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**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
ENVIRONMENTAL QUALITY BOARD
AND OFFICE OF THE ATTORNEY GENERAL
FOR FY 2024 AND FY 2025**

WHEREAS, pursuant to Minnesota Statutes Chapter 8, the Attorney General shall provide services to state agencies, boards, and commissions; and

WHEREAS, pursuant to Minn. Stat. § 8.15, subd. 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies including the Environmental Quality Board to provide legal services; and

WHEREAS, the Environmental Quality Board (“EQB”) needs legal services in order to administer and deliver its programs in Minnesota;

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** The EQB agrees to pay to the Attorney General’s Office (“AGO”) in FY 2024 and FY 2025 an amount equal to the costs of legal services directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided. The billings for actual hours of service provided will be based on hourly rates of \$163.00 for attorney services and \$103.00 for legal assistant and investigator services.
2. **Provision of Services:** The Attorney General shall provide legal services to the EQB in accordance with Minnesota Statutes, Section 8.06, except those duties, if any, delegated to the EQB or provided by outside counsel under Section 8.06. The scope of legal services to be provided to the EQB includes providing legal advice and assistance to the EQB and its Board in litigation or other legal proceedings as may be necessary. Pursuant to Section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to the EQB.
3. **Availability:** Upon request, the Attorney General agrees to make his representative(s) available to meet with the EQB to review priorities for legal services.
4. **Terms of Payment:** The EQB shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on monthly billings for actual services provided at the rates agreed upon in paragraph (1) of this Agreement.

In addition, the EQB will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph (7) of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to the EQB for payment.

5. **Payment Mechanism:** Monthly payments shall be made by the EQB to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made

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within 30 days of the date of the monthly billing. The first monthly billing to the EQB under this Agreement will cover the period of time commencing July 1, 2023.

6. **Reporting:** Hours of legal services provided under this Agreement will be recorded by the AGO staff for inclusion in the AGO billing system. The AGO will provide the EQB with a report of all hours of services provided under this Agreement on a monthly basis, including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to the EQB under this Agreement will cover the period of time commencing July 1, 2023.

Each billing report will typically include 2 complete pay periods. Billing reports may contain 3 complete pay periods in certain months or less than 2 complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to the EQB no later than 6 weeks after the end of the period covered by the report.

7. **Legal Costs and Expenses:** The EQB will pay for legal costs and expenses associated with providing legal services under this Agreement. For purposes of this Agreement, such legal costs and expenses will include, but are not limited to. The costs of filing legal documents, the hiring of expert witnesses and court reporters, and extraordinary travel expenses (e.g., out-of-state travel or air travel within the State of Minnesota).
8. **Litigation Holds:** The Department will manage Litigation Holds associated with legal work performed for it by the AGO and will provide documents and data needed by the AGO for the legal work.
9. **Amendments:** Any amendments to this Agreement shall be made in writing and executed as an amendment to the Agreement, including the mutual consent of both parties to the amendment.

10. **Authorized Agent:** The authorized agent of the Attorney General’s Office for purposes of this Agreement is Oliver Larson, Assistant Attorney General – Manager of the Environmental and Natural Resources Division. The EQB’s authorized agent for purposes of this Agreement is Catherine Neuschler, Executive Director of the Environmental Quality Board.

APPROVED:

ENVIRONMENTAL QUALITY BOARD

**OFFICE OF THE ATTORNEY
GENERAL**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MINNESOTA MANAGEMENT &
BUDGET**

By: _____

Title: _____

Date: _____