



TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement is entered into by and between U.S. Geological Survey, a Bureau of the Department of the Interior, through the offices of its California Water Science Center, Sacramento California, hereinafter referred to as the “USGS” and Dakota County, Minnesota, hereinafter referred to as “Collaborator.” USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.”

Whereas, the USGS is authorized to perform technical assistance with other Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, and nonprofit organizations (including universities) under the Stevenson-Wydler Act (15 U.S.C. § 3710a(b)(3)(A), as amended);

Whereas, the Collaborator is a state organization - mutual benefit;

Whereas, the USGS will benefit by having data on neonicotinoid insecticides in groundwater samples, this can help the USGS determine if and where these insecticides are occurring in groundwater.

Whereas, the project entitled Neonicotinoids in groundwater, Dakota County, Minnesota is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

1. Statement of Work.

See attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.

2. Principal Investigator.

The USGS principal investigator (PI) for this Project is Michelle Hladik, PhD

(916) 278-3183, and 6000 J Street, Place Hall, Sacramento, CA 95819. The PI for the Collaborator is Valerie Neppl, 952-891-7019 and 14955 Galaxie Ave, Apple Valley, MN 55124. In the event that a PI is unable to continue in this project, the sponsoring agency will make every effort to substitute a replacement acceptable to the other Party.

3. Title to Equipment.

There will be no joint property purchased as a result of the work outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the technical evaluation.

4. Term.

The technical assistance contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be 12/31/30. The Agreement may be extended by mutual written agreement of the Parties.

5. Funding.

(a) The Collaborator will provide an estimated \$11,500.00 in funds-in to the project for the sampling analysis provided on the attached SOW for year 1. In the event the Parties agree to amend the SOW to provide additional analysis of samples, Collaborator will provide an amount not to exceed \$88,500.00 in additional funds, for a total amount not to exceed \$100,000.00. The Collaborator is providing in-kind services valued at \$0.00.

(b) The USGS requires an advance of \$0.00

(c) This agreement has been negotiated to be paid based on expenses incurred. The USGS will submit invoices to the Collaborator's administrative contact, on a quarterly basis. Invoices not paid within 60 days from date of bill for Local and State Government customers will bear Interest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services valued at \$0.00 to the collaboration.

6. Termination.

This Agreement may be terminated by either Party on 30 days written notice to the other. In the event of an early termination, the USGS shall be reimbursed for any completed work or work in progress on the Effective Date of Termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall also supply a copy of the evaluations completed as of the Effective Date of Termination in the event of an early termination of the project.

7. Publications/Reports.

(a) Each Party is free to publish the non-proprietary or non-confidential information and data developed in the performance of this agreement. Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the Party shall have a review period of 14 (Fourteen) business days to ensure that the draft publication or presentation does not contain Confidential or Proprietary Business Information. Upon expiration of the review period with no comments

received from the other Party, the first Party will proceed with submission of the publication and presentation. The review period is provided as a courtesy to review the publications or presentations to ensure confidential or proprietary information is not disclosed and ensure that there is not inadvertent release of such information that could be used for a patent or invention application. All comments provided within the review period will be forwarded to the contacts identified in Section 9. The Parties acknowledge that scientific information and data developed as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in Survey Manual Chapter (SM) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of this scientific information and data unless it contains sensitive, protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in SM 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and SM 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.

(b) Under the authority of 15 U.S.C. § 3710a (c)(7)(B), as amended, the Parties will have the opportunity, as part of the technical assistance, to identify protected research and development information, which is defined as information generated by the research which would have been proprietary information had it been obtained from a non-Federal entity. Each Party may designate as protected research and development information, any information generated by its own employees, and with the Agreement of the other Party, mark any information produced by the other Party's employees. Such protected research and development information shall be exempt from disclosure under 5 U.S.C. § 552(b)(4). After the protected research and development information period has expired, the USGS may publish the results of the research as part of open literature (journal and proceeding articles) or as USGS open file reports.

(c) Generated information and results which have been created and marked as protected research and development information may be protected from release or disclosure for a period of two (2) years, unless an earlier date is agreed upon by the Parties.

8. Proprietary Information/Intellectual Property/Background Intellectual Property.

(a) Proprietary Information means information which embodies trade secrets developed at private expense outside of this Agreement or which is confidential technical, commercial, or financial information under the Freedom of Information Act 5 U.S.C. § 552(b)(4).

(b) All rights in intellectual property, which are defined as new/improved patents, copyrights, new inventions, discoveries, biological materials, or software, created in the course of the SOW, shall be the property or joint property of the organization employing the respective individual who made the invention or discovery. Any such inventions ("subject inventions") shall be reported to the Principal Investigator within 60 days of creation, who in turn will notify their own management and the other Party's PI. In the event that the intellectual property is a joint invention not described in paragraph (c) below, the Parties agree to meet and negotiate a commercialization plan within 60 days of the receipt of a written request from the other Party.



(c) For purposes of this Agreement, background intellectual property refers to intellectual property, which was in existence prior to or first produced outside of this Agreement and was developed by a Party either alone or with others, using one or more separate funding sources not related to the Agreement. Background intellectual property is not considered a subject invention. In this Agreement, the Collaborator is providing valuable patented/copyrighted material specified in the SOW to which the USGS may/could value. In the event that the joint efforts of the Parties build upon the preexisting background intellectual property of the Collaborator, the Collaborator may take ownership of the patent/copyright but must agree to negotiate a Government Purpose license or revenue sharing arrangement with the USGS that reflects USGS's contributions to the joint project.

9. Notices.

Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

(a) USGS Administrative Contact Information:

Gabriel Lopez
6000 J Street Placer Hall, Sacramento, CA 95819
glopez@usgs.gov
916-278-3026

(b) USGS Technical Contact Information:

Michelle Hladik
6000 J Street Placer Hall, Sacramento, CA 95819
mhladik@usgs.gov
916-278-3183
https://www.usgs.gov/centers/california-water-science-center

(c) USGS Financial Contact Information:

Gabriel Lopez
6000 J Street Placer Hall, Sacramento, CA 95819
glopez@usgs.gov
916-278-3026
USGS UEI: NJQMLNG5L8A5
USGS Tax ID: 53-0196958

**(d) Collaborator Administrative Contact Information:**

Nikki Stewart
14955 Galaxie Ave Apple Valley, MN 55124
Nikki.stewart@co.dakota.mn.us

(e) Collaborator Technical Contact Information:

Valerie Neppl
14955 Galaxie Ave Apple Valley, MN 55124
Valerie.Neppl@CO.DAKOTA.MN.US
Phone: 952-891-7019

(f) Collaborator Financial Contact Information:

Brad Becker
14955 Galaxie Ave Apple Valley, MN 55124
Brad.becker@co.dakota.mn.us
952-891-7044
41-6005786

10. Independent Entity.

For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work. While in field locations, a Party's employees shall adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party may use the name of the other in advertising or other forms of publicity without the written permission of the other.

11. Governing Law/Liability.

(a) This Agreement is subject to interpretation under applicable State and Federal laws. Where there is inconsistency between the laws, Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. The USGS responsibility for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80. Collaborator's liability for purposes of State law is governed by Minnesota Statutes chapter 466.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW. These provisions shall survive the termination of the Agreement.

(c) The USGS shall not indemnify Collaborator or any third party against any liabilities, costs, attorney's fees, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs and all other professional costs and expenses suffered or incurred by Collaborator or any third party arising from the work conducted under this technical assistance agreement.

12. Force Majeure.

Neither Party shall be liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. Entire Agreement.

This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by both Parties.

14. Disputes.

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or their designee and the administrative contact of the Collaborator or their designee for resolution. If no resolution is reached, the Parties agree that the courts of the United States shall have jurisdiction over any claims arising out of work under this agreement.

15. Miscellaneous Provisions.

(a) **Anti-Deficiency Act.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 (a)(1)(A) and (B) and 31 U.S.C. § 1517(a), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW or involving the Federal government in any obligation to pay money before funds have been appropriated for that purpose unless otherwise allowed by law.

(b) Import/Export. The use and dissemination of Information and materials exchanged under this Agreement will be in accordance with all U.S. laws and regulations, including those pertaining to national security and export control. Nothing in this Agreement shall be construed as a license to export Information or to permit any disclosure in violation of law, regulation, or Department of Interior policy. The exporting Collaborator is responsible for obtaining any export licenses that may be required by U.S. Federal law.

(c) Third Parties. The Parties acknowledge and agree to allow disclosure of Proprietary Information or Background Intellectual Property to third parties (such as, students, contractors, subcontractors and or consultants) or external collaborators for the purposes of carrying out this Agreement. If a Party engages a new third party to perform any portion of the SOW after the Effective Date of this Agreement, such Party will notify the other Party and provide information about the third-Party involvement within 7 days of engagement. No contractors shall be listed as ineligible in the System for Award Management (sam.gov), unless waived by the Department of the Interior. However, these participants are not Parties to the Agreement. The Parties agree that they will comply with and advise any third parties they have engaged to conduct the Agreement activities to comply with, all applicable Executive Orders, statutes, and regulations. The Parties agree that they will ensure that third party participants are under written obligation not to disclose Proprietary Information or Background Intellectual Property, except as required by law or court order, before the third parties have access to any Proprietary Information or Background Intellectual Property. No foreign personnel shall be engaged by the Collaborator as a contractor, consultant, grantee or third-party collaborator for the performance of any work under this TAA without first identifying the individual, their country of origin, and the work to be performed to USGS so that USGS may determine whether the agency requires advanced approval by an authorized agency official before working with the foreign contractor, consultant, grantee or third-party collaborator, and whether any data, technology or products shared with or used by a foreign contractor, consultant, grantee or third-party collaborator as part of the technical assistance under this agreement are in accordance with all U.S. laws and regulations, including national security export controls and U.S. Department of State regulations and policies.

(d) The Exhibits, Forms, or Special Terms requested by the Collaborator are accepted to the extent that such terms do not conflict with applicable Federal laws and regulations.

16. Survivability.

The following provisions shall survive the termination of this Agreement: 7.

Publications/Reports, 8. Proprietary Information/Intellectual Property/Background Intellectual Property and 14. Disputes.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

U.S. GEOLOGICAL SURVEY

COLLABORATOR

By: _____

By: _____

Name:

Name: Nikki Stewart

Title:

Title: Director, Environmental Management
Department

Date:

Date:

Statement of Work:

In 2026, the USGS Organic Chemistry Research Laboratory will analyze 10 water samples (plus at least one laboratory blank) for neonicotinoid insecticides in water.

Future year sampling may consist of water and sediment/soil sampling, number of samples and sample matrix will be determined each year according to needs and funding.

The USGS will provide sample bottles/containers to:

Valerie Neppl
Dakota County Environmental Management
14955 Galaxie Ave
Apple Valley, MN 55124
Phone 952-891-7019

Samples will be analyzed according to USGS Techniques and Methods 5-A12 (<https://doi.org/10.5066/P9J8E544>) for water and Multiresidue extraction of current-use pesticides from complex solid matrices using energized dispersive extraction with analysis by gas and liquid chromatography tandem mass spectroscopy, Chemosphere, v. 327, art. 138550, (<https://doi.org/10.1016/j.chemosphere.2023.138550>) for sediment/soil.

List of analytes:

Compound	CAS Number	Water Limit of Detection (ng/L)	Soil/sediment Limit of Detection (ng/g)
Acetamiprid	135410-20-7	0.2	0.10
Clothianidin	210880-92-5	0.2	0.10
Clothianidin Desmethyl	135018-15-4	0.2	0.24
Dinotefuran	165252-70-0	0.2	0.21
Imidacloprid	138261-41-3	0.2	0.10
Imidacloprid Desnitro	127202-53-3	0.4	not analyzed
Imidacloprid Olefin	115086-54-9	0.4	0.26
Imidacloprid Urea	120868-66-8	0.4	0.13
Imidacloprid, 5-Hydroxy	380912-09-4	0.4	0.20
Thiacloprid	111988-49-9	0.2	0.11
Thiamethoxam	153719-23-4	0.2	0.10
Thiamethoxam Degradate (CGA-355190)/Thiamethoxam Urea	902493-06-5	0.4	0.10
Thiamethoxam Degradate (NOA-407475)		0.4	not analyzed

Cost:

Sample Type	2026 Samples	2027-2031 Samples	Cost per Sample	Cost 2026	Cost 2027-2031
Water Environmental	10	TBD	\$1,150.00	\$11,500.00	
Water Replicate/Duplicate	0	TBD	\$1,150.00	0	
Solid Environmental	0	TBD	\$1,400.00	0	
Solid Replicate/Duplicate	0	TBD	\$1,400.00	0	
Field Blank Water or Solid	0	TBD	no cost	0	
Lab Blank Water or Solid	1	TBD	no cost	0	
Total	11			\$11,500	Not to exceed \$100,000

TBD= to be determined

Performance Dates:

Begin: when agreement is signed

End: December 31, 2030