

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 9, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Interim Recorder Mary Betz, Human Resources Director Theresa Arrick-Kruger, Environmental Services Director Martin Herrick, IT Director Andrew Milde, Chuck Schulte, Daniel Small, Joe Welsch, Dan Klug, Johnny Micheel, Randy Mell, Rick Frank, and Richard Leary

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Johnson, seconded by Commissioner Severson motion unanimously carried to approve the agenda.

Motion was made by Commissioner Burns, seconded by Commissioner Walter, motion unanimously carried to approve the meeting minutes from August 2, 2022.

Public Comment:

Chuck Schulte was present and spoke to the board in favor of Action Items No. 3 and 4. He said he initially had different thoughts about the project, but had since changed his mind after doing some research. He said that although he did not think the City was in favor of the project there was “no where to go within the City”. He said the project would bring in additional revenue to the County through tax dollars and he did not want to see the County turn that down. He was concerned about the County losing revenue in the near future due to things like having less people in the jail.

Rick Frank, Joe Welsch, and Dan Klug all spoke against Action Items No. 3 and 4. Frank said he was concerned with the lack of information provided regarding the project. Welsch said that planned, neat, organization was needed for business planning in the long term. Welsch said he had a business and his business was in town, and he was told his business could not be in the

country. Klug asked the board what was to stop people buying up land and putting a business on it?

Johnny Micheel was present and spoke to the board against Action Item No. 2. He said he was opposed to the location of the proposed cabin as his land neighbored the property. He said while he wanted his neighbors to enjoy the outdoors and did not have anything against them, he wanted them to build their cabin on a different part of their property.

Randy Mell spoke to the board against Action Items No. 3 and 4. He said he was looking at the proposal as a conservationist. He said he was concerned about big businesses starting in the country, and he was concerned about water quality.

APPOINTMENTS

None.

CONSENT AGENDA

Motion was made by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Approved items are listed below.

- 1) Review Spring Grove City 2021 Annual Reporting Disclosure Statements. (Trehus)
- 2) Hire Jordan Knoke as a probationary Public Health Supervisor, C52, Step 1, effective September 12, 2022 conditioned upon successful completion of background check. (Kruger)

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve a CUP for Edward and Janice Hammell to operate an agriculture oriented business in the ag district in Jefferson Township.

File No. 2 – Commissioner Johnson moved, Commissioner Myhre seconded, motion carried 4 to 1 with Commissioner Burns voting no to approve a CUP for Karen Lawstuen to have a cabin in the ag district in Black Hammer Township. The motion was approved with a condition that the cabin be used for family use only. No variances had been needed for the location of the primitive cabin.

File No. 3 – Before a motion was made Commissioners discussed Action Item No. 3. Commissioner Johnson said he had spoke to many people on the matter and that he understood both sides. Johnson said he had watched the meetings. Johnson said the industrial park was limited and they had the ability to help expand a business and jobs in the County. Environmental Services Director Martin Herrick said the rezone would include a condition that only one business could operate in the rezoned area. Commissioner Burns questioned this asking: Once the property is rezoned how can the number of businesses be limited? Commissioner Burns said there was 2.4

acres of extra space in the industrial park. He said he had also spoke to a property owner on the edge of town with 29 acres who Burns said would consider selling it. Burns said the matter should have been investigated prior to purchasing the current land. Burns said that while he agreed to wanting to help businesses in the County he questioned if Highway 44 should be a business corridor. Burns said he did not think it was a wise choice. Commissioner Johnson moved, Commissioner Myhre seconded, motion carried 3 to 2 with Commissioners Johnson, Myhre and Walter voting yes and Commissioners Severson and Burns voting no. The motion included that the rezone be limited to six acres as there had been some confusion regarding the size of the acres.

File No. 4 – Commissioner Johnson moved, Commissioner Walter seconded, motion carried 4 to 1 with Commissioner Burns voting no to approve a CUP for Joseph Rud and Craig Helke to operate an agriculture oriented business in a highway business district. Commissioner Burns said he had voted no because he felt the business owners had put the “cart in front of the horse” without doing proper research. The motion included eight conditions that Environmental Services Director Martin Herrick read out loud at the meeting. Commissioner Johnson said the conditions that would be in place would address many of the concerns people had regarding the project.

File No. 5 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve Resolution No. 22-39 Aquatic Invasive Species Prevention Aid. See resolution below.

RESOLUTION NO. 22-39

AQUATIC INVASIVE SPECIES PREVENTION AID

August 9, 2022

WHEREAS, 2014 Session Law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Houston County was allocated \$22,612 for 2023 and years following (5 watercraft trailer launches and 50 watercraft trailer parking spaces), and

WHEREAS, the legislation requires that Houston County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds which are to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

WHEREAS, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding to a soil and water conservation district in the county, for a joint powers board or cooperative agreement with another political subdivision, a

watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

WHEREAS, the county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

WHEREAS, maintaining an ongoing effort to inform the public of resource needs, resource impairments and resource protection matters has been identified as the most important tool in addressing water resource concerns in the Houston County Water Plan, the fight against Aquatic Invasive Species is included in this educational effort and will continue to be a cornerstone of Houston County's Water Plan.

NOW THEREFORE, BE IT RESOLVED the Board of Commissioners of Houston County, Minnesota designate oversight of Houston County's AIS prevention efforts to the Root River Soil and Water Conservation District and delegates to them the responsibility to prepare, implement and report annually a plan to allocate the funding in accordance with the above legislation.

File No. 5 – Commissioner Severson moved, Commissioner Burns seconded, motion unanimously carried to approve an EDA Revolving Loan in the amount of \$15,000 at the 2022 set rate and terms (2.25% for 10 years) to The Butcher Shoppe, LLC for equipment and operating costs for a new business in Hokah, MN.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended and upcoming meetings. Meetings included an airport meeting, WINLAC meeting, planning meeting, and EDA meeting.

Commissioner Walter reminded people it was election day.

Commissioner Walter asked for a consensus that a WINLAC committee be formed instead of a joint powers board to oversee the watershed district. Commissioner Walter said she would take the committee agreement to Attorney Jandt for review when it was available.

Commissioner Burns said he had attended a Semcac meeting recently. He said things were going well at Semcac, but the food shelf was experiencing some difficulties getting food with costs going up.

Commissioners announced there would be a ribbon cutting at the start of the open house the following Wednesday at the new Highway County Shop. The project had come in under the original anticipated total cost. The final cost was 6.7 million.

Closing Public Comment: None.

Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to adjourn the meeting at 11:27 a.m. The next meeting would be a workgroup session on August 16, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: August 16, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, IT Director Andrew Milde, Zoning Administrator Amelia Meiners, TKDA Senior Transportation Partnerships Jeannine Clancy, Environmental Services Director Martin Herrick, Public Health and Human Services Director John Pugleasa, Financial Assistance Supervisor Karen Kohlmeyer, Accounting Supervisor Heidi Hankins, Social Services Supervisor Bethany Moen, Sheriff Mark Inglett, Chief Deputy Brian Swedberg, Spring Grove City Clerk/Administrator Julie Amundson, and Spring Grove City Clerk/Administrator Jana Elton

Board Workgroup Session

Call to order.

The County Board, County Staff, and representatives from TKDA discussed plans for updating the County's Comprehensive Land Use Plan (CLUP) and reviewed a CLUP survey. Next steps would include public outreach at the Houston County Fair, updating the County website with information, mailing informative postcards, and the release of the survey.

Accounting Supervisor Hankins and Public Health and Human Services Director Pugleasa presented to the board on the Accounting Division of Public Health and Human Services. Hankins said the accounting division managed and supported the financial responsibilities of the Public Health and Services Department. Responsibilities included the receipting of revenue and payment of expenditures or money in and money out. It also included budgeting responsibilities for each of the three divisions of economic assistance, social services, and public health. Hankins and Pugleasa said that for many of the services provided money needed to be spent and then submitted for reimbursement. Virtually all of the services by Public Health and Human Services were mandated and had some sort of cost share program. Hankins said the accounting division collaborated with schools, community businesses, and regional initiatives.

Pugleasa updated the board on the latest COVID-19 recommendations from the CDC. He said the latest significant change was that those identified as close contacts needed to wear a mask, but did not need to quarantine unless they tested positive. The CDC was recommending that close contacts wear a mask and get tested for COVID-19 on the 5th day. Those who tested positive would

still need to isolate, but those who tested negative and were symptom free could wear a mask without needing to quarantine. Pogleasa said this would have an impact for County employees and schools coming back into session.

Sheriff Inglett, Chief Deputy Swedberg, Spring Grove City Clerk/Administrator Amundson, and new Spring Grove City Clerk/Administrator Elton discussed with the board potential future contracts between the County and City of Spring Grove for law enforcement services. The City of Spring Grove was interested in two contracts. One would be short term and provide coverage for Spring Grove while the current Spring Grove Chief took leave. The second contract would be long term with the County providing law enforcement services once the current police chief retired. It was the general consensus of the Commissioners to move forward with developing the final contracts.

Sheriff Inglett and Chief Deputy Swedberg discussed some budgeting items with the board. They discussed updating the current records management system called LETG to a new upgraded records management system. The cost for the new system and yearly support would be shared between the County and the municipalities within the County with police departments.

Commissioner Burns told the board that negotiations with SELCO were continuing. He said an offer had been made that had been countered by SELCO.

Commissioner Burns said he had recently attended an airport meeting. At the meeting they had discussed possible airport upgrades listed in the Airport Master Plan including upgrades to the runway, cleaning sites, and possibly building hangers. He said the Highway Department did get inquiries about additional hanger space at the airport. Commissioner Burns said the total cost to the County for the needed airport upgrades and to build the hangers was estimated at \$1.2 million dollars. Commissioner Johnson said that while he was in favor of making the necessary upgrades to the runway he thought if there was demand for hangers those requesting the hangers should build their own. Commissioner Burns said that work could begin with the needed first phase upgrades, and the County could hold off on the possibility of building hangers for the time being.

Commissioner Walter said they had had 278 voters in La Crescent township. They had used the new poll pads during the election. Walter said the poll pads had worked well, and they had enjoyed using them.

The meeting was ended at 10:55 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____

Donna Trehus, Auditor/Treasurer

Medical Examiner County Board Presentation

Kendall, Monica L., M.S., PA(ASCP) <Kendall.Monica@mayo.edu>

Wed 6/29/2022 2:36 PM

To: Houston County BOC <BOC@co.houston.mn.us>;

***** HOUSTON COUNTY SECURITY NOTICE *****

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Hello,

Please schedule the Medical Examiner presentation on August 23rd, at 9:05 AM if possible.

Monica Kendall, P.A. (ASCP), F-ABMDI

Supervisor, Death Investigations

Southern Minnesota Regional Medical Examiner's Office

Division of Anatomic Pathology

Instructor in Laboratory Medicine and Pathology

Mayo Clinic College of Medicine

Phone: 507-538-8383

Email: Kendall.monica@mayo.edu

Mayo Clinic

200 First Street SW

[Rochester, MN 55905](#)

THIRD AMENDMENT TO MEDICAL EXAMINER/AUTOPSY SERVICES AGREEMENT

THIS THIRD AMENDMENT TO MEDICAL EXAMINER/AUTOPSY SERVICES AGREEMENT (hereinafter referred to as "Third Amendment") is entered into effective as of the 1st day of January, 2023 by and between Mayo Clinic, doing business as Southern Minnesota Regional Medical Examiner's Office (hereinafter referred to as "Mayo") and County of Houston, State of Minnesota (hereinafter referred to as "County").

RECITALS:

A. Mayo and County previously executed that certain Services Agreement effective as of January 1, 2014, First Amendment effective January 1, 2016 and Second Amendment effective January 1, 2023 hereinafter referred to as ("Agreement").

B. The parties desire to amend the Agreement as set forth herein.

AMENDMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. The Recitals hereinabove set forth are incorporated by reference as if fully rewritten herein.

2. Definitions. Except as otherwise provided herein, capitalized terms shall have the same meaning as set forth in the Agreement.

3. Section 8(a). The Term of the Agreement shall be extended to December 31, 2026.

4. Attachment 3. The first paragraph of Attachment 3 shall be deleted in its entirety and amended as follows:

The charge for services described in Attachment 1 and 2 will be \$3.19 per capita per year based on a population of 18,684 and will increase by 2% to \$3.25 per capita in year 2023; by another 2% to \$3.32 per capita in year 2024; by another 2% to \$3.39 per capita in year 2025 and by another 2% to \$3.46 per capita in year 2026. Other Services described in Attachment 4 will be billed at the then current rate for those services.

5. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

6. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

7. Effective Date. This Third Amendment shall be effective as of January 1, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the respective dates noted below.

"MAYO"

Mayo Clinic

By: _____

Name: Sherry L. Hubert

Title: Assistant Secretary

Date: _____

By: _____

Ross R. Reichard, M.D.

Title: Medical Examiner

Date: _____

"COUNTY"

Houston County

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

By: _____

Title: Human Resource Director

Date: _____

By:  _____

Title: Houston County Attorney

Date: 7-13-22

RE: request for board Presentation

Forest Ward <forestw@smifoundation.org>

Fri 7/29/2022 2:06 PM

To: Donna Trehus <Donna.Trehus@co.houston.mn.us>;

Cc: Houston County BOC <BOC@co.houston.mn.us>;

***** HOUSTON COUNTY SECURITY NOTICE *****

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Hello Donna,

My pleasure to speak with you as well.

For Alison, SMIF would like to present on an upcoming board meeting where agenda allows. If possible, SMIF would request around a 9:15 timeslot for a 15 minute presentation. What dates would work best for SMIF to present?

Thank you!

Forest

Forest Ward Development Associate (he/him/his)
Southern Minnesota Initiative Foundation

D [507.214.7011](tel:507.214.7011) **T** [507.455.3215](tel:507.455.3215)

E forestw@smifoundation.org | www.smifoundation.org

From: Donna Trehus <Donna.Trehus@co.houston.mn.us>

Sent: Friday, July 29, 2022 1:54 PM

To: Forest Ward <forestw@smifoundation.org>

Cc: Houston County BOC <BOC@co.houston.mn.us>

Subject: request for board Presentation

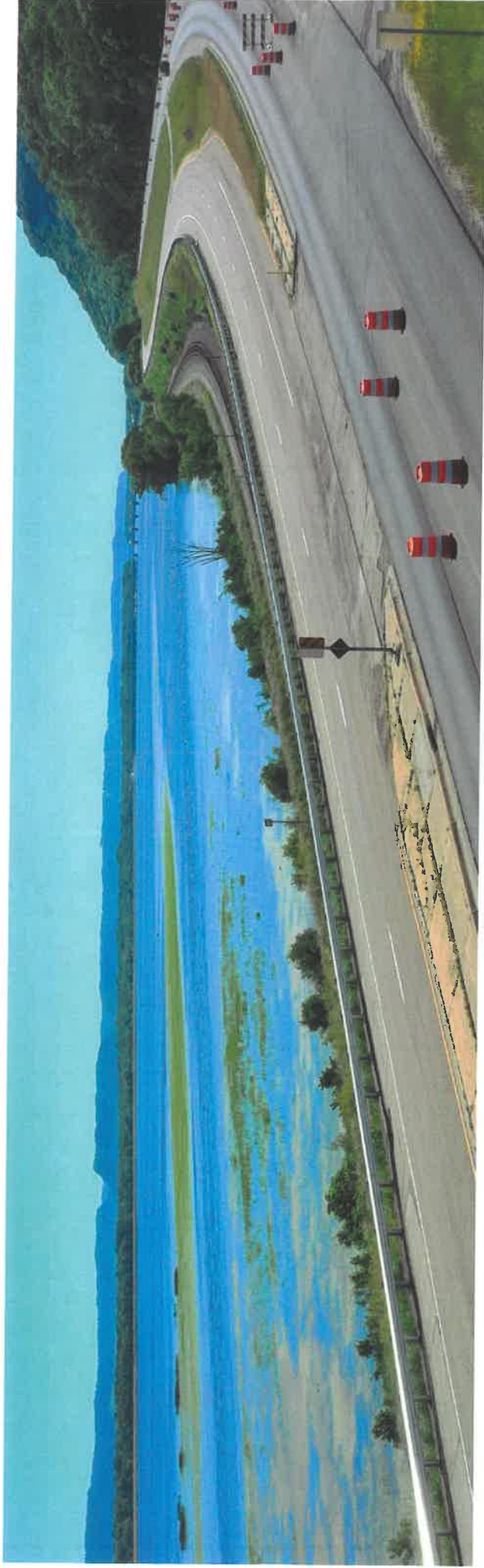
CAUTION: This email originated from outside of the organization.

Hello Forest,

Good visiting with you today. If you would like to 'reply all' your email will be routed to the Houston County BOC. We will get you a spot on the board agenda.

Have a great weekend!

Sincerely,
Donna Trehus



MnDOT D6 2022 County Outreach

Summer/Fall 2022



mndot.gov

Presentation Outline

- MnDOT State & District Planning Updates
- 10-year District Roadway & Bridge Work Plan
 - Overview
 - Program & Funding
- Local and Regional Project Updates

8/16/2022

mndot.gov



Planning Updates

- Statewide Multimodal Transportation Plan (SMTP) for 2022-2041
 - Sets the policy and priority for MnDOT's other plans and construction programming.
 - Is out for public comment ([Minnesota GO :: Statewide Multimodal Transportation Plan](#))

- Open until September 18th
- Focus Areas:
 - Aging Infrastructure, Climate, Economy and Employment, Equity, Safety and Transportation Options

8/16/2022

mndot.gov



Planning Updates

- Minnesota State Highway Investment Plan (MnSHIP)

- This plan:
 - Directs capital funding on the 11,703 miles of state highways
 - Budgets for estimated funding over 20 years
 - Identifies investments by categories but is not project specific
 - Part of the Minnesota GO Family of Plans

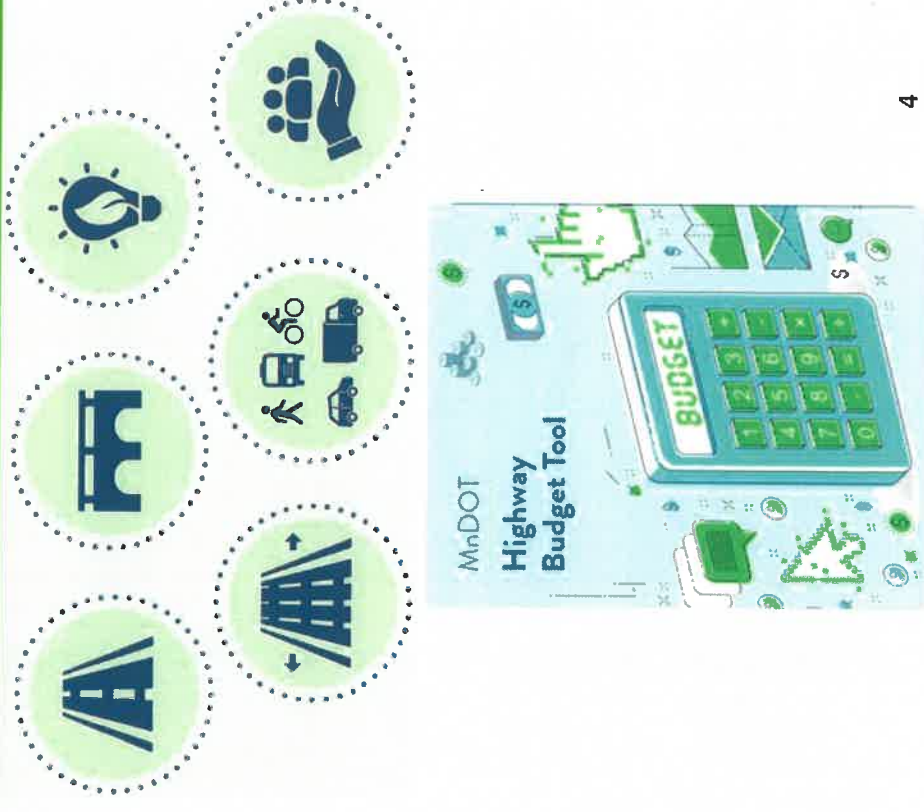
- MnSHIP investment direction guides the planning of projects and improvement on the state highway system

- Learn more and provide input!

- Check out www.MinnesotaGo.org for more information
- Share how you'd budget the state highway revenue
 - Explore our new interactive investment budgeting tool and approaches to investing at www.MinnesotaGo.org/investment/

8/16/2022

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Planning Updates

- Mn Electric Vehicle Infrastructure Plan

- Mn will invest \$68M over next five years
- The plan identified two Alternative Fuel Corridors (AFCs) for year one of funding

- Local Human Service Transit Coordination Plan

- Helps to redefine goals in transit services transportation and measures the region's capacity to serve regional transit needs
- Review the plan and provide comments at [South east Minnesota District 6 \(state.mn.us\)](https://state.mn.us/south-east-minnesota-district-6)

8/16/2022

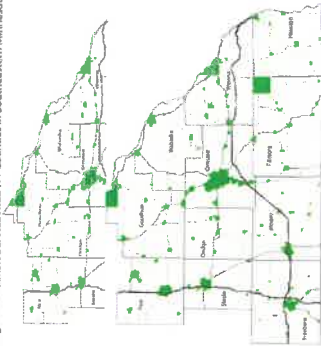
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Region 10 Local Human Services-Transit Coordination Plan 2022

Plan Prepared By:
MnDOT District 6 Planning

Partners: Hennepin County, Minneapolis and Seattle, MN
Dodge, Fillmore, Freeborn, Grant, Houston, Johnson, Le Sueur,
Winona Counties and the Prairie Island Indian Community
Region 10 Transit Service Area (11 Counties in Southeastern Minnesota)





District 6 10-year Highway Plan

Funding summary and projects

District 10-Year Work Plan

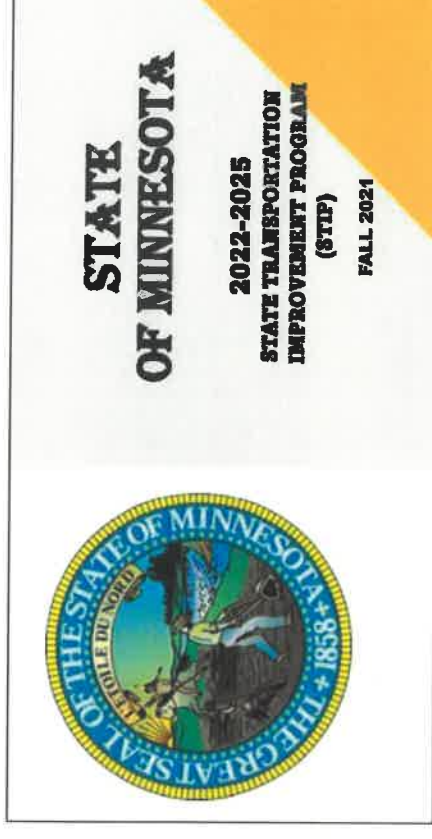
- **Statewide Transportation Improvement Program (STIP)**

- Programmed projects = Years 1 - 4
- <http://www.dot.state.mn.us/planning/program/stip.html>

- **Capital Highway Investment Plan (CHIP)**

- Planned projects = Years 5 – 10
- <http://www.dot.state.mn.us/planning/10yearplan/index.html>

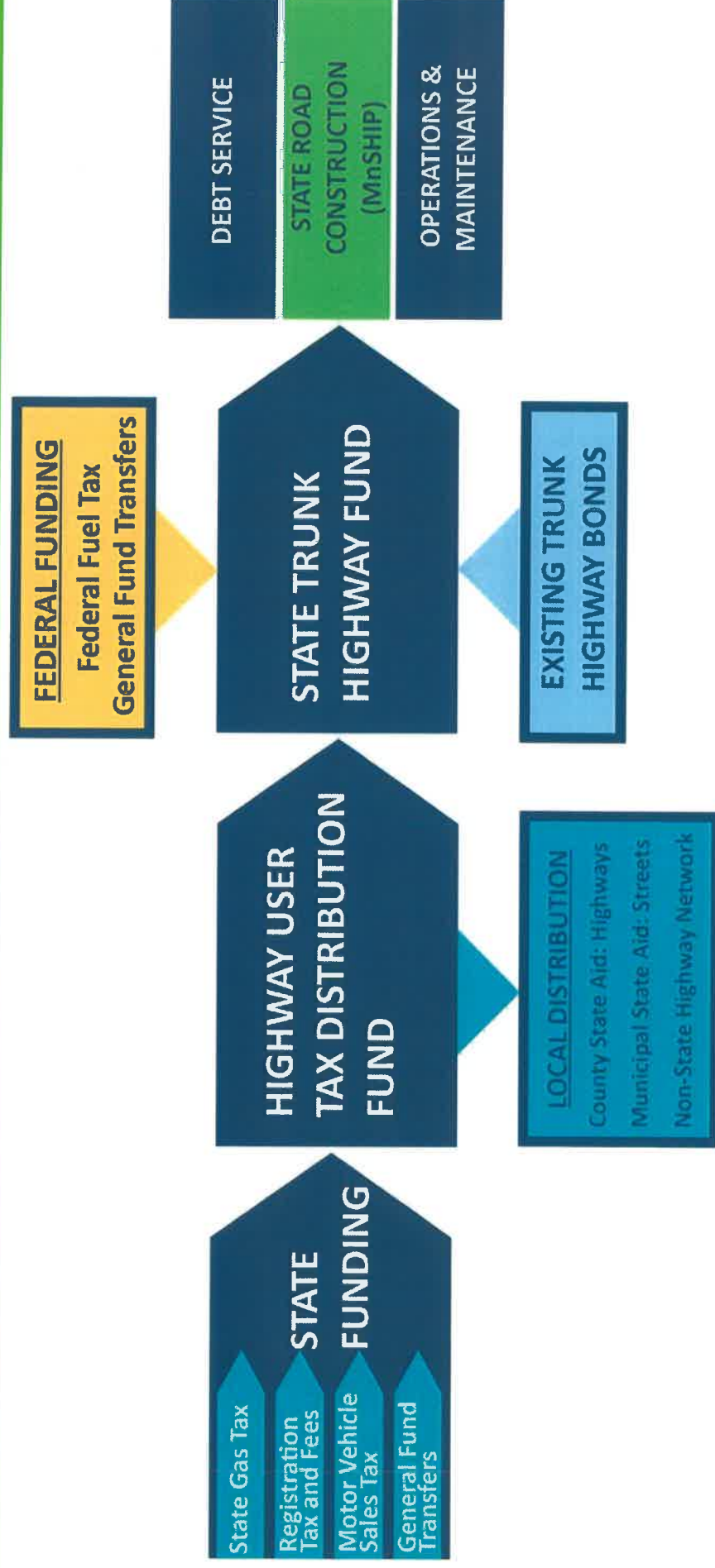
- Both are updated annually
- Both are fiscally constrained



STIP (1-4 years
away)

CHIP (5-10 years away)

Funding



Funding

- Infrastructure Investment and Jobs Act (IIJA)

- IIJA (a.k.a. the BIL) is the newest Federal re-authorization bill for FFY2022 – 2026, replacing the expiring one (FAST ACT).
- IIJA is expected to bring approximately \$170M to MnDOT in **additional** formula funding (+ ~\$70M to local agencies).
- The increased funding from IIJA does not address all project priorities and improvements sought by MnDOT or our transportation partners.
- Minnesota will still need to determine a long-term, reliable, and sustainable funding plan for the future of our multimodal transportation system.

- [Bipartisan Infrastructure Law](#) | [US Department of Transportation](#)

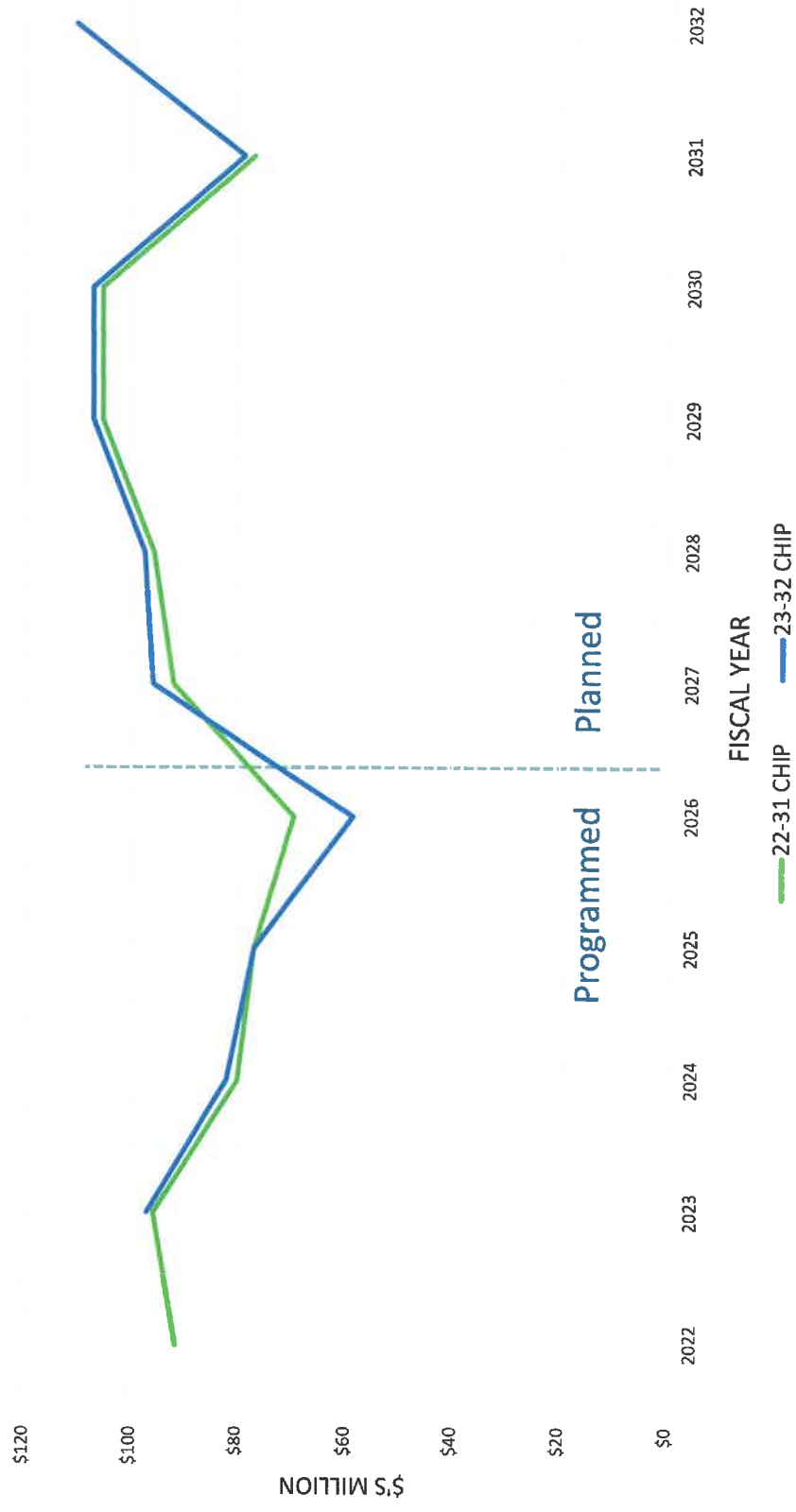
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D6 Construction Program Comparison

District 6 Construction Program

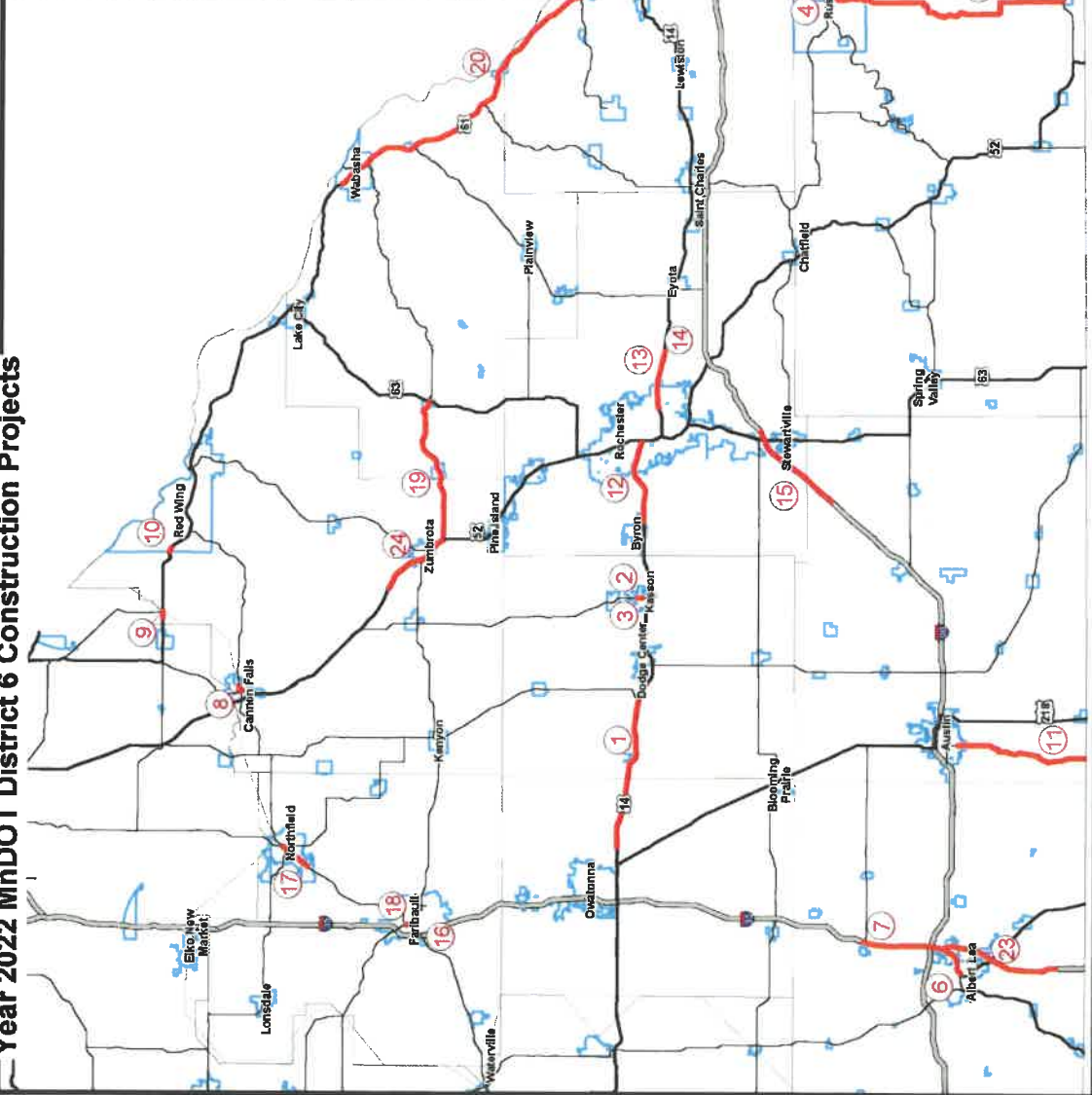


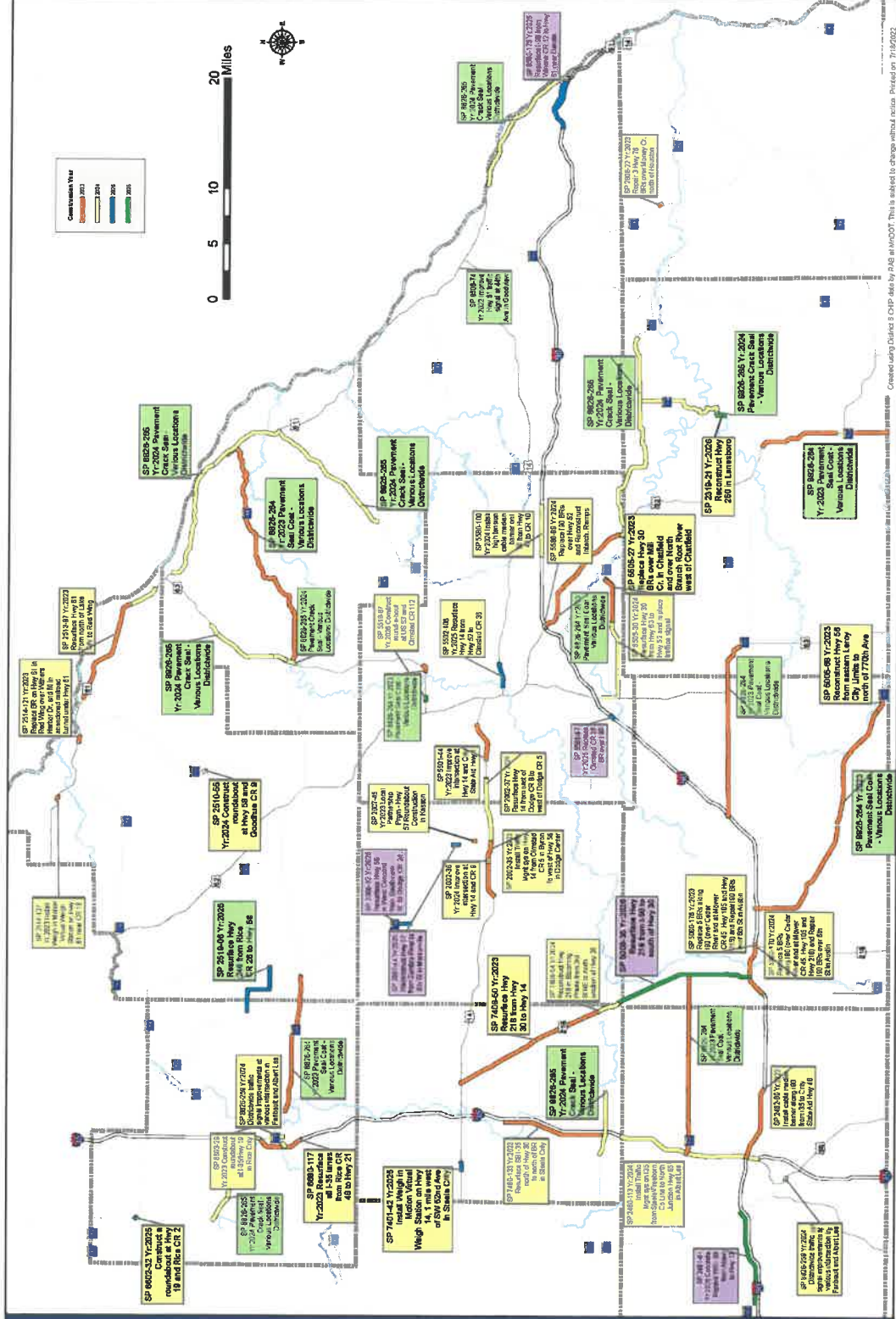
Disclaimer

- Because expected revenues to each District change each year, the District's list of planned projects must also change to meet that new funding.
- Changes to predicted pavement conditions can also change the amount of funding a District receives – pavement holding up better than expected can mean less funding over the next several years.
- Our list and map of planned projects is only a “snapshot in time”. They have changed since last year and are subject to future change.

Year 2022 MnDOT District 6 Construction Projects

2022 Construction Projects	
1	Hwy 14 Expansion east of Owatonna and west of Dodge Center
2	Hwy 57 Reconstruct pavement in Kasson from Dodge CR34 to 11th St. NE
3	Hwy 57 Local Partnership Program -- Roundabout in Kasson at high school
4	Hwy 30 Reconstruct pavement in Rushford west city limits to Hwy 43
5	Hwy 43 Repave road, replace culverts from Rushford to Hwy 44 near Canton
6	Hwy 65 Repave, ADA work and storm sewer repairs from Newton Avenue to I-35 ramps in Albert Lea
7	I-35 Tire anomaly detection system installation at Clarks Grove Weigh Station
8	Hwy 19 Repave from Hwy 20 to Almond St., ADA, in Cannon Falls
9	Hwy 61 Construct roundabout at Hwy 316 near Welch in Goodhue County
10	Hwy 61 Reduced conflict intersection at Goodhue CR18
11	Hwy 10A Repave from Iowa state line to Austin
12	Hwy 14 Construct intersection safety improvements at Olmsted CR 3, CR 44 and 7th St. NW. Install high-tension cable barrier from Byron to Rochester NOTE: CR3 work is being completed in 2023.
13	Hwy 14 Repave from Olmsted CR 36/Marion Rd to Olmsted CR19 at Chester
14	I-90 Install structural snow fence on westbound from 1.9 miles east of Hwy 42 to 0.1 miles west of Olmsted CR 10
15	I-90 Paving eastbound 2.5 miles east of Mower CR 1 to 0.9 miles east of Hwy 63 in Olmsted County, bridges 9858, 9857, 9856, & 9705
16	Hwy 21 Local Partnership Program -- Lighting in Fairbault
17	Hwy 3 Local Partnership Program -- Lighting in Northfield
18	I-35 Install structural snow fence on southbound from 230th Street to 0.1 mile south of Rice CR 48
19	Hwy 60 Repave from Hwy 52 to Hwy 63 in Zumbro Falls, bridge replacements 8676, 8841, & 8890
20	Hwy 65 Repave southbound from Hwy 248 to Hwy 60, construct a reduced conflict intersection at Hwy 42, replace 6 bridge approach panels
21	Hwy 43 Reconstruct from Hwy 61 to Simla in Winona, includes four roundabouts
22	Hwy 61 Signal Improvements, Goodview
23	I-35 Repave northbound ramps at Freeborn CR 5, 13 and Hwy 251
24	Hwy 52 Southbound reconstruction, bridge replacements, safety improvements south of Cannon Falls to north of Zumbrota





8/16/2022

mndot.gov

MNDOT DISTRI 6 PLANNED PROJECTS: 2027-2032 CHIP



Created using District 6 Chip data by RAB at McDOY. This is subject to change without notice. Printed on: 7/19/2012

Local Projects Update

- Brownsville LPP project – Hwy 26 at CSAH 3
- Plans in Caledonia
 - City plans
 - MnDOT programming
 - TH 44 multimodal corridor study



Questions?



Stay in Touch

E-mail Updates and Construction Projects

- www.dot.state.mn.us/d6/projects.html

Follow us on:

- Facebook – [mndot/southeast minnesota](https://www.facebook.com/mndot/southeast/minnesota)
- Twitter – [@mndotsoutheast](https://twitter.com/mndotsoutheast)

Check out:

- www.511mn.org

Heather Lukes, Planning Director

MnDOT District 6
heather.lukes@state.mn.us
507-286-7552

Kurt Wayne, Principal Planner

MnDOT District 6
kurt.wayne@state.mn.us
507-259-8074

[illegible]

SP 5505-27 Yr:2023
Replace Hwy 30
BRs over Mill
Cr. in Chatfield
and over North
Branch Root River

SP 2513-97 Yr:2023
Resurface Hwy 61
from north of Lake
City to Red Wing

SP 8826-265 Yr-2024
Pavement Crack
Seal - Various
Locations Districtwide

SP 8826-264
Yr:2023 Pavement
Seal Coat -
Various Locations
Districtwide

SP 5510-87
Yr:2026 Construc
round-a-bout
at US 63 and

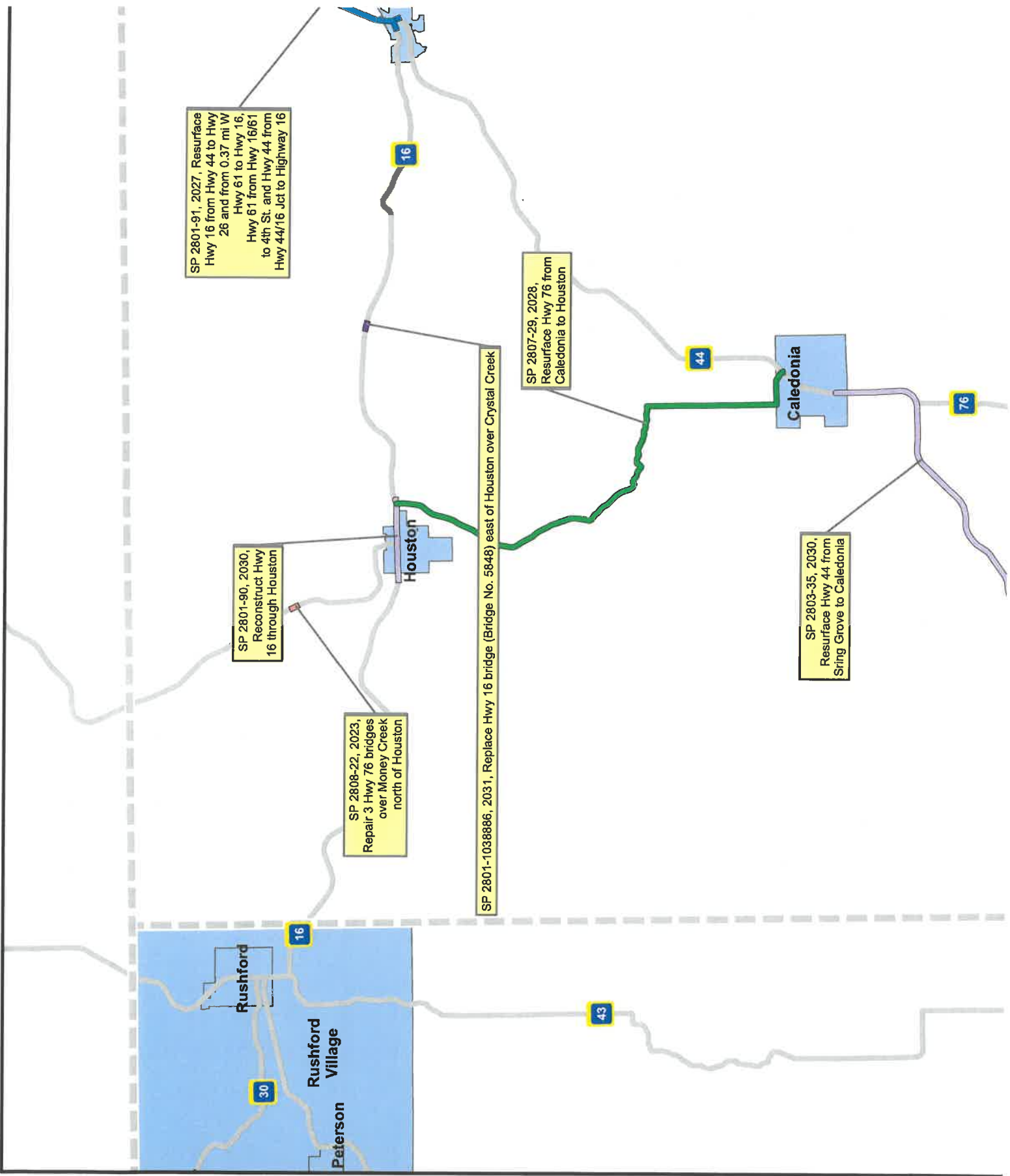
Yr:2026 Construct
round-a-bout
at US 63 and
Olmsted CR 112

SP 5580-100
Yr:2024 Install
high tension
cable median
barrier on I
from Hwy

SP 5580-99 Yr:2024
Replace I90 BRs
over Hwy 52
and Reconstruct
Interch. Ramps

SP 5505-27 Yr:2023
Replace Hwy 30
BRs over Mill
Cr. in Chatfield
and over North
Branch Root River

DISTRICT 6 2023-2032 CONSTRUCTION PLANS FOR HOUSTON COUNTY



Agenda

Carol Lapham

Fri 8/19/2022 6:40 AM

To: Houston County BOC <BOC@co.houston.mn.us>;

Allison,

For Tuesday's agenda we will need to add:

2023 Departmental Budget Request Reviews. This should be listed similar to the way the Department Head reviews were listed. We will probably review 4 or so but I haven't gotten firm commitments from 4 yet. Each will probably run around 15 minutes. Departments have until today to get their budgets to me.

Discussion and possible allocation of ARPA Funds.

Let me know if you need additional information.

Carol Lapham
Finance Director
Houston County
304 S Marshall St
Caledonia MN 55921

Phone 507-725-5839
Fax 507-725-8724

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 23, 2022**

**Date Submitted: August 18, 2022,
By: Tess Kruger, HRD/Facilities Mgr.**

ACTION

APPOINTMENT REQUEST

**Closed Session pursuant to Minn. Stat. 13D.05, subdivision 1 (d), attorney –
client privilege to consider the recent MAPE arbitration results (Attorney
Jandt)**

HR CONSENT AGENDA REQUEST

PHHS

- **Change the employment status of Social Worker, Dianna Sunnes, from probationary to regular, effective 8/28/2022**
- **Change the employment status of Child Support Officer, Erin Woods, from probationary to regular, effective 9/07/2022**
- **Confirm the resignation of Andrea Onstad effective the end of the day of September 9, 2022**
- **Approve a competitive search for a 1.0 FTE Social Worker for Home and Community Based Services, C41**

Sheriff's Office

- **Approve a competitive search for a 1.0 FTE Administrative Assistant, B22**

<u>Reviewed by:</u>	<div style="display: flex; justify-content: space-between;"><div><div><input checked="" type="checkbox"/> HR Director</div><div><input checked="" type="checkbox"/> Finance Director</div><div><input type="checkbox"/> IS Director</div><div><input checked="" type="checkbox"/> County Attorney</div><div><input type="checkbox"/> Environmental Svcs</div></div><div><div><input checked="" type="checkbox"/> Sheriff</div><div><input type="checkbox"/> Engineer</div><div><input checked="" type="checkbox"/> PHHS (indicate other dept)</div></div></div>	
<u>Recommendation:</u>		
<u>Decision:</u>		

Re: County Attorney User Group MCAPS Support

EDA

Thu 8/18/2022 10:44 AM

To: HCAO <HCAO@co.houston.mn.us>; Houston County BOC <BOC@co.houston.mn.us>;

Hi Cindy,

Yes, I will add this to Tuesday's agenda. After they are approved at the meeting you will need to send to Polly and Donna to get signatures/stamps or if you need an original signature you will need to coordinate with Greg.

Thanks,

Allison

Allison Wagner
Houston County Economic Development Director
Houston County Board Clerk
Community and Economic Development Associates (CEDA)
Office: 507-725-5836
Mobile: 507-458-2492

From: HCAO
Sent: Thursday, August 18, 2022 10:43:01 AM
To: EDA
Subject: County Attorney User Group MCAPS Support

Good Morning Allison –

Attached please find documents concerning our new MCAPS Agreement with STI. MCAPS (Minnesota County Attorney Practice System) is the program that our office has been using for many years.

Sam wanted me to find out if these items can just be put on the Consent Agenda, and the Board Ratification approved, signed and returned to us without having an appointment with the Board. It is basically a continuation of our existing contract. For your reference, I have also attached a copy of the Agreement and the Board Ratification Statement signed by the Board in 2017.

Just let us know.

Thank you.

Cindy R. Augedahl, Support Staff
Houston County Attorney's Office
Houston County Justice Center
306 S. Marshall St. Suite 2300

Caledonia, MN 55921
Phone: 507-725-5802
hcao@co.houston.mn.us

From: RSVP@calendar.mnccc.org <RSVP@calendar.mnccc.org>
Sent: Tuesday, August 16, 2022 2:30 PM
To: HCAO <HCAO@co.houston.mn.us>
Subject: County Attorney User Group MCAPS Support Instructions - KEEP - fwded to Sam

*** HOUSTON COUNTY SECURITY NOTICE ***

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

County Attorney User Group MCAPS Support Instructions

August 16, 2022

MnCCC's current support agreement with Strategic Technologies Inc. ("STI") will expire on December 31, 2022. The new contract allows participating end users to receive support and other services at a fixed, annual, per-attorney rate of \$2,200, and the BETA testing fee will remain at \$150 per office. A new option is a Licensing Fee that is available to licensees at the rate of \$2,300 per attorney.

The User Group and MnCCC Board recently approved a new support agreement with Strategic Technologies Inc. ("STI"), which will become **effective as of January 1, 2023**. Each User Group member who wishes to participate in this new support agreement will be asked to obtain formal ratification (attached) **within the next 60 days (by October 15, 2022)**, as the initial aggregate Year 1 STI quarterly support payments (\$118,772.50) will become payable in January.

The rollout of the new Web Version of MCAPS continues. We currently have 3 counties using the new web-based program with 2 other counties in the process of completing training, in preparation for conversion in August. If you have not yet completed the questionnaire regarding your conversion, please do so at your earliest convenience so your office can be added to the conversion list and your conversion date can be scheduled.

Other exciting news is that the new website is now available: mcaps-mn.gov. Feel free to visit the website and let us know if you have any suggestions. Additionally, training on the MCAPS Web Version is now available on the STI website.

We continue to work on the cloud storage option. As soon as that option is available, members will be given information regarding how the process of converting to cloud storage works and the costs associated with that option.

Sincerely,

Lisa C. Meredith

MnCCC Executive Director

lisa@mnccc.org

(651) 401-4201

cc: MnCCC Executive Committee

MnCCC County Attorney User Group Contract Committee

File Attachment: [STI Contract Renewal 2022.pdf](#)

File Attachment: [2022 Board Ratification.pdf](#)

File Attachment: [Board Ratification 2022 Letter.pdf](#)

Please do not reply to this email message. For questions or assistance with RSVP, please email info@mncce.org or call 651-401-4206.



please consider the environment - do you really need to print this email?

Renewal Agreement

Pursuant to Article VII.A.2, the parties hereby enter into this Agreement to Renew with the following terms. Except for the terms stated herein, all terms of the original agreement and its attachments shall remain in effect.

- A. Term of Agreement.** The term of this Agreement shall be 3 years, from January 1, 2023 through December 31, 2025.
- B. Development Hours.** Enhancements and Modernization activities shall be accomplished through the use of Development Hours, with priority given to Modernization of software infrastructure projects. The Executive Committee shall authorize the use of Development Hours for projects, unless they otherwise delegate that authority.
- C. Support Hours.** If the total support hours in any quarter exceeds one-quarter of the total support hours, STI will be compensated for the additional hours on a time and materials basis in quarter-hour increments computed at the hourly rate for billable work for that year. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Development Hours. If the total support hours in any quarter is less than one-quarter of the total support hours, MnCCC will receive an hour-for-hour credit up to 20% of the quarterly support hours rounded up to the next whole hour. These hours will be banked and may be used toward future support overages, converted to Development Hours, or the value at the hourly rate for billable work for the year in which they were accumulated may be applied to reduce the first quarter support payment in the following year.
- D. Attorney Count.** The attorney count for each year shall be based on the survey count from the preceding year.
- E. Fee Schedule.** The parties agree to the following fee schedule during the term of this Agreement, which may be further modified by mutual written agreement of the parties at any time during the term of the agreement:

2023 – Hourly Rate for Billable Work: \$192.50

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
200 – 249	\$475,090.00	\$118,772.50	2,468	1,648	412	820
250 – 299	\$522,445.00	\$130,611.25	2,714	1,808	452	906
300 – 349	\$555,555.00	\$138,888.75	2,886	1,924	481	962

2024 – Hourly Rate for Billable Work: \$200.00

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Annual Total	Annual Support	Quarterly Support	Annual Development

200 – 249	\$493,600.00	\$123,400.00	2,468	1,648	412	820
250 – 299	\$542,800.00	\$135,700.00	2,714	1,808	452	906
300 – 349	\$577,200.00	\$144,300.00	2,886	1,924	481	962

2025 – Hourly Rate for Billable Work: \$207.50

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Annual Total	Annual Support	Quarterly Support	Annual Development
200 – 249	\$512,110.00	\$120,027.50	2,468	1,648	412	820
250 – 299	\$563,155.00	\$140,788.75	2,714	1,808	452	906
300 – 349	\$598,845.00	\$149,711.25	2,886	1,924	481	962

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

VENDOR SYSTEMS

MnCCC

By: Carl J. Thelen
Title: President - Strategic Technologies Inc.
Date: 7/27/2022

By: T. Pat Paquin
Title: Board Chair
Date: 07/12/2022

By: [Signature]
Title: Executive Director
Date: 7/7/2022

By: Diane Roseen
Title: User Group Chair
Date: July 14, 2022

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2023 through December 31, 2025. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

COUNTY ATTORNEY USER GROUP

MCAPS SUPPORT INSTRUCTIONS

August 16, 2022

MnCCC's current support agreement with Strategic Technologies Inc. ("STI") will expire on December 31, 2022. The new contract allows participating end users to receive support and other services at a fixed, annual, per-attorney rate of \$2,200, and the BETA testing fee will remain at \$150 per office. A new option is a Licensing Fee that is available to licensees at the rate of \$2,300 per attorney.

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Other exciting news is that the new website is now available: MCAPS-mn.gov. Feel free to visit the website and let us know if you have suggestions for the site. Additionally, training on the MCAPS Web Version is now available on the STI website.

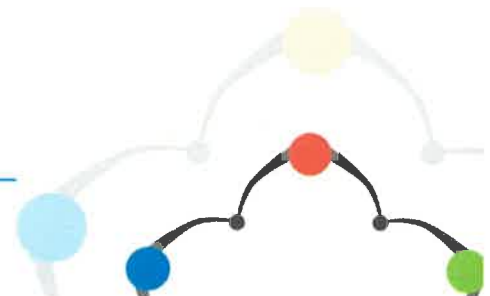
We continue to work on the cloud storage option. As soon as that option is available members will be given information regarding how the process of converting to cloud storage works and the costs associated with that option.

Sincerely,



Lisa C. Meredith
MnCCC Executive Director

cc: MnCCC Executive Committee
MnCCC County Attorney User Group Contract Committee



**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

And

STRATEGIC TECHNOLOGIES INCORPORATED

1/1/2018

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative, organized and doing business under Minnesota's joint exercise of power statute (MN Stats § 471.59), with principal offices at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and Strategic Technologies Incorporated, a Minnesota corporation with principal offices at 9905 45th Avenue North, Suite 220, Plymouth, MN 55442 ("VENDOR").

WITNESSETH

WHEREAS, MnCCC wishes to retain VENDOR to provide certain professional services and expertise to obtain computer programming and technical assistance for the maintenance and support of MnCCC's copyrighted, proprietary and confidential computer software system known as the Minnesota County Attorney Practice System™ software ("MCAPS"); and

WHEREAS, VENDOR has and will be expected to render substantial services and expertise hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

VENDOR agrees to provide the computer programming, technical assistance, and related professional services to support and maintain the systems and systems components of MCAPS, in exchange for MnCCC's payment of certain fees as summarized in **Attachment A**, which is attached and incorporated by reference.

II. Definition of Included Support Services

The software support fees paid by MnCCC are identified in **Attachment A - MCAPS Support Fee Schedule**. These fees shall fully compensate VENDOR for the following Services:

A. General MCAPS Support Activities (All MCAPS Users)

1. Track MCAPS support incidents and report out to the County Attorney Executive Committee per the MCAPS Service Level Agreement (SLA) attached and Incorporated by reference as **Attachment B**.
2. Provide supporting documentation for County Attorney Executive Committee meetings (up to 12 times per year) with respect to MCAPS bugs/fixes and open MCAPS Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Research statuses).
3. Provide any MCAPS revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise VENDOR of any requested changes to MCAPS as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support VENDOR in making the changes. Further, these changes will be subject to written work order as described in Section II – E.1.
4. Revisions necessitated by change in underlying MCAPS operating systems.
5. Revisions necessitated by changes in current state reporting requirements (609.11 Report, MCCVS Report, or other reporting tools established in MCAPS (new tools would require an enhancement request)
6. Training. Provide eighty (80) hours of training per year, with up to thirty (30) hours available to rollover from year to year. Preparation of training materials and presentations are included in the eighty (80) hours. Training will include webinars and in person training. Travel for in person training will be billable as defined in Section IV.F. In addition to the eighty (80) hours, VENDOR will also provide up to two-days (16 hours) training including preparation time at the MnCCC Annual Conference and an additional optional one-day User training session at a time and location selected by MnCCC.
7. Preparation work and attendance at MCAPS Executive, Enhancement, Technology, and Standards Committee meetings or other MCAPS Committees as recommended by the MCAPS Executive Committee.
8. Bug fix work in MCAPS or related applications and services for legacy code not originally developed by the VENDOR.
9. System design, prototyping, estimating, meeting time, and project management related to the planning of new enhancements or new system initiatives.
10. Consulting and product management services as needed with other criminal justice partners.
11. Sales Support. VENDOR will support MnCCC in any MCAPS marketing efforts at the direction of MnCCC, including but not limited to conference calls, responding to RFPs/RFIs and software demos. Travel time for such support is not subject to the fee support, and shall be billable to MnCCC at the discounted rates and in the manner identified in Section IV.F.
12. Other activities as approved by the MCAPS Executive Committee.

B. Level 1 Software Support

Logging of, and responding to, email and phone support requests from MCAPS users regarding MCAPS application usage. Each support request is to be logged as to the nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the MCAPS users and escalate more complex issues to Level 2 support.

C. Level 2 Support

Engage with MCAPS users on more complex support issues escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training; by providing alternate approaches to resolving issue; or by documenting the issue more fully so that it can be addressed by Level 3 support as a MCAPS bug or enhancement request. Level 2 support will provide direction to MCAPS users and to Level 3 support in terms of whether or not the MCAPS functionality is working as designed, or appearing to be a code bug that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the MCAPS user will be instructed to submit an enhancement request through the VENDOR's helpdesk.

D. Level 3 Support

Perform MCAPS code analysis, programming, testing and project management related to bugs, as escalated from Level 2 support. Level 3 support for bugs escalated from Level 2 support is included in the fees identified in **Attachment A**.

Level 3 support will also include the following:

1. Estimating of MCAPS Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Enhancement Requests, with review and sign-off by MnCCC prior to all coding activities.
3. On-going design, development, technical testing and deployment as described in "MCAPS Infrastructure Modernization" Section II – H below.

Additional programming, coding and testing services identified in Section II.D(1) – (3) above will be performed by VENDOR and chargeable to MnCCC if and as approved in a Work Order negotiated and signed by the parties. No additional Level 3 charges will be made without prior authorization by MnCCC.

E. Enhancements

Requirement of Work-Orders: With the exception of provision of pre-priced, fee support and maintenance services as designated as Support, VENDOR shall provide all

professional services hereunder as specified and pre-authorized by MnCCC in a written Work Order, in substantially the form of **Attachment C**.

1. Written Work Orders shall document the scope and timelines for any Enhancements, and shall contain at a minimum the following:
 - a. a maximum cost to MnCCC for the specified work (MnCCC or any other party hereunder has no obligation to pay any amount in excess of the amount specified unless so pre-authorized in writing by MnCCC. Additionally, any incremental payments must be specified in the Work Order, and must be related to the accomplishment of specified tasks);
 - b. Identification of the software version that the Enhancements will be made to;
 - c. specifications as to what services are to be performed;
 - d. identification of any third party software or freeware needed, along with associated costs;
 - e. a description of the work, software code, documentation and other relevant deliverables;
 - f. the due date for completion of the services to be provided, including a schedule for development and testing;
 - g. identification of two or three users that will provide beta testing of the enhancement and any expectations regarding such beta testing, unless this requirement is expressly waived by the MnCCC Executive Committee or its designee;
 - h. a schedule of status reports, if any, of the services being performed and the progress made;
 - i. the criteria, process and means that the Enhancements deliverables are to be accepted as complete and satisfactory;
 - j. identification of applicable performance milestones and payment terms.
 - k. a means for both parties to sign and evidence their binding agreement to the Work Order specifications and terms. Changes to Work Orders can only be made by mutual consent, documented in writing and signed by the parties.
2. Types of Work Orders: Work orders shall be either global or participatory. Global work orders are for work on the MCAPS system as a whole, for all users, and for which County Attorney User Group funds shall be used. Participatory work orders are for work performed for one or more specified users and for which the specified users shall be liable for. All Work Orders must be approved in writing by MnCCC prior to initiation of any work by VENDOR. A sample Work Order is attached to this Agreement as **Attachment C**.

F. Installation Support

For users not able or interested in performing their own MCAPS updates or new release installations, or who do not have another provider, VENDOR will perform the

installations as part of this optional support element. A minimum hourly fee for such Installation support services will be charged per installation, and as set forth in **Attachment A**.

Installation support will be performed by VENDOR via a signed Work Order, and chargeable only to users who choose this option.

G. MCAPS Project Coordinator

The VENDOR will assign a MCAPS Project Coordinator position that will regularly engage in MCAPS project management and will serve as the MCAPS lead contact and liaison.

H. MCAPS Infrastructure Modernization

With the specific activity as agreed to and as pre-approved by MnCCC, VENDOR will work ongoing on the underlying architecture of MCAPS as part of Level 3 support, and in order to remain current with respect to the "code stack" that supports the functional capabilities of MCAPS, and which will take up to 5,000 person hours to complete. The code stack generally refers to, but is not limited to: source code, SQL database, third-party products, security layer, web browser, web server, .NET framework, software and scripting language, web services, integrations with external systems, and other interfaces. In addition to this activity, infrastructure modernization also includes designing and creating new capabilities to support a more automated installation of MCAPS updates and new releases, and on-going technical documentation updates. Technical documentation requirements shall be defined on a regular basis with MnCCC and prioritized along with code update activity. Examples of technical documentation include:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

The MCAPS infrastructure modernization fund is to include 5,000 person hours during the term of this Agreement, initially allocated at 1,000 hours for each calendar year, with monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours annually be insufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the reallocation of hours from future years, and/or new hours chargeable at then-current **Attachment A** time and materials rates.

Should VENDOR fail to provide 1,000 hours in support of MCAPS infrastructure

modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s) for as long as this Agreement remains in force. If a Renewal Term is agreed to by the parties, an additional 3,000 hours shall be added to the MCAPS infrastructure modernization fund, initially allocated at 1,000 hours for each year of the Renewal Term. During the Initial Term of this Agreement or in any Renewal Term of this Agreement, if the balance of hours required for MCAPS infrastructure support, based on actual activity, is projected to be greater than remaining hours required to support known modernization activities, then hours may be shifted to MCAPS Enhancements, in order to "consume" available hours or pay for Software Support overages. Up to 150 hours of work by the VENDOR may be charged to infrastructure support for hours incurred in the fourth quarter of 2017 in preparation for product management.

MCAPS modernization will be performed by VENDOR only and associated costs are included in the Software Support fees payable this Agreement.

I. Additional Requirements

1. VENDOR must obtain written permission from MnCCC to add any VENDOR or third party plug-ins or code proposed to be incorporated into the MCAPS system. This includes, but is not limited to, any "freeware" or "shareware", which shall be avoided where possible. Once approved, those plug-ins or third party code will be included, maintained and updated as part of this Agreement, unless a special support addendum is executed and attached to this Agreement. VENDOR shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plug-ins used in the existing MCAPS application. MnCCC acknowledges and agrees that pre-existing plug-ins and third party code incorporated into the MCAPS system are accepted, and shall remain subject to full MCAPS support hereunder.
2. For new software development performed after 4/1/2018, VENDOR shall provide current, full and detailed database and application design and programming documentation for all parts of the MCAPS application including third party code additions, per provision in Section II – G above.
3. VENDOR shall follow the MnCCC source code and documentation policy.
4. VENDOR shall obtain and/or maintaining BCA certification (BCA Vendor Vetting and agreements for access to a CJDN restricted network).

J. Service Level Agreement, Priorities and Escalation – See *Attachment B*.

K. *Virus, Malware, Unapproved and/or Unauthorized Code*

1. VENDOR shall retain sole responsibility and liability for delivering all electronic files and other deliverables to MnCCC under this Agreement, free of any Virus, Malware or Unapproved and/or Unauthorized Code. VENDOR warrants and represents that

any data, programs, hardware or firmware provided, or sourced, by VENDOR to MnCCC shall be free, at the time of receipt, of any computer Virus, Malware, Unapproved and/or Unauthorized Code.

2. "Virus, Malware, Unapproved and/or Unauthorized Code" for purpose of this Agreement means any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off, limit or interfere with the full, unrestricted access and use by MnCCC, its user members and other end user licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any unauthorized, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or potentially malicious data into MnCCC and / or member systems or networks.

L. Governing Law; Compliance with Laws

This Agreement shall be governed by and construed in accordance with the Internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by VENDOR shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and VENDOR hereby irrevocably consents to the jurisdiction and venue of such courts, and agrees to commence any actions solely in such courts.

The parties shall each abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include VENDOR obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement.

M. Ownership, Proprietary Considerations and Data Security

1. VENDOR agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all documentation pertaining to the MCAPS system design, to avoid pirating or other unauthorized use of MnCCC's confidential, valuable assets. VENDOR hereby irrevocably assigns to MnCCC and its successors and assigns, and MnCCC shall solely own any MCAPS inventions, discoveries, data, databases, programs, documentation interfaces or other deliverables and work product developed or modified by VENDOR or its personnel providing services under this Agreement.
2. MnCCC and VENDOR agree that all materials and information developed under this Agreement shall become the sole property of MnCCC automatically and irrevocably as of initial creation, per the Irrevocable assignment in this Section M.
3. VENDOR agrees to protect the security of and to keep confidential all data

information and materials received or produced under the provisions of this Agreement, and shall not disclose them to any third parties, or make any internal use thereof, without the prior written consent of MnCCC, as provide in the assignment in this Section M.

4. Procedures and software created by VENDOR pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be included in the assignment identified in Section M.1. above. VENDOR shall not disclose or otherwise make said software available to third parties, or utilize such assets in any other non-related applications without the prior written consent of and written license agreement from MnCCC.
5. VENDOR shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding MCAPS and/or any data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without MnCCC's prior express written authorization. The provisions of this Section shall survive the expiration or termination of this Agreement.
6. VENDOR retains its ownership rights to its propriety software products, technology, user interface designs, and software libraries and development/utility tools it utilizes to create or support the software developed hereunder. This retained ownership shall in no way alter, prevent or limit MnCCC from exercising its full and sole ownership rights, and the ability to assign, transfer, license or commercialize any of the modifications, enhancements or other work product and deliverables created by VENDOR under this Agreement for MnCCC's propriety software products, technology, user interface designs, and software libraries. In order to facilitate such free and unrestricted use, VENDOR grants an irrevocable, perpetual, world-wide, royalty-free, transferable license by MnCCC and its licensees, transferees, successors and assigns to use all of such proprietary/third party software products, technology, user interface designs, and software libraries.

III. Items Not Included

This Agreement does not include support for non-MCAPS issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by VENDOR to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's user) to accept or decline the provision by VENDOR or such non-included services in writing and prior to initial performance by VENDOR in each case:

- A. Any third party software (fees or support), this does not include a third party code or plug-ins used in the application.
- B. Server migrations and server setup.
- C. Operating system updates or troubleshooting (Windows servers).
- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.

- F. PC issues or PC troubleshooting.
- G. User network remote connection issues.
- H. Other support for non-MCAPS applications or county systems.
- I. Future third party fees (if any) for what is currently "freeware" embedded within MCAPS.

IV. Billings of Charges and Costs

- A. VENDOR shall bill MnCCC for services and costs at the rates set forth in **Attachment A**.

The minimum fees to be paid to VENDOR for support services for MCAPS support over the term of this Agreement is defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

"Calendar quarter" shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. VENDOR shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section IV – A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by VENDOR during the duration of this Agreement for project management, technical work and training personnel shall be as defined in **Attachment A**.
- D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be tracked and reported by VENDOR to MnCCC, which reserves the right to inspect and copy VENDOR's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**. MnCCC shall compensate VENDOR following receipt of VENDOR's invoice and other documentation requested for charges and expenses incurred for other services, provided that such additional, non-flat fee prepaid work has been authorized, completed, and accepted without dispute by MnCCC and according to the specifications set forth in a Work Order and/or otherwise as authorized and specified herein. Charges shall be reimbursed to VENDOR at the agreed upon hourly rate listed in **Attachment A**, all to be tracked and billed in quarter hour increments, with any billable travel time to be charged at one-half the hourly rate. Any

proposed travel or other reimbursable expenses will be at actual reasonable costs, as pre-approved in a Work Order. MnCCC and VENDOR may agree in a Work Order to a fixed price for providing a service or delivery of a product. Further, MnCCC and VENDOR may agree to different hourly rates for a specific engagement, if so stated in the authorizing Work Order. MnCCC shall not be liable for any charges that were not pre-authorized in writing by a Work Order. MnCCC shall reimburse VENDOR within forty-five (45) days upon receipt of properly documented charges and expenses for services and deliverables that have been completed and accepted in accordance with the applicable Work Order. For any work which MnCCC disputes as not being authorized by the Work Order or incomplete under the standards and conditions as set forth in either this Agreement or in the Work Order, MnCCC shall be liable to pay only the amounts pertaining to the work accepted by MnCCC. VENDOR shall continue to perform services expeditiously, and in a good-faith effort to ensure that all remaining portions are promptly completed as agreed, until such disputes are resolved and the services and work product tested and accepted by MnCCC. VENDOR agrees to keep and maintain accurate, sufficient and complete time records for all work hereunder for at least one year following the provision of such services, and to provide such records to MnCCC at no charge upon request.

- F. For non-fixed fee services pre-authorized and performed pursuant to this Agreement, VENDOR is authorized to bill for time incurred in actual travel and at the discounted rates identified in **Attachment A**, and for all reasonable transportation and overnight travel expenses. Automobile mileage shall be billable per the then-current US General Services Administrative Schedule.
- G. Non-payment and remedies of VENDOR: In the event that MnCCC does not pay VENDOR within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), VENDOR shall have the option to terminate this Agreement upon at least ninety (90) days' written notice thereof.
- H. Right to Withhold Payment.
 - a. MnCCC may withhold payment of the whole or part of any amount due to or claimed by Vendor to such extent as may be necessary to protect MnCCC from loss on account of:
 - a. defective work not remedied or guarantees not met;
 - b. failure of Vendor to complete any part of its work in accordance with any permit, binding agreement or completion schedules established in or made a part of this Contract;
 - c. claims filed or reasonable evidence indicating probable filing of claims; and/or
 - d. damage to another Contractor.

In the event MnCCC withholds payment, then no interest penalty shall accrue against MnCCC for non-payment of disputed claims. Vendor may not exercise its right to termination as stated in section IV, sub G, for any payment withheld under this clause.

MnCCC will notify Vendor within 15 days as to the reason for the payment being withheld.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this Agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the MCAPS computer software system or services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the MCAPS computer software system or services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. VENDOR further represents, warrants and agrees as follows:
 - 1. VENDOR represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on utilized servers and networks (or mutually agreed upon future modernizations).
 - 2. VENDOR further warrants that these services will not alter or diminish or otherwise adversely alter the characteristics and/or the underlying performance of the existing MCAPS software system.
 - 3. VENDOR represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC on assignment, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights, or contain, at the time of receipt, any computer Virus, Malware, Unapproved and/or Unauthorized Code.
 - 4. VENDOR will provide true, correct and complete copies of the then-current MCAPS source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide VENDOR with written source code media, logistics, and delivery instructions from time to time.
- D. MnCCC further represents, warrants and agrees as follows:
 - 1. MnCCC represents, warrants, and covenants that it will provide the cooperation

and assistance of its personnel, as reasonably required, and as would be necessary for the completion of VENDOR's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to VENDOR of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist VENDOR with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update MCAPS, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement (including all Attachments and any other documents incorporated by reference in an amendment signed by the parties) supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

VENDOR shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to VENDOR from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Subject to the foregoing, this Agreement shall be enforceable by the parties and their respective successors and permitted assigns.

C. Conflicts of Interest

VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its full and unrestricted performance under this Agreement. VENDOR further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC.

Said written consent shall not be unreasonably withheld in the event that VENDOR shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of VENDOR hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions as if an original party thereof, as well as any nondisclosure or other agreements or obligations then in force between VENDOR and MnCCC.

E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, VENDOR is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by VENDOR under this Agreement, shall in no event be considered employees or personnel of MnCCC; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees, other professionals of VENDOR, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. VENDOR, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability Insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property

damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.

3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. VENDOR will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in VENDOR's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy required to be maintained hereunder.

H. Local Alterations

For the system supported under this Agreement, the version maintained by VENDOR shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by MnCCC. VENDOR shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the MCAPS system documentation.

I. Data Practices

Data collected, created, received, maintained, disseminated or used for any purposes in the course of VENDOR's performance of this Agreement is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. VENDOR agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. VENDOR designates Dan Musser, as its initial "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of VENDOR's responsible authority with a suitable qualified individual satisfactory to MnCCC will be effective on MnCCC's receipt of written notice thereof given by VENDOR.

J. Force Majeure

VENDOR shall not be held responsible for delay or failure to perform when such

delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusual severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

L. Non-Discrimination

In carrying out the terms of this Agreement, VENDOR shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

M. Document Examination

All books, records, documents and accounting procedures and practices of VENDOR relative to this Agreement are subject to periodic examination and copying by MnCCC or its designees, and either by the legislative auditor or the state auditor as appropriate, in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

N. Performance Review

VENDOR and the County Attorney User Group Chair, or their designee, shall meet at least annually to review the terms of this Agreement and each party's performance of its terms.

VII. Term and Termination

A. Term

This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein.

1. Initial Term

The Initial Term of this Agreement shall be for a period of five (5) years. The first two (2) years thereof shall be a Probationary Period, and subject to early termination as provide in Section B.1. below.

2. Renewal Term

This Agreement may be renewed by the written agreement of both parties for one period of three (3) years, beginning upon the conclusion of the Initial Term, or upon the earlier execution of an agreement to renew. Should services continue beyond the Initial Term into the Renewal Term, Maintenance and Service Fees will be negotiated at mutually agreeable terms.

3. Additional Renewal Term(s)

This Agreement may be renewed for unlimited additional three (3) year periods beginning at the end of the Initial Renewal Term, upon mutually agreeable Maintenance and Services Fees.

B. Termination

1. Termination for Convenience

a. Probationary Period

During the Probationary Period, either party may terminate the Agreement for convenience by providing written notice as provided herein. VENDOR must provide MnCCC at least one hundred eighty (180) days' prior written notice of intent to terminate. MnCCC must provide VENDOR at least ninety (90) days' prior written notice of intent to terminate.

b. Initial Term or Renewal Term

During the balance of the Initial Term or during the Renewal Term either party may terminate the Agreement for convenience by providing adequate notice. VENDOR must provide MnCCC at least one (1) year's prior written notice of intent to terminate, with the termination to take effect as of the expiration of the Initial Term or Renewal Term, unless MnCCC agrees in writing to an earlier date. MnCCC must provide vendor at least ninety (90) days' prior written notice of its intent to terminate during the Initial Term or Renewal Term.

2. Termination for Cause

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

3. Transition Services

Provided that this Agreement has not been terminated by VENDOR due to MnCCC's failure to pay any undisputed amount due VENDOR, VENDOR will provide to MnCCC and/or to any future vendor selected by MnCCC (hereinafter "Successor") assistance reasonably requested by MnCCC to effect the orderly transition of the Services (hereinafter "Transition Services"), in whole or in part, to MnCCC or to Successor following the termination of this Agreement, in whole or in part. Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from VENDOR to MnCCC or Successor; (b) if required, transferring the Subscriber Data to Successor; (c) using commercially reasonable efforts to assist MnCCC in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by VENDOR in connection with the Services; (d) using commercially reasonable efforts to make available to MnCCC, pursuant to mutually agreeable terms and conditions, any third-party services then being used by VENDOR in connection with the Services; and, (e) such other activities as may be reasonably necessary or desirable to complete the transition, or such other services as the parties may agree.

Notwithstanding the foregoing, should MnCCC terminate this Agreement due to VENDOR's material breach, MnCCC may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services, and this Section shall expressly survive the termination of this Agreement, until all Transition Services have been successfully provided.

3. Payments Upon Termination

Within thirty (30) days following the termination of this Agreement MnCCC shall pay to VENDOR all undisputed amounts due and payable hereunder, if any, and VENDOR shall pay to MnCCC all amounts due and payable hereunder, if any. Should this Agreement be terminated for cause or convenience prior to the expiration of the Initial Term or Renewal Term, any amounts due and payable shall be equitably prorated.

2. Return of Subscriber Data

Upon the termination of this Agreement VENDOR shall, within one (1) business day following the termination of this Agreement, provide MnCCC without charge and without any conditions or contingencies whatsoever (including, but not limited to, payment of any fees due to VENDOR), with a final copy of the source code of the most current software version, and all then-current documentation. VENDOR shall also certify to MnCCC the destruction of any/all data or software versions within the

possession or control of VENDOR, but such destruction shall occur only after the current version source code has been returned to MnCCC and verified as fully functional. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

VENDOR *Systems* *Jan 2017* *MA*

By: *Carl Hill*

Title: *President*

Date: *10/18/2017*

MnCCC

By: *J. H.*

Title: *Board Chair*

Date: *October 12, 2017*

MnCCC

By: *[Signature]*

Title: *Executive Director*

Date: *October 12, 2017*

MnCCC

By: *Terri L. Janssen*

Title: *County Attorney User Group Chair*

Date: *10-18-17*

ATTACHMENT A

MCAPS Support Agreement Fee Schedule: MnCCC will pay STI a quarterly fee as described in the "MCAPS Support Fee Schedule" table below for all support services described in section II.A.-D. If the total support hours in any quarter exceeds 432 hours, STI will be compensated for the additional hours on a time and materials basis in quarter hour increments computed at the applicable hourly rate. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Infrastructure Modernization Hours. If the total support hours are less than 432 hours in any one-quarter, MnCCC will receive an hour-for-hour credit up to 72 hours, computed at the rates in the "MCAPS Support Fee Schedule". These hours will be banked and will be used at the discretion of the MCAPS Executive Committee or credited against future support overages. The quarterly fee and support hours requirements may be adjusted annually by mutual agreement of both parties in a Work Order format.

The MCAPS Support Fee Schedule:

Contract Year	Annual Support Fee	Quarterly Support Fee	Hourly Rate for Billable Enhancements and Project Work
Year 1	\$450,000	\$112,500.00	\$165.00
Year 2	\$463,500	\$115,875.00	\$170.00
Year 3	\$477,405	\$119,351.25	\$175.00
Year 4	\$491,727	\$122,931.75	\$180.00
Year 5	\$506,479	\$126,619.75	\$185.00

Other Fees/Reimbursements:

- Travel time hourly rate is 1/2 of the applicable billable rate.
- For the contract term, STI's incurred mileage would be reimbursable at the appropriate annual IRS approved rate.
- All other travel expenses would be reimbursed at cost.
- Onsite fee for installation work is a minimum of four (4) hours.

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – MCAPS Support

This Agreement defines the SLA requirements referred in the Agreement for all Included Support Services as identified in Section II thereof.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into VENDOR's support tracking system and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact** - MCAPS system is not accessible
 - Severity 2: Significant Business Impact** – An MCAPS component is unavailable to users
 - Severity 3: Some Business Impact** - MCAPS system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact** - MCAPS system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- STI will assign initial severity, a MCAPS user can adjust severity designation with MnCCC's approval.
- Response Time Goals:
 - Severity 1** – Within one hour for initial response, with all available VENDOR resources to support until MCAPS system is up and running again. VENDOR resources will work 7 days a week, 24 hours a day until all Severity 1 issues are solved. VENDOR will provide regular updates to the MCAPS user on the status and resolution of Severity 1 issues. MnCCC and the affected MCAPS user shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update notification shall occur every 4 hours until the issue is resolved.
 - Severity 2** – Within two hours for initial response, subject to ongoing Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and VENDOR management-personnel is required after 20 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

Severity 3 – Within four hours for initial response, subject to ongoing Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and client personnel is required after 60 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

Severity 4 – Within eight hours for initial response, subject to ongoing Severity 1, 2 and 3 priorities. VENDOR will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved to MnCCC's satisfaction within three months. After three months escalation of the issue must be made to MnCCC, and the affected MCAPS user.

Hours of Service

VENDOR Support for MCAPS will be staffed and available from 8:00 A.M. to 5:00 P.M. central time, Monday through Friday, excluding federal government holidays, day after Thanksgiving, or other holidays as established.

Boundaries of Service

The focus of VENDOR's support is the MCAPS systems and while many other factors can affect the availability and performance of MCAPS, VENDOR will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by MCAPS support services may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to MCAPS
- Microsoft core operating systems, except as related to Microsoft standard updates that MCAPS must operate under/or with.
- Billable services from VENDOR (for a project outside of MCAPS Support Agreement)

Examples of services not covered under the MCAPS Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the MCAPS application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (servers), except as related to standard updates that MCAPS must operate under / or with.

- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to standard updates that MCAPS must operate under / or with.
- MCAPS user's network remote connection issues.
- Issues controlled by State of Minnesota (other than modifications required to conform MCAPS to applicable Minnesota law compliance requirements).
- Issues caused or initiated by county/agency that impact MCAPS that require VENDOR assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-MCAPS applications or other user systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within MCAPS (i.e. need examples, etc.) These must be identified ASAP by VENDOR by a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- MCAPS users will support their own requests for support with timely communication during and after problem resolution.
- MCAPS users will provide a high speed remote access capability to VENDOR, as needed, to help resolve support issues. VENDOR agrees to follow the individual and user requirements for this connectivity.
- MCAPS users will beta test releases and sign off prior to general release, unless the beta testing requirement is expressly waived for a specific release by the County Attorney Executive Committee or committee authorized by the County Attorney User Group Executive Committee.
- Users need to supply as much detail of the issue to the VENDOR help desk as possible.

Examples of information needed is:

- Knowing if the issue is isolated, or happening multiple times and to different MCAPS users.
- If the problem can readily be recreated, knowing the specific steps that caused the issue.
- Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
- If any local diagnostics were run, being able to share them with VENDOR.
- Sharing screen shots of issue, or error code.

Reporting

- **VENDOR will provide MnCCC approved reports to MnCCC concerning the following aspects of MCAPS Support. These reports shall be supplied at least monthly, or on a different schedule mutually agreed to by MnCCC, and VENDOR**
 - **Volume of Support Issues (new vs. resolved).**
 - **Resolution Type for Support Issues.**
 - **Volume of Issues by reporting agencies.**
 - **Trends in support.**
 - **Severity 1, 2, 3, 4 issues reported/resolved.**
 - **"Bugs" fixed/pending.**
 - **Enhancements completed/pending.**
 - **Modernization activities status and hours usage.**

ATTACHMENT C
Sample Work Order

MCAPS Work Order
(PROJECT TITLE)
Work Order Number: (insert number)

Objective: (describe project objective)

Scope of Services: (describe project scope, including things that are and are not included)

Deliverables: (describe deliverables to be provided upon completion)

Description of Work to be Performed:

Software Version to be Enhanced: (starting point version)

Design Process: (describe the process by which the project will be designed, including the number of hours expected)

Design Process Completion Date:

Development Process: (describe the development process, including the number of hours expected)

Development Completion Date:

Testing Process: (describe the testing process)

Alpha Testing: (describe the alpha testing process, including the number of hours expected)

Alpha Testing Completion Date:

Beta Testing: (describe the beta testing process, including any hours expected)

Beta Testing Completion Date:

Documentation: (describe the documentation process, including the number of hours expected)

Reporting: (describe the schedule of status and other reports for this project)

Acceptance Criteria:

The completion date for this project is (insert project completion date). On or before that date the following acceptance criteria shall have been met:

1. (insert project specific criteria)
2. All beta testers have signed off that the objective has been met and any/all bugs and errors have been resolved.
3. Any herein described documentation received by MnCCC.
4. VENDOR accounting of hours and other costs received by MnCCC.

Costs and Payment Terms:**Costs:**

(insert project costs)

Maximum costs for this Work Order are described herein and no additional costs shall be authorized without an amendment to this Work Order. Any additional design, development and/or testing hours required to meet the specified scope that are not herein described shall be at VENDOR's expense.

Payment Terms: VENDOR shall receive 25 percent of the payment of the anticipated costs upon approval of this Work Order. VENDOR shall receive payment of all remaining costs based on meeting defined project deliverables up to the total amount described in this Work Order.

BOARD RATIFICATION STATEMENT

The Board of Commissioners has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2018 through December 31, 2022. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: _____


Board Chair

Date: _____

12/12/17

Attest: _____



Title: _____

Assistant Houston County Attorney

Date: _____

12/12/17

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 23, 2022**

Date Submitted: 8/10/2022

By: Mark Olson, Emergency Management Director

ACTION REQUEST:

- **Requesting the board approve a resolution accepting the updated Houston County Emergency Operations Plan**

CONSENT AGENDA REQUEST:

NONE

Reviewed by:

___ **HR Director**

___ **x**

County

Sheriff

County

Engineer

___ **Finance Director**

___ **IS Director**

___ **PHHS**

Other

(indicate

dept)

___ **County Attorney**

___ **Environmental Svcs**

Recommendation:

Decision:

agenda request

Mark Olson

Wed 8/10/2022 1:48 PM

To: Houston County BOC <BOC@co.houston.mn.us>; Donna Trehus <Donna.Trehus@co.houston.mn.us>;

 2 attachments (50 KB)

2022 EOP resolution agenda request.docx; 2022 EOP board resolution.docx;

Agenda request and draft resolution are attached.

The emergency operations plan is fairly large so instead of printing multiple copies it can be viewed on the county web site by clicking the link below and selecting "Plans" from the left side of the screen and then scrolling down to the links for each section starting with the "Basic Plan" and the accompanying annexes.

<https://www.co.houston.mn.us/departments/emergency-management/>

Mark Olson

Emergency Management Director

PSAP Coordinator

Houston County Sheriff's Office

306 S. Marshall Street

Caledonia, MN 55921

(507) 725-5834

(507) 725-5249 fax

mark.olson@co.houston.mn.us

Resolution Approving 2022 Emergency Operations Plan

Resolution # 22-40

WHEREAS, the Houston County Board of Commissioners recognizes the 2022 update of the Emergency Operations Plan and all of its annexes as approved by the responsible department heads;

WHEREAS, the Houston County Board of Commissioners recognizes and accepts its roles prior to, during, and after a disaster as outlined in the 2022 update of the Emergency Operations Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners accept the 2022 Houston County Emergency Operations Plan and all of its annexes, roles, and responsibilities.

ATTEST:

I, Donna Trehus, Auditor-Treasurer, hereby attest that the foregoing resolution was duly adopted by the Houston County Board of Commissioners on the 23rd day of August, 2022.

Houston County Auditor-Treasurer

HOUSTON COUNTY
AGENDA REQUEST FORM
August 11, 2022

Date Submitted: August 11, 2022

By: Robert Thoen

The Brownsville VFW has again donated \$200.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

Reviewed by:	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Other
	<input type="checkbox"/> Environmental Svcs	<input checked="" type="checkbox"/> (indicate dept) VSO
Recommendation:		
Decision:		



preserving the peace and public trust

HOUSTON COUNTY SHERIFF'S OFFICE

306 South Marshall Street Suite 1100 Caledonia MN 55921

MARK A. INGLETT - Sheriff



August 17th 2022

Cover letter for MN BCA Joint Powers Agreement

Commissioners:

The attached Joint Powers of Agreement are necessary to facilitate an agreement between the County of Houston on behalf of the Sheriff's Office, and the Department of Public Safety (BCA) for accessing their criminal justice data. This agreement is necessary for us to complete our work.

We have entered into these agreements in the past and this is essentially a renewal of the previous agreement. The agreements are valid for 5 years. Fees are referenced in the agreement and we have always paid quarterly fees to the BCA. While they are not increasing their fees with this agreement, they are changing to an annual invoice rather than a quarterly invoice. That is essentially the only change.

A resolution will need to be adopted which is included in the attached documents.

The originally will need to be signed by the Board Chair and Auditor/Treasurer.

Thank in advance for taking care of this. As always, if you have any questions/concerns, please let me know.

Sincerely,

Mark Inglett
Houston County Sheriff

RESOLUTION NO. 22-41

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF HOUSTON
ON BEHALF OF ITS SHERIFF**

WHEREAS, the County of Houston on behalf of its Sheriff, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Houston, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Houston on behalf of its County Attorney and Sheriff are hereby approved.

2. That the Houston County Sheriff- Mark Inglett, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Brian Swedberg, Houston County Chief Deputy, is appointed the Authorized Representative's designee.

3. That Greg Myhre -, the Chair of the County of Houston , and Donna Trehus, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this _____ day of _____, _____.

COUNTY OF HOUSTON

By: Greg Myhre
Chair- Houston County Board of Commissioners

ATTEST:

By: Donna Trehus
Houston County Board Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Houston on behalf of its Sheriff's Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Mark Inglett, Sheriff
Address: 306 S Marshall St, Ste 1100
Caledonia, MN 55921
Telephone: 507.725.3379
Email Address: mark.inglett@co.houston.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Houston on behalf of its Sheriff’s Office (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200218, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**HOUSTON COUNTY
AGENDA REQUEST FORM
August 23, 2022**

Date Submitted: 8/17/22

By: Brian Swedberg, Chief Deputy

ACTION REQUEST:

NONE

CONSENT AGENDA REQUEST:

- Request to sign contract for purchase of new county wide Law Enforcement software solution: Central Sqaure.

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input checked="" type="checkbox"/> County Sheriff	_____
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	_____
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	_____
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Other (indicate dept)	_____
	<input type="checkbox"/> Environmental Svcs		
<u>Recommendation:</u>			
<u>Decision:</u>			