

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 22, 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 Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Human Resources Director Theresa Arrick-Kruger, Recorder Mary Betz, Public Health and Human Services Director John Pogleasa, Chief Deputy Brian Swedberg, Sheriff Mark Inglett, Engineer Brian Pogodzinski, Zoning Administrator Amelia Meiners, Environmental Services Director Martin Herrick, Merchants Bank President Matt Schuldt, Fair Manager Emily Johnson, Root River SWCD Dave Walter, and Bob Schuldt

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda one item was added to the consent agenda: Approve the non-precedent mediated settlement agreement between the County and AFSCME on behalf of grievant Amelia Meiners for \$1,606 less required payroll deductions. Motion by Commissioner Burns, seconded by Commissioner Severson motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the meeting minutes from November 8, 2022.

Motion was made by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the meeting minutes from November 15, 2022.

Public Comment:

None.

APPOINTMENTS

Fair Manager Emily Johnson presented the Houston County Agricultural Society (Fair Board's) Profit & Loss statement from October 2021 through September 2022. Johnson said overall the County Fair had went well in 2022. She said that each grandstand event had made some money. Johnson said they currently had \$72,000 set aside for the next fair building project. She asked the Commissioners for the additional \$4,000 for the Ag Society that was typically received after the financial statement was presented to the Commissioners. The Commissioners asked Johnson about the County's Sentence to Serve (STS) program and how the program helped the fair board. Johnson said STS was a "huge asset" to the fair board. She said one project STS worked on was taking down an old fair building when the new building was constructed.

Dave Walter from the Root River Soil and Water Conservation District (RRSWCD) presented the 2023 RRSWCD budget to the Commissioners. Walter said that expenses were going up. He said he was asking for more money this year, and this was the first time he had done so in the nine years he had been with the RRSWCD. He asked the Commissioners to consider a \$15,000 increase to the County appropriation.

At 10:42 a.m. a motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to go into closed session pursuant to Minn. Stat. 13D.05, Subd. 3 for end of probation review. All the Commissioners and Human Resources Director Kruger attended the closed session.

At 11:50 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion carried unanimously to come out of closed session.

Human Resources Director Kruger gave a summary of the closed session saying they had discussed the Environmental Services Director. No action had been taken. It had been the general consensus of the board to extend the session to December 13th, 2022.

Motion by Commissioner Burns, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. See consent agenda below.

CONSENT AGENDA

- 1) Amend the contract with Collaborative Design Group for the Facilities Utilization Study Agreement to three buildings: Justice Center, Historic Courthouse, and Community Services Building for a total cost of \$61,710.00.
- 2) Hire Kristen Klug as a probationary Case Aide, B22 Step 1, effective 12/19/2022, conditioned upon successful completion of background check.
- 3) Amend Hana El-Afandi's resignation date from 11/16/2022 to 11/21/2022.
- 4) Change the employment status of Lead Jailer/Dispatcher, Patrick Molling, from probationary to regular, effective 12/06/2022.
- 5) Approve the non-precedent mediated settlement agreement between the County and AFSCME on behalf of grievant Amelia Meiners for \$1,606 less required payroll deductions.

ACTION ITEMS

File No. 1 – Commissioner Walter moved, Commissioner Johnson seconded, motion carried unanimously to approve the additional \$4,000 to the Houston County Ag Society (Fair Board). (Item was already budgeted.)

File No. 2 – Commissioner Severson moved, Commissioner Johnson seconded, motion carried unanimously carried to approve the FY 2023 BWSR MPCA Grants for the Septic Treatment Systems (\$18,600) and the Septic Treatment Systems Upgrade (\$33, 418).

File No. 3 – Commissioner Walter moved, Commissioner Severson seconded, motion carried unanimously carried to approve Resolution No. 22-55 regarding the County Veterans Service Office Operational Enhancement Grant Program. See resolution below.

RESOLUTION NO. 22-55

OF HOUSTON COUNTY

BE IT RESOLVED by Houston County that the County enter into a Grant Agreement (see attached template) with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes §197.608, as amended by Minnesota Laws 2022, Regular Session, Chapter 54, Article 1, Section 3, Subdivision 2(e) This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Houston County that Robert Thoen, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board Chair this 22nd day of November, 2022.

File No. 3 – Commissioners discussed County banking options. Prior to making a motion Commissioner Burns said he was in favor of switching banks because Merchants bank was a Minnesota company with three branches in Houston County. He said they employed many local people. He also said that based on the numbers presented at the last workgroup session Merchants Bank would be able to make the County more interest on accounts than the current bank. Commissioner Johnson said the County had a long history of banking with Bank of the West. Bank of the West had recently been acquired by BMO Harris Bank. Commissioner Johnson said he did not know what would happen, however he hoped the local branch in

Houston County would continue to stay open. Auditor/Treasurer Trehus told the Commissioners the Bank of the West accounts had made \$3,979.24 in interest since May of 2022. Commissioner Burns moved, Commissioner Walter seconded, motion carried 4 to 1 to switch banks from Bank of the West to Merchants Bank. Commissioner Johnson voted no.

DISCUSSION ITEMS

Commissioners discussed the Sheriff's Office budget with department heads.

Commissioners discussed recent meetings they had attended including a Finance meeting, SELCO meeting, and Project Management Team meeting for the County Comprehensive Land Use Plan.

Commissioner Walter said she had worked as an election judge in La Crescent township and that the poll pads had worked well. She said she had also recently attended a Veterans Day celebration. She said a La Crosse Harbor meeting was scheduled for the following week.

Closing Public Comment:

None.

Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to adjourn the meeting at 11:54 a.m. The next meeting would be a regular meeting on December 13, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

HOUSTON COUNTY

AGENDA REQUEST FORM

Date Submitted: 12.13.22

By: Donna Trehus-Auditor-Treasurer

CONSENT AGENDA REQUEST: Consider approving the 2023 Tobacco Licenses for the following:

- 1) River Valley Convenience Store, Inc. Cennex, Houston, MN.**
- 2) Houston Food Mart/BP, Houston, MN**
- 3) DG Retail, LLC dba Dollar General #20006**

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County**

____ **Sheriff**

____ **County**

____ **Engineer**

____ **PHHS**

____ **Other**

____ **(indicate**

____ **dept)**

____ **Auditor/Treasurer**

Recommendation:

Decision:

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 13, 2022**

Date Submitted: December 8, 2022

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUESTS

SELCO

- Consider participation and funding agreement with SELCO (see attached)

Elected Officials 2023 Salaries

- Set the 2023 County Attorney's annual salary at \$124,425.60 (see attached letter)
- Set the Auditor/Treasurer's annual salary at \$93,683.20

APPOINTMENT REQUEST

- Closed session pursuant to Minn. Stat. 13D.05, Subd. 3 for end of probation review.

HR CONSENT AGENDA REQUEST

Public Health & Human Services

- Change the employment status of Social Worker, Brittany Anderson, from probationary to regular, effective 12/22/2022

Sheriff's Office

- Hire Calvin Nagle as a 1.0 FTE probationary Deputy Sheriff, C42, Step 1, effective 1/3/2023

Veterans Services

- Hire Dorothy Schutz as a Veterans Services driver, temporary/casual 67 day employee, at a pay rate of \$14.97/hour

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

Recommendation:

Decision:

SELCO – HOUSTON COUNTY CONTRACT FOR LIBRARY SERVICE

This Agreement made and entered into effective, by and among Southeastern Libraries Cooperating, a non-profit corporation as organized under Minnesota Statutes 317A, also designated as a regional public library system as recognized in Minnesota Statutes 134.20 (hereinafter referred to as “SELCO”), the County of Houston, State of Minnesota (hereinafter referred to as “County”) and the Library Boards as established under Minnesota Statutes 134.11 governing the Caledonia Public Library, Hokah Public Library, Houston Public Library, La Crescent Public Library and the Spring Grove Public Library, (hereinafter collectively referred to as the “Libraries”).

RECITALS

- A. The State of Minnesota requires the County, pursuant to the provisions of Minnesota Statutes 134.34 and 134.341 to participate in a regional public library system, as assigned by the Minnesota Department of Education.
- B. SELCO is a regional public library system created pursuant to Minnesota statutes and is designated to serve County.
- C. SELCO and the Libraries have the authority and responsibility to determine library services to be provided to the County's residents, as per this agreement.
- D. SELCO, the County and the Libraries wish to set forth their relative responsibilities in connection with their relationship under Minnesota statutes. All parties shall provide employment and services to all people without discrimination and shall comply with all federal, state, and local laws, or ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on the basis of race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance, familial status, disability, sexual orientation, gender identity, or age.
- E. The Board of Commissioners of County has the continuing authority and responsibility to determine how to distribute County property tax dollars, a portion of which is to pay for public library services.

NOW, THEREFORE, the parties hereto agree as follows:

1. County will participate in SELCO.
2. County will levy and collect funds on lands not otherwise taxed for library services for the support of library services in the County in accordance with Minnesota Statutes 134.34.
3. The County agrees to provide funding at a level of:
2023 \$189,697 + \$30,000
2024 \$193,491 + \$30,000
2025 \$197,361 + \$30,000

SELCO will invoice County quarterly one-fourth of the annual funding level and County will make timely quarterly payments upon receipt of such invoices.

4. The Libraries and SELCO shall provide library service to the residents of the County at no additional fee beyond those imposed on all library users. These services will include by way of illustration but not limitation:
 - a. Onsite use of all library materials, equipment and resources, including public access Internet computers;
 - b. Onsite and remote access to licensed online electronic resources;
 - c. Checkout/circulation privileges for all circulating materials. These may include, but are not necessarily limited to, such items as books, audio and video media, and magazines;
 - d. Walk-in privileges at Minnesota public libraries;
 - e. Interlibrary loan service, accessing items in the 11-county area, as well as statewide access to MnLINK;
 - f. Access to children's services including school visits, preschool storytimes and summer library programs;
 - g. On-site reference service;
 - h. Ease of return – check out material from any library and return to any SELCO library;
 - i. Programs for various age groups; and
 - j. Commitment to cooperate with other community groups.
5. SELCO shall bill the County quarterly for the funding level of the County. County shall pay such invoices within 30 days of the date of the invoice.
6. SELCO, acting as fiscal agent and after receiving County payment as outlined in clause 3, will disperse operating funds to the Libraries. The \$30,000 shall be distributed in equal amounts of \$6,000.00 to each of the five libraries.

7. SELCO shall collect necessary data from the County and the Libraries to report to the Minnesota Department of Education by July 1 of each year. The Commissioner of Education will certify to the County and the Libraries the minimum level of support required by Minnesota Statutes 134.34.
8. The Libraries agree to provide the County and SELCO with statistical data based on information gathered by the Minnesota Department of Education as referenced in Minnesota Statutes 134.13.
9. County will appoint a representative to the SELCO Board of Directors. A vacancy in this position shall be filled in the same manner as the original appointment was made.
10. The term of this Agreement shall be for a period of three (3) years commencing January 1, 2023. The parties agree to negotiate additional terms in good faith beginning a minimum of six (6) months prior to the termination date. If the parties fail to complete negotiations before the expiration of this Agreement, this Agreement shall remain in effect on a month-to-month basis until such negotiations are completed.
11. This agreement may be terminated as follows:
 - a. By mutual written consent of all Parties;
 - b. By written notice from SELCO to County if County is in material breach of this Agreement for thirty (30) days after written notice of such breach.
 - c. By written notice from County to SELCO if SELCO is in material breach of this Agreement for thirty (30) days after written notice of such breach.
12. This document states the entire Agreement among the parties about its subject matter. No agreement affecting the subject matter of this Agreement shall be entered into by any of the Parties, unless all Parties are signatories to such agreement. This Agreement may only be changed, modified, or amended through a written instrument signed by all of the parties to it expressly referencing this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties intending to be legally bound hereby have hereunto set their signatures below.

Southeastern Libraries Cooperating (SELCO)

President of SELCO Board of Directors

Date

County of Houston

County Board of Commissioners, Chair

Date

In Witness Whereof, Resolution of the Board of Commissioners of Houston County, Minnesota

County Auditor/Treasurer

Date

Caledonia Public Library

Library Board President

Date

Hokah Public Library

Library Board President

Date

Houston Public Library

Library Board President

Date

La Crescent Public Library

Library Board President

Date

Spring Grove Public Library

Library Board President

Date

HOUSTON COUNTY ATTORNEY'S OFFICE



Houston County Justice Center
306 South Marshall Street, Suite 2300
Caledonia, MN 55921
Telephone: (507)725-5802
Fax: (507)725-5783

Samuel D. Jandt
County Attorney
samuel.jandt@co.houston.mn.us

Suzanne M. Bublitz
Assistant County Attorney
suzanne.bublitz@co.houston.mn.us

Support Staff
HCAO@co.houston.mn.us

December 6, 2022

Houston County
Attn: Board of Commissioners
304 South Marshall Street
Caledonia, MN 55921

RE: 2023 Salary Request

Dear Commissioners:

Attached is the 2022 and the 2023 pay scales. The steps represent the hourly equivalents for salaried employees (and elected officials). The 2023 rates are based on an assumed 3% COLA. The County Attorney is banded E82. The pay grids are a guideline only for setting the elected salaries as elected position pay processes are governed by statute and as such do not need to follow any particular guideline. If the Board were to follow the pay grid my 2023 salary would be \$128,772.80. However, a 3% adjustment without a step would be $\$120,803.90 * 1.03 = \$124,425.60$.

This letter is to formally request the Board set my 2023 salary at \$124,425.60.

If you would have any questions regarding this letter please contact me. Thank you.

Sincerely,

SAMUEL D. JANDT
HOUSTON COUNTY ATTORNEY

2023
3.0%

Current
Band
Grade

Steps									
	0	3.50% 1 yr	3.50% 2 yr	3.50% 3 yr	3.50% 4 yr	3.50% 5 yr	3.50% 6 yr	3.50% 7 yr	3.50% 8 yr
	1	2	3	4	5	6	7	8	9
A11	\$15.76	\$16.32	\$16.88	\$17.47	\$18.08	\$18.72	\$19.36	\$20.04	\$20.75
A12	\$17.33	\$17.94	\$18.57	\$19.23	\$19.90	\$20.59	\$21.32	\$22.06	\$22.84
A13	\$18.38	\$19.01	\$19.67	\$20.37	\$21.08	\$21.83	\$22.59	\$23.38	\$24.19
B21	\$19.48	\$20.16	\$20.87	\$21.60	\$22.36	\$23.13	\$23.95	\$24.78	\$25.66
B22	\$20.64	\$21.37	\$22.11	\$22.90	\$23.69	\$24.52	\$25.38	\$26.28	\$27.20
B23	\$22.51	\$23.29	\$24.11	\$24.96	\$25.82	\$26.73	\$27.67	\$28.63	\$29.62
B/24	\$23.85	\$24.69	\$25.55	\$26.44	\$27.37	\$28.33	\$29.31	\$30.34	\$31.40
B25	\$25.29	\$26.17	\$27.09	\$28.03	\$29.00	\$30.02	\$31.08	\$32.17	\$33.29
B31	\$26.05	\$26.96	\$27.90	\$28.88	\$29.89	\$30.94	\$32.02	\$33.15	\$34.30
B32	\$27.61	\$28.57	\$29.57	\$30.61	\$31.68	\$32.80	\$33.95	\$35.13	\$36.36
C41	#VALUE!	\$30.30	\$31.36	\$32.46	\$33.59	\$34.76	\$35.99	\$37.24	\$38.54
C42	\$30.74	\$31.81	\$32.92	\$34.07	\$35.27	\$36.49	\$37.78	\$39.10	\$40.47
C43	\$31.96	\$33.07	\$34.23	\$35.42	\$36.67	\$37.95	\$39.27	\$40.64	\$42.07
C44	\$33.56	\$34.73	\$35.95	\$37.21	\$38.51	\$39.86	\$41.26	\$42.69	\$44.19
C52	\$35.58	\$36.82	\$38.12	\$39.45	\$40.83	\$42.25	\$43.73	\$45.27	\$46.85
C53	\$36.65	\$37.92	\$39.25	\$40.62	\$42.04	\$43.52	\$45.04	\$46.62	\$48.25
D61	\$37.75	\$39.07	\$40.44	\$41.86	\$43.31	\$44.83	\$46.39	\$48.02	\$49.71
D62	\$39.26	\$40.63	\$42.05	\$43.53	\$45.05	\$46.63	\$48.26	\$49.94	\$51.69
D63	\$43.19	\$44.70	\$46.27	\$47.88	\$49.56	\$51.30	\$53.10	\$54.96	\$56.88
E81	\$47.50	\$49.17	\$50.89	\$52.67	\$54.52	\$56.42	\$58.40	\$60.45	\$62.56
E82	\$50.36	\$52.12	\$53.95	\$55.84	\$57.79	\$59.82	\$61.91	\$64.08	\$66.31

Houston County

Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 11/22/22 for the 12/13/22 Board Meeting

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Required public meeting for the MS4 Stormwater Pollution Prevention Program to be held in conjunction with the Board of Commissioners Meeting.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Board Approval

For County Use Only

Reviewed by:

<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>

Recommendation:

Decision:

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

NOTICE OF PUBLIC HEARING
STORMWATER POLLUTION PREVENTION PROGRAM
MS4 (MUNICIPAL SEPARATE STORM SEWER SYSTEM)

PLEASE TAKE NOTICE:

Notice is hereby given that the Annual Public Information Meeting on Houston County's Stormwater Pollution Prevention Plan (SWPPP) will be held on Tuesday, December 13, 2022 at 9:30am in the Houston County Commissioner's Room, City of Caledonia, Minnesota. General information on permit activities and coverage will be presented and discussed.

Anyone wishing to attend remotely may do so at

<https://zoom.us/j/99472977175?pwd=RVdiT2FZdIBoWlk1WUZjNE5xL3Y0dz09> or by dialing 312-626-6799 and entering meeting ID: 994 7297 7175. The passcode is 368422.

All persons having an interest in the matter will be given the opportunity to submit comments. Comments should be mailed to the Highway Department, 1124 East Washington Street, Caledonia, MN 55921, or emailed to brian.pogodzinski@co.houston.mn.us, and must be received by Thursday, December 8, 2022. Comments received by this date will be part of the public record and will be made available for review prior to the meeting.

Copies of the current MS4 Permit Coverage Letter and MS4 Notice of Coverage are available on the County's website: www.co.houston.mn.us/departments/highway.

For those without internet access, a hard copy of the annual report will be available starting on November 30, 2022 at the Houston County Highway Department Office during regular business hours 8 a.m. to 4 p.m., Monday through Friday. Please call ahead to make an appointment to view the hard copy at 507-725-3925.

HOUSTON COUNTY HIGHWAY DEPARTMENT

By Brian Pogodzinski
Highway Engineer

ADV: November

Houston County Agenda Request Form

Date Submitted: November 22, 2022

Board Date: December 13, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Houston County Highway is requesting the purchase of a 32' scissor lift. This lift will be used for a variety of purposes such as maintaining building equipment (HVAC, lighting, etc...) and reaching the mezzonine among other things. We are requesting permission to use up to \$10,000 plus shipping to purchase this equipment.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Approve to purchase.

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	_____

Recommendation:

Decision:

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: December 7, 2022

Board Date: December 13, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Attached is a proposal from Bolten and Menk to design and inspect the airport hangar taxiway construction project. Proposed construction of the taxiways would take place in the Fall 2023. Therefore, in addition to this discussion, the land rental agreement should also be reviewed.

Attachments/Documentation for the Board's Review:

Bolten and Menk proposal attached.

Justification:

Action Requested:

Proposal approval.

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

October 27, 2022

Mr. Brian Pogodzinski, P.E.
County Engineer
Houston County
1124 East Washington Street
Caledonia, MN 55921

RE: Houston County Airport (CHU)
Hangar Taxilane Construction
BMI Work Order #2
Proposal for Professional Services

Dear Mr. Pogodzinski,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Hangar Taxilanes Construction project at the Houston County Airport.

We understand the County previously acquired 7.93 acres of land southeast of the Entrance Drive for future building area development. The first development planned is construction of an 8-Unit T-Hangar and private hangar lots. This project will construct the Hangar Taxilanes to provide access from the Apron to the southeast building area for future building construction.

This proposal includes Design, Bid, and Construction Administration services. Task 1 will involve Design and Bid Administration and Task 2 will involve Construction Administration services.

SCOPE OF SERVICES:

TASK 1 DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

1.2 Environmental Documentation

Consultant will revise the previously submitted Categorical Exclusion (CATEX) document submitted for the land acquisition project to detail this project. Copies of the final document will be distributed to the FAA for review and finding. If there are any impacts which require

extensive research, the additional work shall be done under a separate Task Order.

1.3 Prepare Disadvantaged Business Plan (DBE)

Since the project is anticipated to use more than \$250,000 of federal grant funds, the annual Disadvantaged Business Enterprise goals will be updated to reflect the current project. This task includes research of the current state highway certified DBE listings and area contractors to determine the availability of potential DBE contractors, preparation of preliminary construction estimates, and identification of potential DBE work items. The DBE goal work sheets will be finalized for Sponsor submittal to the FAA Civil Rights Office.

1.4 Topographical Survey

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Houston County coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey field work will require one trip to the airport. Consultant shall convert the survey data in CAD format for use in design. This will require one field visit by the survey crew.

1.5 Geotechnical Investigation

Consultant shall determine the type and frequency of geotechnical testing required for the project. Field work will be performed by a qualified geotechnical subconsultant. The geotechnical investigation will include four (4) soil borings at a depth of 10 feet.

1.6 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.7 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA specifications.

Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.8 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

1.9 Prepare Advertisement for Bids

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

1.10 Furnish Bid Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

1.11 Respond to Bidders Questions

During the bidding process, Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.12 Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the State. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

1.13 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

1.14 Bid Review and Bid Tabulation

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

1.15 Prepare Recommendation for Award

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made Consultant will distribute the bid tabulations on

request of the Sponsor.

1.16 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

TASK 2 CONSTRUCTION ADMINISTRATION:

2.1 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Project Representative will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, MnDOT Aeronautics (if available), Subconsultants, FAA DMA-ADO (if available), Contractor, Subcontractors and utility companies.

2.2 Initial Construction Layout

The Consultant shall layout all proposed pavement repair for the Contractor. This shall require one trip to the Airport by the licensed surveyor.

2.3 Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Sponsor, Contractor and applicable Agencies have been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Plans will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Consultant will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.4 Construction Management

The Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client. Services shall include interpretation of the plans and specifications, review of pay applications, explanation of bidding documents to contractor, review of field/change orders, and monitoring of certified payroll reports.

2.5 Resident Project Representative Services

The Sponsor as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Sponsor and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are

not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Full-Time Resident Project Representative** services will be provided. It is anticipated the Project will be completed within **20 Working Days**. This will involve twenty (20) trips by the RPR.

Resident Project Representative Services shall be completed in accordance with the following:

- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Sponsor if the Contractor elects to continue the use of questioned equipment and methods.
- Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- Evaluate possible material substitutions as requested by the Contractor.
- Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.
- Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- Attend and participate in construction progress meetings.
- Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

2.6 Final Inspection and Documentation

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, MnDOT and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

Once all the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

2.7 As-Built Plans

The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Sponsor with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

2.8 Project Closeout

Consultant shall prepare the FAA Project Financial Closeout Forms and Report and submit to the Sponsor for submittal at the conclusion of the project.

CONSIDERATION:

The services described above in this proposal shall be completed on a LUMP SUM basis as follows:

TASK 1	Design and Construction Administration	\$ 40,000.00
TASK 2	Construction Administration	\$ 39,000.00
TOTAL PROFESSIONAL SERVICES		\$ 79,000.00

Anticipated Funding Shares:

FAA (90%): \$ 71,100.00

MnDOT (5%): \$ 3,950.00

County (5%): \$ 3,950.00

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,
BOLTON & MENK, INC.



Silas Parmar, P.E.
Principal Aviation Engineer

Authorization and acceptance of this letter proposal.

Houston County, Minnesota

By: _____
Mr. Brian Pogodzinski
County Engineer
Date _____

Attest: _____
Name/Title
Date _____



1. The first step is to identify the problem. This involves understanding the situation and the goals that need to be achieved. It is important to gather all relevant information and to define the problem clearly.

Houston County Agenda Request Form

Date Submitted: December 7, 2022

Board Date: December 13, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The City of Caledonia is writing an application for an Active Transportation grant to get rapid flashing beacons at crosswalks in the city. They are looking for a resolution of support to assist in the application.

Attachments/Documentation for the Board's Review:

Resolution is attached.

Justification:

Action Requested:

Resolution approval

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	

Recommendation:

Decision:

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

RESOLUTION NO. 22-56

RESOLUTION BY THE BOARD OF COMMISSIONERS OF HOUSTON COUNTY, MINNESOTA SUPPORTING THE CITY OF CALEDONIA'S PURSUIT OF ACTIVE TRANSPORTATION INFRASTRUCTURE FUNDING FOR PEDESTRIAN SAFETY IMPROVEMENTS

WHEARAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled; and

WHEREAS, the program was established by the Minnesota Legislature in 2018 and is defined in Minnesota Statute 174.38; and

WHEREAS, in this funding cycle the Minnesota Department of Transportation will award \$3.5 million in state funding to selected projects that will effectively address safety concerns, equity, and engage the community in project development; and

WHEREAS, the proposed project will enter construction during the 2024 calendar year and will have a useful life of over 10 years; and

WHEREAS, we understand that this project will install multiple Rectangular Rapid Flashing Beacons (RRFB) at pedestrian crossing locations with high volumes of traffic and exposure within the City of Caledonia; and

WHEAREAS, we understand that the construction of this project will enhance the safety of the pedestrian crossings at intersections by increasing pedestrian visibility and increasing driver awareness of pedestrian crossing locations.

THEREFORE, BE IT RESOLVED, the Active Transportation Program requires a sponsoring agency for small cities. Houston County is prepared to act as the sponsoring agency on behalf of Caledonia and will execute the grant agreement and ensure the proposed project is meeting milestones and dates.; and

THEREFORE, BE IT FURTHER RESOLVED, the Houston County Board of Commissioners approves the City of Caledonia's pursuit of Active Transportation funds for the Pedestrian Safety Improvements; and

THEREFORE, BE IT FURTHER RESOLVED, Houston County recognizes that Active Transportation grants are paid on a reimbursable basis and agrees act as the fiscal agent on behalf of the City of Caledonia to finance the total project cost before submitting a request for reimbursement;

THEREFORE, BE IT FURTHER RESOLVED, Houston County is committed to working with the City of Caledonia in the development and construction of the proposed project in a timeframe that supports grant agreement requirements.

Adopted this _____ day of _____, 2022.

Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 12/2/2022

Person requesting appointment with County Board: Sam Jandt and Andy Milde

Will you be doing a power point or video presentation: Yes X No

Issue:

Requesting approval to purchase new case management software to replace MCAPS.

Attachments/Documentation for the Board's Review:

Documentation will be provided prior to the December 13th board meeting.

Justification:

MCAPS contract ends this year. Need an updated, reliable system that integrates with law enforcement, the courts and the BCA.

Action Requested:

Approve purchase of new system.

For County Use Only			
Reviewed by:	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning/Environmental Service
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> HR/Personnel
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

HOUSTON COUNTY ATTORNEY'S OFFICE HOUSTON COUNTY, MINNESOTA

CONTRACT FOR

PROSECUTOR by **KARPEL**

PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Houston County, a political subdivision of the State of Minnesota (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this Agreement, together with the Master Terms and Conditions expressly incorporated herein, with respect to the license of Karpel Solutions' copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. DEFINITIONS

1. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. "Client Content" means all data, information, documents, and files Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. "Enhancements" means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. "Intellectual Property" (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
7. "Personally Identifiable Information" (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

8. "PbK" mean the PROSECUTORbyKarpel® case management system and specifically the Client's licensed copy of PbK.
9. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
12. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

	<u>PROSECUTORbyKarpel Implementation Timeline</u>
<u>Deadline</u>	
	<p>Project Pre-Implementation Meeting scheduled. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction (if applicable). The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.</p> <p>Assigned Resources: Karpel project manager. Customer project manager.</p>
	<p>Server & PC assessment completed, and any necessary hardware or software ordered to meet PbK Installation Prerequisites.</p> <p>Assigned Resources: Customer project manager and IT personnel.</p>
	<p>Remote pre-implementation meeting with project manager and System Administrators. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions, reports and interface definitions. PbK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers. Customer project manager, system administrator(s).</p>

	<p>Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.</p> <p>Assigned Resources: Karpel project managers, Customer project manager, system administrator(s).</p>
	<p>1st Data Conversion Webinar is reviewed on Karpel servers along with the PbK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained, and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures. Data conversions will be repeated as many times as deemed as necessary to correct data conversion anomalies reported in the data validation spreadsheets. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers, Karpel data migration specialist. Customer project manager, system administrators, selected data validation users.</p>
	<p>Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers, Customer project manager/ system administrator(s).</p>
	<p>Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook calendaring, and email on each workstation.</p> <p>Assigned Resources: Karpel project manager, 2 Karpel technicians. Customer project manager and IT personnel.</p>
	<p>Teleconference status meeting with Karpel and agency project manager will occur to discuss pre-load completion and workstation application installation and testing.</p> <p>Assigned Resources: Karpel project managers. Customer project manager/ system administrator(s).</p>
	<p>The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.</p> <p>Assigned Resources: Karpel project manager, Karpel data migration specialist. Customer project manager and IT personnel.</p>
	<p>Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project manager. Customer project manager/system administrator(s).</p>

	<p>Remote Mock-Go Live Data Conversion Review - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.</p> <p>Assigned Resources: Karpel project managers, Karpel data migration specialist. Customer project manager, system administrator(s), selected data validation users.</p>
	<p>Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers. Customer project manager/system administrator(s).</p>
	<p>Remote document template conversion review- Customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.</p> <p>Assigned Resources: Karpel project manager, document conversion specialist. Customer project manager/system administrator(s), selected data validation users.</p>
	<p>Remote Mock-Go Live Data Conversion Review and Final system walkthrough- Karpel will perform a final system, document, data and application walkthrough with agency. Karpel will perform formal training of the system administrators. Karpel will install the second data conversion on the Agency's pre-production site. Agency will continue validating the accuracy of data. Agency project manager will report all inaccuracies to Karpel. Application and interface testing is finalized.</p> <p>Assigned Resources: Karpel project manager, trainer. Customer project manager, system administrator(s), selected data validation users.</p>
	<p>Complete installation and testing of all workstations by Karpel Solutions or local IT support.</p> <p>Assigned Resources: Karpel project manager. Customer IT personnel.</p>
	<p>Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.</p> <p>Assigned Resources: Karpel project manager. Customer project manager, system administrator(s).</p>
	<p>Final Legacy Data received by Karpel.</p> <p>Assigned Resources: Karpel project manager, data migration specialist. Customer project manager, IT personnel.</p>
TBD	<p>Final Data Conversion is loaded. User training continues. Customer begins using PbK in a live state.</p>

The Project Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK. However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. PbK application access using Karpel Solutions laptops and Client's network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the PbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support null and void.
3. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into PbK.
 - a. Legacy data (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions within 10 days of project start date.
 - b. Document templates must be provided to Karpel Solutions within 20 days of project start date.
4. An authorized contact person with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Interface definition meetings
 - iv. Document review signoff
 - v. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
 - a. Verification and review of ten (10) cases per year of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible and an additional fee for this work may be required for the work required to fix the issue.

6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth in the Cost Sheet may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Service and Website. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.
7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, or re-publish for,, service bureau or hosting purposes any or all of the Software or Documentation; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software and/or Website without notice and at any time if Karpel Solutions suspects or has reason to suspect a security or data breach, if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party, if Client misuses the Software and/or Website, and/or if Client otherwise violates this Agreement. Karpel Solutions will provide note to client upon suspension of the Service and Website.

5. INVESTMENT SUMMARY

Karpel Solutions will perform its Services as set forth in this Agreement in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	5	\$2,250	\$11,250
Total Software			\$11,250
Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$0	\$0
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	5	\$50	\$250
Total Installation Services			\$1,250

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	\$150	\$1,200
Data Conversion: MCAPS	1	\$5,000	\$5,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$9,300

Training Services	Qty.	Price	Total
Onsite Go-Live Training (days)	4	\$1,200	\$4,800
Remote Post Go-Live Support and Training (hours)	8	\$75	\$600
Total Onsite Training Services			\$5,400

Customization Services	Qty.	Price	Discount for Offices of 5 or Fewer Users	Total
Interface: MNCIS	1	\$10,000	(\$5,000)	\$5,000
Interface: BCA	1	\$10,000	(\$5,000)	\$5,000
Interface: Minnesota Public Defender	1	\$5,000		\$5,000
Total Customization Services				\$15,000

Estimated Travel Expenses **\$2,400**

Total One-Time Costs **\$44,600**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	5	\$450	\$2,250
Interface: MNCIS	1	\$1,000	\$1,000
Interface: BCA	1	\$1,000	\$1,000
Interface: Minnesota Public Defender	1	\$1,000	\$1,000
Unlimited eDiscovery	1	\$625	\$625
Hosted Services (per user/year)	5	\$100	\$500
Total Annual Support Services			\$6,375

Optional Items	Price
External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral)	\$5,000
<i>External Agency Portal Annual Support</i>	\$1,000
JasperSoft Reporting Module	\$1,000
<i>JasperSoft Reporting Module Annual Support</i>	\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate PROSECUTORbyKarpel® Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase 2.

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. Document templates to be converted for go-live must be received no later than 45 days after project kick off meeting. Any templates received after will be completed within 90 days after go-live.
5. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate PbK. Such expenses are solely the Client's responsibility.
6. Changes to the Project Timeline or project scope will impact other work of Karpel Solutions and will result in an increased financial burden to Karpel Solutions. As such, if a scheduled go-live date is changed by Client within 60 days of the go-live date, a penalty of 10% of the total first year costs may be assessed by Karpel Solutions as compensation to Karpel Solutions for costs incurred and lost time, including, but not limited to, costs associated with booked travel and accommodations

and time that will be lost on other client start dates as a result of Client's change to the Project Timeline.

7. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
8. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of PbK. If the Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to the Client's bill at a flat rate of \$1,000 per 1TB, per year. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
9. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.
10. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding at Appendix A* must be separately signed by the Client.
11. Travel expenses to be billed to the Client will include airfare, lodging, ground transportation and meals and incidental expenses.
12. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
13. In the event Client or Karpel terminates this Agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions as compensation for work to be performed by Karpel Solutions in connection with the return of Client Content and Confidential Information.

5.1 Payment Terms

50% of Software User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Service and initial training provided to Client by Karpel Solutions.

TERM. Annual Fees in the Agreement will begin upon Client's go live month and will be due each year thereafter, unless Karpel Solutions or Client terminates this Agreement before the renewal date. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one-year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is

subject to change at the sole discretion of Karpel Solutions. Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and the Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the System and/or Software as they become available during the terms of the contract. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of Software errors and the implementation of all PbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed

support to meet the service level agreement. If this access is not allowed, support will be delayed and the service level agreement (severity levels) will no longer be applicable.

6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available, all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical Software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but are severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the Client.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software, unless otherwise authorized in writing by the Client.

General Assistance: For general Software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software on the terms and conditions set forth in Section 8 below.

CLIENT OWNERSHIP: Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable,

worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

8. LICENSE TERMS AND USE

The Software, PbK, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use PbK solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software. A separate license of PbK is required for each authorized user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that in the event of such breach by Client, Karpel Solutions shall be entitled to and Client must pay to Karpel Solutions the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training associated with each violation, in addition to any attorneys' fees and costs incurred by Karpel Solutions with respect to the same
3. This license does not transfer any rights to Software source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. PbK and its Documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the Software or its Documentation, in whole or in part, except as expressly provided herein. Karpel Solutions retains all rights in any copy, derivative or modification to the Software or its Documentation no matter by whom made. PbK is licensed for single installations of one full time employee or two part-time employees as defined in Section 8.2 above. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors. In the event that a third party

seeks to compel disclosure and/or production of the Software, the Documentation, and/or the Website by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. **Public Agency Participation:** Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Houston County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Houston County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. **LIMITED WARRANTY:** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth in Section 9.5 below.
2. **INTERNET:** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Client agrees that Karpel Solutions is not liable for and agreed to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **SYSTEM REQUIREMENTS:** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. **WARRANTY LIMITATION:** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software, Documentation, Website, or Services by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software, Documentation, Website, or Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software, Documentation, Website, or Services, (iv) misuse of the Software, Documentation, Website, or Services by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software, Documentation, Website, or Services not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. **DISCLAIMER:** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
6. **EXCLUSIVE REMEDIES:** If the Software, Documentation, Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions' sole obligation shall be to correct or modify the Software, Documentation, Website or Services, at no additional charge to Client. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming Services, even if such remedy fails of its essential purpose. In that event, Client may also elect to terminate this Agreement as set forth in Section 12 of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO THE CLIENT SHALL BE LIMITED TO: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE**

COVERAGE IS AVAILABLE FOR SUCH CLAIM(S). CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS.

11. INDEMNIFICATION

CLIENT'S INDEMNIFICATION: Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, relating to the use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly infringes upon or violates any third party Intellectual Property rights, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly violates privacy rights or other rights with respect to Personally Identifiable Information of a third party.

KARPEL SOLUTIONS' INDEMNIFICATION: Karpel Solutions will indemnify, defend, and hold harmless the Client from and against any claim or suit brought against Client alleging that the Software directly infringes upon or violates any valid U.S. Intellectual Property rights. Karpel Solutions shall have the right to select counsel for purposes of its defense obligations hereunder and will at all times have the right to control the defense of such claim or suit. Karpel Solutions will not be liable for any cost or expense incurred by Client in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent. Client agrees to cooperate with Karpel Solutions and to provide such assistance as may be requested by Karpel Solutions in connection with the defense of such claim or suit.

Notwithstanding the foregoing, Karpel Solutions shall not be obligated to defend or indemnify Client if the infringement claim is based solely or in part upon or arises out of: (i) any modification of or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or this Agreement, or (vi) use of the Software in a manner for which it was neither designed nor contemplated.

In no event shall Karpel Solutions' total liability and obligation under this Section exceed the total fees Client has paid to Karpel Solutions under this Agreement in the twelve (12) month period prior to the assertion or filing of such claim against Client. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property rights or with respect to the Software.

NOTIFICATION OBLIGATIONS OF INDEMNIFIED PARTIES: The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall

not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party in the event that the proposed settlement or disposal would materially adversely impact the indemnified party.

12. TERMINATION

TERMINATION: Client may terminate this Agreement upon thirty (30) days' notice to Karpel Solutions of Client's intent to terminate in the event that Karpel Solutions has failed to perform under or materially breaches this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If at the end of such thirty (30) day period, Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days' written notice for any reason. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement.

13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Matt Ziemianski, CEO
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and forum *non conveniens* in such court(s). If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement, together with the Master Terms and Conditions attached hereto and incorporated herein and all other attachments, constitutes the entire agreement between the parties, superseding all prior written and oral agreements. The parties hereto agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the parties hereto. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Houston County, Minnesota

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***

Agency Project Manager Contact:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____

Initials _____

14. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions, Client, and Karpel Solutions' successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time and the Client's consent to such assignment or transfer is not needed.
4. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the other party's prior written approval.
6. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions' Services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' Services at the rate stated in the Agreement whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and license of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Absent extenuating circumstances or circumstances which lead Karpel Solutions to believe that there has been unauthorized use, reproduction, distribution or other exploitation of PbK by Client or Client's agents, Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client Agrees to pay Karpel Solutions for materials purchased for the Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare provided these costs are discussed and approved in advance by Client. Billing for services rendered on-site on an as needed basis will include portal-to-portal (travel) time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of PbK. Only the number of authorized users may access the Service and Website. Client must inform their

users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access PbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any unauthorized access to PbK and data or information contained therein, including without limitation, access caused by Client's failure to protect the login and password information of users.

12. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no warranties, express or implied, as to any third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. **LIMITED ENGAGEMENT.** Karpel Solutions makes no warranties, express or implied, as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by the Client.

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training Karpel Solutions' employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services for others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years thereafter, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by the Company at the time of the solicitation, attempted solicitation, and/or hire.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with PbK may be confidential Personally Identifiable Information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client Agreements that Karpel Solutions is not liable and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.

3. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client.
5. **INJUNCTIVE RELIEF.** The parties acknowledge that any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have available to it.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to, facsimile documents and email. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) **BETWEEN HOUSTON COUNTY AND KARPEL SOLUTIONS** **FOR PARTICIPATION IN STATEWIDE DATA SHARING** **FOR PROSECUTORBYKARPEL®**

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include, but is not limited to, date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice.

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
3. Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
4. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.
2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable, information is not alterable or changeable in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing its own Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties agree that any information that is accessed through Statewide Search may only be disseminated in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. All Contributing Parties agree that Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective as to each such party when an authorized representative of the party signs it.
2. This MOU shall remain in full force and effect for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU without obtaining the consent of all Contributing Parties provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if the Contributing Party is not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Houston County, Minnesota

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

Entity: ☐ Entity: Bogus, Charles Robert Jr. DOB: 09-18-1968 Age: 50 Race: White Sex: Male Height: 6'02" Weight: 195 Place of Birth: 919-99-9999

Int: 999 Losing His Way Address 1: White Male 6'02" 195 81818

Brady List: Address 2: Black Brown (555)555-5555 53245243

Unavailable: Saint Louis City MO State 63101 Zip State-License# CA 19191818238 665544333

Police: Walmart Employer WRD-Ward of the Court 07-15-2015

Deceased: ☐ Deceased Statewide CLEAR

Person Type: User Fields Authorized Marks/Tattoos

Contact Info: Alias Relations Gangs

Address Hist: Notes Schools Criminal Hist

Add Case

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Case
Jurisdiction	Offense	Report #	File #	Court#	Charge	Severity
Merced	03-01-2012	MSO 2014-05555	047-450871	CR-4032445	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC964/PC220(a)(2) - Assault With Intent To C...	F
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F
						Status
						PROBATION
						OPEN
						CLOSED
						CLOSED
						DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charity C	P.O. Box 666	North Haverhill, NH		Fem.	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem.	1991
Rockingham Bogus, Charles James	1313 Main St	Portsmouth, NH	White	Male	1968
Bellnap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Exit Payments Victim S

not Delete Update

Case Information - Bogus, Charles James

File # 015 066192

Report # PD-55432 Status: CLOSED Stage: Disposed

L.E. Agency: NH-Fish and Game Jurisdiction: Rockingham

Assigned: Karpel Solutions Defense Attorney: Levin Aulby

Charges: Co-Defend Court Dates

CNT	Current/Pins Charge	Type	Class	Disposition	Sentence
1	Prohibd Device: Fish & Game	V		Guilt-Free	Home Confinement For Not More Than
2	AFSA - Victim <13	F	A	Dismissed- Bench	
3	AFSA - Victim <13	F	A	Dismissed- Bench	
4	AFSA - Victim <13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

Exit

Houston County Agenda Request Form

Date Submitted: 12/7/2022

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: Yes X NO

Issue:

Upgrade one existing Eligibility Worker and one existing Child Support Officer to Income Maintenance Unit Lead and Child Support Unit Lead respectively.

Attachments/Documentation for the Board's Review:

Summary document and proposed organization chart

Justification:

Action Requested:

Review and approve as presented.

For County Use Only			
<u>Reviewed by:</u>	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning/Environmental Service
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> HR/Personnel
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

2023 PHHS Organizational Change Proposal

Proposal:

Add two lead workers in the Financial Assistance Division. One in the Child Support Unit (CS) and one in the Income Maintenance (IMU). This will not result in additional staff, just additional responsibilities for the existing staff chosen to take these roles.

Rationale:

We have presented this concept to the Community Services Committee twice, and previously to the Personnel Committee. As we have noted, this would not result in additional staff, just additional duties to existing staff who would be selected to take on these roles. We did something similar in our Social Services Division a few years ago, and for similar reasons. The scope of program complexity grows each year making it very difficult for one supervisor to cover. In addition, our Financial Assistance Division has five new staff in the last several months, all requiring significant training. Adding these lead positions would disperse our institutional knowledge and position us to better respond to change. I would also note that another big wave of change is headed our way after the Public Health Emergency ends. Preparing for these changes now will help us better serve the needs of constituents, and better support the staff who do this work.

Cost:

Assuming these positions are banded one step higher than Eligibility Workers and Child Support Officers at B-25, the total increase to the expense side of the 2023 budget would be approximately \$8478.72. After anticipated revenue, the net increase to the 2023 budget would be approximately **\$2670.80.**

Houston County Agenda Request Form

Date Submitted: 12/7/2022

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

Issue:

Increase the FTE of one of our Child Support Officers from .95 to 1.0. We currently have Board approval for 1.0 through the end of 2022, but we would like to make that a permanent change for this position.

Attachments/Documentation for the Board's Review:

Justification:

The total increase to the 2023 budget for this change would be approximately \$3897.92. After anticipated revenue, the net increase to the 2023 budget would be approximately **\$389.79**.

Action Requested:

Review and approve as presented.

For County Use Only

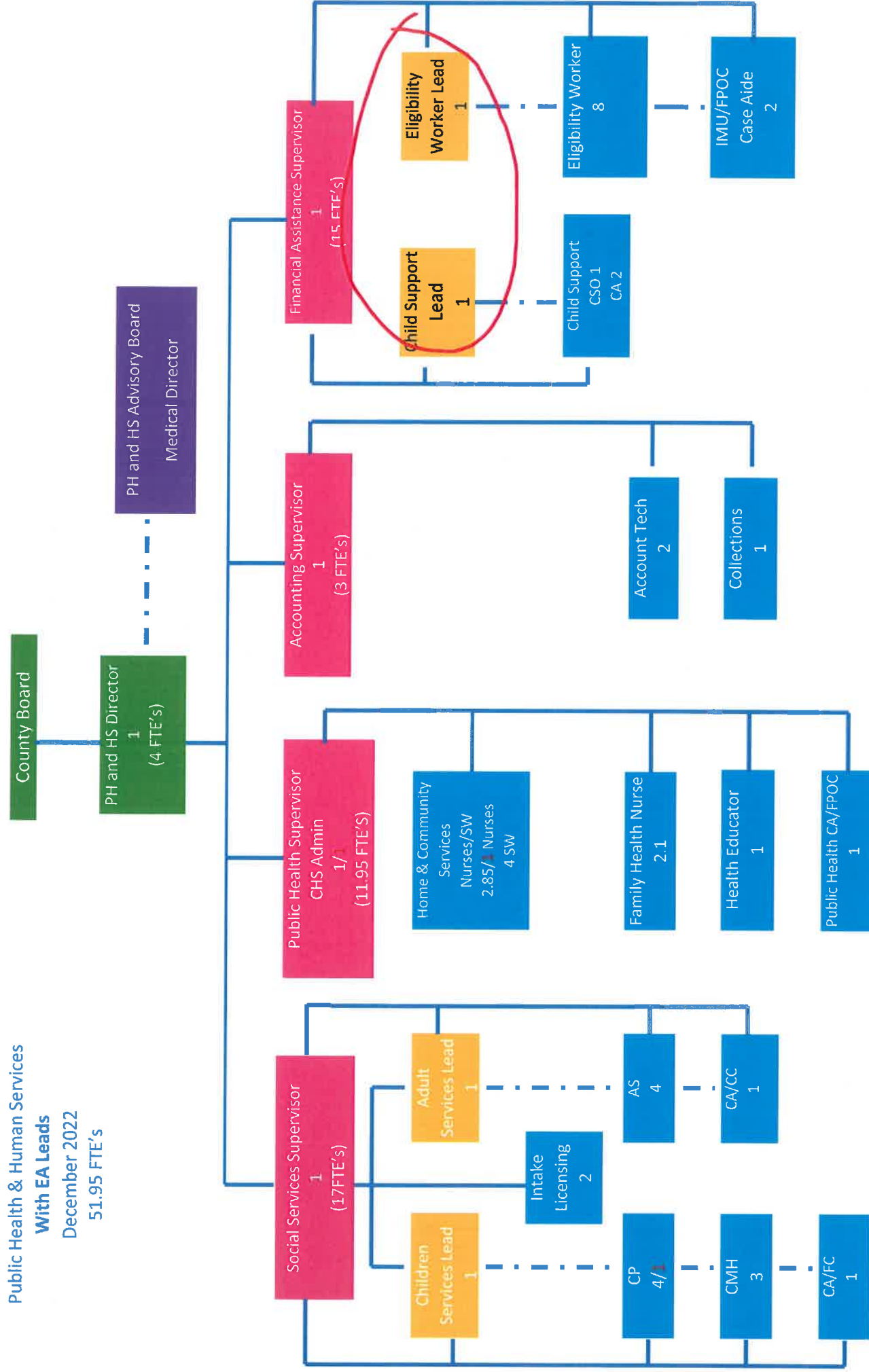
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	

Recommendation:

Decision:

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

Public Health & Human Services
 With EA Leads
 December 2022
 51.95 FTE's





HOUSTON COUNTY
 304 South Marshal Street
 Caledonia, MN 55921
 TEL (507) 725-5827

2023 Board Meeting Schedule

2-Jan	<i>New Year's Day (Emp. Holiday)</i>	4-Jul	<i>Independence Day (Emp. Holiday, No Meeting)</i>
3-Jan	09:00 Full Board Meeting	11-Jul	09:00 Full Board Meeting
10-Jan	09:00 Full Board Meeting	18-Jul	09:00 Workgroup Session
16-Jan	<i>ML King Day (Employee Holiday)</i>	25-Jul	09:00 Full Board Meeting
17-Jan	09:00 Workgroup Session	1-Aug	09:00 Full Board Meeting
24-Jan	09:00 Full Board Meeting	8-Aug	09:00 Full Board Meeting
31-Jan	No Meeting	15-Aug	09:00 Workgroup Session
7-Feb	09:00 Full Board Meeting	22-Aug	09:00 Full Board Meeting
14-Feb	09:00 Full Board Meeting	29-Aug	No Meeting
20-Feb	<i>President's Day (Emp. Holiday)</i>	4-Sep	<i>Labor Day (Employee Holiday)</i>
21-Feb	09:00 Workgroup Session	5-Sep	09:00 Full Board Meeting
28-Feb	09:00 Full Board Meeting	12-Sep	09:00 Full Board Meeting
TBA Feb	AMC Legislative Conference	19-Sep	09:00 Workgroup Session
7-Mar	09:00 Full Board Meeting	26-Sep	09:00 Full Board Meeting
14-Mar	09:00 Full Board Meeting	3-Oct	09:00 Full Board Meeting
21-Mar	09:00 Workgroup Session	10-Oct	09:00 Full Board Meeting
28-Mar	09:00 Full Board Meeting	17-Oct	09:00 Workgroup Session
4-Apr	09:00 Full Board Meeting	24-Oct	09:00 Full Board Meeting
7-Apr	<i>Spring Holiday (Employee Holiday)</i>	31-Oct	No Meeting
11-Apr	09:00 Full Board Meeting	7-Nov	09:00 Full Board Meeting
18-Apr	09:00 Workgroup Session	10-Nov	<i>Veteran's Day (Employee Holiday)</i>
25-Apr	09:00 Full Board Meeting	14-Nov	09:00 Full Board Meeting
2-May	09:00 Full Board Meeting	21-Nov	09:00 Workgroup Session
9-May	09:00 Full Board Meeting	23-24 Nov	<i>Thanksgiving Day (Emp. Holiday)</i>
16-May	09:00 Workgroup Session	28-Nov	09:00 Full Board Meeting
23-May	09:00 Full Board Meeting	5-Dec	AMC Conf. (TBD) No Meeting
29-May	<i>Memorial Day (Employee Holiday)</i>	12-Dec	09:00 Full Board Meeting
30-May	No Meeting	19-Dec	09:00 Full Board Meeting
6-Jun	09:00 Full Board Meeting	22-25 Dec	<i>Christmas Eve/Day (Emp. Holiday)</i>
13-Jun	09:00 Full Board Meeting	26-Dec	09:00 Full Board Meeting
20-Jun	09:00 Workgroup Session		
27-Jun	09:00 Full Board Meeting		

Full Board Meetings occur in the County Board Meeting Room 222, 2nd floor, Historic Courthouse Building, Caledonia, MN. Agenda, board packets, and minutes are stored at the Historic Courthouse Building and shared on the Houston County website, as are video recordings, when available.

The County Board conducts workgroup sessions to receive information from staff or outside agencies regarding current or upcoming issues or projects in advance of requests to take formal action. The County Board does not take formal action during workgroup meetings. The County Board will normally hold workgroup sessions at 09:00 in Rm. 222 of the Historic Courthouse Building, Caledonia, MN, but may move to other locations and times, as appropriate. If changed, the County will announce the changed time and location during the preceding full board meeting and reflect the change in the published agenda for said meeting. These meetings are not video recorded, but agenda and minutes will be available via the county website.

Updated 11/21/2022