

JOINT POWERS BOARD COUNTIES PROVIDING TECHNOLOGY Monday, April 24, 2023 10:00 a.m. Old No. 1 Southside, Morris

AGENDA

- 10:00 am Convene
 - Pledge
 - Roll Call
 - Additions to Agenda
 - Approve Agenda
 - Approve Minutes from the 3/27/2023 Meeting
- 10:10 am Financial Reporting Mike Koehler and Joel Flaten
 - Review of Revenue and Expenditures
 - March 2023 Financial for Approval
 - Warrants for Review and Approval
 - March Monthly Deposit Report
- 10:20 am Executive Director Update Joel Flaten
 - Executive Director Report
 - County and Agency CPT Programs
 - o Tax Rewrite Update
 - CLA Security Assessment Update
 - Building Committee Update
 - o Server Replacement
- 10:35 am Executive Committee Update Chair Kopitzke
 - Approve Professional Service Agreement
 - Hosting Agreement Update
 - Finalize North Dakota Recommendation
 - Discuss Letter of Interest to purchase CPT
- 10:55 am Personnel Committee Update Larry Lindor
 - Approve the Following Policies:
 - Accident Incident Investigation
 - Data Practices Policy Request for Data about You
 - Employee Right to Know



- Employee Safety (AWAIR)
- Approve the hiring of a Software Developer 1
- 11:20 am Other Business –
- 11:25 am Upcoming Meetings:
 - May 22nd, 2023 at 10:00 am; The Old No. 1 Southside, Morris

Zoom Attendance

Note: If interactive technology under section 13D.02 is used, each location must also be open and accessible to the public. Up to three times a year, a member of a public body may participate by interactive technology from a location that is not open and accessible to the public if the member is serving in the military and is at a required drill, deployed, or on active duty or the member has been advised by a health care professional against being in a public place for personal or family medical reasons during a health pandemic or other emergency.

• 11:25 am Adjourn

Regular Meeting Location:

The Old Number One, Southside, Morris, MN

Commissioner Virtual Attendance Locations:

Commissioner Hollingsworth: Pipestone County Courthouse, Commissioners Room, 416 S Hiawatha Ave., Pipestone, MN 56164

Commissioner Metz: Nobles County Boardroom, 315 10th Str., Worthington, MN 56187 Commissioner Abbe: Steele County Board Room, 630 Florence Ave., Owatonna, MN

Join Zoom Meeting:

https://us02web.zoom.us/j/81056589187?pwd=MHZNVWYyQ3FoeWtIOWs4Z0ISMS83QT09

Meeting ID: 810 5658 9187 Passcode: 241805

Dial by your location +1 312 626 6799 US (Chicago)

COUNTIES PROVIDING TECHNOLOGY JOINT POWERS BOARD Monday, March 27, 2023 10:00 a.m.

The regular meeting of the Counties Providing Technology (CPT) Joint Powers Board (JPB) was called to order at 10:00 a.m., Monday, March 27, 2023, by Chair Kopitzke. In attendance from member counties were:

Big Stone: Commissioner Athey Cottonwood: Commissioner Holmen **Douglas: Commissioner Meyer** Grant: Commissioner Troy Johnson Kandiyohi: Commissioner Gardner Lincoln: Commissioner Drietz Lyon: Commissioner Graupmann Mahnomen: Commissioner Ahmann Marshall: Commissioner Miller Meeker: Commissioner Paul Johnson Nobles: Commissioner Metz (virtual attendance, non-voting) Norman: Commissioner Lee Pipestone: Commissioner Hollingsworth Pope: Commissioner Lindor Redwood: Commissioner Wakefield Renville: Commissioner Kramer Steele: Commissioner Abbe (virtual attendance, voting) Stevens: Commissioner Kopitzke Swift: Commissioner Pederson Todd: Commissioner Neumann Traverse: Commissioner Olson Wadena: Commissioner Wever Wilkin: Commissioner Larson Yellow Medicine: Commissioner Antony

Others present: Joel Flaten, Mike Koehler, Janel Timm, and Loren Stromberg, Lyon County Administrator

Commissioner Johnson moved to approve the agenda, seconded by Commissioner Kramer. A roll call was taken and all members voted aye, motion carried.

Commissioner Hollingsworth moved to approve minutes for the January 23, 2023 meeting, seconded by Commissioner Larson. A roll call was taken and all members voted aye, motion carried.

Joel Flaten and Mike Koehler presented the Financial Reports. Commissioner Holmen moved to approve the January and February 2023 Financial Reports, seconded by Commissioner Johnson. A roll call was taken and all members voted aye, motion carried. Warrants were presented for review and approval. Commissioner Meyer moved to approve the warrant registers from January 19, 2023 through March 16, 2023, seconded by Commissioner Miller. A roll call was taken and all members voted aye, motion carried. Joel Flaten reviewed the monthly deposit reports.

Joel Flaten provided the Executive Director's update.

Chair Kopitzke gave the Executive Committee updates. The proposed Master Service Agreement was reviewed and discussed by the board. There was a consensus among the group that the proposed contract should be for three years. They also discussed the requirement that a county member of the board would have to use the tax program. The contract will go back to the Executive Committee to review and have a final recommendation to the board. They will also review the By-Laws to look at membership requirements. Motion by Commissioner Gardner to approve a service contract with Jay Kroona, seconded by Commissioner Antony. A roll call was taken and all members voted aye, motion carried. Jay will help with the user testing. The board discussed what is CPT's commitment to providing services to North Dakota along with the Mercer County quote for services. Motion by Commissioner Holmen to withdraw our quote for Mercer County and to develop a plan to thoughtfully exit from providing services to North Dakota, seconded by Kramer. There was further discussion by the board and the consensus was there needed to be more information before discontinuing services in North Dakota. Motion by Commissioner Weyer to table this motion, seconded by Commissioner Gardner. (Commissioner Abbe left the meeting.) A roll call was taken with Commissioners Athey, Holmen, Meyer, Troy Johnson, Gardner, Drietz, Graupmann, Ahmann, Miller, Paul Johnson, Lee, Hollingsworth, Wakefield, Kopitzke, Pederson, Neumann, Olson, Weyer, Larson, and Antony voting age and Commissioners Lindor and Kramer voting nay. Motion carried. The board discussed the Mercer County quote further. Motion by Commissioner Antony to withdraw the Mercer County quote to provide services, seconded by Commissioner Johnson. A roll call was taken and all members voted aye, motion carried. Chair Kopitzke felt that with the importance of deciding on North Dakota that he is recommending that the board meet in April instead of waiting till the May meeting. Motion by Commissioner Lee for the Joint Powers Board to meet on April 24th at 10am, seconded by Commissioner Hollingsworth. A roll call was taken with Commissioners Holmen, Meyer, Troy Johnson, Gardner, Drietz, Graupmann, Ahmann, Miller, Johnson, Lee, Hollingsworth, Lindor, Wakefield, Kramer, Kopitzke, Pederson, Neumann, Olson, Weyer, Larson, and Antony voting aye and Commissioner Athey voting nay. Motion carried.

Commissioner Lindor gave the Personnel Committee updates. Motion by Commissioner Johnson to approve the Executive Director Position Description changes, seconded by Commissioner Larson. A roll call was taken and all members voted aye, motion carried. Motion by Commissioner Johnson to approve changes to the Promotion Policy, to place Preston Miller at Grade 12, Step 9 on 10/17/22 with retro pay back to this date, to approve the Project Manager Position Description, to approve Trisha Bartels as the Project Manager at Grade 11, Step 7 at 40 hours per week effective 4/3/23, to approve changes to the Telecommuter Policy, seconded by Commissioner Ahmann. A roll call was taken and all members voted aye, motion carried.

Janel Timm presented the Software Committee updates.

The next meeting will be April 24th, 2023 at 10:00 a.m. Hearing no further business Chair Kopitzke called for adjournment at 11:44 a.m.

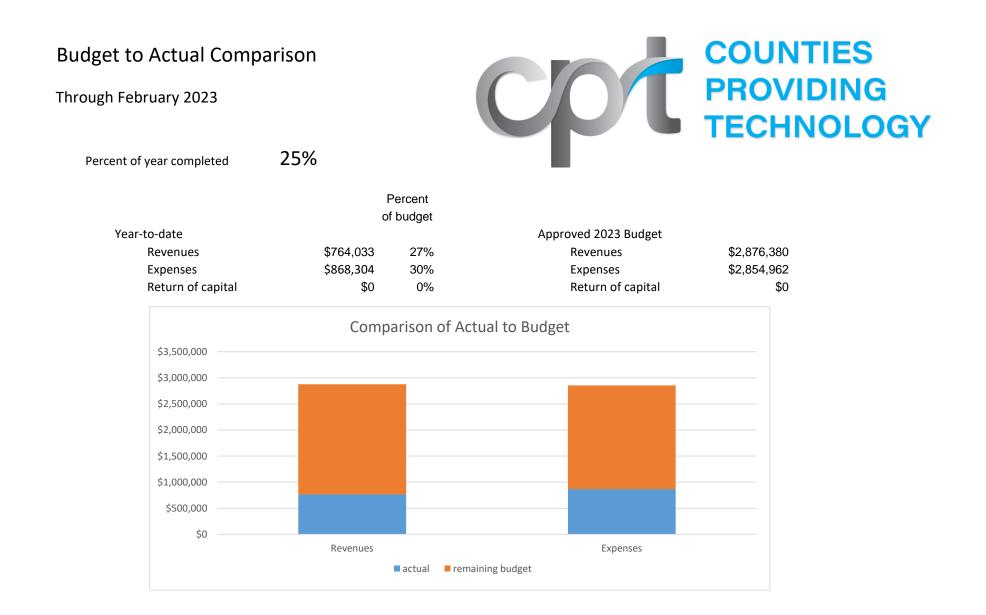
Chair – Bob Kopitzke

Clerk – Joel Flaten

| midst | | **** Counties Providing | Tech | nology | **** | INTEGRATED FINANCIAL SYS | TEMS |
|----------|---------------------|--------------------------------------|---------------|----------------|-----------------|-----------------------------|-------------|
| 4/10/2 | 23 9:02AM | REVENUES & EXPENDITURES B | | age 2 | | | |
| 66 | FUND | Counties Providing Technology | | | Report Basis: C | ash | |
| | | | | | Pe | ercent of Year | 25% |
| | | | | <u>Quarter</u> | Year | | <u>% of</u> |
| <u>A</u> | Account Number | | <u>Status</u> | <u>To Date</u> | <u>To Date</u> | <u>Budget</u> | <u>BDG</u> |
| | 3 DEPT | Counties Providing Technology | | | | | |
| | REVENUES | | | | | | |
| 6 | 6-003-000-0000-5501 | Charges For Services-MN | | 575,592.90- | 575,592.90- | 2,137,740.00- | 27 |
| 6 | 6-003-000-0000-5502 | Hosting Fees - MN | | 62,902.00- | 62,902.00- | 217,800.00- | 29 |
| 6 | 6-003-000-0000-5512 | Charges For Services - ND | | 57,412.00- | 57,412.00- | 203,040.00- | 28 |
| 6 | 6-003-000-0000-5513 | Hosting Fees - ND | | 9,000.00- | 9,000.00- | 42,000.00- | 21 |
| 6 | 6-003-000-0000-5701 | Investment/Interest Earnings | | 5,014.13- | 5,014.13- | 800.00- | 627 |
| 6 | 6-003-000-0000-5702 | Unrealized Gain/Loss Investments | | 418.50 | 418.50 | 0.00 | 0 |
| 6 | 6-003-000-0000-5802 | Misc. Revenue | | 10,250.00- | 10,250.00- | 120,000.00- | 9 |
| 6 | 6-003-000-0000-5992 | Dental/Disability Insurance | | 44,280.40- | 44,280.40- | 155,000.00- | 29 |
| | EXPENDITURES | | | | | | |
| 6 | 6-003-000-0000-6101 | Regular Salaries | | 334,555.62 | 334,555.62 | 1,459,107.00 | 23 |
| 6 | 6-003-000-0000-6106 | Per Diem | | 5,040.00 | 5,040.00 | 38,800.00 | 13 |
| 6 | 6-003-000-0000-6110 | CPT Contribution | | 48,600.00 | 48,600.00 | 194,400.00 | 25 |
| 6 | 6-003-000-0000-6160 | Employer PERA | | 24,566.03 | 24,566.03 | 109,433.00 | 22 |
| 6 | 6-003-000-0000-6170 | Emplyer FICA | | 20,096.02 | 20,096.02 | 90,465.00 | 22 |
| 6 | 6-003-000-0000-6180 | Employer Medicare | | 4,699.86 | 4,699.86 | 21,157.00 | 22 |
| 6 | 6-003-000-0000-6190 | Workman's Comp Insurance | | 0.00 | 0.00 | 2,000.00 | 0 |
| 6 | 6-003-000-0000-6210 | Telephone | | 4,000.00 | 4,000.00 | 26,000.00 | 15 |
| 6 | 6-003-000-0000-6215 | Postage | | 141.20 | 141.20 | 1,000.00 | 14 |
| 6 | 6-003-000-0000-6244 | Printing/Publishing & Advertising | | 0.00 | 0.00 | 5,000.00 | 0 |
| 6 | 6-003-000-0000-6245 | Dues, Subscriptions and Books | | 48.06 | 48.06 | 4,000.00 | 1 |
| 6 | 6-003-000-0000-6251 | Utilities | | 3,964.21 | 3,964.21 | 24,000.00 | 17 |
| 6 | 6-003-000-0000-6261 | Professional Fees for Services | | 57,585.06 | 57,585.06 | 162,100.00 | 36 |
| 6 | 6-003-000-0000-6271 | Professional Cleaning | | 1,640.00 | 1,640.00 | 10,600.00 | 15 |
| 6 | 6-003-000-0000-6331 | Training/Registration | | 2,107.16 | 2,107.16 | 17,000.00 | 12 |
| 6 | 6-003-000-0000-6337 | Lodging/Meals | | 2,188.99 | 2,188.99 | 8,000.00 | 27 |
| 6 | 6-003-000-0000-6338 | Mileage | | 4,405.53 | 4,405.53 | 34,500.00 | 13 |
| 6 | 6-003-000-0000-6401 | Office Supplies | | 1,200.61 | 1,200.61 | 7,000.00 | 17 |
| 6 | 6-003-000-0000-6402 | Software/Licenses | | 42,112.48 | 42,112.48 | 110,000.00 | 38 |
| 6 | 6-003-000-0000-6481 | Small Equipment | | 1,943.72 | 1,943.72 | 30,000.00 | 6 |
| 6 | 6-003-000-0000-6482 | Electronic Supplies | | 449.85 | 449.85 | 10,000.00 | 4 |
| 6 | 6-003-000-0000-6605 | Building Acquisition | | 250,000.00 | 250,000.00 | 260,000.00 | 96 |
| 6 | 6-003-000-0000-6606 | Building Improvements | | 0.00 | 0.00 | 50,000.00 | 0 |
| 6 | 6-003-000-0000-6815 | Misc Expense | | 325.43 | 325.43 | 400.00 | 81 |
| 6 | 6-003-000-0000-6871 | Insurance | | 58,633.99 | 58,633.99 | 180,000.00 | 33 |
| | | | | | | | |

| midstate | | **** Counties Pro | INTEGRATED FINANCIAL SYST | TEMS | | | |
|--------------|--------|--------------------------------------|------------------------------|---|---|--|------------------------------|
| 4/10/23 | 9:02AM | REVENUES & EXPE | NDITURES BUDGET REF | PORT As of 03/ | 2023 Report Basis: C | | age 3 |
| 66 FUND |) | Counties Providing Technology | | Percent of Year 25% | | | |
| Account N | lumber | | Status | <u>Quarter</u> <u>To Date</u> | <u>Year</u> <u>To Date</u> | <u>Budget</u> | <u>% of</u> BDG |
| 3 DEPT | | Totals Counties Providing Technology | Revenue Expend. Net | 764,032.93- 868,303.82 104,270.89 | 764,032.93- 868,303.82 104,270.89 | 2,876,380.00- 2,854,962.00 21,418.00 - | 27 30 487 ⁻ |
| 66 FUND | | Totals Counties Providing Technology | Revenue Expend. Net | 764,032.93- 868,303.82 104,270.89 | 764,032.93- 868,303.82 104,270.89 | 2,876,380.00 ⁻ 2,854,962.00 21,418.00 - | 27 30 487 - |
| FINAL TOTALS | | 33 Accounts | Revenue Expend. Net | 764,032.93- 868,303.82 104,270.89 | 764,032.93 ⁻ 868,303.82 104,270.89 | 2,876,380.00 ⁻ 2,854,962.00 21,418.00 - | 27 30 487 - |

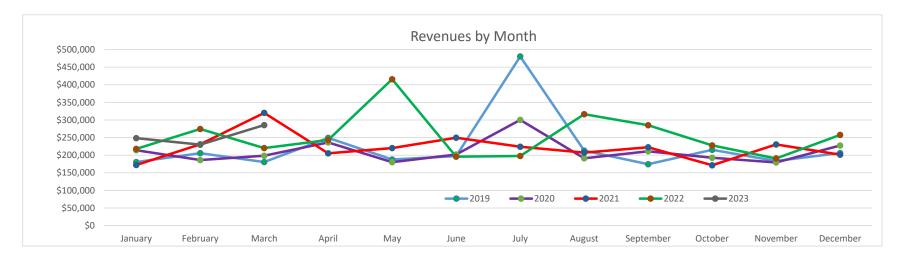
| midstate | **** Coun | INTEGRATED FINANCIAL SYSTEMS | | | |
|----------------------------------|-----------------------------|---------------------------------|---------------|---------------------------|--|
| 4/10/23 9:01AM | т | REASURER'S CASH T | As of 03/2023 | Page 2 | |
| Fund | Beginning <u>Balance</u> | <u>This</u> <u>Month</u> | YTD | Current <u>Balance</u> | |
| 66 Counties Providing Technology | | | | | |
| | 2,447,452.78 | | | | |
| Receipts | | 286,071.51 | 765,166.43 | | |
| Disbursements | | 62,593.60- | 438,101.29- | | |
| Payroll | | 142,417.18- | 430,917.53- | | |
| Journal Entries | | 418.50- | 418.50- | | |
| Fund Total | | 80,642.23 | 104,270.89- | 2,343,181.89 | |
| All Funds | 2,447,452.78 | | | | |
| Receipts | | 286,071.51 | 765,166.43 | | |
| Disbursements | | 62,593.60- | 438,101.29- | | |
| Payroll | | 142,417.18- | 430,917.53- | | |
| Journal Entries | | 418.50- | 418.50- | | |
| Total | | 80,642.23 | 104,270.89- | 2,343,181.89 | |



Revenues by Month



| | January | February | March | April | May | June | July | August | September | October | November | December |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 2018 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$433,009 | \$144,670 | \$232,832 |
| 2019 | \$180,452 | \$205,936 | \$180,519 | \$249,364 | \$187,819 | \$197,391 | \$480,538 | \$213,138 | \$174,468 | \$215,424 | \$183,660 | \$206,027 |
| 2020 | \$213,990 | \$186,378 | \$198,543 | \$236,352 | \$180,238 | \$201,993 | \$300,289 | \$191,366 | \$211,176 | \$192,820 | \$179,376 | \$227,605 |
| 2021 | \$172,059 | \$230,798 | \$320,153 | \$205,380 | \$220,382 | \$249,773 | \$223,930 | \$207,136 | \$222,391 | \$171,471 | \$230,671 | \$201,692 |
| 2022 | \$218,144 | \$274,338 | \$220,117 | \$243,000 | \$415,890 | \$195,980 | \$197,754 | \$316,463 | \$285,332 | \$227,919 | \$190,688 | \$257,744 |
| 2023 | \$248,401 | \$229,978 | \$285,653 | | | | | | | | | |



Note: October 2018 revenue includes \$290,000 for the tax system re-write; \$10,000 from each of the counties in the Mid-State Computer Collaborative

July 2019 revenue includes \$270,000 for the tax system re-write; remaining \$20,000 was receipted in August 2019

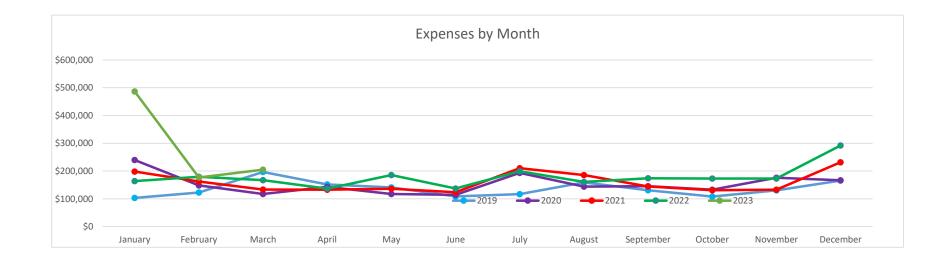
July 2020 revenue includes \$30,000 for the tax system re-write - - final project receipts

March 2021 revenue includes \$50,000 for the tax system re-write and \$26,640 for conversion and installation costs from Sibley County

Expenses by Month



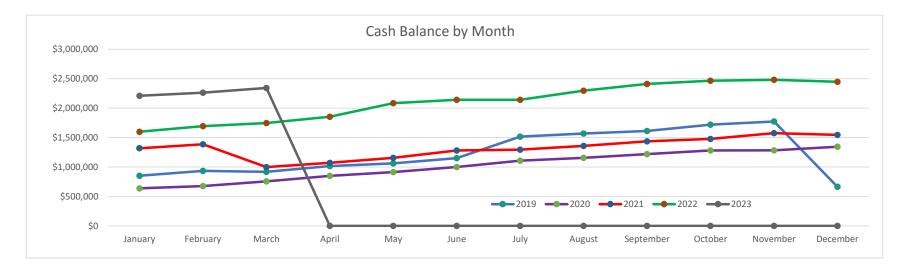
| | January | February | March | April | May | June | July | August | September | October | November | December |
|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 2018 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$64 | \$129,327 | \$103,905 | \$177,309 |
| 2019 | \$103,295 | \$122,646 | \$196,642 | \$151,635 | \$140,983 | \$108,582 | \$116,958 | \$158,921 | \$130,779 | \$108,171 | \$130,728 | \$165,593 |
| 2020 | \$239,764 | \$148,611 | \$117,562 | \$143,206 | \$117,344 | \$114,470 | \$193,221 | \$144,216 | \$145,489 | \$132,715 | \$175,927 | \$166,744 |
| 2021 | \$198,197 | \$162,221 | \$133,383 | \$132,800 | \$136,394 | \$123,715 | \$210,176 | \$142,927 | \$144,720 | \$130,833 | \$133,050 | \$231,730 |
| 2022 | \$164,026 | \$179,442 | \$167,272 | \$136,679 | \$185,656 | \$137,061 | \$199,008 | \$160,767 | \$173,814 | \$172,912 | \$173,060 | \$292,015 |
| 2023 | \$486,450 | \$176,843 | \$205,011 | | | | | | | | | |



Cash Balance by Month



| _ | January | February | March | April | May | June | July | August | September | October | November | December |
|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 2018 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,025,000 | \$374,057 | \$677,739 | \$718,504 | \$774,027 |
| 2019 | \$851,184 | \$934,474 | \$918,351 | \$1,016,080 | \$1,062,916 | \$1,151,725 | \$1,515,305 | \$1,569,522 | \$1,613,211 | \$1,720,464 | \$1,773,396 | \$663,830 |
| 2020 | \$638,056 | \$675,823 | \$756,804 | \$849,950 | \$912,844 | \$1,000,367 | \$1,107,435 | \$1,154,585 | \$1,220,272 | \$1,280,377 | \$1,283,826 | \$1,344,687 |
| 2021 | \$1,318,549 | \$1,387,126 | \$998,896 | \$1,071,476 | \$1,155,464 | \$1,281,522 | \$1,295,276 | \$1,359,485 | \$1,437,156 | \$1,477,794 | \$1,575,415 | \$1,545,377 |
| 2022 | \$1,599,495 | \$1,694,391 | \$1,747,236 | \$1,853,557 | \$2,083,791 | \$2,142,709 | \$2,141,455 | \$2,297,151 | \$2,412,030 | \$2,467,037 | \$2,481,305 | \$2,447,034 |
| 2023 | \$2,209,404 | \$2,262,540 | \$2,343,182 | | | | | | | | | |



Capital contributions were received in August 2018 for \$4,025,000 from the 23 counties in CPT; \$175,000 from each county. Cost to purchase CPUI in September 2018 (including purchase, non-compete, equipment purchase and prepaid expenses) was \$3,650,879. Return of capital contributions were paid in December 2019 totaling \$1,150,000 to the 23 owning counties (\$50,000 to each county) and were paid in March 2021 totaling \$575,000 (\$25,000 to each county).

| **** Counties Providing | J Technology **** |
|-------------------------|-------------------|
|-------------------------|-------------------|

INTEGRATED FINANCIAL SYSTEMS

| 03/23/2023 | 9:23A | М | ~~~~ | Counties | Providing I | ecnnology " | FINAN | CIAL SYSTEMS |
|------------|-----------------------------|-----------------|-------|-----------------------|---------------------------------------|---------------------------------------|----------------------------------|----------------------------------|
| | | arrant Form | | 3 | WARRANT REGISTE Commissioner Warra | _ ! ! _ | 03/23/2023 03/23/2023 | Page 1 |
| Vendor # | Vendor Name | | | Amount | Description OBO# On-E | <u>Account Numb</u> Behalf-of-Name | er <u>Invoice #</u> From Date | <u>PO # Tx</u> <u>To Date</u> |
| | Center Point Energ | V | | 169.22 | SERVICE 02/08-03/08 | 66-003-000-0000-6251 | 11831812-0 | <u>N</u> |
| 30 | - 0 | 5 | | 318.37 | SERVICE 02/08-03/08 | 66-003-000-0000-6251 | 10942506-6 | N |
| | Warrant # | 2086 | Total | 487.59 | | | | |
| 151 | City of Morris Warrant # | 2087 | Total | 62.29 62.29 | SERVICE | 66-003-000-0000-6251 | 02-22900610-02-0 | Ν |
| 33 | CPS Technology S Warrant # | | Total | 2,180.00 | HOSTING FEE - APRIL | 66-003-000-0000-6261 | 383180 | Ν |
| | warrant # | 2088 | Total | 2,180.00 | | | | |
| 155 | Lakes Country Ser | vice Coop Ins P | ool | 11,053.07 | HEALTH INSURANCE - APR | RIL 66-003-000-0000-6871 | | Ν |
| | Warrant # | 2089 | Total | 11,053.07 | | | | |
| 137 | VSP Insurance Co. | | | 7.54 | VISION INSURANCE - MARC | CH 66-003-000-0000-6871 | 30107872 | Ν |
| | Warrant # | 2090 | Total | 7.54 | | | | |
| | Warrant Form | WF91 | Total | 13,790.49 | 6 Transactio | ons | | |
| | | Final | Total | 13,790.49 | 6 Transactio | ons | | |

I hereby certify that the above amounts have been approved and allowed by the county welfare board for payment to the claimant as in each instance stated, that said county welfare board authorizes and instructs the county auditor and county treasurer of said county to pay the same.

CPTSHANNON

Signed _____ Director

11:47AM

Warrant Form WF91

Commissioner's Warrants

**** Counties Providing Technology ****

WARRANT REGISTER

Commissioner Warrants

Approved Pay Date

03/30/2023

03/30/2023



Page 1

| | | | | | | 5 00/00/2020 | | |
|----------|-----------------------|-------|-------|-----------|---------------------------------|----------------------|------------------------|---------------------------|
| Vendor # | Vendor Name | | | Amount | Description OBO# On-Behalf-c | Account Number | Invoice # From Date | <u>PO # Tx</u> To Date |
| | Ahmann/Karen | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | <u>10 Duto</u> N |
| 126 | | | | 175.54 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2105 | Total | 275.54 | | | | IN |
| 181 | Antony/Ronald J. | | | 100.00 | EXECUTIVE BOARD MTG 03/20/23 | 66-003-000-0000-6106 | | N |
| 181 | | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 181 | | | | 96.94 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | Ν |
| | Warrant # | 2106 | Total | 296.94 | | | | |
| 180 | Athey/Wade O | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 180 | | | | 49.13 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2107 | Total | 149.13 | | | | |
| 86 | Bremer Bank | | | 2.70 | POSTAGE - USPS | 66-003-000-0000-6215 | | Ν |
| 86 | | | | 29.91 | SIMPLISAFE | 66-003-000-0000-6261 | | N |
| 86 | | | | 53.33 | VENDOR BOOTH - DOUBLE TREE | 66-003-000-0000-6331 | | N |
| 86 | | | | 131.52 | DOUBLE TREE - JOEL | 66-003-000-0000-6337 | | N |
| 86 | | | | 22.41 | ICE MELT - TOWN & COUNTRY | 66-003-000-0000-6401 | | N |
| 86 | | | | 28.78 | FOOT REST - AMAZON | 66-003-000-0000-6401 | | N |
| 86 | | | | 29.88 | ICE MELT - TOWN & COUNTRY | 66-003-000-0000-6401 | | N |
| 86 | | | | 11.50 | ZOHO ASSIST | 66-003-000-0000-6402 | | N |
| 86 | | | | 709.52 | ATLASSIAN | 66-003-000-0000-6402 | | N |
| 86 | | | | 28.99 | ADAPTER - AMAZON | 66-003-000-0000-6481 | | N |
| 86 | | | | 69.20- | AMAZON REFUND | 66-003-000-0000-6482 | | Ν |
| 86 | | | | 48.40- | AMAZON REFUND | 66-003-000-0000-6482 | | Ν |
| 86 | | | | 85.43 | WARRANTY EXT LENOVO | 66-003-000-0000-6815 | | Ν |
| | Warrant # | 2108 | Total | 1,016.37 | | | | |
| 178 | CliftonLarsonAllen LL | Р | | 23,447.32 | CYBERSECURITY ASSESSMENT | 66-003-000-0000-6261 | 3631267 | Ν |
| | Warrant # | 2109 | Total | 23,447.32 | | | | |
| 6 | Delta Dental of Minne | esota | | 270.92 | DENTAL INS - APRIL | 66-003-000-0000-6871 | RIS0004817960 | Ν |
| | Warrant # | 2110 | Total | 270.92 | | | | |

11:47AM

Warrant Form WF91

Commissioner's Warrants

**** Counties Providing Technology ****

WARRANT REGISTER

Commissioner Warrants

Approved Pay Date

03/30/2023

03/30/2023



Page 2

| | | | | | | , 00/00/202 | 5 | |
|-----|-----------------------|------|-------|---------------|------------------------------|----------------------|-----------|----------------|
| | | | | | Description | Account Number | Invoice # | <u>PO # Tx</u> |
| | <u>Vendor Name</u> | | | <u>Amount</u> | OBO# On-Behalf-c | | From Date | To Date |
| 160 | Drietz/Joseph | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | N |
| 160 | | | | 129.69 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2111 | Total | 229.69 | | | | |
| 163 | Gardner/Steven J | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 163 | | | | 70.74 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | Ν |
| | Warrant # | 2112 | Total | 170.74 | | | | |
| 183 | Groupmann/Paul F | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 183 | | | | 128.38 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | Ν |
| | Warrant # | 2113 | Total | 228.38 | | | | |
| 161 | Hollingsworth/Christo | pher | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 161 | - | | | 162.44 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2114 | Total | 262.44 | | | | |
| 165 | Holmen/Norman | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | N |
| 165 | | | | 100.00 | EXECUTIVE BOARD MTG 03/20/23 | 66-003-000-0000-6106 | | N |
| 165 | | | | 172.92 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2115 | Total | 372.92 | | | | |
| 159 | Johnson/Paul M. | | | 100.00 | PERSONNEL MTG 02/14/23 | 66-003-000-0000-6106 | | Ν |
| 159 | | | | 100.00 | EXECUTIVE BOARD MTG 02/27/23 | 66-003-000-0000-6106 | | N |
| 159 | | | | 100.00 | PERSONNEL MTG 03/14/23 | 66-003-000-0000-6106 | | N |
| 159 | | | | 100.00 | EXECUTIVE BOARD MTG 03/20/23 | 66-003-000-0000-6106 | | N |
| 159 | | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | N |
| 159 | | | | 117.90 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2116 | Total | 617.90 | | | | |
| 166 | Johnson/Troy | | | 100.00 | PERSONNEL MTG 02/14/23 | 66-003-000-0000-6106 | | Ν |
| 166 | · | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | N |
| 166 | | | | 31.44 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2117 | Total | 231.44 | | | | |
| 124 | Kopitzke/Bob | | | 100.00 | PERSONNEL MTG 03/14/23 | 66-003-000-0000-6106 | | Ν |

11:47AM

Warrant Form WF91

Commissioner's Warrants

**** Counties Providing Technology ****

WARRANT REGISTER

Commissioner Warrants

Approved Pay Date

03/30/2023

03/30/2023

FINANCIAL SYSTEMS

Page 3

| | | | | | Description | Account Number | Invoice # | PO |
|-----|-----------------------------|---------------|--------|-------------------------|--|---|-----------|--------------|
| | Vendor Name Kopitzke/Bob | | | <u>Amount</u> 100.00 | OBO# On-Behalf-o EXECUTIVE BOARD MTG 03/20/23 | 1 <u>f-Name</u> 66-003-000-0000-6106 | From Date | <u>To Da</u> |
| 124 | Ropitzke/Bob | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | |
| 124 | Warrant # | 2118 | Total | 300.00 | JOINT FOWERS MITS 03/21/23 | 88-003-000-0000-8108 | | |
| 167 | Kramer/Randy | | | 100.00 | EXECUTIVE BOARD MTG 03/20/23 | 66-003-000-0000-6106 | | |
| 167 | | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | |
| 167 | | | | 96.94 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | |
| | Warrant # | 2119 | Total | 296.94 | | | | |
| 173 | Larson/Dennis | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | |
| 173 | | | | 78.60 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | |
| | Warrant # | 2120 | Total | 178.60 | | | | |
| 172 | Lee/Jesse M | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | |
| 172 | | | | 191.26 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | |
| | Warrant # | 2121 | Total | 291.26 | | | | |
| 116 | Life Insurance Com | pany of N.Ar | nerica | 169.17 | HOSPITAL INS - APRIL | 66-003-000-0000-6871 | HC960734 | |
| 116 | | | | 123.84 | CRITICAL ILLNESS - APRIL | 66-003-000-0000-6871 | CI961398 | |
| 116 | | | | 119.25 | ACCIDENT INS - APRIL | 66-003-000-0000-6871 | AI961469 | |
| | Warrant # | 2122 | Total | 412.26 | | | | |
| 54 | Lincoln National Life | e Insurance (| Co/The | 323.04 | LIFE INSURANCE - APRIL | 66-003-000-0000-6871 | 10247942 | |
| 54 | | | | 324.00 | STD INSURANCE - APRIL | 66-003-000-0000-6871 | 10258571 | |
| | Warrant # | 2123 | Total | 647.04 | | | | |
| 169 | Lindor/Larry | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | |
| 169 | | | | 100.00 | EXECUTIVE BOARD MTG - 03/20/23 | 66-003-000-0000-6106 | | |
| 169 | | | | 100.00 | PERSONNEL MTG 03/14/23 | 66-003-000-0000-6106 | | |
| 169 | | | | 20.96 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | |
| | Warrant # | 2124 | Total | 320.96 | | | | |
| 164 | Meyer/Charlie L | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | |
| 164 | | | | 65.50 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | |
| | Warrant # | 2125 | Total | 165.50 | | | | |

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11:47AM

Warrant Form WF91

Commissioner's Warrants

**** Counties Providing Technology ****

WARRANT REGISTER

Commissioner Warrants

Approved

Pay Date

03/30/2023

03/30/2023



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| | Vendor Name Miller/Roland | | | <u>Amount</u> 100.00 | Description OBO# On-Behalf-c JOINT POWERS MTG 03/27/23 | Account Number 0 <u>f-Name</u> 66-003-000-0000-6106 | Invoice # From Date | <u>PO # Tx</u> <u>To Date</u> N |
|-----|------------------------------|---------------|---------|-------------------------|--|---|------------------------|---------------------------------------|
| 182 | | | | 277.06 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2126 | Total | 377.06 | | | | |
| 157 | Neumann/Randy | | | 78.60 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | N |
| | Warrant # | 2127 | Total | 78.60 | | | | |
| 171 | Olson/Jerrel | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 171 | | | | 47.16 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | Ν |
| | Warrant # | 2128 | Total | 147.16 | | | | |
| 170 | Pederson/Edward | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 170 | | | | 36.68 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | Ν |
| | Warrant # | 2129 | Total | 136.68 | | | | |
| 101 | Ratwik, Roszak & M | Valoney, P.A. | | 589.00 | REVIEW/REVISE HOSTING AGREE | 66-003-000-0000-6261 | 73374 | Ν |
| | Warrant # | 2130 | Total | 589.00 | | | | |
| 107 | Todd County Audite | or Treasurer | | 100.00 | R. NEUMANN JNT POWERS MTG : | 66-003-000-0000-6106 | | Ν |
| | Warrant # | 2131 | Total | 100.00 | | | | |
| 162 | Weyer/Michael L. | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | Ν |
| 162 | | | | 145.41 | MILEAGE 03/27/23 | 66-003-000-0000-6338 | | Ν |
| | Warrant # | 2132 | Total | 245.41 | | | | |
| | Warrant Form | WF91 | Total | 31,856.20 | 74 Transactions | | | |
| | | Fina | I Total | 31,856.20 | 74 Transactions | | | |

I hereby certify that the above amounts have been approved and allowed by the county welfare board for payment to the claimant as in each instance stated, that said county welfare board authorizes and instructs the county auditor and county treasurer of said county to pay the same.

Signed

Director

CPTSHANNON 04/06/2023

11:53AM

**** Counties Providing Technology ****

FINANCIAL SYSTEMS

| 04/00/2023 | | rant Form missioner's | - | | WARRANT REGISTER Commissioner Warrants | Approved 04/06/20 Pay Date 04/06/20 | | Page 1 |
|------------|---|--------------------------|-------|-----------------------------|--|--|------------------------|----------------------------------|
| | Vendor Name | | | Amount | <u>Description</u> <u>OBO#</u> <u>On-Behalf-c</u> | | Invoice # From Date | <u>PO # Tx</u> <u>To Date</u> |
| | ABBE/JAMES Warrant # | 2133 | Total | 100.00 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | N |
| | Baker Tilly US, LLP Warrant # | 2134 | Total | 9,446.00 9,446.00 | PROGRESS BILLING | 66-003-000-0000-6261 | BT2351987 | Ν |
| | Marco Technologies, L Warrant # | | Total | 47.50 47.50 | ROUTINE SHRED | 66-003-000-0000-6251 | INV11040013 | Ν |
| 149 | Mecklenburg/Kaylene Warrant # | | Total | 170.00 170.00 | CONTRACTED SERVICES - MARCI | 66-003-000-0000-6261 | | Ν |
| 100 | Morris Electronics Warrant # | | Total | 2,000.00 2,000.00 | DATA CIRCUIT - MARCH | 66-003-000-0000-6210 | DATAMARCH | Ν |
| | Morris Electronics | 2107 | | 360.00 | ND TAX WEB - JANUARY | 66-003-000-0000-6261 | NDTAXJAN | N |
| 43 | | | | 360.00 | ND TAX WEB - FEBRUARY | 66-003-000-0000-6261 | NDTAXFEB | N |
| 43 | | | | 360.00 | ND TAX WEB - MARCH | 66-003-000-0000-6261 | NDTAXMAR | Ν |
| 43 | | | | 1,404.00 | MN TAX WEB - JANUARY | 66-003-000-0000-6261 | TAXWEBJAN | Ν |
| 43 | | | | 1,404.00 | MN TAX WEB - FEBRUARY | 66-003-000-0000-6261 | TAXWEBFEB | Ν |
| 43 | | | | 1,404.00 | MN TAX WEB - MARCH | 66-003-000-0000-6261 | TAXWEBMAR | Ν |
| 43 | | | | 100.00 | MAP SERVER - JANUARY | 66-003-000-0000-6261 | MAPSERVERJAN | Ν |
| 43 | | | | 100.00 | MAP SERVER - FEBRUARY | 66-003-000-0000-6261 | MAPSERVERFEB | Ν |
| 43 | | | | 100.00 | MAP SERVER - MARCH | 66-003-000-0000-6261 | MAPSERVERMAR | Ν |
| | Warrant # | 2138 | Total | 5,592.00 | | | | |
| | Sun Life Financial Warrant # | 2139 | Total | 26.00 26.00 | DISABILITY INS - APRIL | 66-003-000-0000-6871 | | Ν |
| | | 2139 | 10101 | | | | | |
| | Terrace, LLC Warrant # | 2140 | Total | 100.00 100.00 | MONTHLY WEBSITE MAINT/SUPP | 66-003-000-0000-6261 | 233 | N |
| | The Hartford Warrant # | 2141 | Total | 308.64 308.64 | LIFE INSURANCE - APRIL | 66-003-000-0000-6871 | 873747 | Ν |
| | Wakefield/Ricky N | | | 100.00 | JOINT POWERS MTG 03/27/23 | 66-003-000-0000-6106 | | N |

| CPTSHANN 04/06/2023 | ON 11:53/ | АM | **** | Counties | Providin | g Tecl | hnology * | *** | | RATED CIAL SYSTEMS |
|------------------------|--------------------|-----------------------------|-------|--------------------------|----------------------------|-------------|----------------------|--------------------------|-----------|-----------------------|
| | | arrant Form mmissioner's | | S | WARRANT RE Commissioner | | Approved Pay Date | 04/06/2023 04/06/2023 | | Page 2 |
| | | | | | Description | | Account Numb | er | Invoice # | PO # Tx |
| <u>Vendor #</u> | <u>Vendor Name</u> | | | <u>Amount</u> | <u></u> | On-Behalf-o | of-Name | | From Date | To Date |
| 184 | Wakefield/Ricky N | | | 140.17 | MILEAGE | | 66-003-000-0000-6106 | ; | | Ν |
| | Warrant # | 2142 | Total | 240.17 | | | | | | |
| | Warrant Form | WF91 | Total | 18,030.31 | 19 Tra | nsactions | | | | |
| | | Final | Total | 18,030.31 | 19 Tra | nsactions | | | | |
| | | | | y that the above amounts | | , | | | | |

I hereby certify that the above amounts have been approved and allowed by the county welfare board for payment to the claimant as in each instance stated, that said county welfare board authorizes and instructs the county auditor and county treasurer of said county to pay the same.

Signed _____

Director

CPTSHANNON 04/13/2023

10:03AM

Warrant Form WF91

Commissioner's Warrants

**** Counties Providing Technology ****

WARRANT REGISTER

Commissioner Warrants

Approved

Pay Date

04/13/2023

04/13/2023



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| | ., | | | • | Description | Account Number | <u>Invoice #</u> | <u>PO # Tx</u> |
|----------|---------------------|----------------|----------|---------------|-------------------------|----------------------|------------------|----------------|
| Vendor # | <u>Vendor Name</u> | | | <u>Amount</u> | <u>OBO#</u> On-Beha | alf-of-Name | From Date | <u>To Date</u> |
| 31 | Driessen Water Inc | ; | | 74.48 | WATER | 66-003-000-0000-6401 | 17708139 | Ν |
| | Warrant # | 2143 | Total | 74.48 | | | | |
| 43 | Morris Electronics | | | 200.00 | LABOR | 66-003-000-0000-6261 | 2054 | Ν |
| 43 | | | | 95.00 | LABOR | 66-003-000-0000-6261 | 2230 | Ν |
| 43 | | | | 142.50 | LABOR | 66-003-000-0000-6261 | 2371 | Ν |
| 43 | | | | 1,205.80 | LENOVO THINKPAD | 66-003-000-0000-6481 | 2327 | Ν |
| | Warrant # | 2144 | Total | 1,643.30 | | | | |
| 29 | Otter Tail Power Co | ompany | | 597.29 | SERVICE 03/02-03/31/23 | 66-003-000-0000-6251 | 4093126 | N |
| 29 | | | | 48.42 | SERVICE 03/02-03/31/23 | 66-003-000-0000-6251 | 20076543 | Ν |
| | Warrant # | 2145 | Total | 645.71 | | | | |
| 36 | Stevens County Au | iditor Treasur | er | 67.68 | POSTAGE - MARCH | 66-003-000-0000-6215 | 1050 | N |
| 36 | | | | 2,300.00 | FISCAL SERVICES - APRIL | 66-003-000-0000-6261 | 1050 | Ν |
| | Warrant # | 2146 | Total | 2,367.68 | | | | |
| 59 | US Bank | | | 17.09 | MONTHLY ZOOM | 66-003-000-0000-6245 | | N |
| 59 | | | | 21.50 | ZOHO-ASSIST | 66-003-000-0000-6402 | | Ν |
| | Warrant # | 2147 | Total | 38.59 | | | | |
| | Warrant Form | WF91 | Total | 4,769.76 | 11 Transactions | | | |
| | | Fin | al Total | 4,769.76 | 11 Transactions | | | |

I hereby certify that the above amounts have been approved and allowed by the county welfare board for payment to the claimant as in each instance stated, that said county welfare board authorizes and instructs the county auditor and county treasurer of said county to pay the same.

Signed _

Director

| | A | В | C | D | Е | F | G | н | | | к |
|----------|-------------------|--|--------|----------|----------|------|-----------------|----------|----------------------|-------------|--------------|
| 1 | COUN | ITIES PROVIDING TECHNOLOGY | 110100 | | | | | and E.S. | | | |
| | The second second | SURER'S MONTHLY REPORT OF DEPOSITS | | | | | ON THE LACT DAY | | | | |
| 3 | 1.12.00 | BORERO MORTHE) REPORT OF BEFORING | 1 | | | | ON THE LAST DAY | UF MARCH | 2023 | | |
| 4 | | | | - | | | | | | | |
| 5 | | | FDIC | Maturity | Interest | Ston | | Interest | | | |
| 6 | Type | Depository | Number | Date | Rate | Up? | Last Balance | Earned | Deposited | Withdrawn | Balance |
| 7 | | | | | | | | Lamou | Deposited | WILLIGIGWIT | Dalance |
| 8 9 | СК | Bremer Bank, Monis | 0 | | | | 594,863.05 | | 530,346.07 | 438,593.60 | 686,615.52 |
| 10 | | Bremer Payroll Account opened 12/31/2015 | | | _ | | 11,104.35 | | 140,000.00 | 142,417.18 | 8,687.17 |
| 11 | | | | | | _ | | | 10,000.00 | 112,111.10 | 0,001.11 |
| 12 | 1 | Flex Account | | | | | 2.000.00 | | | | 2,000.00 |
| 13 | | | | | | A | -, | | | | 2,000.00 |
| 14 | | Bremer Money Market Savings | 1 | | | 10 | 854,153.76 | 725.44 | | | 854.879.20 |
| 15 | | | | | | 16 | | 120.11 | | | 004,075.20 |
| 16 | | | | | | | | | | | |
| 17 | | | | | | | - | | | | |
| 18 | | Edward Jones | | | | | - | | | | - |
| | CD | Truist Bank (89788HCB7) | 1 | 6/23/23 | 4.550% | N | 200,000.00 | | | | 200,000.00 |
| 20 | CD | Key Bank Ohio (49306SH82) | 17534 | 5/1/23 | 4.400% | N | 155,000.00 | | - | | 155,000.00 |
| 21 | CD | Premier Bank Youngstown Ohio | 29845 | 4/14/23 | 4.350% | N | 200,000.00 | | | | 200,000.00 |
| | CD | Five Star Bank (33834TASB) | | 2/28/23 | 4.350% | N | 245,000.00 | 1,810.31 | 1,810.31 | 246,810.31 | - |
| 23 | CD | Morgan Stanley National Bank | 34221 | 3/15/24 | 5.250% | N | | | 236,000.00 | | 236,000.00 |
| 24 | | TOTAL DEDOGITO (D. L. D. L. | | | | | · | | | | - |
| 25 26 | | TOTAL DEPOSITS (Broker Balances) | | | | | | 2,535.75 | 672,156.38 | 827,821.09 | 2,343,181.89 |
| 27 | Non-R | Restricted Accounts | | | | | | | Per state auditors: | | |
| 28 | _ | Cash Accounts | | | _ | | 1,552,181.89 | | r er state additors. | | 0.00 |
| 29 | | Edward Jones | | | | | 555,000.00 | | | | 0.00 |
| 30 | | | | | | | 000,000.00 | | | | |
| 31 | | | | | | | | | | | |
| 32 | | | | | | | | | 2022 MK TO MRKT A | DI . | 418.50 |
| 33 | | | | | | | | | REVERSE MK TO M | | -418.50 |
| 34 | | | | | | | | | | NT ADJ | -410.00 |
| 35 | _ | | | | | | | | Total Balance | | 2,343,181.89 |
| 36 | | | | | | | | | For Month-End | | |
| 37 | | | | | | | 2,107,181.89 | | | | |
| 38 | | | | | | | | | | | |

Would the board like to look at moving more out of the money market account to the higher interest accounts?

Executive Director Report

The financial audit was completed the week of March 20-24. We have received the draft documents for review and signed the management letter. There were no significant findings found in the process.

We also did the CLA security assessment the same week. The audit included internal and external penetration testing, a Phishing campaign and a review of general controls. We met with them the next week to review the initial findings which showed many areas to address such as policies and procedures. There may also be additional costs for hardware and software based on the assessment.

The Building Committee met right after the board meeting on 3/27/23. The committee agreed that the first priority is to address security for the servers by installing controlled entries for the doors and cameras. This would address an identified need in the area of both the security assessment and hosting agreement. We are also looking at the other doors with two companies preparing quotes. The second priority is to get a quote to patch the roof this summer as there was some leaking this winter. The last item is to get a sign for the business on the main street side. The committee will then review where the money is at and determine what other items we would want to complete this year. We did move the meeting room to the new area as there is a lot more space.

The discussion on North Dakota took up a lot of the last board meeting. It was decided to withdraw us from the quote for services in Mercer county which I did soon after the meeting. It seems like there are two main options forming to address ND services. The first is to end services with a definite end date such as 12/31/24. The ones in favor of this do not see the loss of revenue as an issue but instead see the freeing up of time to focus solely on MN. The second option is continuing to provide services to ND to receive the revenue to pay for additional staff. The goal would not be to expand there but to continue to serve the existing counties as long as they want the service. The counties would need to be informed that CPT will not enhance their programs but maintain the existing programs.

The Personnel Committee met on 4/11/23 and is recommending the hiring of a Software Developer 1 position. There is one developer retiring in 2024 who works with the RPG so the plan is to train current developer(s) in this language. The new developer would then focus on the tax program. We are looking at the training option that we got from MCIS. This would have a price of up to \$5,500 for one staff if they took both classes over eighteen weeks. We set a meeting with the trainer to answer questions and make sure it would be worth the money.

The plan is to replace the current servers in 2024. Mike has reached out to CPS to start the process. They did write back that the cost of IBM servers has gone up substantially in the past year.

The Professional Service Agreement for the counties should be close to approval after making changes from the last board meeting and getting additional input. The hosting agreement is taking a little longer to make sure that the service level agreement covers all areas and that we have or will have the equipment to meet the expectations. The example of this is how long can we get counties up and running if there is a disaster in Morris. We currently have an agreement with CPS that we could be up and running again within 24 hours. The goal would be to get this under an hour. We are fortunate to have Matt Anderson, Big Stone IT, and David Purscell, Steele IT, going through the SLA and providing their input.

Joel Flaten

| | | 1 | | | | | 1 | | | | | | | | | | | | | | | | |
|-------------------|----------|------------|------|--------|------------|-----------|---------|------------|-----------|----------|----------|----------|------------|---------|-------|-------|-----------|-------------|-------|------------|---------|-----|---------|
| | RE Taxes | • | | CAMA | Planning & | | Payroll | Payroll | IFS | Cash | CostRite | Capital | Treasurers | Hosting | | Land | Vital | Nightingale | | Co. | Social | IFS | iSeries |
| | | Web Access | CAMA | Mobile | Zoning | Resources | | Web Access | Financial | Register | | Assets | Financial | | Sewer | Tract | Statistic | Interface | Water | Collection | Welfare | | Hosting |
| Becker | | | | | | | | | | | | | | | | | | | | Х | | | |
| Big Stone | Х | | Х | | | Х | Х | Х | Х | Х | Х | Х | | Х | | | | | | | | | |
| Chippewa | | | | | | | | | | | Х | | | | | | | | | | | | |
| Cottonwood | Х | Х | Х | | | | | | Х | Х | Х | Х | | Х | | | | | | | | | |
| Douglas | Х | Х | Х | | Х | | | | Х | Х | Х | Х | | Х | | | | | | Х | | | |
| Grant | Х | Х | Х | Х | | Х | Х | Х | Х | Х | Х | Х | | Х | | | | | | | | | |
| Hubbard | | | | | | | | | | | | | | | | | | | | Х | Х | | |
| Kandiyohi | Х | Х | Х | Х | Х | Х | Х | Х | Х | Х | | Х | Х | | | | | | | | | | |
| Lake of the Woods | Х | Х | Х | Х | | | | | | | | | | | | | | | | | | | |
| Lac qui Parle | | | | | | Х | Х | Х | | | Х | | | | | | | | | | | | |
| Lincoln | Х | Х | Х | | | | Х | | х | Х | Х | Х | Х | х | | | | | | | | | |
| Lyon | Х | Х | | | | Х | Х | Х | Х | Х | Х | Х | | | | | | | | | | | |
| Mahnomen | Х | Х | Х | | | Х | Х | Х | Х | | Х | Х | | Х | | | | | | | | | |
| Marshall | Х | Х | Х | | | Х | Х | Х | х | | | Х | | | | | | | | | | | |
| Meeker | Х | Х | Х | | Х | Х | Х | Х | Х | Х | | Х | Х | Х | | | | | | | | | |
| Mille Lacs | Х | Х | Х | | Х | Х | Х | Х | Х | Х | Х | Х | | Х | | Х | | | | | | | |
| Murray | Х | Х | Х | | | Х | Х | Х | Х | Х | Х | Х | | Х | Х | | | | | | | | |
| Nobles | Х | Х | Х | | | | | | Х | Х | | Х | | | | | | | | | | | |
| Norman | Х | Х | Х | | Х | Х | Х | Х | Х | Х | Х | Х | Х | Х | | | | | | Х | Х | | |
| Otter Tail | | | | | | | | | | | | | | | | | | | | Х | | | |
| Pipestone | Х | Х | | | | Х | Х | Х | Х | Х | | Х | | | | | | | | | | | |
| Polk | | | | | | | | | | | | | | | | | | | | Х | Х | | |
| Pope | Х | Х | Х | Х | | | | | Х | Х | Х | Х | | Х | | | | | | | | | |
| Red Lake | Х | Х | Х | | | | | | | | | | | Х | | | | | | | | | |
| Redwood | Х | Х | Х | | | | | | Х | х | | Х | | | | | | | | | | | |
| Renville | Х | Х | Х | | | Х | Х | Х | Х | Х | Х | Х | | Х | | | | Х | | | | | |
| Rock | Х | Х | Х | Х | | Х | Х | Х | Х | Х | Х | Х | | Х | | | | | Х | | | | |
| Sibley | Х | Х | Х | | | | | | | | | | | | | | | | | | | | |
| Steele | Х | Х | Х | | Х | | | | Х | х | | | | | | | | | | | | | |
| Stevens | Х | Х | Х | | | Х | Х | Х | Х | Х | Х | Х | | Х | | | | | | Х | Х | | |
| Swift | Х | Х | Х | Х | | Х | Х | Х | Х | Х | Х | Х | Х | Х | | | Х | | | | | | |
| Todd | х | Х | х | l | | Х | х | Х | х | х | Х | Х | Х | | | | l | l | | Х | | | |
| Traverse | х | х | х | l | İ | х | х | х | х | х | х | х | | х | | | l | l | | | | | |
| Wadena | х | Х | х | l | | | | l I | х | х | l | х | | | | | l | l | | | | | |
| Wilkin | х | х | х | х | İ | х | х | х | х | х | х | Х | | х | | | l | l | | | х | | |
| Yellow Medicine | х | х | х | l | İ | х | х | х | х | х | х | Х | | х | | | l | İ | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Countryside PH | | | | | | | Х | | х | | | | | Х | | | | | | | | | |
| Horizon PH | | 1 | | 1 | | х | X | х | X | 1 | 1 | | | X | | | 1 | х | | | | | |
| Region IV MH | | | | | | 1 | X | | | | | | | | | | | | | | | | |
| SW Health | | | | | | х | X | х | х | х | | | | | | | | х | | х | | | |
| Western Prairie | <u> </u> | | | | <u> </u> | | ~ | | ~ | ~ | | <u> </u> | | | | | | ~ | | X | | х | x |
| HOSIGIII I Iallie | 1 | | | | 1 | | | 1 | | I | | 1 | | | | | | | | ~ | | | ^ |

MINNESOTA

| _ | | | | | | | | NOR | TH DAK | ΟΤΑ | | | | |
|-----------|-------|------------|------|-------|-----------|-------|-----------|---------|------------|-----------|---------|---------|---------|--|
| | Taxes | Taxes | | Land | Recorder | Oil & | Human | Payroll | Payroll | IFS | Highway | Capital | Monthly | |
| | | Web Access | CAMA | Calc. | Land Trac | Gas | Resources | | Web Access | Financial | Costing | Assets | Hosting | |
| Barnes | Х | Х | | | | | | Х | Х | Х | | | | |
| Dunn | Х | Х | | Х | | | | | | Х | Х | | | HR, Payroll and Payroll Web Access will be added in 2023 |
| La Moure | Х | Х | | Х | | | | Х | | Х | | | Х | |
| McKenzie | Х | Х | | Х | Х | Х | | Х | Х | Х | | Х | | |
| Mountrail | Х | Х | | Х | | | | Х | | Х | | Х | Х | Transitioning off in 2024 |
| Pembina | Х | Х | | Х | | | | Х | | Х | | Х | Х | |
| Ransom | Х | Х | Х | Х | | | | Х | Х | Х | | Х | Х | |
| Sargent | | | | | | | | | | | | | | Paid through March 2023 |

COUNTIES PROVIDING TECHNOLOGY

EXECUTIVE COMMITTEE

BOARD UPDATE: APRIL 24, 2023 MEETING

Monday, April 17, 2022 at 9:00 am: Zoom

Attendees: Chair Bob Kopitzke, Vice Chair Paul Johnson, Chris Hollingsworth, Ron Anthony, Norman Holmen, Randy Kramer, Personnel Chair Larry Lindor, Vicki Knobloch Kletscher, Mike Koehler, Joel Flaten

Unable to attend:

Updates and Discussions:

- The committee members reviewed the Services by County document that Joel sent out to the board. The committee agrees it would be good to add to the board packet for April 24th.
- Joel updated the committee that Mike, Bob and Joel will be meeting with the new commissioners to the board at 9am before the regular meeting on 4/24/23.
- The committee reviewed a couple of letters from Laura Schmidt, Attorney, that she has a client interested in purchasing CPT. The committee discussed the letters and the majority of the committee recommend that CPT would have no interest in selling CPT at this time as the goal in purchasing CPT was so the counties had control over the programs. One of the committee members feels that CPT should get additional information before just saying no as we do not the price that is being offered or other specifics. This is will be put on the board agenda for further discussion.
- The committee continued the discussion on CPT's commitment to North Dakota. They unanimously recommend that the board discontinue services to North Dakota effective 12/31/24. They are also recommending that the 2024 Professional Service Agreement include the proposed increases for programs.
- The committee reviewed the Professional Service Agreement with the proposed changes from the last board meeting. The committee unanimously recommends the board approve the agreement with the proposed changes.
- The committee was updated on the hosting agreement and the goal is to have it ready for approval for the May board meeting. The rates for hosting will be removed from the Professional Service Agreement and moved to this agreement. There needs to be discussion on rates as we look at the cost of replacing servers which CPS has said increased significantly.
- The committee discussed looking at the requirement that county members of the board must purchase at least the tax program to remain a member. The question was can we put this in the by-laws or would it have to be in the JPB agreement. The committee recommended contacting Ann Goering to get the answer for this and then working on any specifics for membership.
- The committee was updated on the Building Committee meeting. The focus now is on getting quotes for doors and cameras along with patching the roof.
- The committee was updated on the CLA Security Assessment. The final reports will be coming out soon and then we will focus on how CPT will address identified issues. The main area lacking is policies and procedures is many areas.
- The committee reviewed the Personnel Committee meeting update from 4/11/2023 and it was pointed out that they are recommending CPT hire a Software Developer 1. This person would replace the staff who is planning to retire at the end of this year.

- The committee agreed to upgrade Slack at a cost of \$1,479 which would be an annual cost. The current version is free but only saves staff communications for 90 days. This has been used by extensively by staff since Covid-19.
- Commissioner Kramer pointed out on the minutes that when there is not a unanimous vote by the board on motions that the minutes must include who specifically voted yay and nay. Joel will make the corrections to the minutes.
- The next meeting will be May 15th via Zoom at 9am.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made effective as of _____, ___, by and between Counties Providing Technology ("CPT"), and _____ ("Participating Agency"). CPT and the Participating Agency are referred to herein collectively as the "parties" and individually as a "party."

WHEREAS, the Participating Agency wishes to retain professional services to obtain support, maintenance, computer programing, and technical assistance for certain software systems created and maintained by CPT; and

WHEREAS, CPT is able and willing to provide such services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

- 1. Term of the Agreement. This Agreement shall commence on January 1, 2024 and terminate on December 31, 2026. Except in the event of a non-remedied breach of a party's obligations under this Agreement, the Agreement may not be terminated before its expiration.
- 2. Software Systems to be Supported. CPT agrees to provide support, maintenance, and computer programming and technical assistance to the Participating Agency for the duration of this Agreement, for the Software Systems and at the rates set forth in Attachments A through C.

Additionally, during the duration of this Agreement, the Participating Agency may elect support maintenance and computer programming and technical assistance for the following Software Systems:

Real Estate Tax System, CAMA, Land Calc, CAMA Mobile, Planning and Zoning, Tax Web Access, Human Resources, Payroll, Payroll Web Access, IFS - Support Only, Cash Register CostRite – Highway Costing, Capital Assets, Treasurer Financial, Hosting and such other software programs as may be developed under this agreement.

CPT will provide said support, maintenance and computer programming and technical assistance to the Participating Agency for said Software Systems on an "à la carte" basis with said services for a particular Software System offered only if the Participating Agency has

elected to purchase a particular Software System and pay a maintenance fee for that particular Software System.

3. Election of Software Systems.

At the beginning of the term of this Agreement, the Participating Agency shall elect which Software Systems it desires to be supported by CPT. The Participating Agency will indicate the Software Systems it elects in a separate Addendum. If the Participating Agency has not previously purchased a particular Software System it intends to use, it shall do so under the rates set forth in Attachment A: System Prices. For each Software System elected, the Participating Agency agrees to pay the installation cost, as set forth in Attachment A: System Prices. The Participating Agency further agrees that it will continue to pay the maintenance fee, as set forth in Attachment B: Flat Fee Schedule, for the Software System for a minimum of three years unless the software system support is discontinued by CPT. If a Participating Agency elects to discontinue use of a selected Software System after three years, it shall notify CPT of its decision at least six months before the end of this contract. the third anniversary date of this Agreement or, if the third anniversary date has passed, at least six months before each subsequent anniversary date. Any termination of an elected Software System shall occur on the next occurring anniversary date and the individual Participating Agency shall continue to pay all maintenance fees associated with the Software System until that date. If an individual Participating Agency elects to add a new Software System it may do so at any time during the term of this Agreement, but shall be obligated to use and pay the maintenance fee for that new Software System <mark>until the end of this contract</mark> for a minimum of three years unless the software system support is discontinued by CPT. If, at any point, a particular Software System is not being used by a sufficient number of participating agencies to make providing support, maintenance and computer programming and technical assistance for that Software System appropriate for CPT, at CPT's sole discretion, CPT may, upon six twelve months' notice to Participating Agency, cease providing services for that Software System.

The Participating Agency may have the same Software System installed and supported in more than one department at no additional cost provided it only uses one file set. However, if the Participating Agency uses the Software System with more than one file set, each file set shall be considered a separate user and charged accordingly. For each installation (or fee paid), CPT will support a single version and establish a single point of contact for support services.

4. Scope of Services.

A. Installation. For each Software System elected under this Agreement, CPT will install, and/or convert, if necessary, the Software System for the Participating Agency at the rate set forth in Attachment A: System Prices. The Participating Agency and CPT agree that, for purposes of monthly operations support billing, the package shall be considered installed at the beginning of the next month following the completion of the installation process or until the participating agency is using the software

<mark>systems.</mark>

- B. <u>Flat Fee Services Provided by CPT.</u> CPT shall provide the following services to the Participating Agency and the Participating Agency shall pay a maintenance fee according to the rate schedule set forth in Attachment B: Flat Fee Schedule:
 - i. CPT will provide general support (over-the-phone training and problem solving) to the Participating Agency for each Software System the Participating Agency uses.
 - ii. CPT will, on a reasonably timely basis, modify its Software Systems to reflect changes mandated by applicable State of Minnesota rules or laws. These modifications shall take precedence over any other project or service being performed pursuant to this Agreement.
 - iii. CPT will provide group or individualized instruction for the purpose of maintaining self-sufficiency in using and operating a Software System on-site to any Participating Agency personnel using that Software System. CPT will charge for the cost of mileage, meals and lodging for in-person training.
- C. <u>Time and Services Provided by CPT</u>. CPT shall provide the following services to the Participating Agency according to Attachment A: Hourly Rate Schedule:
 - i. <u>Design and Development</u>. CPT will provide all services necessary for the modification of existing Software Systems as requested by the Participating Agency. <u>This includes computer programming, technical</u> <u>assistance, user's manuals, run instructions, and source and object code.</u>

On site training. CPT will provide group or individualized instruction for the purpose of maintaining self-sufficiency in using and operating a Software System on-site to any Participating Agency personnel using that Software System.

ii. <u>Data Conversions:</u> Data conversion costs not otherwise provided for on Schedule A.

These hourly rates shall apply only to work that has prior approval of the Participating Agency. At no time shall the Participating Agency incur time-and-materials charges without a written request for such services.

5. Expenses. CPT will bill and the Participating Agency receiving services will pay any and all lodging and meals incurred in the performance of services under this Agreement at actual cost, plus mileage at allowed IRS rates from Morris, Minnesota.

6. Allocation of Charges and Payment.

- A. CPT shall bill the Participating Agency on the first of each month for that month's flat fee charge for all services provided. All charges shall be itemized to show the type of service provided and the cost of each activity.
- B. Time-and-materials charges shall be billed to the Participating Agency in the month following the month the charge was incurred.
- C. The Participating Agency shall pay CPT the amount billed within thirty (30) days of its receipt of the invoice.

7. Facilities to be Maintained by CPT.

- A. CPT shall maintain unrestricted access to appropriate computing resources and necessary associated peripheral equipment for the development and support of the Software Systems for the duration of this Agreement.
- B. CPT shall maintain financial systems supplying adequate audit trails and accounting of time and materials used in supporting the Participating Agency.
- C. CPT shall maintain an auditable ticketing system that tracks Participating Agency issues and concerns along with their resolution.

8. Standards.

- A. CPT shall use the appropriate standards and controls in the preparation of system and user documentation, in modifications to the systems, when developing new software, and when conducting acceptance testing of newly developed or newly installed software.
- B. CPT and the Participating Agency agree that the modifications or enhancements provided hereunder shall include all user documentation to the Participating Agency to utilize the modifications or enhancements on their systems in accordance with the standards and specifications agreed upon by the parties.
- C. The parties agree to cooperate to troubleshoot any difficulties and to implement the services provided under this Agreement.

9. Ownership/Proprietary Rights.

A. All source code, object code, and documentation generated for Real Estate Tax System, as well as all Software Systems shall be the property of CPT. CPT shall have and retain all right, title, and interest in and to the source code, object code and documentation, free from any claim, license, title or retention of rights thereto. Under no circumstance may the Participating Agency provide access to, give, sell or distribute any source code, object code, file layouts or documentation to any third-party. CPT has the right to market and disseminate said services and deliverables to others to maintain the user base.

- B. It is understood by the Participating Agency that CPT is the owner of any and all rights, intellectual and otherwise, for the materials, services and other deliverables that are delivered under this Agreement. All materials developed, produced, or in the process of being so under this Agreement shall be and remain the sole and exclusive property of CPT and the Participating Agency shall, to the extent necessary, be granted a limited revocable license to use such mentioned materials during the term of this Agreement and for the sole and exclusive purpose of giving effect to this Agreement. Upon the expiration or termination of this Agreement, the Participating Agency shall return to CPT any and all property, documentation, records, materials, or information which is the property of CPT.
- C. All data records, and reports relating to the Participating Agency shall be treated by CPT as the exclusive property of the Participating Agency. Furnishing of such records to, or access to such items by, CPT shall not grant any express or implied interest in or license to CPT and/or its agents relating to such records other than as is necessary to perform and provide the services to the Participating Agency pursuant to this Agreement.

10. Limitation of Warranties and Liabilities.

- A. LIMITATIONS OF WARRANTIES. CPT MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. CPT DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CPT DOES NOT WARRANT THAT THE PROVIDED SERVICES AND PROGRAMMING ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF ITS SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- B. LIMITATION ON LIABILITY. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CPT, IN NO EVENT SHALL CPT BE LIABLE FOR ANY INTERRUPTION OF THE PARTICIPATING AGENCY'S SERVICE OR OPERATIONS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CPT'S NEGLIGENCE. IN NO EVENT SHALL CPT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CPT BY THE PARTICIPATING AGENCY UNDER THIS AGREEMENT.
- **11. Default.** If a party breaches its obligations under this Agreement, the non-defaulting party shall have the right to terminate the Agreement following not less than thirty (30) days prior

written notice to the other party specifying the nature of such failure, and the defaulting party fails to cure such failure within that thirty (30) days period; *provided*, when a default cannot reasonably be cured within such thirty (30) day period, the time for curing such default may be extended for such period of time as may be reasonably necessary to complete such cure; *provided further* that the defaulting party shall have proceeded promptly to cure such default and shall continue to prosecute such curing with due diligence.

12. Notices. All notices required to be given under this Agreement shall be in writing and delivered as follows: Participating Agency must provide such notices required under this Agreement by electronic mail or U.S. Mail addressed to [name/title] at [email address] or at {physical address]. CPT must provide such notices required under this Agreement by electronic mail or U.S. Mail addressed to [name/title] at [email address] or at [physical address]. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.

13. Miscellaneous.

- A. <u>Entire Agreement: Requirement of a Writing</u>. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreement presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.
- B. <u>Conflicts of Interest</u>. CPT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. CPT further covenants that in the performance of this Agreement no persons having any such conflicting interest shall be employed.
- C. <u>Expenses Incurred</u>. No payments shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state or local law, rule or regulations.
- D. <u>Independent Contractor</u>. For the purposes of this Agreement, CPT shall be deemed an independent contractor, and not an employee of the Participating Agency. The parties to this Agreement acknowledge and agree that the relationship arising from this Agreement is that of contracting entities, and does not constitute or create a general agency, joint venture, partnership, employment relationship, investment contract or franchise between them.
- E. <u>Insurance</u>. CPT further agrees it will maintain general liability insurance for its operations throughout the term of this Agreement as follows:

- i. Automobile liability insurance (single limit or combined limit or excess umbrella) covering all vehicles used in providing services to Participating Agency in an amount of one million dollars (\$1,000,000) per accident for property damage, one million dollars (\$1,00,000) per accident for any damages to any one person and one million dollars (\$1,000,000) for total bodily injuries and damages arising from a single accident.
- ii. General liability insurance (single limit, combined limit, or excess umbrella) of not less than two million dollars (\$2,000,000) for property damage arising from one occurrence, two million dollars (\$2,000,000) for total personal injury arising from one occurrence.
- F. <u>Severability</u>. The provisions of this Agreement are severable; if any paragraph, section, subdivision, sentence, clause or other phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- G. <u>Governing Laws</u>. The laws of the State of Minnesota shall govern as to the interpretation, validity and effect of this Agreement. The parties further agree that any lawsuit to enforce or challenge any provision of this Agreement or the application of any such provision shall be venue only in State or Federal courts having jurisdiction over Stevens County, Minnesota.
- H. <u>Non-Discrimination</u>. In carrying out the terms of this Agreement, CPT shall not discriminate against any employee applicant for employment, or other person, supplier or contractor because of race, color, religion, sex, marital status, national origin, handicap or public assistance.
- I. <u>Whereas Clauses</u>. The matters set forth in the "Whereas" clauses on page one (1) hereof are incorporated into and made a part of this Agreement.
- J. <u>Paragraph Headings</u>. The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement.
- K. <u>Equal Drafting</u>. This Agreement must be construed to have been drafted equally by the parties.
- L. <u>Compliance with Law/Standards</u>. CPT will comply with all applicable federal, state and local laws and regulations in its performance of and provisioning of the services. The Participating Agency shall comply with all applicable federal, state and local laws and regulations in its use of the services.

- M. <u>Data Privacy</u>. CPT agrees to maintain and protect data on individuals received, or to which CPT has access. No private of confidential data developed, maintained or reviewed by CPT under this Agreement may be released to the public by CPT or CPT's employees or representatives without written authorization from the Participating Agency.
- N. <u>Assignability</u>. Neither party may assign this Agreement to any other person or entity without the written consent of the other party.
- O. <u>Force Majeure</u>. With the exception of payment of charges due under the Agreement, a party shall be excused from performance if the performance is prevented by acts or events beyond the party's reasonable control, including but not limited to: severe weather and storms, earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive or administrative authorities.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

COUNTIES PROVIDING TECHNOLOGY

lts:

Date:_____

PARTICIPATING AGENCY

lts:

Date:_____

Attachment A – System Prices/Hourly Rate Attachment B – Flat Fee Schedule. Attachment C – Optional Programs

SELECTED SOFTWARE OPTIONS

The Participating Agency elects to receive services for the following Software Systems and Other Programs and agrees to all terms of Master Service Agreement.

SOFTWARE SYSTEMS PLEASE MARK SELECTIONS

| Real Estate Tax System | Oth | er Software |
|--------------------------------------|-----|-----------------------|
| Computer Aided Mass Appraisal (CAMA) | | County Collection |
| CAMA Mobile | | Land Tract |
| Planning and Zoning | | Vital Statistics |
| Human Resources | | Nightingale Interface |
| Payroll | | Rural Water |
| Payroll Web Access | | Sewer |
| IFS Support | | Social Welfare |
| Cash Register | | |
| CostRite – Highway Costing | | |
| Capital Assets | | |
| Treasurer Financial | | |
| Hosting | | |
| | | |
| | | |

| Participating Agency | Date | |
|----------------------|------|--|
| | | |
| | | |

CPT Board Chairperson

Date

Attachment A System Prices

| System | Conversio | on | Purchase | Installation Cost* |
|---|-----------|------------------|------------------|----------------------|
| Real-estate Tax System -Includes Sales Ratio, LandCalc, Delinquent, Mobile Home, and GA modules. | ç | \$8,000 | \$50,000 | \$3,640 |
| Comp Aided Mass App (CAMA) | | N/A | \$5,000 | \$1560 |
| Human Resources | | N/A | \$8,000 | \$520 |
| Payroll | ć | \$2,000 | \$2,500 | \$1,560 |
| Payroll Web Access | | N/A | \$2,500 | \$260 |
| IFS Financial (support only) | | N/A | N/A | \$1,040 |
| Cash Register | | N/A | \$2,000 | |
| CostRite - Highway | | N/A | \$12,000 | \$2,600 |
| Capital Assets | | N/A | \$1,500 | \$520 |
| Treasurer Financial | | N/A | \$2,000 | |
| i <mark>Series Hosting Set-up</mark> | | <mark>N/A</mark> | <mark>N/A</mark> | <mark>\$3,000</mark> |
| | | | | |
| Hourly Rates | 2024 | 2025 | 2026 | |
| Program Specialist | \$135 | \$140 | \$145 | |
| Support Specialist | \$115 | \$120 | \$125 | |

Installation does <u>not</u> include mileage, meals, or lodging.

Attachment B Flat Fee Schedule

Monthly Maintenance Per County

| System | 2024 | 2025 | 2026 |
|--|----------------------|----------------------|----------------------|
| Real-estate Tax System | \$3,774 | \$3 <i>,</i> 887 | \$4,004 |
| CAMA <5000 Parcels | \$312 | \$321 | \$331 |
| CAMA >5000 Parcels | \$365 | \$376 | \$387 |
| Land Calc w/out CAMA | \$121 | \$124 | \$128 |
| CAMA Mobile | \$121 | \$124 | \$128 |
| Planning and Zoning | \$121 | \$124 | \$128 |
| Human Resources | \$363 | \$374 | \$385 |
| Payroll | \$282 | \$290 | \$299 |
| Payroll Web Access | \$168 | \$173 | \$178 |
| Financial (IFS) -Support only | \$239 | \$246 | \$254 |
| Cash Register | \$121 | \$124 | \$128 |
| CostRite – Highway | \$666 | \$686 | \$707 |
| Capital Assets | \$121 | \$124 | \$128 |
| Treasurer Financial | \$121 | \$124 | \$128 |
| i <mark>Series Hosting -</mark> dedicated LPAR | <mark>\$1,288</mark> | <mark>\$1,326</mark> | <mark>\$1,365</mark> |
| i <mark>Series Hosting – non-</mark> dedicated LPAR | <mark>\$773</mark> | <mark>\$796</mark> | <mark>\$820</mark> |
| <mark>iSeries Hosting – Agency</mark> in Hosted County | <mark>\$464</mark> | <mark>\$477</mark> | <mark>\$492</mark> |

Attachment C Optional Programs

Monthly Maintenance Per County

| Tax & Values | \$120 | |
|-------------------|-------|--|
| Tax & Statement | \$50 | |
| Valuation Notices | \$50 | |
| TNT Notices | \$50 | |
| Appraisal Summary | \$50 | |

| System | 2024 | 2025 | 2026 |
|-----------------------|-------|-------|-------|
| County Collection | \$82 | \$85 | \$87 |
| Social Welfare | \$82 | \$85 | \$87 |
| Sewer | \$164 | \$169 | \$174 |
| Land Tract | \$110 | \$114 | \$117 |
| Vital Statistics | \$107 | \$110 | \$114 |
| Nightingale Interface | \$74 | \$76 | \$79 |
| Rural Water | \$258 | \$265 | \$273 |



SELECTED SOFTWARE OPTIONS

The Participating Agency elects to receive services for the following Software Systems and Other Programs and agrees to all terms of Master Service Agreement.

SOFTWARE SYSTEMS PLEASE MARK SELECTIONS

| | Real E-Tax 14,000 parcels or more | Тах | Web Accesss |
|----------------------|--------------------------------------|------|-------------------|
| | Real E-Tax Less than 14,000 parcels | | Tax & Values |
| | САМА | | Tax & Statement |
| | Land Calc without CAMA | | Valuation Notices |
| | Human Resources | | TNT Notices |
| | Payroll | | Appraisal Summary |
| | Payroll Web Access | | |
| | Oil and Gas | | |
| | Recorder Land Calc | | |
| | CostRite – Highway | | |
| | Capital Assets | | |
| | Financial (IFS) | | |
| | iSeries Hosting – dedicated LPAR | | |
| | iSeries Hosting – non-dedicated LPAR | | |
| | | | |
| | | | |
| Participating Agency | | Date | |
| | | · | |

CPT Board Chairperson

Date

Attachment A System Prices – North Dakota

| System | Conversion | Purchase | Installation Cost* |
|----------------------------------|------------|----------|-----------------------|
| Real-estate Tax Billing | \$2,500 | \$10,000 | \$3,640 |
| Comp Aided Mass App (CAMA) | N/A | \$5,000 | \$1,560 |
| Human Resources | N/A | \$8,000 | \$520 |
| Payroll | \$500 | \$2,500 | \$1,560 |
| Payroll Web Access | N/A | \$3250 | \$520 |
| CostRite - Highway | N/A | \$12,000 | \$2,600 |
| Capital Assets | N/A | \$1,500 | \$520 |
| Financial (General Ledger) | N/A | \$ 2,500 | \$1,040 |
| iSeries Hosting | N/A | N/A | \$3,000 |
| | | | |
| Time & Materials Hourly Rates | 2024 | 2025 | 2026 |
| Program Specialist | \$135 | \$140 | \$145 |
| Support Specialist | \$115 | \$120 | \$125 |

• Installation does <u>not</u> include mileage, meals, or lodging.

Attachment B

Flat Fee Schedule

Monthly Maintenance Per County Based on a 3% Yearly Increase

| System | 2024 | 2025 | 2026 |
|--|--------|--------|--------|
| REAL E-TAX | \$1906 | \$1963 | \$2022 |
| 14,000 parcels or more | | | |
| REAL E-Tax | \$1082 | \$1114 | \$1147 |
| Less than 14,000 parcels | | | |
| CAMA | \$155 | \$159 | \$164 |
| Land Calc w/out CAMA | \$113 | \$117 | \$120 |
| Human Resources | \$305 | \$314 | \$324 |
| Payroll | \$242 | \$249 | \$257 |
| Payroll Web Access | \$180 | \$186 | \$191 |
| Oil and Gas | \$124 | \$127 | \$131 |
| Recorder Land Calc | \$340 | \$350 | \$361 |
| CostRite - Highway | \$567 | \$583 | \$601 |
| Capital Assets | \$124 | \$127 | \$131 |
| Financial (IFS) | \$242 | \$249 | \$257 |
| iSeries Hosting – dedicated LPAR | \$1285 | \$1320 | \$1355 |
| iSeries Hosting – non- dedicated LPAR | \$775 | \$800 | \$825 |
| Tax Web Access | | | |
| Tax & Values | \$120 | | |
| Tax & Statement | \$50 | | |
| Valuation Notices | \$50 | | |
| TNT Notices | \$50 | | |
| Appraisal Summary | \$50 | | |
| GIS Data and Support | \$50 | | |

SCHMIDT Law + Consulting Familiar, yet different

March 27, 2023

Counties Providing Technology Attn: Joint Powers Board c/o Stevens County Auditor/Treasurer 400 Colorado Avenue, Suite 303 Morris, MN 56267

Dear Joint Powers Board,

I represent a client who is interested in acquiring Counties Providing Technology (CPT), and they have asked me to reach out to you to inquire if you are interested in, or willing to explore the possibility of, selling CPT.

Please contact me to discuss further. Thank you, and I look forward to hearing from you.

Yours truly,

flare

Laura J. Busian Schmidt



Laura J. Busian Schmidt Attorney + Founder laura@schmidtlawmn.com

Krystal Bovee Legal Assistant krystal@schmidtlawmn.com 609 E. 7th Street P.O. Box 227 Morris, MN 56267 P: 320.585.5626 E: hello@schmidtlawmn.com W: www.schmidtlawmn.com

SCHMIDT Law + Consulting Familiar, yet different

April 7, 2023

Counties Providing Technology Attn: Joint Powers Board c/o Stevens County Auditor/Treasurer 400 Colorado Avenue, Suite 303 Morris, MN 56267

VIA EMAIL AND U.S. MAIL joel.flaten@cptmn.us

Re: Counties Providing Technology / Potential Business Sale

Dear Joint Powers Board,

I'm writing in response to the email I received from Joel Flaten on March 30, 2023, wherein Mr. Flaten requested more information related to my inquiry, on behalf of a client, as to whether the Joint Powers Board is interested in, or willing to explore the possibility of, selling Counties Providing Technology (CPT).

My client resides in West Central Minnesota and intends to remain in the area for the foreseeable future. They recognize the value of the products and services offered by CPT, as well as the importance of those products and services being available and accessible to county governments. If my client acquires CPT, their intention is to continue to operate CPT in substantially the same manner and form as it has been operated since its inception, while taking advantage of opportunities for CPT to grow, evolve, and expand, in order to better serve its clients. Further, if they acquire CPT, my client intends to continue to offer the products and services currently offered by CPT, and they hope to make more products and services available in the future.

If you feel information beyond that set forth above is needed to present my client's inquiry to the Executive Committee for an initial discussion, please let me know what additional information you're seeking.



Laura J. Busian Schmidt Attornev + Founder laura@schmidtlawmn.com

Krystal Bovee Legal Assistant krystal@schmidtlawmn.com

609 E. 7th Street P.O. Box 227 Morris, MN 56267 P: 320.585.5626 E: hello@schmidtlawmn.com W: www.schmidtlawmn.com

Counties Providing Technology April 7, 2023 Page 2 of 2

Thank you, and I look forward to hearing from you.

Yours truly,

Jourt C

Laura J. Busian Schmidt



CPT Personnel Committee

BOARD UPDATE: APRIL 24th, 2023

April 11, 2023 at 2pm: Zoom

Attendees: Karen Ahmann, Bob Koptizke, Larry Lindor, Paul Johnson, Troy Johnson, Joel Flaten, Mike Koehler

Unable to attend: Joe Drietz

Updates and Discussions:

- The committee reviewed the Professional Service Agreement with a three-year agreement being the main change.
- The committee was updated on the hosting agreement and the goal is to have it to the board for approval in May.
- The committee discussed ND and their thoughts on what the CPT plan should be for them. The options discussed were to discontinue services at the end of 2024. The other option is to continue with ND but to not add anymore counties. They felt with this option that there should be a meeting with the counties and inform them that CPT would not be investing time into enhancements but to just maintain the current programs.
- The committee is recommending CPT hire a Software Developer to replace the one staff who will be retiring at the end of this year. There are up to two current development staff who may be willing to learn RPG. The new person would work on the new development as they would already know the program language.
- The committee discussed the potential of Gwen coming back. Bob, Mike and Joel will work to set up a meeting with her to determine her interest and discuss our expectations.
- The committee was updated on the CLA security assessment. The assessment shows we have a lot of policies and procedures to put in place. CLA recommended we look at Tandem to help with the policies. The quote from Tandem was \$895 with an annual renew and a one-time set up cost of \$350. Joel will have a more information after we get the final reports from CLA.
- The committee is recommending the board approve the following policies:
 - Accident Incident Investigation
 - o Data Practices Policy Requests for Data about You
 - Employee Right to Know
 - Employee Safety (AWAIR)
- The committee reviewed the organizational chart with no suggestions for changes.
- The committee was updated on progress reviews.
- The committee will meet again on May 9th at 2pm via Zoom.



ACCIDENT/INCIDENT INVESTIGATION POLICY AND GUIDELINES

Effective Date:

Revision Date:

Authority: Counties Providing Technology (CPT) Joint Powers Board

I. <u>PURPOSE</u>

- A. The accident investigation process is not to "fix blame" but to assure minimal injuries, collect recent data, and determine what corrective action must be taken to prevent similar accidents. The purposes of investigation are:
 - 1. Determine the causes of the accident.
 - 2. Identify and eliminate a hazard.
 - 3. Discover a deviation from standard procedure.
 - 4. Make a recommendation to correct hazards and causes.
 - 5. Provide technical assistance where it is needed.
- B. The purpose of this procedure is to determine the cause(s) and identify the actions to be taken to control losses.

II. <u>APPLICATION</u>

- A. This procedure is applicable to those accidents that result in injury, loss of life, loss of property, or claims of general liability.
- B. The basic steps of this procedure that pertain to the investigation of the cause of the accident should also be practiced for those accidents which result in less serious injuries and/or damage to property.

III. RESPONSIBILITIES (For every accident to be investigated, every accident must be reported.)

- A. Executive Director:
 - 1. Insure that accident investigation training is complete for new employees, and reviewed regularly by all employees;
 - 2. Conduct refresher training for all staff on Accident Investigation annually;
 - 3. Partake in the accident investigation process;
 - 4. Review the investigation form of other accidents;
 - 5. Implement the corrective action of all accidents;
 - 6. Insure that corrective action is completed in a timely fashion;
 - 7. Follow-up on corrective action when appropriate or when required by the accident investigation process (See Accident Investigation Forms).
 - 8. Take part in review of all major injuries and losses;
 - 9. Assist and/or advise as to the corrective action;
 - 10. Partake in the follow up of the corrective action when necessary:
 - 11. Monitor implementation of corrective action.

- 12. Insure that new employees are trained on their accident investigation responsibilities. This should include responsibilities involving all accidents no matter how small, and should include the "near miss incidents;"
- 13. Investigate accidents of employees reporting to them;
- 14. Insure that corrective action is completed in a timely fashion and follow up when necessary.
- B. Employee:
 - 1. Report accidents to Executive Director as soon as possible;
 - 2. Participate in the accident investigation process;
 - 3. Adhere to changes that may be the outcome of the accident investigation process in the form of corrective action.

IV. **DEFINITIONS**

- A. Accident:
 - 1. An unplanned, undesired event, not necessarily resulting in an injury, but resulting in damage to property and /or interruption of the activity in progress. (National Safety Council)
- B. Accident Investigation:
 - 2. An accident investigation is basically the Executive Director's analysis and account of an accident based on factual information gathered by a thorough and conscientious examination of all factors involved. It is not a mere repetition of the employee's explanation of the accident. True accident investigation includes the objective evaluation of all facts, opinions, statements, and related information, including definite action steps to be taken to prevent a recurrence.
- C. Classifications of accidents:
 - 1. **Lost Time Cases:** are those that result in lost workdays. That is, the employee could not perform all or any part of his normal assignment during all or any part of the workday or shift, because of the occupational injury or illness. Cases without lost workdays which result in transfer to another job or termination of employment, or involve loss of consciousness or restriction of work or motion are included in this classification.
 - 2. **Doctor's Care**: includes treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by physician or registered professional personnel.
 - 3. *First Aid Only:* is any one-time treatment, and any follow-up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care. Such one-time treatment, and follow-up visits for the purpose of observation, are considered first aid only, even though provided by physician or registered professional personnel.
 - 4. **The Near Miss**: is a category of accident or incident which did not result in bodily injury to an employee or non-employee, or property loss to the employer but had a potential of severe injury, fatality, major property loss or major liability claim.

- D. Accident Investigators:
 - 1. **Lost Time:** This classification of accident should be investigated by the Executive Director. Corrective action should be identified and implemented as soon as possible. The Executive Director should immediately review the report.
 - 2. **Doctor's Care:** This type of injury should be investigated by the Executive Director who should immediately complete and review the report.
 - 3. *First Aid Only:* A First Aid Log should be completed and kept by the Executive Director, reviewed at least quarterly.
 - 4. **Near Miss:** Near miss reports should be completed by the Executive Director of the employees involved, or the individual responsible for the property involved, following the procedure described in A through C above.

V. CONDUCTING THE INVESTIGATION

- A. The nature and severity of the injury or accident will determine what information is to be gathered and the routing of the completed investigation report. In the case of injury to employees, the Accident Investigation Form and process should be completed by the Executive Director.
- B. All appropriate forms such as the OSHA-300 Log, OSHA-301 or equivalent, and internal accident investigation forms should be completed as soon as possible, because the reliability of information declines quickly after the accident. The only situations which should be permitted to delay the investigation are when medical treatment is needed or when the worker is emotionally upset. As soon as the physical situation has been stabilized and any injured persons have been cared for, you should begin the investigation at the accident scene. The accident investigation report should be completed within 24 hours. Reports for near misses should be completed within 48 hours.
- C. Using attached form, conduct a thorough investigation by completing these four steps:
 - 1. Gather all related information;
 - 2. Analyze the information;
 - 3. Determine what corrective action must be taken to prevent a future accident; and
 - 4. Take corrective action.
- D. The first step in the investigation process is to gather all of the information you need to answer these questions. Who was involved? What happened? Where did it happen? When did it happen? At this point don't try to answer WHY the accident occurred. If you conclude WHY before you have gathered all of the available information, you may not learn about less obvious, yet vital, facts which could prove important in determining what corrective action must be taken.
 - 1. You may encounter employees or witnesses who are reluctant to talk about what happened because they fear being reprimanded, fear placing the blame on a fellow worker, or fear getting involved in an investigation. In spite of their reluctance and fears, you still must get the relevant information.
 - 2. Studying the Accident Scene. When conducting the investigation, you can learn much by studying the accident scene. Damaged equipment may show signs of wear. Marks on

damaged materials may indicate that a particular job was done without proper concern for prescribed procedures. Studying the environment may indicate that lighting, air ventilation or other conditions were at least partially responsible for the accident.

- E. Analyze the Information. One of the hardest parts of accident investigation is determining the "true" cause. Two accident causes can be identified as immediate and basic.
 - 1. The immediate cause is usually the most apparent and the "closest" to the accident. An example of an immediate cause might be the electrical extension cord which tripped a worker. Identifying only the immediate cause of an accident is the most common failure of accident investigations.
 - 2. By "back tracking" from the immediate cause of the accident, you might find the basic or fundamental cause. This is the "real" or "actual" cause of an accident and is not nearly so easy to pinpoint as an immediate cause. In the example of the extension cord, for instance, your "back tracking" might reveal:
 - a. The cord was across the walkway because it was not connected to its regular outlet.
 - b. It was not connected to the regular outlet because that outlet was broken.
 - c. The regular outlet was broken because it was struck by material being unloaded from a truck.
 - d. It was installed on the face of an I-beam column.
 - 3. "Back tracking" reveals the basic or real cause of the accident and allows it to be corrected by moving the outlet to a protected location between the sides of the column. There could have been other contributing factors in this example, such as the mental distraction of the worker who tripped because he was reading a work order as he walked. These should also be included in the investigation and properly dealt with.
- F. Determine the Corrective Action
 - 1. The Written Report
 - a. An accident investigation report is just what its name implies, the report of an accident investigation. The form is completed as a record of the accident investigation.
 - b. Report forms will ask:
 - *i.* Who had the accident?
 - *ii.* When did it happen?
 - *iii.* Where did it happen?
 - iv. What is the occupation of the person involved?
 - v. What inflicted the injury or damage?
 - vi. Who had the most control of what inflicted the injury or damage?
 - vii. What happened?
 - viii. What things caused the accident?
 - ix. How can the accident be kept from happening again?
 - 3. An area to pay close attention to is the corrective action section. If all of the facts are determined to be good, then the corrections often suggest themselves. Accurate information yields good decisions. Distinguish between intermediate action and permanent action.

- a. Intermediate measures are ones that can be taken immediately to reduce the hazard. These "stop-gap" measures are usually ones which can be taken by the first-line supervisor. They are extremely important because they not only reduce the hazard potential immediately, but also have a pronounced effect on employee morale. Some type of intermediate action can usually be taken for every unsafe condition. They are prime evidence of a conscientious supervisor.
- b. Permanent actions are those taken to correct accident causes permanently. They may require more time to accomplish and may require the action of higher management. The supervisor must be sure to follow up on these permanent measures to be sure they are done.
- 4. Be sure to describe the actions already taken when writing your report. Give dates and times for other actions to be completed. Do not spoil an accurate, conscientious investigation and report with a weak, generalized prevention measure such as "warned the employee to be more careful," or "told the employee to watch what they are doing in the future." This destroys the effectiveness of the best written report.
- G. Take Corrective Action
 - 1. Corrective action is identified in numerous places in the accident investigation process. This corrective action should be identified by the individual completing the accident investigation. In the cases where the Executive Director is needed to make corrective action, the Accident Investigation Form when completed, should be routed to that individual.
 - 2. Corrective actions can be, but are not limited to, training or retraining of employees, establishing new operating procedures, correcting or changing existing operating procedures, repair of equipment, the purchase and implementation of personal protective equipment and many other types of activities.
 - 3. When developing a corrective action process, it would be appropriate that this process be done in a step by step fashion and the Accident/Incident Investigation Report be used in this development process. Items to be considered in the corrective action process should be, what is going to be corrected, how it is going to be corrected, who is going to correct this and by when is this corrective action expected to be completed.
 - 4. Following the implementation of the corrective action process, at some time in the future, i.e. 6 or 12 months, the corrective action should be reviewed to ensure that it is accomplishing the desired result.



DATA PRACTICES POLICY

Request for Data about You and Your Rights as a Data Subject

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

EFFECTIVE DATE: REVISION DATE: AUTHORITY: Counties Providing Technology Joint Powers Board

I. WHAT IS A "DATA SUBJECT?"

A. When government has information recorded in any form (paper, hard drive, voicemail, video, email, etc.), that information is called "government data" under the Government Data Practices Act (Minnesota Statutes, Chapter 13). When we can identify you in government data, you are the "data subject" of that data. The Data Practices Act gives you, as a data subject, certain rights. This policy explains your rights as a data subject, and tells you how to request data about you.

II. WHEN CPT HAS DATA ABOUT YOU

- A. Counties Providing Technology (CPT) has data on many people, such as clients, employees, vendors, job applicants, etc. We can collect and keep data about you only when we have a legal purpose to have the data. CPT must also keep all government data in a way that makes it easy for you to access data about you.
- B. Government data about an individual have one of three "classifications." These classifications determine who is legally allowed to see the data. Data about you are classified by state law as public, private, or confidential. Here are some examples:
 - 1. Public Data
 - a. The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data.
 - 2. Private Data
 - a. We cannot give private data to the general public. We can share your private data with you, with someone who has your permission, with our government entity staff whose job requires or permits them to see the data, and with others as permitted by law or court order.
 - 3. Confidential Data
 - a. Confidential data have the most protection. Neither the public nor you can access confidential data even when the confidential data are about you. We can share confidential data about you with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. The following is an example of confidential data about you: medical or psychological information, names of reporters, adoption records, chemical dependency records, all information related to the IRS, etc.

III. YOUR RIGHTS UNDER THE GOVERNMENT DATA PRACTICES ACT

- A. As a data subject, you have the following rights.
 - 1. Access to Your Data
 - a. You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.
 - b. Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.
- B. When We Collect Data From You
 - 1. When we ask you to provide data about yourself that are not public, we must give you a notice called a Tennessen warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.
 - 2. We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you may use the consent form we provide.
- C. Protecting Your Data
 - 1. The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.
 - 2. In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.
- D. When Your Data are Inaccurate or Incomplete
 - 1. You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

IV. HOW TO MAKE A REQUEST FOR YOUR DATA

- A. You can ask to look at (inspect) data at our offices, or ask for copies of data that we have about you, your minor child, or an individual for whom you have been appointed legal guardian. You must make your request in writing and can send it to the Responsible Authority or Designee by mail or email.
- B. If you do not choose to use the data request form, your request should:
 - 1. Say that you are making a request as a data subject, for data about you, under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
 - 2. Include whether you would like to inspect the data, have copies of the data, or both.
 - 3. Provide a clear description of the data you would like to inspect or have copied.
 - 4. Provide proof that you are the data subject or data subject's parent/legal guardian.

C. We require proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a legal guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity on page 5. If you do not provide proof that you are the data subject, we cannot respond to your request.

V. HOW WE RESPOND TO A DATA REQUEST

- A. Upon receiving your request, we will review it.
 - 1. We may ask you to clarify what data you are requesting.
 - 2. We will ask you to confirm your identity as the data subject. If we do not have the data, we will notify you in writing within 10 business days.
 - 3. If we have the data, but the data are confidential or not public data about someone else, we will notify you within 10 business days and identify the law that prevents us from providing the data.
 - 4. If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days by doing one of the following:
 - a. Arrange a date, time, and place to inspect data in our offices, for free, or
 - b. Provide you with the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format
 - c. After we have provided you with your requested data, we do not have to show you the same data again for 6 months unless there is a dispute about the data or we collect or create new data about you.
 - 5. If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.
 - 6. The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.
 - 7. In addition, we are not required to respond to questions that are not about your data requests, or that are not requests for government data.

VI. DATA PRACTICES CONTACTS

A. Responsible Authority

Name: Joel Flaten, Executive Director Address: 509 Atlantic Avenue, Morris, MN 56267 320-208-1511 joel.flaten@cptmn.us B. Data Practices Compliance

Name: Joel Flaten, Executive Director Address: 509 Atlantic Avenue, Morris, MN 56267 320-208-1511 joel.flaten@cptmn.us

VII. <u>COPY COSTS – DATA SUBJECTS</u>

A. Minnesota Statutes, section 13.04, subdivision 3 allows us to charge for copies. You must pay for the copies before we will give them to you. We will not charge for copies if the cost is less than \$10.00.

VIII. ACTUAL COST OF MAKING THE COPIES

- A. We will charge the actual cost of making copies for data about you. In determining the actual cost, we include the employee-time to create and send the copies, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs such as postage (if any).
- B. If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.
- C. The cost of employee time to make copies is \$_____ per hour.

IX. STANDARD FOR VERIFYING IDENTITY

- A. The following constitute proof of identity:
 - 1. An adult individual must provide a valid photo ID, such as
 - a. a driver's license
 - b. a state-issued ID
 - c. a tribal ID
 - d. a military ID
 - e. a passport
 - f. the foreign equivalent of any of the above
 - 2. A minor individual must provide a valid photo ID, such as
 - a. a driver's license
 - b. a state-issued ID (including a school/student ID)
 - c. a tribal ID
 - d. a military ID
 - e. a passport
 - f. the foreign equivalent of any of the above
 - 3. The parent or guardian of a minor must provide a valid photo ID and either
 - a. a certified copy of the minor's birth certificate or
 - b. a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - i. a court order relating to divorce, separation, custody, foster care

- ii. a foster care contract
- iii. an affidavit of parentage
- 4. The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - a. court order(s)
 - b. valid power of attorney

Note: Individuals who do not inspect data or pick up copies of data in person may be required to provide either notarized or certified copies of the documents that are required or an affidavit of ID.



EMPLOYEE RIGHT TO KNOW PROGRAM

EFFECTIVE DATE: REVISION DATE: AUTHORITY: Counties Providing Technology Joint Powers Board

- I. <u>POLICY</u>
 - A. Counties Providing Technology (CPT) will comply with State and Federal Regulations by developing and implementing a written Employee Right-to-Know Program for hazardous substances, harmful physical agents and infectious agents that are present in the workplace.
- II. <u>PURPOSE</u>
 - A. The policy will ensure that employees are aware of the dangers associated with hazardous substances, harmful physical agents, or infectious agents they may be exposed to in the workplace due to the nature of their job duties.

III. TRAINING

- A. Every employee, or individual authorized by written agreement to receive their educational experience in CPT, or who works with or is routinely exposed to hazardous substances, harmful physical agents, or infectious agents as part of their job responsibilities must receive the Employee Right-to-Know training.
- B. The training will be made available by, and at the cost, of the employer.
- C. The training will be provided in English or a language understood by employees.
- D. The training will occur before an employee's initial assignment to a workplace where they may be routinely exposed to a hazardous substance, harmful physical agent, or infectious agent.
- E. The training will occur before any new or additional hazardous substance or agent is introduced into the workplace to which the employee may be routinely exposed.
- F. The training will be conducted annually.
- G. CPT will maintain the training records for three years.
- H. The training records will include the dates the training was conducted; the name, title, and qualifications of the person who conducted the training; the names and job titles of employees who completed the training; and a brief summary or outline of the information that was included in the training session.
- I. CPT will provide training for employees exposed to infectious agents including blood that adheres to the Occupational Exposure to Blood Borne Pathogens standard, 29 CFR 1019.1030.

Refer to the Infection Control Program document in the Safety Program Manual at each host county location.

IV. <u>LABELING</u>

- A. CPT will label all containers containing infectious waste including blood with the biohazard symbol according to the OSHA standard and the Minnesota Infectious Waste Act.
- B. CPT will place labels on containers that are not original but contain hazardous substances. The label will include the name of the hazardous substance and the appropriate hazard warning: fire and explosion hazard data, reactivity data, and health hazard data and control measures.

V. <u>INVENTORY</u>

- A. An inventory list of all hazardous substances used by CPT will be made available to staff.
- B. The list will be updated as new substances are added and removed from the list, as they are no longer used.

VI. MATERIAL SAFETY DATA SHEETS

- A. CPT will request Material Safety Data Sheets (MSDS) from the chemical manufacturer or distributor of all hazardous substances identified in the inventory at the host counties we are staffed in.
- B. CPT will routinely request MSDS each time a new substance is ordered if it is not already in the MSDS manual at each host county.
- C. The MSDS will be removed for substances that are no longer used or available in the CPT building.
- D. CPT will ensure the MSDS be in English or a language understood by employees; must be current, accurate, and all sections of the MSDS are complete and must include the following information:
 - 1. Manufacturer's Identity
 - 2. Hazardous Ingredients/Identity Information
 - 3. Physical and Chemical Characteristics
 - 4. Fire and Explosion Hazard Data
 - 5. Reactivity Data
 - 6. Health Hazard Data
 - 7. Precautions for Safe Handling Use
 - 8. Control Measures



EMPLOYEE SAFETY (AWAIR) POLICY

EFFECTIVE DATE: REVISION DATE: AUTHORITY: Counties Providing Technology Joint Powers Board

I. <u>POLICY</u>

- A. Counties Providing Technology (CPT) realizes that it has the responsibility to provide safe work places for its employees and safe environments for its clients. Each employee must pursue the highest standards in his/her assigned activities, all employees must recognize that the well-being of persons involved and the protection of our physical resources are as important as the activity and work being performed. The agency expects its management and employees to respond to all planned safety efforts and to perform their assigned jobs in the safest manner possible.
- B. Definition: A Workplace Accident and Injury Reduction Act (AWAIR) legislation provides for the establishment of a written work place accident and injury reduction program that promotes safe and healthy working conditions.

II. <u>PURPOSE</u>

- A. To identify the duties and responsibilities of CPT employees related to safety policies.
- B. To detect and correct circumstances, situations, activities and events through continued awareness and regular inspections.
- C. To detect, advise, and correct unsafe individual actions, techniques, and procedures through training and supervision.
- D. To determine how policies and procedures need to be changed or revised through analysis and evaluation of every accident or incident resulting in personal injury and loss, property damage and loss, and near miss situations.
- E. To ensure control and awareness of unsafe acts and circumstances by investigating every report of accident or incident and determining corrective action.
- F. To ensure long-term improvement in the work environment by identifying, recording and documenting actions taken to eliminate any hazardous working conditions.
- G. To develop a program of safety that will include safety rules, procedures, and training. The program will be reviewed and updated annually.

III. <u>RESPONSIBILITIES</u>

- A. The Counties Providing Technology Joint Powers Board has the overall responsibility for the direction of Counties Providing Technology and for the establishment of the safety program policy.
- B. Safety Committee
 - 1. The Safety Committee consists of Executive Director, Development Director, and Leads.
 - 2. The committee will have regularly scheduled meetings at least twice a year.
 - 3. The Executive Director will set up meetings and agendas, and will preside over Safety Committee meetings.
 - 4. Minutes of the Safety Committee meetings are recorded. Minutes will be retained for three years in agency files. Copies of the minutes will be made available to all CPT employees.
 - 5. The committee evaluates activities and processes to identify and analyze work environment hazards and from personal inspection of the work environment. The Safety Committee will take such measures as are appropriate to neutralize every identified hazard as quickly and effectively as possible.
 - 6. The Executive Director coordinates communication and training of the agency Safety Program to all employees.
 - 7. The committee coordinates the review process of the agency safety program Policies and Procedures according to guidelines.
 - 8. The committee promotes accident prevention efforts.
 - 9. The committee reviews accident reports to determine means of prevention and recommends improvements.
- C. Executive Director Safety Coordinator
 - 1. Will be responsible for maintaining the Safety Program records as follows:
 - a. The OSHA 300 log per OSHA guidelines
 - b. Posting the OSHA 300 log per OSHA guidelines
 - c. Records and maintains dates of training, list of employees attending training, and contents of the training for three years.
 - 2. In conjunction with the safety committee members, using Job Safety analysis results and other information as appropriate, will plan, implement and evaluate employee training and injury prevention activities.
 - 3. Obtain and maintain Incident Reports and First Report of Injury.
 - A. Report all incidents, injuries and accidents to the Safety Committee for the analysis of patterns, trends and causes.
 - 4. Assume the responsibility of having awareness of current OSHA, State and Federal Regulations regarding safety issues pertinent to the agency.
- D. Executive Director
 - 1. The Executive Director is responsible for implementing methods to identify, analyze, and control new or existing hazards, conditions, and operations to all affected employees so that they are informed of work-related hazards and controls; for accident

investigation and the implementation of corrective action; for cooperation in an annual review of the injury reduction program; and for the enforcement of safe work practices and rules.

- E. Employees
 - 1. Each employee of Counties Providing Technology will be responsible for their own personal safety and for the safe completion of assigned tasks. They shall be required to participate in all safety training and orientation relative to their job, and to assist in the overall safety effort by contributing their expertise. Employees must report all injuries as soon as possible to the Executive Director. Except for severe infractions, any employee in violation of established safety standards shall be subject to disciplinary action.

IV. SAFETY TRAING

- A. New employees will be informed of their job responsibilities during their orientation. The training will be documented and maintained in agency training records. A new employee checklist, including safety information, will be completed for each new employee with the employee signature and maintained in the agency personnel files.
- B. The supervisor will ensure that each individual employee is suitably instructed and knowledgeable in the use of job specific safety issues.
- C. Copies of applicable safety information will be made available to all employees.
- D. The agency will conduct employee trainings and provide information as mandated by OSHA, recommended by the safety committee, and per agency policy. Right to Know, Infection Control, and Blood borne Pathogen training will be provided annually.

V. <u>HAZARD IDENTIFICATION</u>

- A. Employees are encouraged to submit pertinent safety recommendations or concerns to the Executive Director.
- B. The Executive Director will investigate hazards reported by the employee.
- C. A job hazard analysis may also be conducted as needed by the Executive Director.

VI. ACCIDENT/INCIDENT INVESIGATION

- A. All accidents/incidents are to be reported immediately to the Executive Director.
- B. The Executive Director will be responsible for conducting the accident/incident investigation.
- C. The investigation will be conducted as promptly as possible, because the reliability of information declines quickly after the accident.

VII. WORK RULE ENFORCMENT AND DISCIPLINE

- A. Agency Safety Program Policies and Procedures will be made available to all employees.
- B. All employees will follow these general safety rules:
 - 1. The employee is expected to comply with OSHA regulations, the rules set forth in this policy, department safety rules, and specific job training.
 - 2. The employee is expected to work according to good safety practices as posted, instructed, and discussed.
 - 3. Employees will report all accidents/incidents to the Executive Director immediately whether injured or not to help correct problems.
 - 4. Employees will report any unsafe act or condition to the Executive Director. The employee's support for the safety program helps protect everyone from injury.
 - 5. Employees will inspect materials and equipment and work areas before use. Report unsafe conditions to the Executive Director.
 - 6. The employee will use and care for personal protective equipment required for the employee's job.
 - 7. Employees will practice good housekeeping at all times.
 - 8. Employees may not smoke on CPT property.
 - 9. All agency employees will be good examples of proper safety practices.
- C. Failure to comply with the safety policies and standards will be considered a safety violation. Disciplinary actions may occur as determined by the Executive Director and CPT personnel policies.

COUNTIES PROVIDING TECHNOLOGY SOFTWARE DEVELOPER

Counties Providing Technology (CPT), located in Morris, Minnesota, is a joint powers entity made up of multiple Minnesota counties. CPT provides customized programming, telephone support, management for information systems and consulting for hardware and software for public entities.

GENERAL OVERVIEW OF POSITION

The Software Developer develops and implements programs related to county tax, financials, and other special county programs. This position will be responsible for complex product design, systems analysis, and programming activities which may require research, bug verification and resolution, release testing, documentation and beta support for assigned products.

WAGE RANGE

\$56,491.50 - \$61,737.00 depending upon qualifications

BENEFITS

Monthly employer paid health and other benefits up to a maximum of \$900. Public Employee Retirement Account (PERA) with monthly employer contributions. Paid vacation and sick leave along with 10.5 paid Holidays. Voluntary benefits offered include dental, vision, life, critical illness, accident, hospital and disability.

REQUIREMENTS

Bachelor of Computer Science or equivalent combination of experience and education.

JOB KNOWLEDGE & SKILLS: Strong communicator, verbally and in writing, solid computer skills, strong MS Office skills, good organizational skills, self-motivated, independent thinker, problem solver, Java and JavaScript, and full stack development.

- Knowledge with Java, Javascript, SQL, databases, Angular framework, git version control, or RPGLE.;
- Ability to provide data management and analysis for studies and maintain assigned projects;
- Ability to use data sources to identify programmatic needs;
- Assist with program assessments ensuring programmatic goals are well documented;
- Perform data validation and quality control checks to ensure adherence to protocols;
- Strong analytic skills;
- Experience in creating and tracking of program progress and schedules, including deliverables;
- Must be able to formulate strategic direction with the overall goal of the organization;
- Must be able to administer operating rules and procedures under management guidance;

- Must be able to meet deadlines and work under pressure;
- Must have strong communication skills;
- Must be able to solve widely varied complex problems using analytical ability and inductive thinking in adapting policies, procedures and methods to fit complex situations.

EMPLOYMENT VARIABLES

Non-union, exempt position. The typical schedule is 37.5 hours per week. Additional hours may be required but vary based upon work load demands. Hybrid option available after probationary period.

TO APPLY: For more information or to apply go to visiting http://www.cptmn.us under Employment Opportunities by ______, 2023.

ADA accommodations available. CPT is an Equal Opportunity Employer.