
**JOINT POWERS BOARD
COUNTIES PROVIDING TECHNOLOGY**

**Monday, May 22, 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 4/24/2023 Meeting

- 10:10 am Financial Reporting – Mike Koehler and Joel Flaten
 - Auditor Financial Report – Nick and Sheanne with Baker Tilly
 - Review of Revenue and Expenditures
 - April 2023 Financial for Approval
 - Warrants for Review and Approval
 - Monthly Deposit Report

- 10:20 am Executive Director Update – Joel Flaten
 - Executive Director Report

- 10:35 am Executive Committee Update – Chair Kopitzke
 - ND Update
 - Approve extension to 7/31/25 for ending services in ND
 - Approve ND Professional Service Agreement and Pricing
 - Approve Change to Systems Pricing
 - Approve Hosting Agreement
 - Approve Arvig Bid for Door Security and Cameras

- 10:55 am Personnel Committee Update – Larry Lindor
 - Approve hiring of Gwen Gillespie as a Software Developer 2 per the Personnel Committee recommendation
 - Software Developer Update
 - Approve Intellectual Property Policy

- 11:10 am Software Committee Update – Janel Timm

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- Cash Drawer Update
 - 11:20 am Other Business –
 - 11:25 am Upcoming Meetings:
 - Executive Committee June 26th at 10:00 am via Zoom
 - July 24th, 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 Abbe: Steele County Board Room, 630 Florence Ave., Owatonna, MN

Join Zoom Meeting:

<https://us02web.zoom.us/j/81282833753?pwd=RTNhVTRheVI0aXBia1E1RnhzajhYUT09>

Meeting ID: 812 8283 3753

Passcode: 493779

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

**COUNTIES PROVIDING TECHNOLOGY
JOINT POWERS BOARD
Monday, April 24, 2023
10:00 a.m.**

The special meeting of the Counties Providing Technology (CPT) Joint Powers Board (JPB) was called to order at 10:00 a.m., Monday, April 24, 2023, by Chair Kopitzke. In attendance from member counties were:

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

Others present: Joel Flaten, Mike Koehler, Janel Timm, Vicki Knobloch Kletscher, Michelle Knutson, Heidi Roiland and Commissioner Andries

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

Commissioner Kramer moved to approve minutes for the March 27, 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 March 2023 Financial Report, seconded by Commissioner Lindor. 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 March 23, 2023 through April 13, 2023, seconded by Commissioner Ahmann. A roll call was taken and all members voted aye, motion carried. Joel Flaten reviewed the monthly deposit reports. He had talked with Stephanie Buss and was wondering if the board would like to move some of the money from the Money Market account to higher yielding funds. Commissioner Meyer moved to transfer \$500,000 from the money market account to higher yielding funds with a maturity up to one year, seconded by Commissioner Antony. A roll call was taken and all members voted aye, motion carried.

Joel Flaten provided the Executive Director's update.

Chair Kopitzke gave the Executive Committee update. Commissioner Weyer moved to approve the Professional Service Agreement as presented, seconded by Commissioner Lindor. A roll call was taken and all members voted aye, motion carried. Joel Flaten discussed the hosting agreement and the plan is to have it completed for the board to approve in May.

The board continued the discussion on what to do with North Dakota. Commissioner Paul Johnson moved to take from the table the motion from the last meeting in regards to North Dakota counties doing business with CPT, seconded by Commissioner Meyer. A roll call was taken and all members voted aye on taking from the table. Motion carried. Commissioner Holmen moved to amend the previous tabled motion by adding with an end date of 12/31/2024, seconded by Commissioner Kramer. A roll call was taken and all members voted aye, motion carried. (Commissioner Abbe left the meeting.) After further discussion, Chair Kopitzke called for a vote on the amended motion which now read; CPT will develop a plan to thoughtfully exit from providing services to North Dakota with an end date of 12/31/2024. A roll call was taken with Commissioners Holmen, Troy Johnson, Imdieke, Graupmann, Paul Johnson, Metz, Hollingsworth, Lindor, Kopitzke, Pederson, and Weyer voting aye and Commissioners Meyer, Drietz, Ahmann, Miller, Pederson, Neumann, Olson, Larson and Antony voting nay. Motion carried.

The board discussed the Letters of Interest to purchase CPT. Commissioner Lindor moved to inform the interested party that CPT is not interested in selling, seconded by Commissioner Troy Johnson. A roll call was taken with Commissioners Holmen, Meyer, Troy Johnson, Imdieke, Drietz, Graupmann, Ahmann, Miller, Paul Johnson, Metz, Hollingsworth, Lindor, Kopitzke, Pederson, Neumann, Olson, Weyer and Antony voting aye and Commissioners Kramer and Larson voting nay. Motion carried.

Personnel Committee Chair Lindor gave the update. (Commissioner Troy Johnson left the meeting.) Commissioner Antony moved to approve the following policies: Accident Incident Investigation, Data Practices Policy Request for Data, Employee Right to Know, Employee Safety (AWAIR), seconded by Commissioner Meyer. A roll call was taken and all members voted aye, motion carried. (Commissioner Hollingsworth left the meeting.) The Personnel Committee recommended the hiring of a Software Developer. Commissioner Neumann moved to approve the hiring of two qualified Software Developers, seconded by Commissioner Larson. A roll call was taken and all members voted aye, motion carried.

The next meeting will be May 22nd, 2023 at 10:00 a.m. Hearing no further business Chair Kopitzke called for adjournment at 11:37 a.m.

Chair – Bob Kopitzke

Clerk – Joel Flaten

**** Counties Providing Technology ****



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2023

66 FUND Counties Providing Technology

Report Basis: Cash

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>33% % of BDG</u>
3 DEPT Counties Providing Technology					
----- REVENUES -----					
66-003-000-0000-5501	Charges For Services-MN	165,443.00-	741,035.90-	2,137,740.00-	35
66-003-000-0000-5502	Hosting Fees - MN	18,100.00-	81,002.00-	217,800.00-	37
66-003-000-0000-5512	Charges For Services - ND	16,560.00-	73,972.00-	203,040.00-	36
66-003-000-0000-5513	Hosting Fees - ND	3,500.00-	12,500.00-	42,000.00-	30
66-003-000-0000-5701	Investment/Interest Earnings	2,302.21-	7,316.34-	800.00-	915
66-003-000-0000-5702	Unrealized Gain/Loss Investments	0.00	418.50	0.00	0
66-003-000-0000-5802	Misc. Revenue	24,965.00-	35,215.00-	120,000.00-	29
66-003-000-0000-5992	Dental/Disability Insurance	12,725.47-	57,005.87-	155,000.00-	37
----- EXPENDITURES -----					
66-003-000-0000-6101	Regular Salaries	111,036.60	445,592.22	1,459,107.00	31
66-003-000-0000-6106	Per Diem	3,090.17	8,130.17	38,800.00	21
66-003-000-0000-6110	CPT Contribution	16,200.00	64,800.00	194,400.00	33
66-003-000-0000-6160	Employer PERA	8,327.73	32,893.76	109,433.00	30
66-003-000-0000-6170	Employer FICA	6,813.63	26,909.65	90,465.00	30
66-003-000-0000-6180	Employer Medicare	1,593.51	6,293.37	21,157.00	30
66-003-000-0000-6190	Workman's Comp Insurance	0.00	0.00	2,000.00	0
66-003-000-0000-6210	Telephone	2,000.00	6,000.00	26,000.00	23
66-003-000-0000-6215	Postage	67.68	208.88	1,000.00	21
66-003-000-0000-6244	Printing/Publishing & Advertising	0.00	0.00	5,000.00	0
66-003-000-0000-6245	Dues, Subscriptions and Books	209.09	257.15	4,000.00	6
66-003-000-0000-6251	Utilities	5,061.76	9,025.97	24,000.00	38
66-003-000-0000-6261	Professional Fees for Services	27,278.41	84,863.47	162,100.00	52
66-003-000-0000-6271	Professional Cleaning	500.00	2,140.00	10,600.00	20
66-003-000-0000-6331	Training/Registration	53.33	2,160.49	17,000.00	13
66-003-000-0000-6337	Lodging/Meals	29.77	2,218.76	8,000.00	28
66-003-000-0000-6338	Mileage	1,741.70	6,147.23	34,500.00	18
66-003-000-0000-6401	Office Supplies	370.66	1,571.27	7,000.00	22
66-003-000-0000-6402	Software/Licenses	742.52	42,855.00	110,000.00	39
66-003-000-0000-6481	Small Equipment	1,205.80	3,149.52	30,000.00	10
66-003-000-0000-6482	Electronic Supplies	334.41	784.26	10,000.00	8
66-003-000-0000-6605	Building Acquisition	0.00	250,000.00	260,000.00	96
66-003-000-0000-6606	Building Improvements	0.00	0.00	50,000.00	0
66-003-000-0000-6815	Misc Expense	0.00	325.43	400.00	81
66-003-000-0000-6871	Insurance	11,387.71	70,021.70	180,000.00	39

**** Counties Providing Technology ****



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2023

Report Basis: Cash

66 FUND

Counties Providing Technology

Percent of Year 33%

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of BDG</u>
3 DEPT	Totals Counties Providing Technology	Revenue 243,595.68-	1,007,628.61-	2,876,380.00-	35
		Expend. 198,044.48	1,066,348.30	2,854,962.00	37
		Net 45,551.20-	58,719.69	21,418.00-	274-
66 FUND	Totals Counties Providing Technology	Revenue 243,595.68-	1,007,628.61-	2,876,380.00-	35
		Expend. 198,044.48	1,066,348.30	2,854,962.00	37
		Net 45,551.20-	58,719.69	21,418.00-	274-
FINAL TOTALS	33 Accounts	Revenue 243,595.68-	1,007,628.61-	2,876,380.00-	35
		Expend. 198,044.48	1,066,348.30	2,854,962.00	37
		Net 45,551.20-	58,719.69	21,418.00-	274-

**** Counties Providing Technology ****



midstate
5/10/23

1:00PM

TREASURER'S CASH TRIAL BALANCE

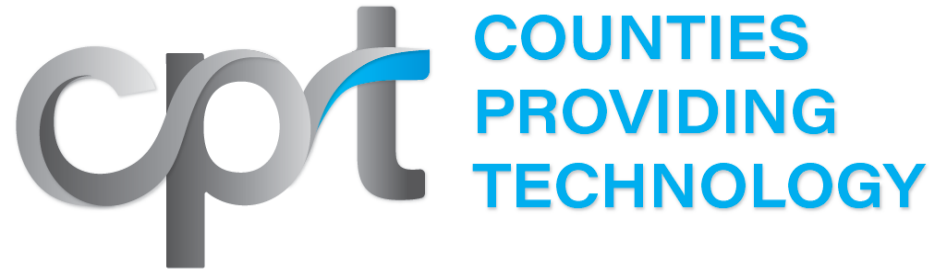
As of 04/2023

Page 2

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
66 Counties Providing Technology	2,447,452.78			
Receipts		243,595.68	1,008,762.11	
Disbursements		54,073.01-	492,174.30-	
Payroll		143,971.47-	574,889.00-	
Journal Entries		0.00	418.50-	
Fund Total		45,551.20	58,719.69-	2,388,733.09
All Funds	2,447,452.78			
Receipts		243,595.68	1,008,762.11	
Disbursements		54,073.01-	492,174.30-	
Payroll		143,971.47-	574,889.00-	
Journal Entries		0.00	418.50-	
Total		45,551.20	58,719.69-	2,388,733.09

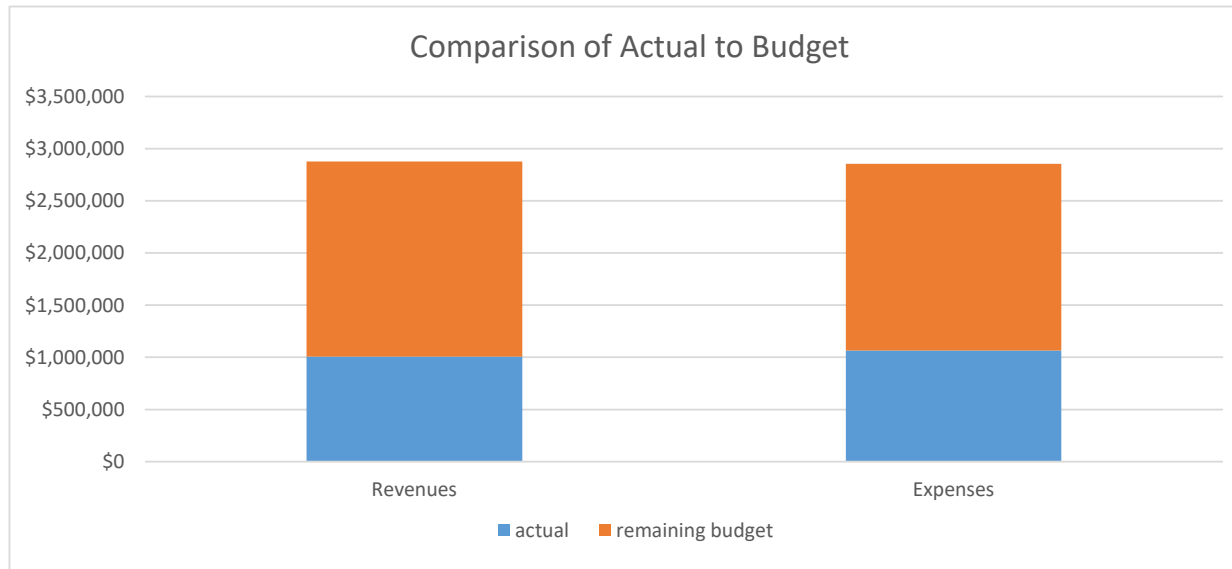
Budget to Actual Comparison

Through February 2023



Percent of year completed **33%**

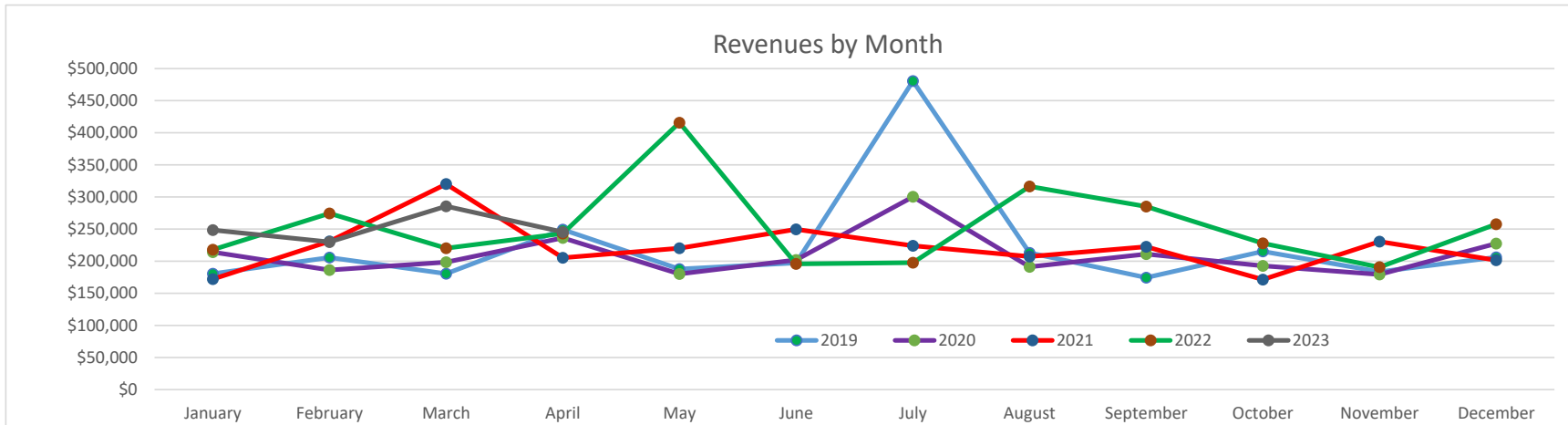
Year-to-date		Percent of budget	Approved 2023 Budget	
Revenues	\$1,007,629	35%	Revenues	\$2,876,380
Expenses	\$1,066,348	37%	Expenses	\$2,854,962
Return of capital	\$0	0%	Return of capital	\$0



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	\$245,596								

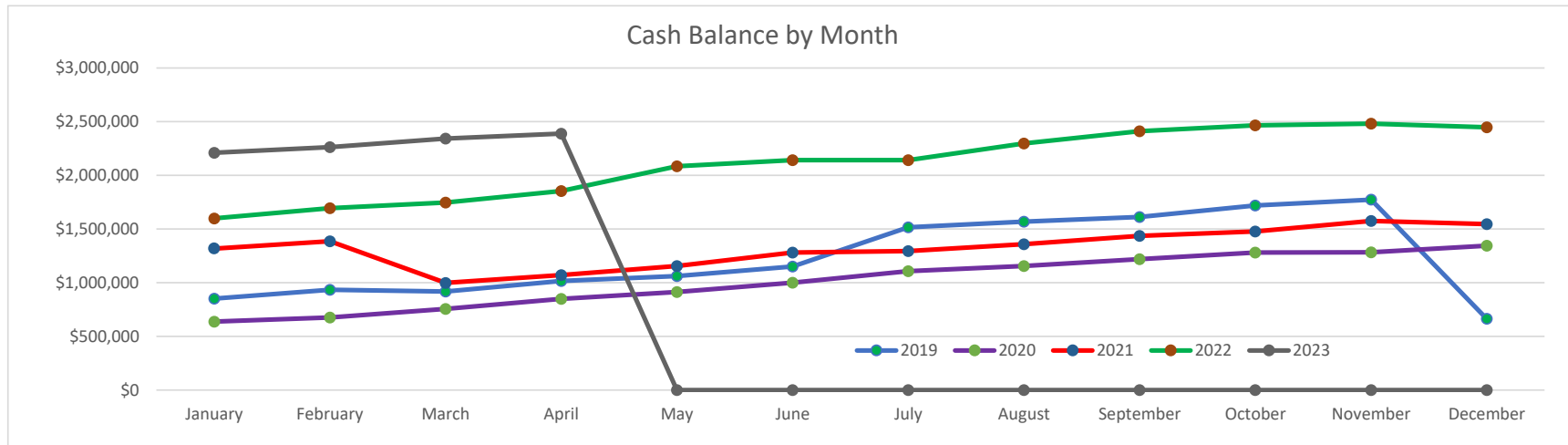


Note: October 2018 revenue includes \$290,000 for the tax system re-write; \$10,000 from each of the counties in the Mid-State Computer Collaborative
 July 2019 revenue includes \$270,000 for the tax system re-write; remaining \$20,000 was received in August 2019
 July 2020 revenue includes \$30,000 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

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	\$2,388,733								



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 Technology ******



Warrant Form **WF91**
Commissioner's Warrants

WARRANT REGISTER
Commissioner Warrants

Approved 04/20/2023
Pay Date 04/20/2023

<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
							<u>From Date</u>	<u>To Date</u>
30	Center Point Energy	282.70	SERVICE 03/08-04/07			66-003-000-0000-6251	10942506-6	N
30		158.98	SERVICE 03/08-04/07			66-003-000-0000-6251	11831812-0	N
	Warrant # 2148	Total...	441.68					
33	CPS Technology Solutions	2,180.00	HOSTING FEE - MAY			66-003-000-0000-6261	383286	N
	Warrant # 2149	Total...	2,180.00					
147	DACOTAH PAPER CO	58.78	COPY PAPER			66-003-000-0000-6401	47648	N
	Warrant # 2150	Total...	58.78					
161	Hollingsworth/Christopher	100.00	EXECUTIVE BD MTG 4/17/23			66-003-000-0000-6106		N
	Warrant # 2151	Total...	100.00					
152	Jeremy Michaelson Tree Service	375.00	SNOW REMOVAL			66-003-000-0000-6261	3310	N
	Warrant # 2152	Total...	375.00					
36	Stevens County Auditor Treasurer	3,866.00	2023 PROPERTY TAXES			66-003-000-0000-6251	20-1101-000	N
	Warrant # 2153	Total...	3,866.00					
9	Swanson/Craig	500.00	OFFICE CLEANING - APRIL			66-003-000-0000-6271		N
	Warrant # 2154	Total...	500.00					
	Warrant Form WF91	Total...	7,521.46					8 Transactions
	Final Total...	7,521.46						8 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

**** Counties Providing Technology ****



Warrant Form **WF91**
Commissioner's Warrants

WARRANT REGISTER
Commissioner Warrants

Approved 04/27/2023
Pay Date 04/27/2023

<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
126	Ahmann/Karen	100.00		JOINT POWERS MTG 04/24/23	66-003-000-0000-6106	N
126		175.54		MILEAGE	66-003-000-0000-6338	N
	Warrant #	2155	Total...	275.54		
181	Antony/Ronald J.	100.00		JOINT POWERS MTG 04/24/23	66-003-000-0000-6106	N
181		100.00		EXECUTIVE BOARD MTG 04/17/23	66-003-000-0000-6106	N
181		96.94		MILEAGE	66-003-000-0000-6338	N
	Warrant #	2156	Total...	296.94		
86	Bremer Bank	192.00		SURVEY MONKEY	66-003-000-0000-6245	N
86		60.87		FILTERS	66-003-000-0000-6251	N
86		29.91		SIMPLISAFE	66-003-000-0000-6261	N
86		53.33		DOUBLE TREE BY HILTON	66-003-000-0000-6331	N
86		47.53		ICE MELT & BATTERIES	66-003-000-0000-6401	N
86		24.00		SALT	66-003-000-0000-6401	N
86		7.47		ICE MELT	66-003-000-0000-6401	N
86		22.99		BATTERIES	66-003-000-0000-6401	N
86		39.59		PENS & FOLDERS	66-003-000-0000-6401	N
86		11.85		CEILING FAN GRILLE	66-003-000-0000-6401	N
86		83.97		LAPTOP BACKPACKS	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		68.99-		AMAZON REFUND	66-003-000-0000-6482	N
86		75.98-		AMAZON REFUND	66-003-000-0000-6482	N
86		34.89		WIRELESS MOUSE	66-003-000-0000-6482	N
86		79.00		DOCKING STATION	66-003-000-0000-6482	N
86		151.96		DOCKING STATIONS	66-003-000-0000-6482	N
86		207.60		DOCKING STATIONS	66-003-000-0000-6482	N
86		5.93		HDMI ADAPTER	66-003-000-0000-6482	N
	Warrant #	2157	Total...	1,628.94		
178	CliftonLarsonAllen LLP	6,615.00		CYBERSECURITY ASSESSMENT	66-003-000-0000-6261	3665956 N

**** Counties Providing Technology ****



Warrant Form **WF91**
Commissioner's Warrants

WARRANT REGISTER
Commissioner Warrants

Approved 04/27/2023
Pay Date 04/27/2023

<u>Vendor #</u>	<u>Vendor Name</u>		<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
	<u>Warrant #</u>			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
	Warrant #	2158	Total...	6,615.00			
160	Drietz/Joseph		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
160			128.38	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2159	Total...	228.38			
183	Groupmann/Paul F		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
183			124.45	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2160	Total...	224.45			
161	Hollingsworth/Christopher		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
	Warrant #	2161	Total...	100.00			
165	Holmen/Norman		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
165			100.00	EXECUTIVE BOARD MTG 04/17/23	66-003-000-0000-6106		N
165			172.92	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2162	Total...	372.92			
185	IMDIEKE/ROGER R.		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
185			82.53	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2163	Total...	182.53			
166	Johnson/Troy		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
166			100.00	PERSONNEL MTG 04/11/23	66-003-000-0000-6106		N
166			31.44	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2164	Total...	231.44			
124	Kopitzke/Bob		100.00	BAKER TILLY CONF CALL 04/05/23	66-003-000-0000-6106		N
124			100.00	PERSONNEL MTG 04/11/23	66-003-000-0000-6106		N
124			100.00	EXECUTIVE BOARD MTG 04/17/23	66-003-000-0000-6106		N
124			100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
	Warrant #	2165	Total...	400.00			
155	Lakes Country Service Coop Ins Pool		11,053.07	HEALTH INSURANCE - MAY	66-003-000-0000-6871		N
	Warrant #	2166	Total...	11,053.07			

**** Counties Providing Technology ****



Warrant Form **WF91**
Commissioner's Warrants

WARRANT REGISTER
Commissioner Warrants

Approved 04/27/2023
Pay Date 04/27/2023

<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u> <u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>
173	Larson/Dennis	100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
173		78.60	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2167	Total...	178.60		
169	Lindor/Larry	100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
169		100.00	EXECUTIVE BOARD MTG 04/17/23	66-003-000-0000-6106		N
169		100.00	PERSONNEL MTG 04/11/23	66-003-000-0000-6106		N
169		20.96	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2168	Total...	320.96		
164	Meyer/Charlie L	100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
164		65.56	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2169	Total...	165.56		
182	Miller/Roland	100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
182		277.06	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2170	Total...	377.06		
157	Neumann/Randy	78.60	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2171	Total...	78.60		
171	Olson/Jerrel	100.00	JOINT POWERS MET 04/24/23	66-003-000-0000-6106		N
171		47.16	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2172	Total...	147.16		
170	Pederson/Edward	100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
170		36.68	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2173	Total...	136.68		
186	RENVILLE COUNTY	100.00	R. KRAMER JNT POWERS MTG 4/24/23	66-003-000-0000-6106		N
186		50.00	R. KRAMER EXECUTIVE MTG 4/17/23	66-003-000-0000-6106		N
186		104.80	MILEAGE	66-003-000-0000-6338		N
	Warrant #	2174	Total...	254.80		
13	Swenson/Erica	29.77	WILKIN COUNTY TRAINING	66-003-000-0000-6337		N
13		74.67	WILKIN COUNTY TRAINING	66-003-000-0000-6338		N

****** Counties Providing Technology ******



<u>Vendor #</u>	<u>Vendor Name</u>		<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
<u>Warrant #</u>		<u>Total...</u>	<u>104.44</u>	<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
107	Todd County Auditor Treasurer		100.00	R. NEUMANN JNT POWERS MTG 4	66-003-000-0000-6106		N
Warrant #	2175	Total...	100.00				
162	Weyer/Michael L.		100.00	JOINT POWERS MTG 04/24/23	66-003-000-0000-6106		N
162			145.41	MILEAGE	66-003-000-0000-6338		N
Warrant #	2177	Total...	245.41				
Warrant Form	WF91	Total...	23,718.48	67 Transactions			
	Final Total...		23,718.48	67 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

**** Counties Providing Technology ****



Warrant Form **WF91**
Commissioner's Warrants

WARRANT REGISTER
Commissioner Warrants

Approved 05/04/2023
Pay Date 05/04/2023

<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
27	Ascensus	120.21	457 PLAN ADMIN FEE	66-003-000-0000-6261	138652DF_202304	N
	Warrant #	2178	Total...	120.21		
117	Baker Tilly US, LLP	1,050.00	FINAL BILLING - 2022 AUDIT	66-003-000-0000-6261	BT2391329	N
	Warrant #	2179	Total...	1,050.00		
79	IBM Corporation	2,134.19	MAINT & SWMA 05/01-07/31/23	66-003-000-0000-6402	0264186	N
	Warrant #	2180	Total...	2,134.19		
149	Mecklenburg/Kaylene	120.00	CONTRACTED SERVICES - APRIL	66-003-000-0000-6261		N
	Warrant #	2181	Total...	120.00		
100	Morris Electronics	2,000.00	DATA CIRCUIT - APRIL	66-003-000-0000-6210	DATAAPRIL	N
	Warrant #	2182	Total...	2,000.00		
43	Morris Electronics	1,456.00	MN TAX WEB - APRIL	66-003-000-0000-6261	TAXWEBAPRIL	N
43		315.00	ND TAX WEB - APRIL	66-003-000-0000-6261	NDTAXAPRIL	N
43		100.00	MAP SERVER - APRIL	66-003-000-0000-6261	MAPSERVERAPRIL	N
	Warrant #	2183	Total...	1,871.00		
28	Old No 1 Bar & Grill	135.00	MEETING SET UP & REFRESHMEI	66-003-000-0000-6337	98	N
	Warrant #	2184	Total...	135.00		
70	Palmer Creations	119.00	ENVELOPES	66-003-000-0000-6401	20230418	N
	Warrant #	2185	Total...	119.00		
101	Ratwik, Roszak & Maloney, P.A.	171.00	CONTRACT REVIEW	66-003-000-0000-6261		N
	Warrant #	2186	Total...	171.00		
148	Terrace, LLC	100.00	MONTHLY WEBSITE MAINT/SUPP	66-003-000-0000-6261	244	N
	Warrant #	2187	Total...	100.00		
	Warrant Form	WF91	Total...	7,820.40	12 Transactions	
		Final Total...	7,820.40	12 Transactions		

****** Counties Providing Technology ******



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u>	<u>On-Behalf-of-Name</u>	<u>From Date</u>	<u>To Date</u>
127	Aloha Window Cleaning, LLC	60.00	WINDOW CLEANING MAR-MAY	66-003-000-0000-6271	3501	N
	Warrant # 2188	Total...	60.00			
88	Big Stone County Auditor	374.33	NORMAN COUNTY TRAINING	66-003-000-0000-6331		N
88		5.12	NORMAN COUNTY TRAINING	66-003-000-0000-6337		N
88		58.95	NORMAN COUNTY TRAINING	66-003-000-0000-6338		N
	Warrant # 2189	Total...	438.40			
6	Delta Dental of Minnesota	270.92	DENTAL INS - MAY	66-003-000-0000-6871	RIS0004875177	N
	Warrant # 2190	Total...	270.92			
31	Driessen Water Inc	52.88	WATER	66-003-000-0000-6401	17708139-04302023	N
	Warrant # 2191	Total...	52.88			
188	Kroona/Jay M	690.00	TESTING - APRIL	66-003-000-0000-6261		N
	Warrant # 2192	Total...	690.00			
116	Life Insurance Company of N.America	169.17	HOSPITAL INS - MAY	66-003-000-0000-6871	HC960734	N
116		119.25	ACCIDENT INS - MAY	66-003-000-0000-6871	AI961469	N
116		123.84	CRITICAL ILLNESS - MAY	66-003-000-0000-6871	CI961398	N
	Warrant # 2193	Total...	412.26			
54	Lincoln National Life Insurance Co/The	323.04	LIFE INSURANCE - MAY	66-003-000-0000-6871	10247942	N
	Warrant # 2194	Total...	323.04			
43	Morris Electronics	100.00	LABOR	66-003-000-0000-6261	2524	N
43		80.00	LABOR	66-003-000-0000-6261	2531	N
43		300.00	LABOR	66-003-000-0000-6261	2559	N
43		100.00	LABOR	66-003-000-0000-6261	LABOR	N
43		275.00	LABOR	66-003-000-0000-6261	2637	N
43		100.00	LABOR	66-003-000-0000-6261	2641	N
43		35.55	PHONEFACTOR LICENSE	66-003-000-0000-6402	2532	N
43		446.58	MONITORS	66-003-000-0000-6481	2640	N
	Warrant # 2195	Total...	1,437.13			

****** Counties Providing Technology ******



<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO # Tx</u>
			<u>OBO#</u> <u>On-Behalf-of-Name</u>		<u>From Date</u>	<u>To Date</u>
29	Otter Tail Power Company	56.41	SERVICE 03/31-04/28/23	66-003-000-0000-6251	20076543	N
29		523.48	SERVICE 03/31-04/28/23	66-003-000-0000-6251	4093126	N
	Warrant #	2196	Total...	579.89		
36	Stevens County Auditor Treasurer	67.68	POSTAGE - APRIL	66-003-000-0000-6215	1078	N
36		2,300.00	FISCAL SERVICES - APRIL	66-003-000-0000-6261	1078	N
	Warrant #	2197	Total...	2,367.68		
55	Sun Life Financial	26.00	DISABILITY INS - MAY	66-003-000-0000-6871	935910	N
	Warrant #	2198	Total...	26.00		
9	Swanson/Craig	600.00	OFFICE CLEANING - MAY	66-003-000-0000-6271		N
	Warrant #	2199	Total...	600.00		
187	Tandem, LLC	1,245.00	SECURITY POLICIES & SETUP	66-003-000-0000-6261	T-18841	N
	Warrant #	2200	Total...	1,245.00		
37	The Hartford	308.64	LIFE INSURANCE - MAY	66-003-000-0000-6871	873747	N
	Warrant #	2201	Total...	308.64		
137	VSP Insurance Co.	7.54	VISION INSURANCE - APRIL	66-003-000-0000-6871	817648565	N
	Warrant #	2202	Total...	7.54		
	Warrant Form	WF91	Total...	8,819.38		28 Transactions
	Final Total...		8,819.38			28 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	B	C	D	E	F	G	H	I	J	K
1	COUNTIES PROVIDING TECHNOLOGY										
2	TREASURER'S MONTHLY REPORT OF DEPOSITS ON THE LAST DAY OF APRIL 2023										
3											
4											
5			FDIC	Maturity	Interest	Step-		Interest			
6	Type	Depository	Number	Date	Rate	Up?	Last Balance	Earned	Deposited	Withdrawn	Balance
7											
8	CK	Bremer Bank, Morris					686,615.52		1,077,699.77	1,050,073.01	714,242.28
9		Bremer Payroll Account opened 12/31/2015					-				-
10							8,687.17		145,420.71	143,971.47	10,136.41
11		Flex Account					2,000.00				2,000.00
12											
13		Bremer Money Market Savings					854,879.20	895.91	400,000.00	635,000.00	620,775.11
14											
15											
16											
17											
18		Edward Jones					-				-
19	CD	Truist Bank (89788HCB7)		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 (74049NAX5)	29845	4/14/23	4.350%	N	200,000.00	1,406.30	1,406.30	201,406.30	-
22	CD	Morgan Stanley National Bank (61768EQR7)	34221	3/15/24	5.250%	N	236,000.00				236,000.00
23	CD	Wells Fargo Sioux Falls (949784BE3)	3511	10/25/24	4.950%	N			209,000.00		209,000.00
24	CD	American National Bank, Omaha (028402CL7)	19300	11/28/23	4.800%	N			242,000.00		242,000.00
25											
26											
27		TOTAL DEPOSITS (Broker Balances)					-	2,302.21	1,624,526.78	2,030,450.78	2,389,153.80
28											
29	Non-Restricted Accounts										
30		Cash Accounts					1,347,153.80		Per state auditors:		0.00
31		Edward Jones					1,042,000.00				
32											
33											
34											
35											
36											
37											
38									Total Balance		2,389,153.80
39									For Month-End		
40							2,389,153.80				

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.

The CLA security assessment is finalized and we have received the reports. We are working on addressing the identified areas of concern. We recently purchased Tandem to address the many policies that were recommended. We also met with Shawn Larson on 5/6/23 to discuss and develop a plan to address the concerns found in the Internal and External Penetration Testing. We know that this will be a work in progress over the next year.

The North Dakota counties were emailed an attached letter on 5/1/23 which is included in the board packet. We then received letters and emails from almost all the ND counties expressing concern with the end date as their tax year activities run differently than MN. They also had another provider drop similar services for 17 counties with a 12/31/25 end date. This would leave only two providers as their main option with over half of the ND counties looking. The Executive Committee is recommending that the ND end date be extended to 7/31/25.

We have been working with Matt Anderson and David Purscell on the hosting agreement along with it being reviewed by the Software and Executive Committees. The goal now is to put everything in place to ensure the counties data continues to be secure. This will affect what we are looking at when replacing the server(s) to make sure there is redundancy so if a major event occurs agencies would experience minimal disruption in service.

The tax rewrite is still working on TaxM11 and 12. We are still getting all the testing completed by support and then from users. We are also looking at finishing up the programs from Phase 1 which includes CAMA, Report Generator and Tax Web Access. Jay has done a great job with the CAMA testing and he will definitely be an asset helping with the user side of testing. We also have Sibley County testing the new Report Generator and look forward to their input. The Tax Web Access is also being finished and hope to have a projected roll out date soon. The focus on these projects has taken time away from the tax rewrite but these were a part of the original rewrite. They will be an improvement over the current programs which is another motivation to get them out.

There was a training scheduled for Norman County staff and one of our staffs who was schedule to do the training got sick. A big thank you goes out to Heidi, Erica S, Magen and Val for being flexible and making it a great training experience. They definitely went above and beyond to make it a success. Michelle Knutson even come in to do training on IFS so thanks to her for making it work on such short notice.

Joel Flaten



EXECUTIVE COMMITTEE

BOARD UPDATE: May 22, 2023 MEETING

Monday, May 15, 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 was sent the letters that came from ND before the meeting expressing their concerns about the deadline and that another provider was ending services in ND at the end of 2025. The committee acknowledges their challenges and is recommending that the board extend the service ending to 7/31/2025. They also discussed that Barns and Ransom recently started the Human Resources program with the ending of services should they be billed or get paid back. The committee states that they should still have to pay for the monthly support of the program. The ND contract and rates were reviewed and the committee recommends that the proposed rate increases stay in place for 2024 and 2025.
- The committee reviewed the recommendation for Gwen Gillespie to be approved as a Software Developer 2 at the top of the scale plus \$1236 and placed at the top of vacation accumulation.
- The committee is recommending that the board approve the proposed Intellectual Property Policy.
- The committee reviewed the Software Committee update from 5/11/23.
- The committee looked at a membership requirement that members must have at least the tax program to maintain membership. This was sent to an attorney and this type of change would have to go be made in the JBP Agreement. The committee still feels this is important and would want to pursue this change but to then review the whole agreement to see if there are other recommended changes.
- The committee discussed the email from iText Software that they are pursuing \$26,159 for using of iText 5.0 in ND starting 2017. The email was forwarded on to Ann Goering, attorney, for her opinion and we are still waiting to hear back from her.
- The committee reviewed the proposed changes in the System Prices and are recommending the board approve the changes as presented.
- The committee reviewed the proposed Hosting Agreement is recommending it for approval and to run concurrently with the three years of the Professional Service Agreement.
- The committee discussed the replacement of the current servers in 2024.
- The committee is recommending the approval of the Arvig quote for cameras and access control system with addition charges for the two electrified crash bars and the outside cameras. Bob is checking with Buttweiler Do-All Dual about the patching the roof. Joel has checked locally about doing the sign out front but has not heard back yet but will look at other sign businesses too.
- The committee was updated on the CLA security assessment. We are using Tandem for policy development. Mike and Joel met with Shawn on 5/6/23 to review the findings and to work a plan to address the identified issues.
- The committee approved the purchase of Target 400 for a one-time cost of \$3100 to help the developers with the PRG 36 program conversion to LE. This will help them to better understand the code.
- The committee reviewed the agenda for the 5/22/23 JPB meeting.
- The next meeting will be June 26th at 10am via Zoom which will fall under the open meeting laws.



Dear _____,

We regret to inform you that at their April 24, 2023 meeting, the Counties Providing Technology Joint Powers Board voted to approve the discontinuation of services to North Dakota clients effective December 31, 2024. We understand the challenges that go into changing systems and providers and will work with you to develop a plan to help the transition be as seamless as possible. We will be reaching out soon to set up times to discuss this and work with you to explore all options. Do not hesitate to reach out to us if you have any thoughts or ideas.

The staff will continue to serve you during this transition period to maintain and support your current programs.

We want to thank you for the opportunity to serve you over the years. This is what has made this such a difficult decision and one that was not taken lightly.

Please reach out to Joel Flaten, Executive Director at joel.flaten@cptmn.us if you have any questions. His office number is 320-208-1511 and cell number is 320-349-0451.

Bob Kopitzke, CPT Board Chair

Joel Flaten, Executive Director

Joel Flaten

From: Beth Didier <bdidier@barnescounty.us>
Sent: Monday, May 8, 2023 12:02 PM
To: Joel Flaten; bobkopitzke@co.stevens.mn.us
Subject: ND Counties - Ending Services Letter

SECURITY NOTICE :

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

Joe & Bob,

I am just reaching out in response to the CPT ending services letter. It would be helpful to us if you could extend the end-of-service deadline to June 30, 2025 as the 12/31/2024 end date is really awkward for North Dakota counties. 2024 is an election year and that, in itself, would really complicate the transition process. And to throw in the tax statement processing at the same time just exacerbates the issue.

Thank you for your consideration.

Beth M Didier
Barnes County Auditor
230 4th St NW Room 202
Valley City ND 58072
Phone: (701) 845-6666
Fax: (701) 845-8548



May 16, 2023

Dear Counties Providing Technology Board-

This letter is in response to your notice of termination of services in North Dakota, effective 12/24/2024. We respectfully ask that you extend this deadline to allow us and the other counties time to find a replacement provider and get up and running. We do not feel that 19 months (now less, that is from the day we received the notice) is enough time for us to find a provider, transfer data, test that everything is running smoothly and learn the program all while continuing to serve the residents of our county. This announcement has come as surprise, as we were assured several years ago during the transition from CPU that you did not have any plans to stop serving North Dakota. Had there been any indication this would be the case, we may have already begun the process however we were completely caught off guard and are now left to scramble. We have spoken to other providers since the announcement and have been given a timeline of at least 15 months, if we start the process today.

As tax director, this time of year is not a good time for our office to start the transition process as we are working on finalizing 2023 property values and getting out notices out for equalization meetings in June. We will then be preparing reports for the state and preparing for the state board of equalization meeting in early August. Therefore, the soonest we would be able to give this process our full attention is September of this year. The timing also does not allow for a full year's cycle of testing to make sure everything is running smoothly.

We also currently use your system for our agricultural land valuations, which took three years to implement. This is another component that we will need to transfer data, test, learn and implement. Again, I do not believe 18 months will be enough time to achieve all that needs to be done on the tax equalization side.

In reference to the Finance side, this also puts us and the other counties in a rough spot. We are looking at a Presidential Election year, on top of trying to get a new software up and running. December **is not** a good time of the year for taxes and collecting payments, year end reporting from one software to another. We would like to suggest a July date and at least two to three years out. If not, we may be left with no software.

Thank You,

Nicole Carlson
Director of Tax Equalization
Sally Whittingham
Auditor/Treasurer
205 Owens Street
Manning, ND 58642
PH: (701)573-4445





LaMoure County Treasurer

P.O. Box 122 - LaMoure – North Dakota 58458
202 4th Ave NE, LaMoure, ND 58458
Telephone (701) 883-6090 Fax (701) 883-4220
Email-cworrel@nd.gov

Cindy Worrel
Treasurer

May 8, 2023

Joint Powers Board of Directors
Counties Providing Technology
400 Colorado Ave, Suite 303
Morris, MN 56267
Attn: Bob Kopitzke, Board Chair

Dear Members of Board,

My name is Cindy Worrel, Treasurer for LaMoure County. I'm writing in response to the recent email and attached letter of discontinuation of services to North Dakota. I am sure your decision was not an easy one to make. I would like to express my deepest regret to this decision, and do understand the challenges with suppling program technology to two states. As soon as I read the notification, I did contact Joel Flaten to voice my concern and to discuss the impact of losing your services will have on my County.

I'm asking, no I'm pleading to the Board to please reconsider this discussion. I cannot tell you how much this program does for me and my county. Your program generates so much information, reporting and accurate accounting, which is very vital for daily, weekly, monthly, yearly and research information needed to run our county sufficiently. This software program saves us hours of work in so many areas let alone the history tracking. One transaction that I just did took me 10 to 15 minutes, which use to take two or so hours. I would be happy to supply examples of how time saving this program is.

When we first had heard that Chad Swanson was retiring and selling. We did look at other programs in fear that we may lose this program to the reorganization. At that time the programs available were nice but nothing compared to the capability, support, and staff that we were accustomed to. We would have lost so much. Luckily North Dakota was included. Currently our software choices have narrowed for North Dakota. Even if we were to find another program, I fear the waiting time and transition will extend well over the December 31, 2024 deadline, not to mention the work load North Dakota will have for the year 2024. I am hoping that this board will revisit this issue.

Thank you for your time and allowing North Dakota to be included in Counties Providing Technology's software. The years of service that has been provided is much appreciated.

Respectfully,

A handwritten signature in cursive script, appearing to read 'Cindy Worrel', is written in black ink.

Cindy Worrel
LaMoure County Treasurer



May 8, 2023

To whom it may concern,

Our team here in LaMoure County, North Dakota was blindsided by the email notifying us that CPT will no longer be servicing North Dakota counties.

It is going to be a struggle to find an alternative agency that provides data processing services that fit our needs as CPT does. After some research, it was discovered that there was another North Dakota software programming agency that recently dissolved leaving only two options both of which are incredibly costly with fewer capabilities. That being said, there has been interest from other counties that were considering switching to CPT. As some twenty counties search for a new software programming agency, with very little time and options available, we fear agencies are not equipped to administer services to so many new clients.

The CPT system is robust, user-friendly, and adaptable. The great team of dedicated technicians offers support like no other agency. The customer service is remarkable and always helpful, quick to provide answers or troubleshooting as well as open to hearing feedback for programming enhancements. In an attempt to become more efficient, our county had planned to enhance our program by adding modules. CPT has unique programming that allows for efficient processes, without those capabilities it will take substantially more time to complete.

The end date of December 31, 2024, leaves counties to run an election on top of implementing a new software system and technical issues that will no doubt come with implementing a new system. This is especially a burden for small counties, such as LaMoure County, that do not have election staff. Additionally, the cost to switch programs is a financial burden for our county as we will need a minimum of two budget years in order to properly budget the cost of a new program.

Lastly, we urge you to reconsider, but if you are firm in discontinuing services with North Dakota we ask that, at the very least, allow North Dakota to maintain services until a non-election year. We value CPT and are disappointed in the decision to drop services with North Dakota.

Kind regards,

A handwritten signature in blue ink that reads 'Jan Hamlin'. The signature is written in a cursive, flowing style.

Jan Hamlin, LaMoure County Auditor

May 10, 2023

Joint Powers Board
Bob Kopitzke, CPT Board Chair
Joel Flaten, Executive Director
Counties Providing Technology
400 Colorado Ave Suite 303
Morris, MN 56267

Dear CPT Joint Powers Board, Chair Kopitzke, and Executive Director Flaten,

Your letter dated May 1, 2023 came as a huge surprise to McKenzie County. We have been working partners with CPT, previously CPUi, for over 23 years and have invested many additional resources, upwards of \$500,000, to utilize the programs and software from your company to create additional efficiencies for our employees and citizens. We have worked alongside your team to make program improvements and implement legislative changes as needed, and we have enjoyed the partnership and collaboration.

When CPUi was sold 5 years ago and became Counties Providing Technology, we feared the exact news we received on May 1 – a shift in business focus to Minnesota counties and a drop in services to North Dakota. We were assured there was no desire to move away from North Dakota counties, at least not at that time. While we can appreciate the desire of the company to shift focus, and your right to do so, we had hoped we could have been invited into the discussion to determine a smooth transition plan for all that was painless, seamless, and allowed for enough time to review and select a new vendor that would in the best interest of McKenzie County.

We are now faced with an 18-month window to review, select, implement, and successfully transition to new software, which will be much different than the software we have come to know and love. As you may or may not be aware, another vendor operating in North Dakota also recently gave notice ending service to an additional 16 North Dakota counties effective December 31, 2025. This leaves just one option for North Dakota counties, Tyler Technologies. Tyler Technologies has stated the average conversion timeline is between 9 and 14 months, but likely that is unrealistic when there are over 20 North Dakota counties to convert entire systems in the timeframes provided. While we can appreciate that this issue is not a problem that affects CPT, we wanted to share it with you for some additional context in our request to you.

We are not asking you to reverse your decision about ending services, instead we request a reconsideration and extension to the support expiration date through December 31, 2025. Ending services at the end of 2024 is not ideal, both for the reasons given above and because 2024 is a presidential election year (county auditors are also the county election administrators) and tax statements will be going out mid-December, due beginning January 1, however many citizens pay before the end of the year (how are we going to send out notices from one software and receipt them into another). Providing services through 2025, which is a non-

election year, would allow our teams and departments the focus and time needed for such an important transition of services that affect all our employees and citizens. Recording of deeds to historical tax information to payroll processes to invoice approval to payment of bills to monthly apportionment to other taxing districts to sales ratio data to state and federal required uploads to 1099s to W2s to fixed assets to budgets will all be impacted, plus others not named.

Our pledge to you is to work alongside the excellent team of CPT employees, whom we have come to know and trust for their valuable expertise, during the transition timeframe and to assist other counties with processes and procedures along the way. We are happy to further discuss this issue with any members of the Board at any time.

We request both Erica Johnsrud (ejohnsrud@co.mckenzie.nd.us) and Katie Paulson (kpaulson@co.mckenzie.nd.us) be listed as the contacts for McKenzie County for communications during the transition.

Thank you for your consideration,



Erica Johnsrud
McKenzie County Auditor/Treasurer



Katie Paulson
McKenzie County Recorder/Tax Director

Joel Flaten

From: Rory Porth <roryp@co.mountrail.nd.us>
Sent: Friday, May 5, 2023 1:11 PM
To: Joel Flaten; Steph Pappa; Lori Hanson; Jessica Niemitalo
Cc: Bob Kopitzke; Mike Koehler; Trudy Ruland; Jason Rice
Subject: RE: CPT Notification of Services Ending

SECURITY NOTICE :

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

Joel, Bob, Mike

This response is from the standpoint of the Tax Equalization Department within Mountrail County. We are not necessarily answering for the county, yet in general many of the ideas discussed below will affect the entire county and other counties within the state of ND.

Your notification letter came as a surprise, and although Mountrail had decided to move to Tyler, it appears the timeframe for the continuation of services could be very tight.

We believe December 31, 2024 may be a very aggressive date for complete conversion depending on how the project plan from Tyler Technologies progresses.

Mountrail County data, along with other counties use CPT in a model that is **hosted on systems at CPT premises**. We understand support is to be ending December 2024 and having access to the system past that date – **at least to December 2025** is more in line with required conversion and access to data.

Along with the 7 or so counties using CPT at this time, a very great challenge that Tyler Technologies has (not your problem, we know) is that another software vendor just last week also announced they will not be supporting North Dakota clients. Dakota Programs supports 16 counties in North Dakota and gave 2025 as the year of final support.

So currently, out of 53 total counties in North Dakota, there are 23 counties (**almost HALF!**) that will be pursuing new systems for their data – as you well know this software evaluation, review, selection and eventually implementation takes time. For the goodwill of all it would be beneficial to have the system(s) available for this data conversion as Tyler Technologies will have their hands full with all the new clients (assuming other counties move to Tyler Technologies).

From the assessment/value perspective specifically, Mountrail County will work with CPT and Tyler to come up with standard data pulls for conversion of the data that affects the other counties. This could be then used by other counties' Tax Equalization Departments in their data pulls and conversion to Tyler if those counties choose Tyler. As with the ND Parcel Program, it's easier to define one set of data pulls for one county to be used by all.

We do appreciate the support and individuals in CPT whom we have worked with over the years. Business decisions are hard, and we hope that as Mountrail County transitions to our new vendor that this relationship can be maintained as there is much work to be done.

As for contact(s) within the Tax Equalization Office, please include both Lori Hanson (lorih@co.mountrail.nd.us) and Rory Porth (roryp@co.mountrail.nd.us) for communications during the transition.

**Office of the Mountrail County Treasurer
State of North Dakota**

Jessica Niemitalo - County Treasurer
Mountrail County Courthouse
101 North Main Street - Box 69
Stanley, North Dakota 58784-0069
Tel. (701) 628-2935

May 4, 2023

Dear Counties Providing Technology (CPT),

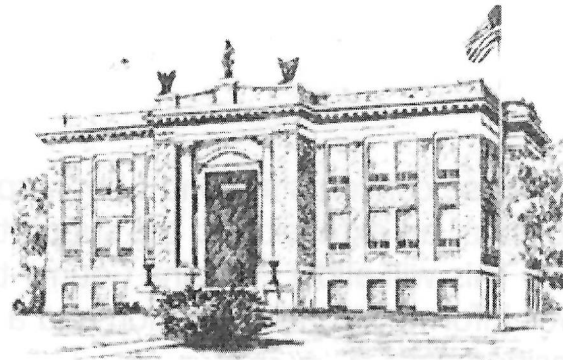
This letter is in response to the letter received from CPT about discontinuing services for ND clients as of 12/31/2024. We in the Treasurer Office or on the Tax side of the program feel this end date is by all means “not good timing” and extremely unrealistic, as we are in the middle of tax season and would be splitting it over 2 programs. That is IF we can get a live date of 1/1/2025. We have not gotten any information on if this time frame even possible to do with Tyler, and we were already in process of switching. Plus this will be an election year for the Auditors Office making them extremely busy. Now that a lot of other counties are forced to move that will impact the timing as well to get this data transition from one to the other (no matter who it is). Please note that we feel at minimum a June of 2025 would be more realistic than a 1/1/2025 date, especially on the tax side of it.

Thank you for your time and we hope you consider our response to please look at extending the end date further into the 2025 year.

Sincerely,

Jessica Niemitalo
Mountrail County Treasurer
Karen Davies
Mountrail County Deputy Treasurer

PEMBINA COUNTY North Dakota



OFFICES OF AUDITOR/TREASURER
SUPT OF SCHOOLS DESIGNEE

Linda Schlittenhard

Dawn Useldinger-Menzies
Deputy Auditor/Treasurer

Renee L Lunde
Deputy Auditor/Treasurer

Telephone 701-265-4231 Fax 701-265-4876
301 Dakota Street West #1, Cavalier, ND 58220
Email: lschlitt@nd.gov
www.pembinacountynd.gov

May 10, 2023

Joint Powers Board
Bob Kopitzke, CPT Board Chair
Joel Flaten, Executive Director
Counties Providing Technology
400 Colorado Ave, Suite 303
Morris, MN 56267

Dear Sirs,

I received your letter informing Pembina County of the Joint Powers Board vote to discontinue services to North Dakota clients effective December 31, 2024. I appreciate and thank you for the offer to assist our county in developing a plan for the transition. However, I do feel the deadline date is not ideal. I strongly feel it would be nearly impossible to thoroughly review our options with other software vendors, select a vendor, and implement the programs within the window of time you have chosen.

Considering tax statements are required to be out no later than December 26th each year, per North Dakota Century Code, I feel Pembina County would need to have our new programs implemented no later than June 2024. In my opinion, we would want to prepare the estimated tax statements (due to taxpayers by August 31st), prepare the final tax statements and receipt payments under the same program. Also, 2024 is a presidential election year and as the County Auditor I am also the Election Administrator. To run a successful election and learn a new software program in the same year would be exhausting to anyone!

With these concerns in mind I am respectfully requesting the Board reconsider an extension to the support expiration date to December 31, 2025. This will allow Pembina County the additional time needed to make a well informed vendor decision and a have seamless and successful transition.

I thank the excellent team of CPT employees for their knowledge and assistance over the past 20 plus years. The impeccable customer service CPT employees have provided is extremely rare.

I would be happy to further discuss this issue with any Board members that may have questions. They can contact me at 701-265-4231 or email lschlitt@nd.gov.

Sincerely,



Linda Schlittenhard
Pembina County Auditor/Treasurer

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 programming, 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 _____ . 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

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 three years~~ **until the end of the contract** unless the software system support is discontinued by CPT. If a Participating Agency elects to discontinue use of a selected Software System, it shall notify CPT of its decision at least six months before the end of this contract. 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 until the end of this contract 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 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 systems.
- B. Flat Fee Services Provided by CPT. 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. Time and Services Provided by CPT. CPT shall provide the following services to the Participating Agency according to Attachment A: Hourly Rate Schedule:

- i. Design and Development. CPT will provide all services necessary for the modification of existing Software Systems as requested by the Participating Agency.
- ii. Data Conversions: 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. Entire Agreement: Requirement of a Writing. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement 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. Conflicts of Interest. 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. Expenses Incurred. 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. Independent Contractor. 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. Insurance. 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 (\$1,000,000) 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. Severability. The provisions of this Agreement are severable; if any paragraph, section, subdivision, sentence, clause or other phrase of this Agreement is for any reason held to be contrary to 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. Governing Laws. 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. Non-Discrimination. 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. Whereas Clauses. The matters set forth in the "Whereas" clauses on page one (1) hereof are incorporated into and made a part of this Agreement.
- J. Paragraph Headings. 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. Equal Drafting. This Agreement must be construed to have been drafted equally by the parties.
- L. Compliance with Law/Standards. 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. Data Privacy. CPT agrees to maintain and protect data on individuals received, or to which CPT has access. No private or 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. Assignability. Neither party may assign this Agreement to any other person or entity without the written consent of the other party.
- O. Force Majeure. 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

Its:

Date: _____

PARTICIPATING AGENCY

Its:

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

- | | |
|---|--|
| <input type="checkbox"/> Real E-Tax 14,000 parcels or more | <input type="checkbox"/> Tax Web Access |
| <input type="checkbox"/> Real E-Tax Less than 14,000 parcels | <input type="checkbox"/> Tax & Values |
| <input type="checkbox"/> CAMA | <input type="checkbox"/> Tax & Statement |
| <input type="checkbox"/> Land Calc without CAMA | <input type="checkbox"/> Valuation Notices |
| <input type="checkbox"/> Human Resources | <input type="checkbox"/> TNT Notices |
| <input type="checkbox"/> Payroll | <input type="checkbox"/> Appraisal Summary |
| <input type="checkbox"/> Payroll Web Access | <input type="checkbox"/> |
| <input type="checkbox"/> Oil and Gas | |
| <input type="checkbox"/> Recorder Land Calc | |
| <input type="checkbox"/> CostRite – Highway | |
| <input type="checkbox"/> Capital Assets | |
| <input type="checkbox"/> Financial (IFS) | |
| <input type="checkbox"/> iSeries Hosting – dedicated LPAR | |
| <input type="checkbox"/> 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	
Program Specialist	\$135	\$140	
Support Specialist	\$115	\$120	

- Installation does not include mileage, meals, or lodging.

Attachment B

Flat Fee Schedule

**Monthly Maintenance Per County
Based on a 3% Yearly Increase**

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

Attachment A System Prices

System	Conversion	Purchase	Installation Cost*
Real-estate Tax System -Includes Sales Ratio, LandCalc, Delinquent, Mobile Home, and GA modules.	\$8,000	\$50,000	\$3,640
Comp Aided Mass App (CAMA)	N/A	\$5,000	\$1560
CAMA Mobile	N/A	\$3,000	Agency IT Installation
Human Resources	N/A	\$8,000	\$520
Payroll	\$2,000	\$2,500	\$1,560
Payroll Web Access	N/A	\$2,500 \$3,250	\$260 \$520
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	
Hourly Rates			
	2024	2025	2026
Program Specialist	\$135	\$140	\$145
Support Specialist	\$115	\$120	\$125

❖ Installation does not include mileage, meals, or lodging.

HOSTING AGREEMENT

This Hosting Agreement ("Agreement") is made by and between _____ (hereinafter referred to as "Participating Agency") and Counties Providing Technology, Morris, Minnesota (hereinafter referred to as "CPT"). The Participating Agency and CPT are hereinafter collectively referred to as the "parties," and individually as a "party."

WHEREAS, CPT is engaged in the business of providing hosting and related services;

WHEREAS, the Participating Agency desires to have hosting services provided by CPT;

WHEREAS, CPT agrees to provide such services pursuant to the terms of this Agreement.

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

1. **Term of the Agreement.** This Agreement shall commence on _____ and terminate on _____. **Any party may terminate this Agreement without cause upon 90 days written notice to the other party.** In addition, this Agreement may be terminated if a party provides written notice of a breach of this Agreement and the breaching party fails to cure the breach within 30 days after receipt of such notice.
2. **Hosting.** During the term of this Agreement, the Participating Agency shall have use of certain equipment belonging to CPT for purposes of storage of Participating Agency data at 509 Atlantic Ave, Morris, MN 56267 and an offsite disastrous recovery site. Equipment shall include a server with a Logical Partition (LPAR) connected between the Participating Agency and CPT by a virtual private network (VPN) and all other necessary ancillary equipment (collectively, "Equipment"). CPT agrees to provide hosting services according to the Service Level Agreement set forth in Exhibit A.
3. **Payment.** In consideration of these services to be provided by CPT under this Agreement, **Participating Agency shall pay to CPT the amount as determined in Attachment A and B.** ~~Payment for a particular month shall be due on or before the fifteenth day of the following month.~~
4. **Data Privacy.** All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of CPT because of this Agreement is governed by applicable data practices rules and regulations and/or other applicable State and Federal laws.
 - A. **Authorization for CPT to Access Data.** The parties acknowledge that CPT is only providing a hosting environment for the Participating Agency's data. Data content is and remains the sole responsibility of the Participating Agency. The Participating Agency hereby authorizes CPT to access data for the limited purpose of carrying out its hosting obligations under this Agreement.
 - B. Release to Third Parties.** No private or confidential data hosted 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. ~~Coordinator, Participating Agency Attorney, or their designee.~~

- C. **Participating Agency Access.** CPT acknowledges and agrees that the Participating Agency has the right to communicate with CPT's staff about the services provided pursuant to the Agreement and to access any and all data relating to the services, including, but not limited to, Participating Agency data stored by CPT pursuant to the Agreement.
 - D. **Data Security.** CPT is responsible for maintaining all data collected, created, received, maintained, or disseminated in any form, for any purpose of the Agreement. CPT agrees to take reasonable steps to protect the security of all data collected, created, received, or maintained by CPT or its employees, agents, or representatives pursuant to this Agreement, including but not limited to, locking the location where any such data is physically stored and securing electronic data using a password protected system and secured LPAR. **There will be an access control system on each of the server doors to control who has access while being able to audit who has entered the server room. There will also be an IP Video Monitoring System in place to cover entry into the server room. All contractors will be accompanied by authorized staff when working on the servers.**
 - E. **Data Retention.** After termination of this Agreement and the services, CPT shall not retain any Participating Agency data on the hosting server or otherwise obtained by from access to Participating Agency's records, files, or databases as a result of performing the services under this Agreement and shall return to Participating Agency any such data obtained within 30 days of termination of this Agreement.
- 5. **Limited Warranty.** CPT warrants that it shall perform the hosting services provided under this Agreement in a good and workmanlike manner and in conformity with the prevailing industry standards. Participating Agency will notify CPT in writing of any claims that the services do not conform to this limited warranty within ninety (90) days after the non-conforming services are discovered by the Participating Agency. If the services in question are determined not to conform to this limited warranty, CPT shall satisfactorily and timely re-perform the subject services following notice by the Participating Agency, or promptly refund to Participating Agency all amounts paid by Participating Agency for the defective services. The foregoing warranty is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.
 - 6. **Indemnification.** Each party and its successors and assigns will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law.
 - 7. **Limitations of Liability.** Neither party will be liable to the other for special, indirect or consequential damages arising out of each party's performance of this Agreement. CPT's total liability to Participating Agency for all claims arising out of the Participating Agency's use of the services shall be limited to the amount of the hosting fees actually paid by Participating Agency.

8. **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.

~~Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and properly addressed as follows:~~

CPT	Participating Agency
[Name and Position]	[Name and Position]
[Address and phone #]	[Address and phone #]

~~or to such other address as either party may, from time to time, give the other party in writing.~~

9. **Miscellaneous.**

- A. Entire Agreement: Requirement of a Writing. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement 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. Independent Contractor. 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.
- C. Insurance. CPT agrees it will maintain general, **professional, cyber and auto liability insurance for its operations at the required limits for each coverage** throughout the term of this Agreement. ~~Such insurance shall be _____.~~

~~i. Automobile liability insurance (single limit or combined limit or excess umbrella) covering all vehicles used in providing services to County in an~~

~~amount of one million dollars (\$1,000,000) per accident for property damage, one million dollars (\$1,000,000) 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.~~

- D. Severability. The provisions of this Agreement are severable; if any paragraph, section, subdivision, sentence, clause or other phrase of this Agreement is for any reason held to be contrary to 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.
- E. Governing Laws. 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.
- F. Equal Drafting. This Agreement must be construed to have been drafted equally by the parties.
- G. Compliance with Law/Standards. 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.
- H. Assignability. **CPT may sell or assign this Agreement to a third party only upon mutual agreement with the Participating Agency.**
- I. Force Majeure. 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.
- J. Representations and Warranties. Each party represents and warrants that the execution and performance of this Agreement has been duly authorized and the signatory to this Agreement possesses all necessary authority to enter into the Agreement.

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

COUNTIES PROVIDING TECHNOLOGY

Its:

Date: _____

PARTICIPATING AGENCY

Its:

Date: _____

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA).

- 1. Introduction** - This Service Level Agreement ("SLA"), outlines the level of services and technical support that apply when the account is in good financial standing. . This includes CPT's or its designee's host servers, and platform applications ("Applications") and the connection thereof to the Internet. The SLA excludes Participating Agency and its Employees, Contractors, Distributors and Customers' telecommunication links and internal operations applications, other third-party applications, hardware and software. **are not covered under this SLA. CPT is not responsible for problems with Any issues arising from cell service, Internet service, satellite systems, or any other components outside CPT's control will not be the responsibility of CPT, over which it has no control. CPT will have redundant internet connections that will automatically fail over to another carrier with high availability firewalls. There will be redundant power including a generator and UPS backup in case of a power outage.**
- 2. Server Hosting** - CPT warrants that it will continue to utilize dedicated server hosting on a Logical Partition. Depending on the Participating Agency selection there may be two or more counties on a dedicated Logical Partition. (From a security stand point it would be better if each hosted county would have their own LPAR. This would impact pricing and server sizes.) **CPT ensures that there are no bandwidth limitations.**
- 3. Network Availability Goal** -CPT guarantees that the services hosted on its systems will be available 99.5% of the time in any given month, meaning that network downtime should not exceed 3.65 hours per month, except for downtime caused by the Participating Agency's system or other uncontrollable factors such as force majeure. Network Availability refers to the online and accessible services hosted by CPT. A full outage occurs when the entire system goes offline, while a partial outage happens when a major system component becomes unusable.

To count against the monthly Network Availability Goal, unscheduled outages lasting over 10 minutes need to be reported by the Participating Agency within seven business days. If there are response delays or network interruptions of more than 180 seconds consistently for over 30 minutes, it should be immediately reported to CPT by sending an email to cpt@cptmn.us.

CPT shall ensure the Applications are available 99.1% over 365 days/year, 7 days/week, and 24 hours/day. The services covered by this SLA are designed for high speed responses to Actions and no significant delays should be encountered. If an Action response time delay of more than 180 seconds is experienced consistently for more than a 30 minute period it should be reported immediately to CPT.

CPT's goal is to have 99.1% Network Availability each month, which shall be interpreted as

~~having no more than two (6) hours of network down-time within each calendar month, excluding downtime due to faults caused by Participating Agency or Participating Agency's system, or other causes outside of the reasonable control of CPT, including without limitation malfunction or cessation of Internet services by any third party network or ISP that are beyond CPT's control. Service interruptions due to non-payment of fees to any third party network or ISP retained by CPT are considered within reasonable control of CPT, and therefore do not fall into this category and will be counted against the monthly Network Availability Goal.~~

Network Availability refers to the general availability of all major portions of the Distributor website system and all individual Distributor websites to Internet users. A full outage refers to the entire system going offline for a period of time; a partial outage refers to a major component of the system becoming unavailable or unusable for a period of time. Only unscheduled full or partial outages lasting longer than fifteen (15) minutes, that are reported by Participating Agency within two (2) business days of the service outage shall count against the monthly Network Availability Goal.

4. **Eligibility** - Should the Application (excluding email) experience an unscheduled full or partial outage for more than four (4) hours in a twenty- four (24) hour period, and the outage is the fault of CPT or under CPT's control. ~~then CPT will be subject to a penalty of \$40 per day for the length of the outage.~~

Should CPT fail to meet the monthly Network Availability Goal (as determined and verified by both Participating Agency and CPT's monitoring systems and specifications, and the outage is the fault of CPT) three (3) times in a one (1) year period, and should Participating Agency, within two (2) business days of each failure, provide CPT with a written notice of such failure, Participating Agency shall have the right to terminate the Agreement. Such termination shall be Participating Agency's sole remedy and CPT's sole liability for such failure. **The Participating Agency will not be charged for the export in a usable format and transfer of data.**

5. **Interruption of Service** - In the event that CPT does not cure the interruption within seven (7) days, Participating Agency shall have the right to terminate the Agreement. Such termination shall be Participating Agency's sole remedy and CPT's sole liability for such failure.
6. **Service-Affecting Incidents** - During the course of normal operations, service-affecting incidents (SAi) may occur. CPT shall take immediate action to resolve any and all Sai's. CPT shall promptly notify Participating Agency's network operations personnel by telephone 320-208-2110 and/or email notification at cpt@cptmn.us of any impairment, which might impact the availability of each Application or component of Participating Agency Platform, any and all features, or functionality of the Application to facilitate joint investigation and resolution. CPT shall provide sufficient details of the SAI (i.e., probable service affected, extent of

impairment, etc.) to ensure effective for joint investigation and resolution.

- a. CPT shall provide a status update on each SAI until the incident is resolved.
- b. CPT will determine whether the source of the incident is limited to the Application. If CPT determines that the Application is not the source of the SAI, CPT will make reasonable efforts to determine the source of the SAI in cooperation with its suppliers and customers.
- c. If the source of the problem is within the control of CPT, CPT will remedy the SAI or provide an estimate of repair. If the source of and remedy to the SAI reside outside of the Application, CPT will invoke any underpinning contracts held with its partners and use commercially reasonable efforts to resolve (with its partners) any Sai's.

7. Support

- a. CPT shall provide Support 7 days/week, and 24 hours/day to assist in advanced investigation, diagnosis and resolution of SAIs.
- b. Once a SAI is reported to Participating Agency and upon the request of CPT, Participating Agency shall assist in efforts to investigate and diagnose the SAL.
- c. CPT shall be responsible for the closure of the incident with Participating Agency.

8. Planned Outages / Scheduled Maintenance - CPT shall monitor the Application 24 hours a day, 7 days a week, 365 days a year. It is expected that occasional planned outages will be required to maintain and enhance the Application. CPT shall schedule maintenance, which requires an outage of longer than 15 minutes, at least **72 hours 7 days** in advance and shall perform such maintenance between the hours of 6:00 AM CST until 6:00 PM CST on a scheduled weekend day unless there is a holiday. CPT shall notify Participating Agency of a planned outage, **72 hours 7 days** prior to the outage, by notifying Participating Agency by email, which shall be provided by Participating Agency no later than fifteen (15) days after the execution of this Agreement.

- a. Participating Agency shall promptly notify CPT of any incidents, defect or downtime in connection with the scheduled maintenance as described above.
- b. In addition to prior notification of scheduled outages and maintenance, CPT shall also notify Participating Agency when all maintenance and repairs have been made, whether scheduled or unscheduled, the next morning by 10 am.
- c. Additional planned outages may be scheduled with the written consent of the Participating Agency and CPT.

9. Security

- a. CPT will provide substantial security measures in place designed to protect customer data from unauthorized disclosure or alteration, in accordance with any limitations set forth in the Agreement. **CPT will incorporate NIST guidelines into policies and procedures.** This will include having security cameras and limiting access to the

server area.

- b. Commercially feasible best practices are employed to ensure that customer data is secure from disclosure or damaging attack in accordance with any limitations set forth in this Agreement. These commercially feasible best practices include:
 - i. Physical Security -The hosting servers are located in a separate room with authorized access. There are also security alerts for intruders.
 - ii. Logical Security - The Application and the data it support are protected by a redundant set of firewalls, which cover all access points from the connected public networks. Internet security policies are in place to enforce maintenance plans and regular security reviews.

10. Backup/Continuity Procedures

- a. CPT will manage, upgrade, maintain, and support its network infrastructure and connectivity proactively, and its facility infrastructure elements: power, cooling, and security.
- b. CPT will manage, upgrade, maintain, and support the operating systems and applications on its servers.
- ~~c.~~ **c.** CPT will manage, upgrade, maintain, and support its data and hardware security and its data back-up and emergency response systems proactively **to ensure that participating agencies data is protected and secured.** ~~However, CPT is not responsible for any direct or incidental damages arising from the loss of subscriber data. Counties are relying on CPT to host the data and back up the data~~
- d. All Data will be backed up on a regular basis. ~~incrementally on a daily basis retained for a one-week period. Incremental backups are also done weekly and stored for two months. There are bi-monthly backups that are stored for 2 years. There is a full backup of the systems twice per year. (We need to look at this with the upgrade of the current servers.)~~
- e. CPT will monitor the network and facility infrastructure to prevent unscheduled server downtime and over subscription according to CPT specifications. CPT agrees to maintain an automatic monitoring system to test the servers every sixty (60) seconds and to make this system available to the Participating Agency at all times.
- f. File backups and system maintenance will be scheduled during the night unless otherwise required.

- 11. **SLA Management Process** - The Software Committee will review service level related issues, procedure changes, performance statistics, traction logs, and other details as related to the provisioning service.

Attachment A System Prices

System	Conversion	Purchase	Installation Cost*
iSeries Hosting Set-up	N/A	N/A	\$3,000
Hourly Rates			
	2024	2025	2026
Program Specialist	\$135	\$140	\$145
Support Specialist	\$115	\$120	\$125

❖ Installation does not include mileage, meals, or lodging.

Attachment B Flat Fee Schedule Monthly Maintenance Fee

System	2024	2025	2026
iSeries Hosting - dedicated LPAR	\$1,288	\$1,326	\$1,365
iSeries Hosting – non-dedicated LPAR	\$773	\$796	\$820
iSeries Hosting – Agency in Hosted County	\$464	\$477	\$492



**COUNTIES PROVIDING TECHNOLOGY
509 ATLANTIC AVE
MORRIS, MN
320-349-0451**

**ERIC PILGRIM
ARVIG SECURITY
PERHAM, MN
218-346-8190**

We are pleased to present the following proposal for your consideration.

ICT "WEB BASED" ACCESS CONTROL SYSTEM

- 1 – ICT PROTÉGÉ WX
- 1 – ICT ENCLOSER WITH POWER SUPPLY
- 1 – ICT MAIN CONTROLLER PANEL
- 1 – ICT PROTÉGÉ MOBILE APP
- 5 – HID CARD READERS
- 2 – PUSH TO EXIT BUTTONS
- 2 – REQUEST TO EXITS MOTIONS
- 5 – DOOR CONTACTS
- 2 – DOOR RELAY
- 3 – RECESSED DOOR STRIKES
- 2 – MAG LOCKS
- 1 – PLENUM CABLE & SUPPLIES
- 1 – INSTALLATION OF THE ABOVE PRODUCT AND SOFTWARE
- 1 – TRAINING OF SYSTEM, TESTING OF SYSTEM

INSTALLED PRICE FOR COMPLETE ACCESS CONTROL SYSTEM: \$14,150.00

*****OPTION TO INSTALL TWO CRASH BARS AT EACH EXIT DOOR: ADD \$980.00**

*****OPTION TO INSTALL TWO ELECTRIFIED CRASH BARS AT EACH EXIT DOOR:
ADD \$1,150.00**



WORK TO BE PERFORMED

ARVIG SECURITY WILL BE INSTALLING AN ACCESS CONTROL SYSTEM. THERE WILL BE FIVE POINTS OF ENTRY. THE EQUIPMENT WILL BE PROGRAMMED INTO THE ICT ACCESS CONTROL SOFTWARE.

NOTE

- NO ELECTRICAL WORK IS INCLUDED IN THIS PROPOSAL. (This may be an issue with the electrified crash bars.)
- OPTIONAL & ADDITIONAL WORK WILL BE BILLED ON A PER HOUR/TRIP BASIS. THOSE SERVICES OUTSIDE THE SCOPE OF THIS PROJECT WILL BE BILLABLE AT \$95.00 PER HOUR
- ELECTRICIANS WILL BE RESPONSIBLE FOR ALL CONDUIT, BACKBOXES, SLEEVES INTO EACH ROOM, CABLE TRAY, ALL GROUNDING IN DATA CLOSET, PLYWOOD IN DATA CLOSET, ANY HIGH VOLTAGE REQUIREMENTS, AND FIRE-RATED PATHWAYS.

Payment Terms are Net 30 days – (We accept Master Card/Visa)
The above pricing does not include applicable sales tax.

Accepted by _____ Date _____



**COUNTIES PROVIDING TECHNOLOGY
509 ATLANTIC AVE
MORRIS, MN
320-349-0451**

**ERIC PILGRIM
ARVIG SECURITY
PERHAM, MN
218-346-8190**

We are pleased to present the following proposal for your consideration.

IP VIDEO MONITORING SYSTEM

- 3 - HANWHA, INDOOR, IP, H.264, HD 4.0 MEGA PIXEL, DOME CAMERAS, BUILT IN IR ILLUMINATION, DAY/NIGHT, WDR, VIDEO MOTION DETECTION, 2688 X 1520 RESOLUTION, FIXED 2.8 MM LENS, POE SUPPORTED
- 1 – HANWHA NVR, HARD DRIVE STORAGE 2.0 TB, POE SWITCH BUILT IN, CAPABLE OF UP TO 8 IP CAMERAS, INCLUDES IPAD, IPHONE & DROID APPS AXIS CLIENT AND SERVER SOFTWARE
- 1 – CABLE & SUPPLIES
- 1 – INSTALLATION OF THE HARD DRIVE, SERVER, CAMERAS, AND SOFTWARE
- 1 – TRAINING OF SYSTEM, TESTING OF SYSTEM, REMOTE VIEWING/NETWORKING

INSTALLED PRICE FOR COMPLETE SYSTEM: \$2,590.00

*****OPTION TO ADD TWO OUTDOOR BULLET CAMERAS: ADD \$790.00**

DETAILS

- A NVR SERVER WILL BE INSTALLED ALONG WITH THREE CAMERAS
- **NO ELECTRICAL WORK IS INCLUDED IN THIS PROPOSAL.**
- OPTIONAL & ADDITIONAL WORK WILL BE BILLED ON A PER HOUR/TRIP BASIS. THOSE SERVICES OUTSIDE THE SCOPE OF THIS PROJECT WILL BE BILLABLE AT \$95.00 PER HOUR

This proposal is good for 30 days.

Payment Terms are Net 30 days – (We accept Master Card/Visa)

The above pricing does not include applicable sales tax.

Accepted by _____ Date _____



CPT Personnel Committee

BOARD UPDATE: May 22nd, 2023

May 9, 2023 at 2pm: Zoom

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

Unable to attend: Karen Ahmann, Joe Drietz, Troy Johnson

Updates and Discussions:

- The committee was updated on North Dakota. One of the biggest issues for ND is the ending date which they would like to be later. Joel will send the Executive Committee the letters and emails from ND counties so they are informed of their concerns.
- There is now one staff who has started the RPG class at a cost of \$3300.
- The committee was updated on the Software Developer hiring. There have been no applications received at this time through the CPT website but the closing date is not until 5/19/23.
- The committee was updated that Bob, Mike and Joel have met with Gwen twice to discuss CPT and her expectations along with answering any questions. The committee is recommending that Gwen be hired as a Software Developer 2 at the top of the scale plus \$1236 and placed at the vacation accrual where she left at. She would not be able to start till in June if her hiring is approved.
- The committee was updated on the CLA Security Assessment. The committee approves the purchase of Tandem for policies and trainings at an annual subscription cost of \$895 and a one-time set up cost of \$350. This would help us address the numerous policies and procedures along with training that were recommended from the audit.
- The committee is ok with the proposed Intellectual Property Policy as presented and did not feel it needed to go to the attorney for review. The Software Committee will discuss this on Thursday and then it will go on to the Executive Committee.
- The committee was updated on the Hosting Contract. Matt Anderson and Dave Purscell have been sent it one more time for their review which will then go to the Software Committee. The goal is to have this approved at the board meeting in May then finalized.

Section 13. Intellectual Property Policy

13.A. Purpose

CPT owns, controls and manages all intellectual property (IP) that is created and acquired.

All employees and stockholders have a responsibility to properly identify, attribute and preserve the IP of CPT. It should be managed professionally, protected and shared appropriately.

13.B. Scope

This policy applies to all CPT employees. This policy also applies to agencies, counties contractors, vendors, service providers, agents, consultants and guests as applicable.

13.C. Policy

CPT employees must protect CPT's intellectual property from falling into unauthorized hands or being disclosed to other parties without its knowledge or permission. Employees must keep all intellectual property secure and not access, copy, or disclose to anyone without proper authority.

Employees must not misuse confidential information or intellectual property, and must maintain the integrity and security of any CPT documents or information for which they are responsible.

All inventions, discoveries and improvements, including software, which may be conceived or made by the employee (whether alone or not) during the period of employment, developed in CPT time or which is or maybe related to the CPT's business will remain the property of CPT. For this purpose:

- The employee will assign to CPT:
 - o All inventions, discoveries and novel designs, whether or not registrable as designs under the Designs Act 2003, patents under the Patents Act 1990 and trademarks under the Trade Marks Act 1995; and
 - o the entire copyright in all works, including but not limited to all literary and other works as defined in the Copyright Act 1968 whether created by the employee as a result of and in the course of their employment, either solely or jointly with others.
- An assignment under clause (a) will not restrict the employee's right to utilize the general expertise and knowledge accumulated by the employee in the performance of their services and the employee is entitled to use routine procedures developed by the employee in the performance of those services, but the employee may not make reproduction or substantial reproduction of any of the intellectual property assigned without the written authorization of CPT.
- Where the employee makes any patentable process or article as a result of and in the course of the performance of their services, the patent will be owned by CPT.
- The employee is not to disclose or use without authorization the intellectual property of CPT including: the exclusive right to use trademark(s), service mark(s), business

plan(s), software copyrights, teaching materials, and research reports of special projects, miscellaneous copyright and all other intellectual property, which belongs to CPT according to the law.

- If there are any doubts about any issue relating to intellectual property or confidential information, consult the Executive Director. CPT considers failure to comply with the terms of this policy as a fundamental breach of the employment, which may lead to termination.

Further, during or after the employment, an employee will at the request of CPT:

- do anything necessary, including executing any documents, to assign or transfer any rights to any such Intellectual Property to CPT or any other person that CPT may nominate; and
- at CPT 's expense takes any or all steps necessary to protect or allow CPT to protect or exploit any such Intellectual Property.

All Documents created by the employee pursuant or incidental to the employee's employment (including all copies thereof, whether or not made by the employee) will be owned by CPT. The employee will, on demand by CPT, deliver CPT all such Documents within their possession, power, custody or control.

The employee will consent to CPT or its nominee doing or omitting to do any act, which would otherwise constitute an infringement of the employee's moral rights in any Intellectual Property created by or contributed to by the employee pursuant or incidental to the employee's employment by CPT including, but not limited to:

- Exercising an exclusive right without attributing authorship to the employee;
- Commercializing Intellectual Property without attributing authorship to the employee;
- or
- Subjecting any Intellectual Property to derogatory treatment.

Disciplinary action up to and including termination of employment/services may result from any breach of this policy.

INTELLECTUAL PROPERTY OWNERSHIP ACKNOWLEDGMENT

The undersigned acknowledges and agrees as follows:

CPT employees must protect CPT's intellectual property from falling into unauthorized hands or being disclosed to other parties without its knowledge or permission. Employees must keep all intellectual property secure and not access, copy, or disclose to anyone without proper authority.

Employees must not misuse confidential information or intellectual property, and must maintain the integrity and security of any CPT documents or information for which they are responsible.

All inventions, discoveries and improvements, including software, which may be conceived or made by the employee (whether alone or not) during the period of employment, developed in CPT time or which is or maybe related to the CPT's business will remain the property of CPT.

All Documents created by the employee pursuant or incidental to the employee's employment (including all copies thereof, whether or not made by the employee) will be owned by CPT. The employee will, on demand by CPT, deliver CPT all such Documents within their possession, power, custody or control.

Disciplinary action up to and including termination of employment/services may result from any breach of Intellectual Property Policy as defined in Section 13 of the Personnel Policy.

Signature

Date

Name _____

Address _____



Software Committee

Board Update: May 22, 2023 Meeting

Thursday, May 11, 2023 at 2:00 pm: Zoom

Attendees: Michelle Knutson, Janel Timm, Vicki Knobloch Kletscher, Victoria Townsend, Chris Pelzer, Andrew Letson, Joel Flaten, and Mike Koehler

Unable to attend:

Updates and Discussions:

- The committee was updated on the progress of tax programs by Trisha Bartels. It was brought to the committee to look at the how the screens are currently being done and the request to make them look the same as the green screen. The committee was unanimous that the current screens should be the model going forward and not the green screens. They were also in agreement to restart user group meetings to get input as the tax rewrite progresses. The goal is to form a group of up to eight representatives and have short meetings more frequently. The Committee and CPT will work on identifying members of the user group.
- The committee reviewed the Personnel Committee Update from 5/9/23 which included their recommendation to hire back Gwen Gillespie.
- The committee was updated on ND and their responses to the discontinuation of CPT services in which their main concern is the 12/31/24 ending date. The committee was asked for their recommendation on if the proposed rate increases for ND should go into effect or keep them as is because of the ending of services. The committee was unanimous in recommending keeping the proposed rate increases.
- The committee continued its discussion on Cash Drawer along with if Cash Register should be discontinued at the end of 2024. Janel and Michelle will continue to encourage and work with the counties on transitioning to Cash Drawer instead of having a formal sunset. Their next meeting with users is June 1st.
- The committee reviewed the hosting agreement with the proposed changes and would recommend it for approval.
- The committee reviewed the proposed changes to the system prices which increased the Payroll Web Access and added CAMA Mobile which was missed. They would also recommend the removal of Cash Register and Treasurer Financial as these would be at a phase out stage.
- The committee reviewed the proposed Intellectual Property Policy and had no suggested changes.
- The committee was updated on the situation with iText Software and their request for payment back to 2017. It is currently being reviewed by an attorney.
- The committee discussed and reviewed various situations in which CPT could charge for services. The committee agreed that situations that are specific to one county should be charged for such as programming to transition data to another provider. Joel will work on a formal document to present with the committee's input.
- The CLA audit was completed and sent to the committee. We are working on addressing the identified issues. The Personnel Committee approved the purchase of Tandem to address policies.
- The committee was updated that CPT is looking at a one-time purchase of Target 400 to help with the conversion of RPG 36 to LE which should help the developers to better understand the programs.
- The committee was informed that CPT is working at getting pricing for new servers in 2024 along with addressing redundancy.
- The committee will meet again on June 8th at 2pm via Zoom.