

Wabasha County
Board of Commissioners
Meeting Agenda
March 28, 2017
9:00 a.m.

Agenda Item:

- 1.0 **Call to Order**
 - Please be respectful and turn off all cell phones and pagers during the Board meeting.
 - 2.0 **Pledge of Allegiance**
 - 3.0 **Roll Call** (Goihl, Hall, Key, Springer, Wobbe)
 - 4.0 **Approve Agenda**
 - 5.0 **Staff Updates**
 - 6.0 **Administrator Update**
 - 7.0 **Citizen Involvement** MS13D.01. subd 6

Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.
 - 8.0 **Public Forum**
 - Sign-up for the public forum will be done prior to the beginning of the meeting.
 - No personal attacks to persons present or not.
 - No inflammatory language used during time that you have the platform.
 - Thank you for participating in County government.
 - 9.0 **Consent Agenda**

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.
- A. Minutes: March 21, 2017
 - B. Claims
 - C. Meal Vouchers
 - D. Per Diems
 - E. Southeast Minnesota Regional Economic Development Study (2017-062)
 - F. Extension: Appoint Extension Committee Member - Sharleen Klennert (2017-063)
 - 10.0 **Action/Discussion Items**
 - A. Presentation: Bear Valley Watershed
 - B. Attorney: Authorization to Maintain Access to Electronically Filed Court Documents (2017-064)
 - C. Assessor: Authorization for Assessor's Office Appraisers to Temporarily Work up to 40 Hours (2017-065)
 - D. Zoning: Agricultural Buffer Enforcement (2017-066)
 - 11.0 **Commissioner Reports**
 - 12.0 **Board Concerns**
- Closed Session: Discussion of Pending Litigation – Salary Appeals (9:30 conference call) (2017-067)
- 13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, MARCH 21, 2017

The Board of County Commissioners of Wabasha County, Minnesota, convened in Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, March 21, 2017 at 9:00 a.m.

03/21/17

The meeting was called to order by Board Chairperson Key.

CALL TO ORDER

The following Commissioners were present: Goihl, Hall, Key, Springer, Wobbe

ROLL CALL

SPRINGER-HALL

Motion to approve the agenda

APPROVE AGENDA

Adopted Unanimously

Staff Updates

Denise Anderson, A/T and Penny Schmidt, Assessor: 2016 Property Tax Status Report Update
Administrator Updates

STAFF UPDATES
ADMINISTRATOR
UPDATES

Public Forum Comments:

Duane Schulz, Ditch drainage and property easement

PUBLIC FORUM

SPRINGER-WOBBE

Motion to approve the consent agenda including the following:

Minutes: March 7, 2017

Claims

Meal Vouchers

Per Diems

Donations: Approve and Accept \$250 donation on behalf of the Veterans Services Office

- Mr. and Mrs. Arthur Squires

APPROVE
CONSENT
AGENDA

Resolution No: 2017-057

Purchase 2017 Ford Fusion and Dispose of 2007 Ford Taurus

Whereas, currently the County has budgeted \$25,000 to replace a pool car for the upcoming year; and

Whereas, in reviewing bid prices it is recommended that the County purchase a Ford Fusion from Tom Heffernan Ford for \$17,257.72; and,

Whereas, with the purchase of the above referenced vehicle the County would no longer need the pool car described as a 2007 Ford Taurus;

Now Therefore be it Resolved that the Wabasha County Board of Commissioners: that the County Administrator is authorized to purchase a Ford Fusion from Tom Heffernan ford in the amount of \$17,257.72 plus any other incidental costs associated with acquiring the vehicle. Additionally, the County Administrator is authorized to dispose of the 2007 Ford Taurus (VIN: IFAFP53U27A187480). Any remaining funds in the pool car allowance, and any proceeds from the disposition of the 2007 Ford Taurus, shall be carried over to the next budget year in the same pool car fund.

Adopted Unanimously

Presentation: Life Saving Award presented to Greg Schneider

RES 2017-057:
APPROVAL TO
DISPOSE 2007
FORD TAURUS
AND PURCHASE
2017 FORD
FUSION

PRESENTATION:
LIFE SAVING
AWARD

SPRINGER-WOBBE

Resolution No.: 2017-058

Resolution authorizing Alma Tower Radio Equipment Upgrade
and authorization for Auditor's Warrant

RES 2017-058:
APPROVE
ALMA TOWER
RADIO

Whereas, the 800 MHz radio equipment on the Alma Tower needs to be upgraded; and

Whereas, numerous attempts at placing this upgrade in the budget has previously failed; and

Whereas, the county receives grant funding from Xcel Energy for the Prairie Island Nuclear Generating Plant Reception Center in Wabasha, through the State of Minnesota; and

Whereas, since the Reception Center in Wabasha is highly dependent on reliable 800 MHz radio communications equipment, the State of Minnesota has authorized Wabasha County to use the Reception Center grant funds to upgrade the radio equipment on the Alma Tower; and

Whereas, the project will be billed in two separate invoices, the Sheriff requests approval for the Auditor’s Office to draft separate Auditor’s Warrants not to exceed the full amount of \$77,000.00 once the invoices are received.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that the invoices for the radio equipment upgrade be paid from Reception Center grant funds.

Be it further Resolved by the Wabasha County Board of Commissioners that: the Auditor’s Office is hereby authorized to cut Auditor’s Warrants not to exceed the amount of \$77,000.00 to the respective vendors once the invoices are received.

Adopted Unanimously

SPRINGER-WOBBE

Resolution No: 2017-059

Impound Lot Funds

RES 2017-059:
APPROVE
ADDITIONAL
USES OF
IMPOUND LOT
FEES

Whereas, on April 21, 2009, the County Board authorized Resolution #2009-069 regarding the Wabasha County Sheriff’s Office request to set up a fund for an Impound Lot at the Criminal Justice Center; and,

Whereas, the fund was set up to help offset costs for upkeep and maintenance of the lot; and,

Whereas, any remaining funds would be used toward a future storage building on this same lot.

Whereas, it is now requested that this fund also be utilized to for any vehicle expenses that the sheriff’s office may incur;

Now Therefore be it Resolved that the Wabasha County Board of Commissioners hereby: approves revising Resolution #2009-069 to include authorizing this fund to be used for sheriff’s office vehicle expenses in addition to the upkeep and maintenance of the lot.

3-2 Nay: Goihl, Hall

SPRINGER-WOBBE

Resolution No.: 2017-060

Purchase of Interactive Board for EOC

RES 2017-060:
APPROVE
PURCHASE OF
INTERACTIVE
BOARD OF EOC

Whereas, Wabasha County is in the 50 mile ingestion pathway of the Prairie Island Nuclear Generating Plant in Red Wing, MN; and

Whereas, the State of Minnesota has provided Wabasha County with a \$6,000, non-matching, Radiological Emergency Preparedness Grant to purchase equipment to enhance response to an incident; and

Whereas, Emergency Management is interested in purchasing an Interactive Board for the Emergency Operations Center; since the EOC is also the Training Room, that equipment could be used for training or meetings.

Now, Therefore be it Resolved by the Wabasha County Board of Commissioners to approve the purchase of an Interactive Board with the Radiological Emergency Preparedness Grant.

Adopted Unanimously

Hall/Springer to go into a closed session.

Resolution No.: 2017-061

Labor Negotiation Strategy

RES 2017-061:
APPROVAL TO
GO INTO
CLOSED
SESSION

Whereas, Minn. Stat. §13D.01 subd. 1(a) permits closing a County Board meeting for the purposes of discussing labor negotiation strategy;

Whereas, the County Board desires to consult with its attorney regarding the best course of action to take during the upcoming labor negotiations;

Whereas, it is not possible to fully discuss strategy and the options available to the County in a public meeting that may be attended by the opposing party;

Whereas, without such a meeting the County will have to make decisions without the full benefit of consultation with counsel, and is concerned that in such a situation, it could make poor or uninformed decisions, exposing the County and its taxpayers to liabilities and costs that could be avoided by fully informed decision making available only in a closed session with counsel;

Whereas, certain phases of the negotiation strategy may be impaired if every discussion is available for the benefit of opposing parties;

Whereas, the County Board wishes to meet with its attorney to discuss the pros and cons, and strategy regarding the labor negotiations, and finds that such a discussion cannot be had in public session;

Whereas, based upon the foregoing the Board finds there is an absolute need for confidentiality of this matter;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that a closed meeting of the County Board addressing the labor negotiation strategy will be held with the County Attorney and other County staff. No subject matter other than the foregoing shall be discussed at said meeting.

COMMISSIONER
REPORTS

Adopted Unanimously

BOARD
CONCERNS

SPRINGER-HALL

Motion to recess to the Honeywell Facilities Walkthrough

ADJOURN

Adopted Unanimously

BOARD OF COUNTY COMMISSIONERS

WABASHA COUNTY, MINNESOTA

BY: _____
Board Chair, Cheryl Key

ATTEST:

BY: _____
Michael P. Plante, County Administrator

SE MN Regional Economic Development Study

Southeastern Minnesota has exciting and challenging times ahead with unprecedented growth potential, and we do that without the support of a regional economic development organization such as other parts of the state have. There is no Region 10 Development Commission.

As communities throughout the eight counties of Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha, and Winona prepare to meet the needs of the projected growth in our region, planning is more important than ever before, services that the state helps finance in other regions of the state through Regional Development Commissions.

Similar to what was proposed and passed for border communities in northwestern Minnesota, the SEMLM proposes the state fund an economic development study to encourage and inform community planning efforts, including such things as engineering studies, housing studies, upgrading infrastructure, and other preparations. The funding pass-through agent for this project would be Community and Economic Development Associates (CEDA), whose home office is located in Chatfield, Minnesota. CEDA has the appropriate certification and authority to handle the funds, and will add their technical expertise to the project through the RFP and review process.

The SEMLM proposes that \$275,000 in fiscal year 2017 is appropriated from the general fund to CEDA, in consultation with the commissioner of revenue, to finance a study and analysis of the effects of current and projected economic growth in the southeastern region of Minnesota. This would be a onetime appropriation available until June 30, 2020.

The study and analysis must address:

- (1) current and projected economic, fiscal, and demographic effects and issues;
- (2) direct and indirect costs and benefits;
- (3) positive and negative effects, including those upon workforce, taxation, and transportation; and
- (4) economic challenges and opportunities for economic growth or diversification.

The study must be objective, evidence-based, and designed to produce empirical data. Study data must be utilized to formulate policy recommendations on how the state, the southeastern region of the state, and cities in southeast Minnesota may respond to the challenges and opportunities for economic growth and financial investment that may be derived from the projected regional economic changes.

The study and analysis must be conducted by an independent entity with demonstrated knowledge in the following areas:

- (1) the economy and demography of Minnesota;
- (2) the medical and technology fields of southeast Minnesota; and
- (3) technologies, markets, and other factors that have an impact on current and future economic growth in the region; and
- (4) the transportation, housing, and current infrastructure of southeast Minnesota.

CEDA shall report on the findings and recommendations of the study to the committees of the House of Representatives and Senate having jurisdiction over economic development and workforce issues by February 15, 2019. All results and information gathered from the study shall be made available for use by cities in southeast Minnesota by March 15, 2019.

SE MN Regional Economic Development Study Bill

What it is ...

- An economic development tool to help communities plan for growth and maximize the opportunities for their businesses and residents.
- A forecasting tool to project changing needs for city infrastructure and services.
- A tool that will provide substantial and useable information geared specifically toward the communities in southeast Minnesota, especially in the counties of Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha, and Winona, with additional usefulness to communities adjacent to these areas in Minnesota.
- A study that will have local oversight to keep the focus on southeast Minnesota with Community and Economic Development Associates (CEDA) as the pass-through agent, located in Chatfield, Minnesota. CEDA has the appropriate state certification and authority to handle the funds, and will add their technical expertise to the project through the RFP and review process. DEED has recommended this local oversight.
- A tool for cities of all sizes, from our small towns to our largest member cities of Winona, Austin, and Rochester. SE MN has over 70 cities in the eight-county area, with 61 of them as members of the SEMLM.

What it is NOT ...

- It is not just an inventory of current assets. Our communities have been very specific about wanting a forward looking end product, not a static picture.
- It is not meant to sit on the shelf. As a forecast, this tool will inform a variety of community decisions and planning steps, such as roads and streets, water/sewer needs, housing development and placement, types of city services to expand or decrease, types of business needs that should be anticipated to foster more jobs. This study is intended to create useful information for cities to plan efficiently and effectively.
- It is not a duplication of city studies in the region. Cities are not financially able to conduct such a study for their own community, and even if they were, this regional approach would be far more efficient and economical than each city having a study done.
- It is not a duplication of efforts by other entities, such as a Regional Development Commission (RDC), SMIF, or any other entity. There is no RDC for Region 10, and neither SMIF nor any other similar organizations have forecast information for our region as what is proposed for this study.

Wabasha County Board of Commissioners

Resolution Number: 2017-062

Resolution in Support of Southeast Minnesota Regional Economic Development Study

WHEREAS, southeast Minnesota faces unprecedented economic growth in the coming years from a variety of sources and projects.

WHEREAS, the Southeastern Minnesota League of Municipalities (SEMLM) is working with legislators in our region on behalf of 61 SEMLM cities to provide our communities with needed economic development information as they plan to address the changes coming to our region.

WHEREAS, without a Regional Development Commission, our part of the state lacks the same level of regional economic development support as seen in the rest of the state.

WHEREAS, the SEMLM has put this proposal forward to create a forecasting tool for communities.

WHEREAS, while geared for cities in our region, it will produce useful information for our counties and townships, too.

WHEREAS, the SEMLM seeks county support of the Southeast Minnesota Regional Economic Study Bill for the planning data it will generate for entities throughout the eight county area.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF Wabasha, MINNESOTA, AS FOLLOWS: The Wabasha County Board of Commissioners asks the Minnesota State Legislature to fund the Southeast Minnesota Regional Economic Study.

Adopted this 28th day of March, 2017 by the Wabasha County Board of Commissioners.

By: _____
Wabasha County Board Chair

Attest:

By: _____
Wabasha County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 F

Date:

March 28, 2017

Agenda Item:

Appoint Extension Committee Member - Sharleen Klennert

Requested Action:

Fiscal Impact:

Background/Recommendation:

Wabasha County delivers Extension programming throughout the County. One of the goals of the statewide Extension program is to create a stronger Minnesota through education and research. On the local level, the objective is to identify what the community's needs are and to find the resources to address them.

To deliver the services that support that mission, the County contracts with the University of Minnesota ("U of M") who in turn provides a Program Coordinator to oversee the programming. To oversee the goals of the programming and the performance of the Coordinator, the County has established an Extension Committee. The County Extension Committee consists of nine members, including two members of the County Board, the County Auditor and six county residents.

The County Extension Committee is authorized by Minnesota Statute to discern the particular needs of the county and to implement a program fulfilling the goals of the people of the County and of the Minnesota Agricultural Extension Service. County Extension work includes educational programs and services provided by Extension agents in the areas of agriculture, economic and human development, community leadership, and environment and natural resources.

Currently there is are two vacancies on the committee. An appointment is being sought to fill one of those vacancies with another appointment being envisioned in the near future. The term of the appointment for Ms. Sharleen Klennert will be for three years.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

Wabasha County Board of Commissioners

Resolution No: 2017-063

Appoint Extension Committee Member - Sharleen Klennert

WHEREAS, Wabasha County delivers Extension programming throughout the County. One of the goals of the statewide Extension program is to create a stronger Minnesota through education and research.; and

WHEREAS, To oversee the goals of the programming and the performance of the Coordinator, the County has established an Extension Committee. The County Extension Committee consists of nine members, including two members of the County Board, the County Auditor and six county residents.; and

WHEREAS, Currently there is a vacancy on the committee. An appointment is being sought to fill that vacancy. The applications were received to fill the vacancy. The term of the appointment will be for three years.; and

Now Therefore Be It Resolved by the Wabasha County Board of Commissioners appoints Sharleen Klennert to the Wabasha County Extension Committee for a three year term which would expire on December 31, 2019.

Adopted this 28th day of March, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Wabasha County Board Chair

Attest:

By: _____
Michael Plante, Wabasha County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 B

Date:

March 28, 2017

Agenda Item:

Authorization to maintain access to electronically filed court documents, including eCharging, the Board must execute the Subscriber Agreement and Joint Powers Agreement with the State of Minnesota.

Requested Action:

Allow staff in the Wabasha County Attorney's Office to continue to access court data through a system managed by the Bureau of Criminal Apprehension

Fiscal Impact:

None

Background/Recommendation:

The State of Minnesota has moved to an electronic court record. County departments, including the County Attorney's Office, can access documents filed with court administrations across the state for the purpose of providing more efficient performance of governmental duties. The Subscriber Agreement and Joint Powers Agreement must be updated each year and will allow County Attorney staff continued access to this information. It is recommended that the Board execute both documents.

Action:

Motion by:_____

Second by:_____

Vote Aye:_____

Vote Nay:_____

No action required:_____

Wabasha County Board of Commissioners

Resolution Number: 2017-064

Authorization to maintain access to electronically filed court documents

Whereas, the Wabasha County Attorney's Office utilizes eCharging to file criminal charges and the Minnesota Government Access website to view and print court filings across the state of Minnesota.

Whereas, the Wabasha County Attorney's Office is required to use this system.

Whereas, in order to maintain access to this system, the Board must execute the Subscriber Agreement and Joint Powers Agreement with the State of Minnesota via the Bureau of Criminal Apprehension.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners hereby authorizes execution of the Subscriber Agreement and Joint Powers Agreement with the Bureau of Criminal Apprehension.

Adopted this 28 day of March, 2017 by the Wabasha County Board of Commissioners.

By: _____
Wabasha County Board Chair

Attest:

By: _____
Wabasha County Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Wabasha on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

1.1 Effective date: This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration date: This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Karrie Sierp Kelly, County Attorney, 848 17th Street E, Suite 6, Wabasha, MN 55981, (651) 565-3064, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 122218, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 C

Date:
March 28, 2017

Agenda Item:
Authorization for Assessor's Office Appraisers to Temporarily Work up to 40 Hours

Requested Action:

Fiscal Impact:

The potential for an additional 2.5 hours per staff member who agrees to the additional hours.

Background/Recommendation:

The Assessor's Office has expressed the need to have staff work up to 40 hours due to staff turnover and to catch up with quintile work. Under the terms of our collective bargaining agreement the County and staff have the ability to agree to a flexible schedule of hours other than what is defined as a "normal workweek" under our contract. This agreement would allow interested appraisers to work up to 40 hours per week and be paid at straight time. This Agreement would remain in place unless cancelled by the County Administrator or the Employee who is a party to this agreement.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No: 2017-065

Authorization for Assessor's Office Appraisers to Temporarily Work up to 40 Hours

Whereas, The Assessor's Office has expressed the need to have staff work up to 40 hours due to staff turnover and to catch up with quintile work; and

Whereas, Under the terms of our collective bargaining agreement the County and staff have the ability to agree to a flexible schedule of hours other than what is defined as a "normal workweek" under our contract.; and,

Whereas, This agreement would allow interested appraisers to work up to 40 hours per week and be paid at straight time;

Now Therefore be it Resolved that the Wabasha County Board of Commissioners: that the Board Chair and County Administrator is authorized to execute written "Memorandums of Agreement" with interested Appraiser personnel in the Assessor's Office to work up to 40 hours per week and to be paid at straight time for the referenced work.

Adopted this 28th day of March, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key, Wabasha County Board Chair

Attest:

By: _____
Michael Plante, Wabasha County Administrator

Board of Commissioners Wabasha County

Agenda Item Number: 10.0 D

Date:

March 28, 2017

Agenda Item:

Agricultural Buffer Enforcement

Requested Action:

To discuss agricultural buffers and to adopt a resolution to defer enforcement.

Fiscal Impact:

None

Background/Recommendation:

In June of 2015, Governor Mark Dayton signed into law a new buffer initiative aimed at enhancing protection of Minnesota's waters. In 2016 the law was amended, but essentially the requirement for riparian buffers in agricultural areas remained the same. Part of the initiative provided for the Minnesota Board of Soil and Water Resources to enforce the agricultural buffer law unless a county or watershed district elected to assume enforcement. It is the recommendation of the Wabasha County Zoning Administrator that Wabasha County not assume the duty of enforcing the agricultural buffer standard, but to instead have the Minnesota Board of Soil and Water Resources to enforce the standard in the County.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

No action required: _____

Wabasha County Board of Commissioners

Resolution Number: 2017-066

Enforcement of Agricultural Buffer Provisions

WHEREAS, Chapter 103F.48, Subd. 3 Minn. Stats. and Minnesota Administrative Rules Chapter 6120.3300, Subp. 7 establish an agricultural buffer requirement for areas adjacent to certain bodies of water in the state; and

WHEREAS, In June of 2015, Governor Mark Dayton signed into law a new buffer initiative aimed at enhancing protection of Minnesota's waters through the enforcement of the agricultural buffer provisions; and

WHEREAS, Wabasha County must provide notification to the Board of Soil and Water Resources by March 31, 2017 if they wish to implement enforcement of the agricultural buffer provisions at the local level.

NOW THEREFORE BE IT RESOLVED, the Wabasha County Board of Commissioners confirms that they do not wish to enforce the agricultural buffer provisions and defers such enforcement to the Minnesota Board of Soil and Water Resources:

Adopted this 28th day of March, 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator

Board of Commissioners Wabasha County

Date: March 28, 2017

Agenda Item:

Closed Session: Discussion of Pending Litigation – Salary Appeals (9:30 conference call)

Requested Action:

Closed meeting to discuss pending litigation.

Fiscal Impact:

Background/Recommendation:

The Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney, Auditor-Treasurer, Recorder and Sheriff. That process was completed on November 22, 2016 for 2017. On December 1, 2016 the County was notified via e-filing that the County Auditor-Treasurer and County Attorney were appealing those determinations. Since that time an evidentiary hearing has been held in regards to the County Attorney appeal and an evidentiary hearing is scheduled for April 7, 2017 regarding the Auditor/Treasurer appeal. This closed session would be to discuss the pending litigation with retained counsel Ann Goering who will attend via a conference call.

Action:

Motion by: _____

Second by: _____

Vote Aye: _____

Vote Nay: _____

Wabasha County Board of Commissioners

Resolution No.: 2017-067

A Resolution Setting Forth Findings In Support of a Closed Meeting – Pending Litigation – Salary Appeal of the County Auditor / Treasurer and County Attorney

Whereas, The Wabasha County Board is statutorily required to annually set the salary of the Wabasha County Attorney, Auditor-Treasurer, Recorder and Sheriff. That process was completed on November 22, 2016 for 2017.

Whereas, On December 1, 2016 the County was notified via e-filing that the County Auditor-Treasurer and County Attorney were appealing those determinations.

Whereas, since that time the County has retained the law firm of Ratwik, Roszak, and Maloney to defend the County in that litigation .

Whereas, Minn. Stat. §13D.05 subd. 3(b) permits closing a meeting if such closure is permitted by the attorney-client privilege;

Whereas, the County Board desires to consult with its attorney regarding a the referenced litigation;

Whereas, it is not possible to fully discuss strategy and the options available to the county in a public meeting;

Whereas, certain phases of the litigation strategy may be impaired if every discussion is available for the benefit of opposing parties;

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, a closed meeting of the Wabasha County Board addressing the above referenced appeals will be held with the Board's counsel, Ann Goering. No subject matter other than the foregoing shall be discussed at said meeting.

Adopted this 28th day of March 2017 by the Wabasha County Board of Commissioners.

By: _____
Cheryl Key
Board Chair

Attest:

By: _____
Michael P. Plante
County Administrator