



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
January 15, 2019**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**
RE: January 8, 2019 Board Minutes and Summary Minutes
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Sue Rynda, Human Services (35 min.)**
4. **9:45 a.m. Cindy Westerhouse, Human Resources (15 min)**
5. **10:00 a.m. Brent Christian, County Attorney (10 min)**
RE: County Road 104 Right-of-Way Agreement with Charles Theis
6. **10:10 a.m. Darrell Pettis, County Administrator**
RE: EMS Invoice
RE: Future Meetings
7. **10:15 a.m. Sharon Budin, County Recorder**
8. **10:20 a.m. Commissioner Committee Reports**
9. **10:30 a.m. Bruce Kimmel, Ehlers**
RE: Bond Bid Results



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda (5 min)

RE: January 8, 2019 Board Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting January 8, 2019

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 8, 2019 at 9:30 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing, Lance Wetzel and Danny O'Keefe. Also present were Darrell Pettis and Brent Christian.

Darrell Pettis, County Administrator, called the meeting to order and called for nominations for the Chair of the 2019 Le Sueur County Board.

On motion by Rohlffing, seconded by Wetzel and unanimously approved, Commissioner King was nominated for 2019 Board Chair.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, nominations ceased and a unanimous ballot was cast for King as 2019 Board Chair.

On motion by Wetzel, seconded by O'Keefe and unanimously approved, Commissioner Gliszinski was nominated for 2019 Board Vice Chairperson.

On motion by Rohlffing, seconded by Wetzel and unanimously approved, nominations ceased and a unanimous ballot was cast for Gliszinski as 2019 Board Vice Chairperson.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the Board approved the agenda for the business of the day.

On motion by Wetzel, seconded by Rohlffing and unanimously approved, the Board approved the consent agenda:

- Approved the December 18, 2018 County Board Minutes and Summary Minutes
- Approved December 2018 Transfers:
 - #1721 Transfer 70.17 from Victim Witness to Road & Bridge (July – Nov Fuel)
 - #1722 Transfer 1,596.80 from Human Services to Road & Bridge (July – Nov Fuel)
 - #1723 Transfer 779.59 from Env Serv to Road & Bridge (July – Nov Fuel)
 - #1724 Transfer 405.61 from Ditch to Road & Bridge (D#38 survey)
 - #1725 Transfer 69,810.56 from Revenue to Road & Bridge (July – Nov Fuel: Assessor 1210.97; Emerg Manage 207.78; Parks 38,744.99; Vets 912.87; Sheriff 28,056.01; Administrator 377.42; Maint 300.52)
 - #1726 Transfer 2,673.00 from Agency to Revenue (December Landshark)
 - #1727 Transfer 43,984.25 from Env Serv to Revenue (2018 Adm fee – SW assessment)
 - #1728 Transfer 27,842.10 from Human Services to Revenue (4th Qtr Rent)
 - #1729 Transfer 18,500.00 from Agency to Revenue (2018 Gun Permit Wages)

On motion by Rohlffing, seconded by Wetzel and unanimously approved, the Board approved the cases and claims for Human Services:

Financial: \$ 27,648.66

Soc Services: \$ 95,656.41

Cindy Westerhouse, Human Resources Director came before the Board with several items for approval.

On motion by Rohlffing, seconded by O’Keefe and unanimously approved, the Board approved to grant regular status to Alisha Lager, full time Agency Social Worker in Human Services, effective December 25, 2018. Alisha has completed the six-month probationary period.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to accept the resignation from Derek Rossow, part time Correctional Officer/Dispatcher in the Sheriff’s Office, effective January 1, 2019.

On motion by O’Keefe, seconded by Rohlffing and unanimously approved, the Board approved to hire Samuel Mathis as a full time Correctional Officer in the Sheriff’s Office, Grade 6, Step 4 at \$20.86 per hour, effective January 9, 2019.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to hire a full time Deputy Sheriff in the Sheriff’s Office, Grade 10, Step 4 at \$26.33 per hour.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved to grant a personal leave request from employee 1955, effective January 1, 2019 to March 26, 2019.

On motion by O’Keefe, seconded by Wetzel and unanimously approved, the Board approved to promote Jesse Aland, full time Help Desk Technician in the Information Technology Department, Grade 8, Step 4 at \$22.88 per hour to a full time Help Desk Supervisor in the Information Technology Department, Grade 9, Step 5 at \$25.76 per hour, effective January 21, 2019.

On motion by Rohlffing, seconded by O’Keefe and unanimously approved, the Board approved to post and advertise for a full time Help Desk Technician in the Information Technology Department, Grade 8, Step 4 at \$23.45 per hour.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to rescind the resignation request from Nancy Toth, part time Homemaker in Public Health.

Jim McMillen, Maintenance Director appeared before the Board with one item for approval.

On motion by Rohlffing, seconded by Wetzel and unanimously approved, the Board approved an HVAC Tracker and Planned Service Agreement with Schwickert’s Tecta America, LLC in the amount of \$8,950.

Brett Mason, Sheriff appeared before the Board with several items for approval.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the Board approved an equipment purchase from Cellebrite in the amount of \$12,935.

The Sheriff's Office received 2 firearms quotes from:

Kiesler	\$11,509.50
Tactical Advantage	\$11,644.60

On motion by Wetzel, seconded by O'Keefe and unanimously approved, the Board approved the purchase of firearms from Kiesler in the amount of \$11,509.50

The Sheriff's Office received two holster quotes from:

Kiesler	\$2,429.83
Streicher's	\$2,242.00

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved a holster purchase from Streicher's in the amount of \$2,242.00

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved a 5 year lease to own purchase from Axon for tasers in the amount of \$26,100.00

Shayne Bender, County Assessor's Office came before the Board to review the 2018 Clerical Abatements and Additions to the Tax Rolls Annual Report.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board acknowledged receiving the 2018 Clerical Abatements and Additions to the Annual Report from the Assessor's Office.

Jeff Neisen appeared before the Board with several items for approval.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the Board approved to purchase a Mitel Software Assurance three year option from Marco in the amount of \$6,522.41

Two quotes for 2019 computers were received from:

Marco	\$93,888.56
IT Savvy	\$84,072.01

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the 2019 PC purchases from IT Savvy in the amount of \$84,072.01

Dave Scheiber appeared before the Board with noise and land use concerns.

Pam Simonette, Auditor-Treasurer appeared before the Board with several items for approval.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the request to delegate their authority to review the below listed claims before payment pursuant to

M.S. 375.18, Subd 1b. to the Le Sueur County Auditor-Treasurer. These claims shall be examined in accordance with the established internal accounting and administrative control procedures to ensure the proper disbursement of public funds.

Claims to be paid under the Statute by Auditor-Treasurers' approval includes:

- Bills that are discounted when paid in specific time period
- Utilities/Telephone/Sewer & Water
- Contract/Lease Payments
- Employee's Credit Card Reimbursements
- Class Registration/Reservations
- Dues
- Postage
- Drug Investigation Money
- Tax Settlements/Apportionments
- License Fees
- Taxes & Special Assessments
- Bond Payments
- Septic Loans

On motion by O'Keefe, seconded by Gliszinski and unanimously approved, the Board approved the following list of the dedicated reserves for Le Sueur County for 2019:

Revenue Fund	5,591,541
Road & Bridge	10,023,442
Human Services	2,736,019
Environmental	2,241,163
Victim Witness	36,337
Solid Waste	1,762,740.70 (actual)
Bond Fund	1,043,442

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved to designate the following financial institutions as depositories of funds for Le Sueur County for 2019, provided they furnish proper and sufficient collateral or surety bond, as needed for such deposits.

1. First National Bank	Le Center MN
2. First State Bank	Le Center MN
3. Frandsen Bank & Trust	Montgomery MN
4. First Farmers and Merchants Bank	Le Sueur MN
5. Cornerstone State Bank	Le Sueur MN
6. HomeTown Bank	Cleveland MN
7. Frandsen Bank & Trust	Waterville MN
8. Elysian Bank	Elysian MN
9. Wells Fargo Advisors	Minneapolis MN
10. Magic Fund	Minneapolis MN

11. State Bank of New Prague

New Prague MN

12. Cornerstone State Bank

Montgomery MN

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved the amount of interest collected on investments during the year of 2018.

Total Interest Collected in 2018: \$250,607.36

Included in the interest amount:

Collected on daily accounts \$ 47,605.55

Holly Kalbus appeared before the Board with one item for approval.

On motion by Rohlfing, seconded by O’Keefe and unanimously approved, the Board approved the use of gravel tax funds in the amount of \$650 for the Barnlund Project on West Jefferson.

Brian Kunz, A&P Senior Project Manager appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the contract with Crane Creek Asphalt for the Justice Center Project.

On motion by Rohlfing, seconded by O’Keefe and unanimously approved, the Board approved the contract with Steinbrecher Painting for the Justice Center.

At 11:00 a.m. Administrator Pettis opened and read aloud the sealed bids for the 2019 County Legal Newspaper.

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board designated the Le Sueur County News as the legal paper of the Le Sueur County Board for Financial Statements, Official Statements, Official Notices, Personal Property Lists and all legal notices required to be published in the Official Paper for the year 2019. The Board also designated the Lake Region LIFE as the second publication for the County Financial Statement for the year 2019, and accepted the legal bids for all other notices for other county newspapers, those being: New Prague Times, Lake Region Life, and Le Sueur County News, Montgomery Messenger, Elysian Enterprise.

Administrator Pettis appeared before the Board with a number of items for consideration and approval.

By consensus, the Board agreed to the following AMC Appointments:

Environment & Natural Resources Policy Committee
General Government Policy Committee
Health & Human Services Policy Committee

Steve Roling
Danny O’Keefe
John King

Commissioner Committee Reports:

Commissioner Rohlfing attended an MRCI Board meeting

Commissioner King attended a Justice Center progress meeting and a TRUE Transit Advisory Board meeting.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the following 2018 claims were approved for payment:

Warrant #	Vendor Name	Amount
52785	Ag Partners Coop	\$ 2,096.07
52800	Department of Transportation	\$ 66,000.00
52808	Jeff Gibbs	\$ 2,752.50
52809	Robert Goettl	\$ 3,575.55
52814	I & S Group Inc.	\$ 22,637.00
52816	ITsavvy LLC	\$ 7,474.00
52817	Javens Mechanical Contracting Inc.	\$ 5,878.65
52823	Le Sueur Co Soil & Water Conserv. Dist.	\$ 20,069.43
52826	M-R Sign Co. Inc.	\$ 3,115.78
52827	Marco Inc.	\$119,332.91
52835	Nuss Truck & Equipment	\$ 5,065.92
52838	Shawn Onken	\$ 15,535.52
52842	Pro-West & Assoc. Inc.	\$ 2,686.19
52846	Rinke-Noonan Law Firm	\$ 6,454.50
52851	S.E.H. Inc.	\$ 14,538.19
52852	Selly Excavating Inc.	\$ 5,500.00
52853	SHI International Corp.	\$ 29,924.88
52855	S.M.C. Co. Inc.	\$ 13,725.11
52857	State of MN	\$ 16,928.58
52878	Wornson, Goggins, Zard	\$ 2,418.00
52879	Ziegler Inc.	\$ 5,266.03
75 Claims paid less than \$2,000.00:		\$ 23,212.06
21 Claims paid more than \$2,000.00:		\$370,974.81
96 Total all claims paid:		\$394,186.87

On motion by Wetzel, seconded by O'Keefe and unanimously approved, the following 2019 claims were approved for payment:

Warrant #	Vendor Name	Amount
52908	Bolton & Menk Inc.	\$ 3,648.00

52911	Conduent Business Services LLC	\$ 6,112.78
52916	MN Counties Computers Coop	\$ 38,708.25
52917	Norchem Drug Testing	\$ 2,120.00
52918	Paragon Printing & Mailing Inc.	\$ 4,175.58
52920	Selly Excavating Inc.	\$ 2,060.00

11 Claims paid less than \$2,000.00:	\$ 5,375.41
6 Claims paid more than \$2,000.00:	\$ 56,824.61
17 Total all claims paid:	\$ 62,200.02

On motion by Wetzel, seconded by O'Keefe and unanimously approved, the Board adjourned until Tuesday January 15, 2019 at 9:00 a.m.

ATTEST: _____	_____
Le Sueur County Administrator	Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, January 8, 2019

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
- Commissioner King was nominated for 2019 Board Chair. (Rohlfing-Wetzel)
- Nominations ceased and a unanimous ballot was cast for King as 2019 Board Chair. (Gliszinski-O'Keefe)
- Commissioner Gliszinski was nominated for 2019 Board Vice Chairperson. (Wetzel-O'Keefe)
- Nominations ceased and a unanimous ballot was cast for Gliszinski as 2019 Board Vice Chairperson. (Rohlfing-Wetzel)
- Approved the agenda for the business of the day. (Gliszinski-O'Keefe)
- Approved the consent agenda. (Wetzel-Rohlfing)
- Approved regular status to Alisha Lager in Human Services. (Rohlfing-O'Keefe)
- Approved the resignation from Derek Rossow in the Sheriff's Office. (Wetzel-Gliszinski)
- Approved to hire Samuel Mathis in the Sheriff's Office. (O'Keefe-Rohlfing)
- Approved to hire a full time Deputy Sheriff in the Sheriff's Office. (Wetzel-Gliszinski)
- Approved a personal leave request from employee 1955. (Gliszinski-Rohlfing)
- Approved to promote Jesse Aland to a full time Help Desk Supervisor in the Information Technology Department. (O'Keefe-Wetzel)
- Approved to post and advertise for a full time Help Desk Technician in the Information Technology Department. (Rohlfing-O'Keefe)
- Approved to rescind the resignation request from Nancy Toth in Public Health. (Gliszinski-Wetzel)
- Approved an HVAC Tracker and Planned Service Agreement with Schwickert's Tecta America. (Rohlfing-Wetzel)
- Approved an equipment purchase from Cellebrite in the amount of \$12,935. (Gliszinski-O'Keefe)
- Approved a firearms purchase from Kiesler in the amount of \$11,509.50 (Wetzel-O'Keefe)
- Approved a holster purchase from Streicher's in the amount of \$2,242.00 (Gliszinski-Rohlfing)
- Approved a 5 year lease to own purchase from Axon for tasers in the amount of \$26,100.00 (Rohlfing-Wetzel)
- Acknowledged receiving the 2018 Clerical Abatements and Additions to the Annual Report from the Assessor's Office. (Wetzel-Rohlfing)
- Approved to purchase a Mitel Software Assurance three year option from Marco in the amount of \$6,522.41 (Gliszinski-O'Keefe)
- Approved 2019 PC purchases from IT Savvy in the amount of \$84,072.01 (Rohlfing-Gliszinski)
- Approved to delegate authority to review claims before payment pursuant to M.S. 375.18, Subd 1b. to the Le Sueur County Auditor-Treasurer. (Wetzel-Rohlfing)
- Approved the list of the dedicated reserves for Le Sueur County for 2019. (O'Keefe-Gliszinski)
- Approved to designate the financial institutions as depositories of funds for Le Sueur County for 2019. (Wetzel-Rohlfing)
- Approved the amount of interest collected on investments during the year of 2018. (Gliszinski-O'Keefe)
- Approved the use of gravel tax funds in the amount of \$650 for the Barnlund Project on West Jefferson. (Rohlfing-O'Keefe)
- Approved the contract with Crane Creek Asphalt for the Justice Center Project. (Gliszinski-Wetzel)

- Approved the contract with Steinbrecher Painting for the Justice Center Project. (Rohlfing-O'Keefe)
- Designated the Le Sueur County News as the legal paper of the Le Sueur County Board and designated the Lake Region LIFE as the second publication for the year 2019. (Wetzel-O'Keefe)
- The following 2018 claims were approved for payment: (Gliszinski-O'Keefe)

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11 Claims paid less than \$2,000.00:		\$ 5,375.41
6 Claims paid more than \$2,000.00:		\$ 56,824.61
17 Total all claims paid:		\$ 62,200.02

- Adjourned until Tuesday January 15, 2019 at 9:00 a.m. (Wetzel-O'Keefe)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 3

9:10 a.m. Sue Rynda, Human Services (35 min.)

Staff Contact:

**Human Services Board Agenda
January 15, 2019 @ 9:10 a.m.****100- INFORMATION/PRESENTATIONS:**

- 110 - January 2019 Organizational Chart
- 120 - Community Connections Project Update
- 130 - Health Plan Procurement Update - Managed Care/2020
- 140 - Legislative Updates

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - Counseling Services of Southern Minnesota Contract [Family Based Services]
- 320 - Paul Dietzman Contract [Behavioral Analyst]
- 330 - Greater Minnesota Contract [Family Based Services]
- 340 - ApplicationXtender Workflow Manager [Family Services Unit] Quote
- 350 - Commissioner's Warrants

PURCHASE OF SERVICE AGREEMENT
COUNSELING SERVICES OF SOUTHERN MINNESOTA
AND
Le SUEUR COUNTY HUMAN SERVICES DEPARTMENT

January 1, 2019 to December 31, 2019

The Le Sueur County Human Service Department, 88 South Park Avenue, Le Center, MN 56057, hereafter referred to as "Department" and Counseling Services of Southern Minnesota, hereafter referred to as "Contractor", enter into this agreement for the period from January 1, 2019 to December 31, 2019.

WITNESSETH

WHEREAS, the Contractor is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from the Contractor,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Center agree as follows:

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Contractor agrees to furnish the following:

Family Based Services –

- Diagnostic Assessment (Standard/Extended)
- Individual and Family Therapy
- Crisis Services (evening phone/day mobile)
- Individual and Family Skills
- Monthly participation at Le Sueur County meetings
- Travel time to client and county meetings
- Consultation with case managers in person and by phone
- Client No Shows

County and Insurance Funding Model. Contractor will provide 866.25 hours of family/child based services (3/4 F.T.E.). These positions are serviced by 3/4 F.T.E. Qualified Mental Health Practitioner/Unlicensed Therapist, qualified to provide mental health practitioner services under the supervision of a Licensed Mental Health Professional. Contractor will accept reimbursement as \$85.00 per hour for the Unlicensed Therapist/Practitioner. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), and commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. Diagnostic Assessments will be provided on an as needed basis at the request of the Department. Diagnostic Assessments are \$100 per unit. A unit includes one hour of direct and one hour of indirect service to the client for a Standard Diagnostic Assessment. An Extended Diagnostic Assessment will include three units of direct interview/observation and two units of

indirect service for a combined Extended DA unit price of \$400. Travel time is reimbursed at a rate of \$.82/minute.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model):

If no clients are eligible for MA/GAMC, PMAP, or commercial insurance, the total cost of the Diagnostic Assessment, Individual/Family Therapy, Crisis Services, Individual and Family Skills services would be \$74,000. Each insurance eligible client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Plan (PMAP), or commercial insurance for all direct client contact and travel time.

Number of Client Cases per ¾ FTE Caseload

Counseling Services of Southern Minnesota uses several factors to determine when a ¾ FTE has a full caseload. These include but are not limited to age of the client, ECSII/CASII score, number of family members participating in sessions, type of sessions and the intensity of services. The range would be six to fifteen cases. The Contractor requests that if more cases need referral, the Department would refer these clients to other available providers at CSSM or elsewhere or approach CSSM to amend the contract to acquire additional provider resources.

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the Contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirements to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department.

- b. Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor.

Audit and Record Disclosures:

The Contractor shall allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health to access the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services. The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

The Consultant agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Contractor will maintain all client medical records for services provided by contractor.
- All medical records will be appropriately safeguarded.
- Maintain a current accounting of disclosures and release of applicable records if requested.
- Grant authorized individual's access and ability to amend their IIHI.
- Upon termination, contractor will retain medical records in accordance with State, Federal and Payer regulations.
- Both the Department and Contractor will report any misuse of IIHI.
- Contractor will not utilize any subcontractor to provide services to clients served through this contract.

Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his/her attorney or his/her responsible guardian.

Equal Employment Opportunity and Civil Rights Clause:

The contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000d) including Executive Order NO. 11246 and Title VI (42 USC 2000c).

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunctions with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.
- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers of provision of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.
- e. No claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.

- f. In the event that there is a revision of federal regulations, which make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- g. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.

Subcontracting:

The Contractor shall not enter into subcontracts from any of the work contemplate under this agreement without written approval of the Department.

Miscellaneous:

Entire Agreement: 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 agreements presently in effect between the Contractor and any county family service department(s) relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the Contractor have executed this agreement as of the day and year first above written.

Signature _____
Tom McNeely, Executive Director
Counseling Services of Southern Minnesota

Date Signed

Signature _____
Susan Rynda, Director
Le Sueur County Human Services

Date Signed

Chairperson,
Le Sueur County Board of Commissioners

Date Signed

APPROVED AS TO FORM AND EXECUTION

County Attorney

Date Signed

An Equal Opportunity/Affirmative Action Employer

PURCHASE OF SERVICE AGREEMENT

The Le Sueur County Department of Human Services, hereafter referred to as the “Department”, and Paul J. Dietzman, M.S., Behavior Analyst, Independent Behavioral Consultant, 448 210th St. Trimont, MN 56176-1291, Phone: 507.380.2720 / fax: 507.639.3869 hereafter referred to as the “Contractor,” enter into this agreement for the period from 01-01-2019 to 12-31-2020.

In consideration of the mutual understandings and agreements set forth, the Department and Contractor agree as follows:

1. Purchase of service

The Department agrees to purchase and the Contractor agrees to furnish, on behalf of the Department for such children as the Department names in writing the following “Consulting Services”:

In-Home Behavior Analyst services which include:

Behavior Assessment and Intervention Planning [in-home/on-site observation and interview; interviews with other in-home staff or community support personnel (therapists, social workers, teachers, etc.); Functional Behavior Assessment (FBA); Behavioral Support Plan (BSP); Follow-Up];

General Consultation [Initial Home/On-Site Visit; Written Suggestions; Visit with Parents and Social Worker to Discuss Suggestions, Follow-Up];

Program Development [In-Home/On-Site Visit Including Caregiver Interview and Observations; Written Therapy Plan with Programmatic Ideas; Implementation and Data Collection Instructions Provided; Periodic Visits to Discuss/Revise Plan; Follow-Up];

Behavior Therapy: implementing a pre-existing therapy plan.

Notwithstanding anything herein to the contrary, the Department shall be responsible for (and Contractor will not provide as part of its services) obtaining all necessary consents from parents or adult children and providing all necessary notices to parents or adult children and maintaining a comprehensive file of all notices, consents, reports, plans, meeting minutes and other documentation required by applicable law. The Department agrees that, while Contractor will be providing training and recommendations to the Department’s staff, Contractor has no supervisory authority or responsibility and is not responsible for assuring the proper implementation of plans.

2. Cost and Delivery of Purchased Services:

The unit cost for providing the services shall be \$99.00 per hour which will include all time expended providing consulting services, including non-consulting activities necessary to providing consulting services (such as record keeping, research and drafting), regardless of whether such services are provided at the child’s location or another location or by telephone or other form of communication (billed in 15-minute increments). The Department shall also pay Contractor \$49.00 per hour trip charge for costs incurred during travel to Client’s location (this charge is to cover the cost of travel only and is calculated by time rather than mileage to account for variability in travel conditions). Contractor shall not be entitled to mileage or other expenses or reimbursement of out-of-pocket expenses.

3. Eligibility for Services:

The parties understand and agree that the eligibility of a child to receive Consulting Services shall be determined by the Department.

When the Department has determined that a child is no longer eligible to receive Consulting Services from the Contractor, the Department shall notify the Contractor in writing within 10 working days of this determination. The Contractor will be paid for all Consulting Services rendered prior to receipt of said written notice.

4. Payment for Consulting Services:

Contractor shall submit itemized invoices within one working day following the last day of each calendar month, which shall be due and payable 30 days after the date of the invoice.

5. Record Requirements:

The Contractor maintain and provide upon reasonable request such records as are reasonably required by the Department for program administration; however, the records maintained by the Contractor will not include the documents that the Department is required to keep pursuant to section 1 of this agreement. The records typically required by the Department include:

- a. Claim Vouchers*
- b. Case Notes/Narratives*
- c. Case Plans/Functional Assessments*

6. Safeguard of Client Information:

The use or disclosure by the Contractor of information concerning an eligible child in violation of any rule of confidentiality imposed by law or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to the Consulting Services hereunder is prohibited except on proper written consent of such eligible child, his/her attorney or his/her responsible parent or guardian. The Contractor and the Department each agree to abide by HIPPA Laws and Limited English Proficiency (LEP) guidelines.

7. Fair Hearing and Grievance Procedures:

The Contractor agrees to abide by the fair hearing and grievance procedure established by the Department and Minnesota Statute.

8. Bonding, Indemnity, and Insurance Clause:

- a. Bonding – No bond is required from the Contractor.
- b. Indemnity – The Contractor hereby agrees to indemnify, save and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character (collectively “Claims”) arising out of Contractor’s performance of this agreement. Further, the Contractor agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting said Claims. Likewise, the Department, on behalf of the County, hereby agrees to indemnify, save and hold harmless the Contractor and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character (collectively “Claims”) arising out of the Department’s performance of this agreement. Further, the Department, on behalf of the County, agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting said Claims.
- c. Insurance – The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision herein above set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1 million per occurrence and \$3 million aggregate.

9. Conditions of the parties Obligations:

- a. It is understood and agreed that in the event reimbursement to the Department from State and Federal sources is not obtained and continued at an aggregate level sufficient, in the Department’s opinion, to allow for the purchase of Consulting Services, the obligations of each party hereunder shall thereupon be terminated, except that the Department shall pay for all Consulting Services rendered prior to receipt by Contractor of a written notice of said termination from The Department to the Contractor.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person. Misconduct by the Contractor shall be cause for immediate termination of the agreement, again subject to the Contractor being paid for Consulting Services rendered prior to receipt by the Contractor of the written notice of termination by the Department to the Contractor.
- c. Before the termination date specified in this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided for in this agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement. Such approval shall be considered to be a modification of the agreement.
- f. In the event there is a revision or violation of Federal/State regulations which make this agreement ineligible for Federal/State financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with Federal/State regulations, including any appropriate change in the amount charged to reflect changes in the scope of the Consulting Services provided or additional costs for compliance with changed Federal/State law.

10. Subcontracting:

The Contractor shall not enter into subcontracts for any work contemplated under this agreement.

Date: _____ By: _____
Chairperson, County Board of Commissioners

Date: _____ By: _____
Agency Director

Date: _____ By: _____
Contractor

Contractor's Social Security Number

Date: _____ By: _____
County Attorney (as to form and execution)

PURCHASE OF SERVICE AGREEMENT
GREATER MINNESOTA FAMILY SERVICES
AND
Le SUEUR COUNTY HUMAN SERVICES DEPARTMENT

January 1, 2019 to December 31, 2019

The Le Sueur County Human Service Department, 88 South Park Avenue, Le Center MN 56057, hereafter referred to as "Department" and the Greater Minnesota Family Services, 2320 E Hwy 12, Suite 2, Willmar, Minnesota 56201, hereafter referred to as "Contractor", enter into this agreement for the period from January 1, 2019 to December 31, 2019.

WITNESSETH

WHEREAS, the Contractor is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from the Contractor,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Center agree as follows:

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Contractor agrees to furnish the following:

Family Based Services –

- Family Based Mental Health
- Family Based Counseling
- Family Based Crisis Services
- Group Skills

County and Insurance Funding Model. Contractor will provide 1,308 hours of family based services (1 F.T.E.). These positions are serviced by 1 F.T.E. Qualified Mental Health Practitioners, qualified to provide mental health practitioner services under the supervision of a licensed Qualified Mental Health Professional. Contractor will accept reimbursement as \$64.88 per hour for the Mental Health Practitioner \$91.60 for the Licensed Mental Health Professional. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), and commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. Diagnostic Assessments will be provided on an as needed basis at the request of the Department. Diagnostic Assessments are \$91.60 per unit. A Service Unit includes one hour of direct and indirect service to the client.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model):

If no clients are eligible for MA/GAMC, PMAP, or commercial insurance, the total cost of the Family Based Mental Health, Family Based Counseling and Family Based Crisis Services would be \$84,863. Each insurance eligible client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Plan (PMAP), or commercial insurance for all direct client contact and travel time.

Number of Client Cases per FTE Caseload

The Greater Minnesota Family Services Board of Directors has established the maximum number of case referrals from the Department, at any given time, shall be twelve client cases for 1.0 FTE. The range would be six to twelve cases. The Contractor requests that if more cases need referral, the Department would refer these clients to other available Family Based staff.

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the Contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirements to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department
- b. Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor.

Audit and Record Disclosures:

The Contractor shall allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health to access the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services. The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

The Consultant agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Appropriately safeguarded.
- Any misuse of IIHI will be reported.
- Secure satisfactory assurances from any subcontractor.
- Grant individual access and ability to amend their IIHI.
- Make available an accounting of disclosures and release applicable records if requested.
- Upon termination, return or destroy all IIHI in accordance with conventional record retention/destruction practices.

Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his/her attorney or his/her responsible guardian.

Equal Employment Opportunity and Civil Rights Clause:

The contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000d) including Executive Order NO. 11246 and Title VI (42 USC 2000c).

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunctions with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the

Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.

- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers of provision of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.
- e. No claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of federal regulations, which make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- g. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of

the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.


Subcontracting:

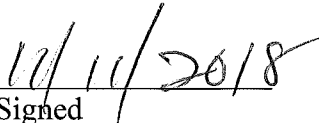
The Contractor shall not enter into subcontracts from any of the work contemplate under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

Miscellaneous:

Entire Agreement: 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 agreements presently in effect between the Contractor and any county family service department(s) relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the Contractor have executed this agreement as of the day and year first above written.

Signature 
Thomas Belcher, C.F.O.
Greater Minnesota Family Services


Date Signed

Signature _____
Susan Rynda, Director
Le Sueur County Human Services

Date Signed

Chairperson,
Le Sueur County Board of Commissioners

Date Signed

APPROVED AS TO FORM AND EXECUTION

County Attorney

Date Signed

An Equal Opportunity/Affirmative Action Employer



To: Sue Rynda, Le Sueur County Human Services
From: Wayne Altenbernd
Date: December 7, 2018
Subject: ApplicationXtender Workflow Manager for Social Services Unit

Le Sueur County Human Services has indicated a desire to implement a Workflow based Electronic Document Management System (EDMS) for use by the Social Services unit. ISC (Information Systems Corporation) has implemented OpenText ApplicationXtender EDMS solutions in over 40 Minnesota counties. In addition, ISC has implemented Workflow based EDMS solutions in 20 Minnesota counties.

Le Sueur County Human Services is currently using OpenText ApplicationXtender as its electronic document management system and has the following product licenses.

License Description	Quantity	Annual Maintenance Cost
ApplicationXtender Server Core Concurrent Connection License	25	\$9,985.00
ApplicationXtender Workflow Manager Server License	1	\$666.00
ApplicationXtender Forms License	1	\$666.00
ApplicationXtender Workflow Manager Concurrent User License	20	\$5,856.00
ApplicationXtender Connector Concurrent Connection License	20	\$2,664.00
ApplicationXtender Capture Package	6	\$1,116.00
ISC State Form Auto Fill Concurrent Connection License	10	\$2,000.00
Captiva Standard Server 100K Page per Year Bundle License	1	\$726.00
Captiva Server Volume +100K Page per Year Perpetual License	1	\$399.00
Captiva Attended Client	1	<u>\$932.00</u>
Total for Annual Maintenance		\$25,010.00

This proposal is designed to expand on the existing ApplicationXtender system by enhancing it with additional software products to increase system functionality, productivity, and efficiency.

Professional Services are included with this proposal and are required to customize and implement the proposed EDMS Solution so that it is optimized for Le Sueur County Human Services. The Professional Services also includes onsite training of county staff on the proper and best use of the proposed EDMS Solution.

All software products included with this proposal have an Annual Maintenance Agreement that is required with initial purchase. The Annual Maintenance Agreement includes all technical support needed to insure a reliable, trouble-free system as well as software upgrades.

Proposal Table of Contents

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EDMS Solution Add-ons to Enhance System Capabilities	Page 2
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EDMS Solution Recommendation

Cost to Implement the Proposed EDMS Solution

- For Social Services Unit with Enhanced Document Capture

Product or Service Description	Quantity	Cost	Total cost
Software Licenses			
ApplicationXtender Server Core 5 CC Client License Pack	1	\$7,988.00	
ApplicationXtender Workflow Manager 5 CC Client License Pack	1	\$5,500.00	
Captiva Capture Attended Client License	1	\$3,728.00	
Captiva Capture Server Volume +100K Pages/Year Perpetual	1	<u>\$1,704.00</u>	
Total for Software Licenses			\$18,920.00
Professional Services			
Workflow Business process analysis and development	1	\$5,500.00	
Captiva Capture Software Installation and Training	1	\$2,500.00	
Workflow End user Training	1	<u>\$1,750.00</u>	
Total for Professional Services			\$9,750.00
Annual Maintenance Agreements			
ApplicationXtender Server Core 5 CC Client License Pack	1	\$1,997.00	
ApplicationXtender Workflow Manager 5 CC Client License Pack	1	\$1,320.00	
Captiva Capture Attended Client License	1	\$932.00	
ApplicationXtender Capture Package	1	<u>\$168.00</u>	
Total for Annual Maintenance Agreements			\$4,417.00
Document Scanners			
Canon DR-M240 Duplex Color Document Scanner	1	<u>\$628.00</u>	
Total for Document Scanners			\$628.00
Total for Proposed EDMS Solution (see notes below for additional information)			\$33,715.00

Note 1: Additional costs may be incurred when implementing or expanding ApplicationXtender Workflow Manager. Additional costs may include, but not limited to, purchasing additional ApplicationXtender licenses and Professional Services for business process analysis and workflow development.

EDMS Solution Add-ons to Enhance System Capabilities

The following license add-ons are available for the ApplicationXtender system to increase the number of concurrent connection licenses.

Description	Purchase Price	Annual Maintenance Agreement	Total Cost
ApplicationXtender Server Core 5 CC Client License Pack	\$7,988.00	\$1,997.00	\$9,985.00
ApplicationXtender Workflow Manager 5 CC Client License Pack	\$5,858.00	\$1,464.00	\$7,322.00



Document Scanner Recommendations

ISC is recommending that Le Sueur County Human Services consider the following Canon document scanners if additional scanners are needed for this project.

Pricing good until 12-31-2018.

Desktop Scanners	Purchase Price*	Annual Maintenance Agreement
Canon DR-C230 Color Duplex Document Scanner	\$407.00	N/A

Specifications:

- Recommended Scanning Volume – 3,500 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 60-sheet capacity automatic document feeder
- **Scan speed – 30 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi
- Dimensions: (H x W x D) 9.1" x 11.5" x 10.0"
- Weight: 6.17 lbs.



Canon DR-C240 Color Duplex Document Scanner	\$628.00	N/A
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Specifications:

- Recommended Scanning Volume – 4,000 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 60-sheet capacity automatic document feeder
- **Scan speed – 45 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi
- Dimensions: (H x W x D) 9.0" x 11.4" x 9.9"
- Weight: 6.17 lbs.



Canon DR-M260 Color Duplex Document Scanner	\$937.00	N/A
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Specifications:

- Recommended Scanning Volume – 7,500 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 80-sheet capacity automatic document feeder
- **Scan speed – 60 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi
- Dimensions: (H x W x D) 9.09" x 11.22" x 10"
- Weight: 7.5 lbs.





Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 4

9:45 a.m. Cindy Westerhouse, Human Resources (15 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES

AGENDA ITEMS

January 15, 2019

The Le Sueur County Board of Commissioners and the Employee Recognition Committee would like to recognize the following employees on their significant length of service with Le Sueur County.

VOLLMER/ROBERT R	SHERIFF'S OFFICE	30 years
CHRISTENSEN/JENNIFER	HUMAN SERVICES	10 years
KERN/JOSEPH R	SHERIFF'S OFFICE	10 years
EHRHARDT/JOHN	HIGHWAY	5 years
ALONSO/ABBY M	HUMAN SERVICES	5 years
GIESEKE/LEANNE	HUMAN SERVICES	5 years
RYAN/ROBERT	VETERANS SERVICE	5 years
CESAFSKY/DENELL	HUMAN SERVICES	5 years
MACK/JEFFREY	HUMAN SERVICES	5 years
FREDERICK/MARIA	HUMAN SERVICES	5 years
COPP/SIERRA	SHERIFF'S OFFICE	5 years
KIMPTON/JES	HUMAN SERVICES	5 years

Recommendation to approve and sign the agreement between Le Sueur County and SafeAssure.

Recommendation to hire four Correctional Officers in the Sheriff's Office, Grade 6, Step 4 at \$20.86 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 5

10:00 a.m. Brent Christian, County Attorney (10 min)

RE: County Road 104 Right-of-Way Agreement with Charles Theis

Staff Contact:

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between Charles H. Theis, a single person, individually, and as Trustee of the Theis Family Trust, dated June 22, 2005, 10504 50th Street West, Veseli, MN 55046, hereinafter referred to as Theis; and Le Sueur County, a political subdivision under the laws of the State of Minnesota.

WHEREAS, Theis owns real property in Le Sueur County legally described on Exhibit A; and

WHEREAS, Le Sueur County, as road authority for County Road No. 104, is making certain improvements to County Road No. 104, and has filed with the Le Sueur County Recorder's Office County Road No. 104, Right-of-Way Plat No. 2; and

WHEREAS, County Road No. 104 traverses the property owned by Theis, and Le Sueur County wishes to acquire ownership and easements to certain parcels shown on County Road No. 104, Right-of-Way Plat No. 2, and shown as Exhibit B; and

WHEREAS, Theis has agreed to convey his interest in the parcels described in Exhibit B under the condition that should he, individually, or as an owner of the property shown as Exhibit A, decide to develop said property, that any park dedication fee that could be assessed by Le Sueur County under its Planning and Zoning Ordinance be waived against Theis.

NOW, THEREFORE, in consideration of the terms and agreements set forth herein,
receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Theis does hereby convey fee and/or easement interest to the properties shown on Exhibit B, to Le Sueur County and should Theis individually, or as a part owner to Exhibit A develop Exhibit A, any park dedication fee assessable under Le Sueur County Planning and Zoning Ordinance shall be waived by Le Sueur County.

CHARLES H. THEIS, AND THE
THEIS FAMILY TRUST DATED
JUNE 22, 2005

THE COUNTY OF LE SUEUR

By: Charles H. Theis, individually,
and as Trustee of the Theis Family
Trust, dated June 22, 2005

By: John King
Chairman, Le Sueur County Commissioners

STATE OF MINNESOTA)
) ss.
COUNTY OF LE SUEUR)

The Foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by Charles H. Theis

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF LE SUEUR)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by John King, the Chairman of the Le Sueur County Board of
Commissioners on behalf of Le Sueur County, a political subdivision, under the laws of the State
of Minnesota.

Notary Public

Drafted by: Brent Christian
LE SUEUR COUNTY ATTORNEY
65 South Park Avenue
P.O. Box 156
Le Center, MN 56057
507-357-2278

EXHIBIT A

The Northwest Quarter of the Northwest Quarter and also all of Government Lots 4 and 5, in Section 3, Township 109 North of Range 25 West, excepting therefrom the following described tract:
Commencing at the Northwest corner of said Government Lot 4, thence East 25 rods, thence South 60 rods, thence East 8 and $\frac{3}{4}$ rods, thence South 84 rods to the shore of Lake Jefferson, thence Westerly along said shore of Lake Jefferson to the Section line between Section 3 and 4, thence North 114 rods to the place of beginning, EXCEPTING THE FOLLOWING DESCRIBED TRACTS:

The Plat of Edgewater Terrace described as:

Beginning at a point on the South line of Government Lot 4, Section 3, Township 109 North of Range 25 West, said point being 571.95 feet East of the West one quarter corner of said Section 3; thence North 00 degrees 57 minutes East 153.35 feet, thence on a 44 degrees curve to the right 169.31 feet, thence North 75 degrees 27 minutes East 171.60 feet, thence on a 40 degrees curve to the left 167.50 feet, thence North 08 degrees 27 minutes East 16.75 feet, thence on a 20 degrees curve to the left 175.00 feet, thence North 26 degrees 33 minutes West 132.06 feet, thence on a 20 degrees curve to the right 160.88 feet, thence North 05 degrees 37 minutes East 343.56 feet to the Southerly Right-of-Way Line of an existing Township Road, thence South 84 degrees 23 minutes East along the Southerly Right-of-Way Line of said Road 33.00 feet, thence South 05 degrees 37 minutes West 339.56 feet, thence on a 20 degrees curve to the left 160.88 feet, thence South 26 degrees 33 minutes East 132.06 feet, thence on a 20 degrees curve to the right 175.00 feet, thence South 08 degrees 27 minutes West 46.75 feet, thence on a 40 degrees curve to the right 167.50 feet, thence South 75 degrees 27 minutes West 171.60 feet, thence on a 44 degrees curve to the left 169.31 feet, thence South 00 degrees 57 minutes West 127.35 feet to the North line of Government Lot 4 said Section, Town and Range, thence continuing South 00 degrees 57 minutes West 125.46 feet to Government Lot 5, Section 3, said Township and Range, thence on a 30 degrees curve to the left 165.08 feet, thence South 57 degrees 06 minutes East 192.80 feet, thence on a 20 degrees curve to the right 91.33 feet, thence South 38 degrees 50 minutes East 207.29 feet, thence on a 70 degrees curve to the left 127.50 feet, thence North 51 degrees 55 minutes East 138.25 feet, thence on a 20 degrees curve to the right 86.65 feet, thence North 34 degrees 15 minutes East 204.47 feet, thence on a 30 degrees curve to the left 70.43 feet, thence on a 60 degrees curve to the left 76.01 feet, thence North 32 degrees 36 minutes West 120.15 feet, thence on a 30 degrees curve to the right 99.70 feet, thence North 02 degrees 41 minutes West 95.15 feet, thence on a 10 degrees curve to the right 110.00 feet, thence North 08 degrees 19 minutes East 79.80 feet, thence North 87 degrees 36 minutes East 192.95 feet more or less to the waters edge of Lake Jefferson, thence in a Southerly, Southwesterly and Northwesterly direction along the waters edge of said Lake Jefferson to its intersection with the East line of a tract of land now described in Book M of Deeds on Page 67, said

point bearing South 00 degrees 57 minutes West of place of beginning, thence North 00 degrees 57 minutes East 1080.90 feet more or less to place of beginning.

AND ALSO EXCEPTING

Beginning at a point 26.13 feet west and 20.66 feet north of the southwest corner of Lot 28, Edgewater Terrace, Government Lot 5, Section 3, Township 109 North of Range 25 West, said point being on the West line of Evergreen Lane of said sub-division, thence West 440.00 feet, thence South 625.00 feet to the north line of said Evergreen Lane, thence northeasterly along the west line of said Evergreen Lane to place of beginning.

AND ALSO EXCEPTING

Beginning at a point 466.13 feet West and 20.66 feet North of the Southwest Corner of Lot 28, Edgewater Terrace, Government Lot 5, Section 3, Township 109 North of Range 25 West, thence West 127.00 feet, thence South 54 degrees 40 minutes West 110.00 feet, thence South 03 degrees 40 minutes West 239.30 feet, thence North 81 degrees West 143.35 feet to the North line of Evergreen Lane of said sub-division, thence southeasterly along the North line of said Lane to point due South of place of beginning, thence North 625.00 feet to place of beginning.

AND ALSO EXCEPTING

Beginning at a point 26.13 feet West and 20.66 feet North of the Southwest Corner of Lot 28, Edgewater Terrace, Government Lot 5 Section 3, Township 109 North of Range 25 West, said point being on West line of Evergreen Lane of said Subdivision thence West 567.00 feet, thence North 24 degrees 40 minutes East 217.00 feet, thence South 79 degrees East 524.70 feet to the West line of said Evergreen Lane, thence Southwesterly along said West line to place of beginning.

AND ALSO EXCEPTING

Commencing at the Northwest Corner of Lot 40 of Edgewater Terrace Plat, part of Government Lots 4 and 5, Section 3, Township 109 North of Range 25 West, thence running Southwesterly at an angle of 79 degrees, 17 minutes, 33 feet to an iron stake in the westerly line of Evergreen Lane, for the point of commencement of the property to be conveyed, thence proceeding due north a distance of 100 feet, proceeding thence easterly and parallel to the north line of Lot 40, Edgewater Terrace Plat, to the shore and waters edge of Lake Jefferson, thence following the shore and water's edge of Lake Jefferson southerly to the northeast corner of Lot 40, Edgewater Terrace, thence South-westerly on the north line of said Lot 40 to the above described point of commencement in the Westerly line of Evergreen Lane of said Plat.

AND ALSO EXCEPTING

All that part of Government Lot 5, Section 3, Township 109 North of Range 25 West, described as follows:

Commencing at the Southwest corner of Lot 36, Edgewater Terrace Subdivision of a part of Government Lot 5, Section 3-109-25, thence South 72 degrees 46 minutes West 33.00 feet to a point on the West line of Evergreen Lane of said Subdivision, said point being the place of beginning, thence South 72 degrees 46 minutes West 18.00 feet, thence South 11 degrees 00 minutes West 159.00 feet, thence South 79 degrees 00 minutes East 160.70 feet to the west line of said Evergreen Lane, thence northwesterly along the West line of said Evergreen lane to place of beginning.

AND ALSO EXCEPTING

Commencing at the Southwest Corner of Lot 36, Edgewater Terrace Subdivision of a part of Government Lots 4 and 5, Section 3, Township 109 North of Range 25 West, thence South 72 degrees 46 minutes West 33.00 feet to a point on the West line of Evergreen Lane of said Subdivision, said point being the place of beginning, thence South 72 degrees 46 minutes West 18.00 feet, thence South 11 degrees 00 minutes West 159.00 feet, thence North 79 degrees 00 minutes West 90.30 feet, thence North 567.30 feet, thence North 87 degrees 36 minutes East 160.00 feet, thence South 08 degrees 19 minutes West 100.00 feet to the Northwest corner of the North terminus of said Evergreen Lane, thence southerly along the West line of said Evergreen Lane to place of beginning.

AND ALSO EXCEPTING

All that part of Government Lot 4 of Section 3, Township 109 North of Range 25 West, described as follows:

Commencing at Meander Corner Number 14, said Meander Corner being on the North line of the Northwest quarter of said Section 3, said Township and Range; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing on the North line of said Northwest quarter a distance of 768.04 feet; thence South 00 degrees 00 minutes 00 seconds West, 1054.20 feet, thence South 47 degrees 05 minutes 36 seconds East, 499.00 feet to a point on the center line of a Township road, said point being the point of beginning of the tract herein described; thence South 50 degrees 43 minutes 04 seconds West on said road centerline 181.36 feet; thence South 67 degrees 25 minutes 22 seconds West on said road centerline 88.33 feet; thence South 03 degrees 00 minutes 00 seconds East, 423.00 feet; thence South 66 degrees 30 minutes 00 seconds East, 200.00 feet; thence South 01 degrees 30 minutes 00 seconds East, 164.00 feet; thence South 59 degrees 30 minutes 00 seconds East, 69.00 feet more or less to the waters edge of Lake Jefferson, thence northerly along the waters edge of said Lake to a point bearing South 47 degrees 05 minutes 36 seconds East of place of beginning; thence North 47 degrees 05 minutes 36 seconds West, 33.00 feet more or less to the place of beginning.

AND ALSO EXCEPTING

All that part of the Northwest quarter of the Northwest quarter and all that part of Government Lot 4 (South half of the Northwest quarter) of Section 3, Township 109 North of Range 25 West, described as: Commencing at a found limestone monument designating Meander Corner Number 14, said monument being on the North line of the Northwest quarter of Section 3, Township 109 North of Range 25 West, thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) on the North line of said Northwest quarter a distance of 768.04 feet; thence South 00 degrees 00 minutes 00 seconds West, 1,054.20 feet; thence North 79 degrees 42 minutes 14 seconds West, 186.83 feet to the point of beginning; thence South 18 degrees 48 minutes 14 seconds West, 465.18 feet to the centerline of a public road; thence South 71 degrees 46 minutes 07 seconds East on said road centerline 303.54 feet; thence South 81 degrees 04 minutes 43 seconds East on said centerline, 116.00 feet; thence North 67 degrees 25 minutes 22 seconds East on said road centerline, 169.33 feet; thence North 50 degrees 43 minutes 04 seconds East on said road centerline, 181.36 feet; thence North 47 degrees 05 minutes 36 seconds West, 50 feet more or less to the North line of Government Lot 4 (South half of the Northwest quarter) of said Section 3; thence westerly on the North line of

said Government Lot 4, 340 feet more or less to the Southeast corner of the Northwest quarter of said Section 3, thence northerly on the East line of said Northwest quarter of the Northwest quarter, 302 feet more or less to a point that bears South 79 degrees 42 minutes 14 seconds East from the point of beginning; thence North 79 degrees 42 minutes 14 seconds West, 170 feet more or less to the point of beginning, according to the recorded maps or plats on file and of record in the Office of the County Recorder in and for Le Sueur County, Minnesota.

Together with all that part of vacated Evergreen Lane, Edgewater Terrace, , according to the recorded plat thereof, lying in Government Lots 4 and 5, Section 3, Township 109 North, Range 25 West, Le Sueur County, Minnesota, lying North of and adjacent to the following described line: Commencing at the Northwest corner of Lot 1, Edgewater Terrace, the same being the Northeast corner of Lot 1, Tomahawk Point, according to the recorded plat thereof; thence North 00 degrees 40 minutes 16 seconds East (assumed bearing) on the northerly extension of the West line of Lot 1, Edgewater Terrace, 106.07 feet to the point of beginning of the line to be described; thence South 38 degrees 34 minutes 49 seconds East, 176.98 feet to the north line of Evergreen Lane and there terminating.

EXHIBIT B

Parcel No. 13N1, 13N2, 13E1, 13E2, 13P2, 13P3, 13P4, 13P5, 13T1, 13T2, 13T3, 13T4, County
Road No. 104 Right of Way Plat No. 2



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 6

10:10 a.m. Darrell Pettis, County Administrator

RE: EMS Invoice

RE: Future Meetings

Staff Contact:

South Central MN EMS
P.O. Box 218
Eagle Lake, MN 56024 US
507-257-3224
mark.griffith@scmnems.org

Invoice

BILL TO
Le Sueur County Treasurer
88 South Park Ave
Le Center, MN 56057

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13-1004	01/03/2019	\$5,000.00	02/02/2019	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
County Contribution County Contribution towards South Central Minnesota EMS Regional System for 2019	1	5,000.00	5,000.00

BALANCE DUE

\$5,000.00

Future Meetings January – February 2019

January

Tuesday, January 15	Board Meeting, 9:00 a.m.
Thursday, January 17	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, January 21	Offices Closed for Martin Luther King Jr. Day
Tuesday, January 22	Board Meeting, 9:00 a.m. *County Ditches Work Session with SWCD staff
Thursday, January 31	Scott – Le Sueur JD1, JD1 Lateral 2 and Le Sueur – Scott JD4 Meetings, 2:00 p.m. in the Le Sueur County Commissioners Room (Commissioners Gliszinski, O’Keefe and King)

February

Tuesday, February 5	Board Meeting, 9:00 a.m. *Ordinance Revisions Public Hearing, 9:20 a.m. *CHB Meeting in Waterville at 1:00 p.m.
Tuesday, February 12	Blue Earth – Le Sueur Joint Ditch 15 Final Redetermination hearing, 1:00 p.m. at the Blue Earth County Courthouse, 204 S. 5 th Street, Mankato (Commissioners Rohlfing and Wetzel)
Thursday, February 14	P&Z Meeting, 7:00 p.m. at Environmental Services
Monday, February 18	Offices Closed for President’s Day
Tuesday, February 19	Board Meeting, 9:00 a.m.
Thursday, February 21	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, February 26	Board Meeting, 9:00 a.m.



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 7

10:15 a.m. Sharon Budin, County Recorder

Staff Contact:

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “**Agreement**”) is made effective as of _____, 2019 (the “**Effective Date**”), by and between Le Sueur County, a political subdivision of the State of Minnesota (the “**County**”), having offices at 88 South Park Avenue, Le Center, MN 56057, and WEST CENTRAL INDEXING, L.L.C. a Minnesota limited liability company, (the “**Licensor**”), having offices at 405 22nd Avenue West, Alexandria, MN 56308 (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the County’s Department of County Recorder (the “**Department**”) has interest in a new Property Records Management System; and

WHEREAS, the County selected the Licensor’s RecordEASE suite of products for such system; and

WHEREAS, the Parties are concurrently entering into separate agreements for development and implementation services and maintenance and support services to be provided by the Licensor (together, the “**Services Agreements**”).

NOW THEREFORE, In consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Software License and Use.

1.1 Software. The County hereby agrees to license the “**Software**” from the Licensor and the Licensor agrees to license the Software to the County in accordance with the terms and conditions contained in this Agreement. The following software modules shall collectively be referred to as the “**Software**”:

- (a) RecordEASE,
- (b) RecordEASE web,
- (c) ERER,
- (d) Optical Character Recognition (no rules)
- (e) Fraud, and
- (f) Vitals, Licenses, and Permitting

The County agrees that any modifications to the Software deliverables shall be made in accordance with the Services Agreements.

1.2 Grant of License to Software. Subject to the terms and conditions set forth in this Agreement, the Licensor hereby grants to the County, for the Term (as defined below), a non-exclusive, non-sublicensable, revocable, and non-transferable license (the “**License**”) to use the Software as delivered in a compiled, executable form (including any applicable upgrades, enhancements, revisions or customizations to the Software

made available through the modification, warranty or support provisions of the Services Agreements) together with any Software-related documentation (the “**Documentation**”) that may be provided by the Licensor to the County. The County agrees that it shall be permitted to use the Software and Documentation only for the internal purposes of the Department. The County agrees that any use outside of such purposes would require additional consideration. The Licensor reserves all rights not expressly granted to the County.

- 1.3 Limitation of License. Neither the Software, Documentation nor any materials provided by the Licensor may be used in any manner directly or indirectly related to the operation or management of any records management system or business (other than the property records management system of the Department), including without limitation any timeshare, facilities management, service bureau, practice management, billing or data processing service basis. No other data of any other person or entity shall be processed, except as otherwise provided in this Agreement. The County shall not have any right or license to prepare derivative works from the Software or Documentation or make modifications to the Software or Documentation.
 - 1.4 Copies. The County shall not copy the Software or Documentation in whole or in part except as expressly provided in this Agreement. The County shall have the right to make one (1) archival copy of the Software (either complete or partial) and unlimited copies of the Software training manuals for use by the Department as its business needs shall reasonably require for back-up or training purposes, so long as the County shall reproduce the Licensor’s copyright and proprietary notices on each copy. All copies of the Software, Documentation and materials shall be subject to the terms and conditions of this Agreement. The County will keep a record of the number and location of all copies and provide a copy of this record to the Licensor upon request.
 - 1.5 Permitted Use; Prohibited Actions. The County may use the Software and Documentation only in the manner stated in this Agreement and the Documentation, which permits the Department to run programs from the Software, make queries to the Software, access data files from the Software, and perform other functions in the course of the Department’s normal and internal records management operations. The County shall not, nor shall the County have any other entity, install or use any software or device that attempts to interface directly to the Software or that attempts to read the Software’s proprietary data files without the Licensor’s express authorization. The County acknowledges and agrees that the Licensor is licensing the Software and Documentation to the County under the express condition that no other vendor, consultant, or any other entity that develops or licenses products that compete with the Licensor’s products be permitted to access, use, interact with, test, repair, interface, reverse engineer, or decompile the Software or Documentation.
2. **Additional License Terms.**
 - 2.1 Reverse Engineering. The County agrees that it will not cause or permit the reverse engineering, disassembly, or de-compilation of the Software or Documentation, and that it will not sell, lease, license, disclose, hypothecate, give a security interest in, transfer, or

rent the Software or Documentation to third parties or take any action that will adversely impact the Licensor's, or its licensors, rights, title and interest in the Software. The County shall ensure that its employees and outside vendors comply with the terms of this Agreement.

- 2.2 Revocation. Except as provided in Section 3.3, if at any time while the License is in effect, the County is in breach of this Agreement, and fails to cure such breach within a time period specified by the Licensor (but not less than twenty (20) days) in a written notice of such breach delivered to the County by the Licensor, then the Licensor, in addition to the Licensor's rights at law or in equity, may, in the Licensor's sole discretion, terminate this Agreement (or, if following the expiration of the Term, revoke the License) by furnishing written notice thereof to the County, effective as of the date specified in such notice of termination or revocation, whereupon the County shall immediately return the Software and all related materials and Documentation to the Licensor in the manner described in Section 2.3 below. The Licensor reserves all rights in law or in equity.
- 2.3 Return. Upon the expiration or termination of this Agreement, the County shall immediately return to the Licensor, or certify as destroyed, the Software, Documentation and any and all copies thereof and any other "**Confidential Information**" (as defined in Section 5 below) provided by the Licensor in connection with this Agreement. Upon the request of the Licensor, the County shall execute and deliver to the Licensor an affidavit confirming the completion of the foregoing steps.
- 2.4 Records and Examination.
- (a) The Licensor will maintain records which reflect all revenues, costs incurred and services provided by the Licensor in performance of this Agreement.
 - (b) The County, the State Auditor or legislative authority, or any of their duly authorized representatives, at any time during normal business hours and as often as they reasonably deem necessary, for a minimum of six years from the end of the Term, pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine the books, records, documents, and accounting procedures and practices of the Licensor which are relevant to the Licensor's performance and determination of the agreed upon payments under this Agreement. Such examinations shall be conducted at the location where the Licensor normally maintains such records. The County shall provide the Licensor with reasonable prior written notice of each such examination. Any information revealed by an examination shall be treated as trade secret information of the Licensor under Minnesota Statutes Section 13.37 subd. 1(b).
 - (c) The County agrees to maintain records of the number and location of the original and all copies of the Software. At any time upon reasonable prior advance written notice, the County shall permit the Licensor the right to inspect the County's workstations and network servers to verify compliance with the terms of this Agreement. The County shall fully cooperate in the Licensor's inspection and

examination. All records will be maintained at the Department's principal offices, unless prior written notice has been sent to the County. Before disposing of any media containing the Software, the County agrees to take all necessary steps to destroy or erase all Software codes, programs and other Confidential Information of the Licensor and its licensors contained in such media.

- 2.5 Compliance with Laws. The Licensor shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- 2.6 Ownership of Software, Documentation and Related Materials. The Licensor shall own all Intellectual Property Rights (as defined below) and all other rights, title and interests in and to the Software, Documentation and related materials, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Software or Documentation including any derivative works resulting therefrom. As used herein, "**Intellectual Property Rights**" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, mask-works, service marks, trade names, trade secrets, patents, designs, algorithms and other industrial property, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights.

3. **Term; Fees; Termination.**

- 3.1 Term. The initial term of the License granted in this Agreement shall be for [60] months beginning upon the Effective Date (the "**Initial Term**"). This Agreement shall be automatically renewed concurrently with the term for which the County is receiving maintenance and support of the Software from the Licensor or one of its affiliates (with the Initial Term together with any successive renewal terms referred to herein as the "**Term**").
- 3.2 Fees. The County agrees to pay the Licensor all fees identified in Attachment A in accordance with the payment schedule specified in Attachment A. The County shall pay all amounts due upon receipt of invoice, via ACH or Check in accordance with instructions provided by the Licensor. The Licensor shall submit all invoices to the recipient designated by the Department. The County shall provide to the Licensor a copy of its tax exemption certificate or similar documentation substantiating its tax exemption prior to or immediately after the Effective Date. To the extent that a tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, the County shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon the Licensor's net income) and the County agrees to cooperate in amending Attachment A to include any such taxes. The Licensor shall have the right to assess a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by law, whichever is less, on all amounts not paid within thirty (30) days from the payment due date.

3.3 Termination.

- (a) The termination by the County of the Software Maintenance and Support Agreement with Licensors shall also have the effect of simultaneously terminating the License Agreement. The County acknowledges that it shall not be entitled to retain a License in the Software unless an executed, current Software Maintenance and Support Agreement is in place with WCI or its successor, regardless of the grounds for termination. Likewise, termination of this Agreement shall have the effect of simultaneously terminating the Software Maintenance and Support Agreement.
- (b) In the event of a material breach, either Party may provide the other Party with written notice of the material breach with sufficient detail so the other Party can readily understand the claim for material breach. The other Party shall have a period of thirty (30) business days from the date of such notification ("Period of Cure") to cure such material breach. If the material breach is not cured within the Period of Cure, this Agreement shall terminate upon expiration of the Period of Cure.
- (c) Either Party may terminate this Agreement forthwith on written notice if the other Party shall become insolvent or bankrupt or make an arrangement with its creditors or go into liquidation. If Licensors become unable to provide services pursuant to the provisions of this Agreement as a result, the County shall be given the source code. If Licensors has entered into a source code escrow arrangement, Licensors shall make the County a beneficiary of such escrow arrangement, and in such event the source code shall be made available to the County in accordance with the terms of such escrow.
- (d) The County may terminate this Agreement without cause and for any reason whatsoever upon giving at least ninety (90) days written notice thereof to Licensors. In such event, Licensors shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.
- (e) Termination of this Agreement shall not prejudice any rights of either Party which have arisen on or before the date of termination.

4. Warranties.

- 4.1 Performance. The Licensors represents and warrants that: (a) it has the right, power and authority to enter into this Agreement; and (b) it will perform its obligations identified in this Agreement in a professional and workman-like manner in accordance with generally recognized industry standards.
- 4.2 Modifications to Software. Any upgrades, updates, configuration changes, fixes, enhancements or modifications will be made to the Software only in accordance with the terms contained in the Services Agreements, regardless of whether such upgrade, configuration change, enhancement or modification is necessitated by changes in the County's procedures, applicable law or regulation or otherwise. If the County requests from the Licensors upgrades, updates, configuration changes, customizations, enhancements or modifications to the Software or additional services not included in the

scope of this Agreement, the County shall submit such request in accordance with the Services Agreements.

- 4.3 Proprietary Rights. The Licensor represents and warrants that to its knowledge it is the exclusive owner of the Software and Documentation, free and clear of any and all liens, encumbrances, and presently existing infringement claims, and has obtained all rights necessary to grant to the County the rights that it purports to grant in this Agreement. The County agrees that its sole remedies for infringement will be one of the following, at the Licensor's option: (i) the replacement by the Licensor of the infringing material with a non-infringing version without loss of material functionality, (ii) to the extent commercially feasible, procurement of a license for the County to use the infringing material, or (iii) termination this Agreement.
- 4.4 County Policies. The County acknowledges that the Licensor is not making any policy decisions as to property records or otherwise for the County, nor is the Licensor advising or counseling the County on any other federal, state or local rules, regulations, or laws, including without limitation any laws or regulations regarding data privacy. The County confirms that it has reviewed the Software's business process and functionality and is satisfied that it complies with federal, state and local laws, rules, and regulations. The County shall retain full responsibility for and hold harmless the Licensor from the results of the County's policy decisions. Additionally, the Licensor shall not be held liable for the use, results, performance, provision of, or failure of the County to provide, services to any party.
- 4.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE LICENSOR, ITS SUBSIDIARIES, AFFILIATES, OR SUPPLIERS (HEREINAFTER "**LICENSOR PARTIES**"), HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. EACH PARTY FURTHER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY THAT SOFTWARE IS ERROR-FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THE COUNTY HEREBY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY PRE-CONFIGURED SOFTWARE IS PROVIDED TO THE COUNTY "AS IS" EXCEPT AS EXPRESSLY WARRANTED OTHERWISE IN SECTIONS 4.1 AND 4.2.
5. **Confidentiality.**
- 5.1 Without regard to the expiration or termination of this Agreement or any expiration of any term for the protection of other "**Confidential Information,**" each of the Licensor and the County shall hold in strictest confidence any Confidential Information of the other Party disclosed or made available pursuant to this Agreement. "**Confidential**

Information” means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to property owners, taxpayers, data, assessments, research, products, Software, formula, process, techniques, services, development, inventions, processes, engineering, techniques, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

- 5.2 Neither Party shall use any Confidential Information received from the other Party except as expressly permitted under this Agreement, or as necessary to perform its duties hereunder, and neither Party shall disclose any such Confidential Information of the other Party to any third party (except employees and only on a “need to know” basis and subject to their being bound to protect the confidentiality of the Confidential Information) without the other Party’s prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to the other Party.

6. **Indemnity; Insurance; Limitation of Liabilities; Remedies**

- 6.1 Licensor does hereby agree that it will defend, indemnify, and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act or omission or intentional act of Licensor, its agents officers or employees during the performance of this Agreement.
- 6.2 In addition to paragraph (a) above, and subject to Section 2.12.3, Licensor further agrees that it will defend, indemnify and hold harmless the County against any claim against the County alleging that the Licensed Software, any Further Enhancement, or related documentation (hereinafter the “**Materials**”) provided by Licensor, in the form in which it is furnished by Licensor, infringes any United States patent, copyright, or trademark of any third party. Licensor shall have no liability for any claim under this paragraph (b) resulting from (i) the County’s use of a superseded release of Materials if infringement would have been avoided by the use of a subsequent release of the Materials which was made available to the County during the term of this Agreement; (ii) use of Materials in conjunction with any software or materials not provided or specifically approved in writing by Licensor if such claim could have been avoided without such use; (c) use of any Materials in a manner for which it is not designed, contemplated or specifically recommended by Licensor; (d) alteration, adaptation or modification of the Materials; (e) any use of Materials after the County becomes aware of any such claim. The County agrees that, in addition to its rights stated in this Section 2.11.1, the County’s sole remedy for infringement shall be as stated in Section 2.6.2 of this Agreement.
- 6.3 Licensor’s obligations under this Section 2.11.1 are conditioned upon: (i) the County giving Licensor prompt written notice of all claims or threatened claims, (ii) Licensor being given full authority to assume the sole defense thereof through Licensor’s own counsel and to compromise or settle any suits and, (iii) the County cooperating fully with Licensor to facilitate defense or settlement of such claim. Notwithstanding the

immediately preceding sentence to the contrary, Licensor shall seek the County's prior consent to any compromise or settlement of any lawsuit (such consent not to be unreasonably delayed or withheld), unless (A) there is no finding or admission of any violation of applicable law or any violation of the rights of any person and (B) the sole relief provided is monetary damages that are paid in full by Licensor. Should the County desire to hire its own legal counsel, the County may do so at its own cost and expense.

Insurance.

- 6.4 Licensor further agrees that in order to protect itself, as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement have and keep in force the insurance defined by the county included in this agreement as Attachment E.
- 6.5 Evidence of insurance shall be provided before this Agreement is effective. The County shall be given thirty (30) days' advance written notice of any changes in coverage.
- 6.6 In the event that claims or lawsuits shall arise jointly against Licensor and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers provided the coverage as stated above, then such legal expense shall be borne by the County.

Minimum Scope of Insurance:

- (a) Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- (c) Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance.
- (d) Professional Liability or Errors and Omissions insurance appropriate for the profession. Coverage shall be maintained for at least two years following the completion of work.

Minimum Limits of Insurance:

- (e) Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability: \$1,500,000 each occurrence. If Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

- (f) Business Automobile Liability and if necessary, Commercial Umbrella Liability: \$1,500,000 each accident for bodily injury and property damage.
- (g) Employers Liability: as required by the State of Minnesota
- (h) Professional Liability or Errors and Omissions: \$1,500,000 per occurrence.

Deductibles and Self-Insured Retention

(i) **Any deductibles or self-insured retention must be declared to and approved by the County.** At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Le Sueur County agents, officers, directors, and employees; or the bidder/contractor/consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses; or the bidder/contractor/consultant shall provide County-requested financial statements for the purpose of verifying financial solvency, and acceptance of deductibles or self-insured retention based on this verification.

Other Insurance Provisions

(j) The General Liability policy is to contain, or be endorsed to contain, the following provision: **Le Sueur County, its agents, officers, directors, and employees are to be covered as an additional insured for all liability coverages using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.** This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. The County's insurance shall be excess of the contractor/consultant's insurance and shall not contribute to it. The contractor/consultant's coverage shall contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.

(k) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

(l) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(m) The Contractor shall include all subcontractors as insured under its policies or **furnish separate certificates and endorsements for each subcontractor where applicable.** All coverage for subcontractors shall be subject to all of the requirements stated herein.

(n) Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against the County, its agents, officers, directors, and employees.

Acceptability of Insurers

(o) Insurance is to be placed with insurers with a current A.M. Best rating of A:VII, unless otherwise acceptable to the County.

Verification of Coverage

(p) Contractor shall furnish the County with certificates of insurance and original endorsements effecting coverage required by this clause. *The certificate attached to this contract should be signed by a person authorized by that insurer to bind coverage on its behalf. A certificate other than the one attached may be used if coverages and endorsements match or exceed the coverages identified on the attached certificate.* All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

Limitation of Liability; Remedies.

- 6.7 Limitation of Liability. IN NO EVENT SHALL THE LICENSOR PARTIES OR THE COUNTY HAVE ANY LIABILITY TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION THIS AGREEMENT OR WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LICENSOR PARTIES' SOLE AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE COUNTY'S DIRECT DAMAGES, BUT SHALL IN NO CASE EXCEED AN AMOUNT EQUAL TO THE LICENSE FEES PAID BY THE COUNTY TO THE LICENSOR UNDER THIS AGREEMENT. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO THE COUNTY BY LICENSOR PARTIES FOR CLAIMS OR DAMAGES HEREUNDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION ON AMOUNT. The County acknowledges that the limitation of liabilities and disclaimers of warranty contained herein constitute an agreed upon allocation of risk between the Parties, have been factored into the Licensor's pricing of the Software, and are an essential element of the bargain between the Parties.
- 6.8 Remedies; Injunctions; Damages. Each Party recognizes that irreparable injury would result to the other Party in the event of a Party's failure to comply with any of the terms of Sections 1, 2 or 5, and that the full amount of the damages which would be incurred by the other Party as a result of any such breach would be difficult to ascertain. Accordingly, each Party hereby agrees that, in the event of any such breach, threatened breach, or the occurrence of events which, in the opinion of the other Party, would be

likely to result in such breach, the other Party shall be entitled to injunctive relief or an order restraining such breach or threatened breach and/or compelling the performance of obligations which, if not performed, would constitute such a breach. If the other Party files suit to enforce its rights under this Agreement, then notwithstanding any other term of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all expenses incurred by it in preparing for and in trying the case, including, but not limited to, investigative costs, court costs and reasonable attorney's fees. The remedies afforded to each Party herein are in addition to, and in no way limit, any other rights, or remedies, which may be afforded to such Party at law or in equity.

7. **Order of Precedence.** In the construction and interpretation of this Agreement, if any conflict or ambiguity arises between the terms and conditions set forth in the body of the Agreement and any term or condition of any Attachment, Exhibit, or other Schedule to this Agreement, then, in every case, the terms and conditions of the Agreement shall govern, control and take precedence.
8. **Survival.** Those terms of this Agreement that by their very nature are intended to survive the expiration, termination or cancellation of the Term, including without limitation, Sections 2, 4, 5 and 6 of this Agreement, shall survive the expiration, termination or cancellation of the Term.
9. **General.**
- 9.1 **Independent Contractor.**
 - (a) It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting either Party as the agent, representative, or employee of the other Party for any purpose of in any manner whatsoever. The Licensor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement.
 - (b) Neither Party nor its employees will at any time be construed to be employees of the other Party. Each Party is responsible for its employees' compensation, fringe benefits and all insurance coverage.
- 9.2 **Assignment.** Neither Party shall assign this Agreement without the prior written consent of the of the other Party, other than in connection with the sale or other transfer of the assets or operations of such Party to which this Agreement relates.
- 9.3 **Modifications.** Any material alteration, modification or variation of this Agreement shall be reduced to writing as an amendment and signed by both Parties.
- 9.4 **Entire Agreement.** It is understood and agreed that the entire contract of the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of this Agreement.

- 9.5 Governing Law. The construction, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of Minnesota without giving effect to its choice of law rules.
- 9.6 Assertion of Liability. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a legal entity and any liability relating thereto shall be enforceable only against the assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director or manager of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this section and shall be entitled to enforce the provisions of this Section.
- 9.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.
- 9.8 Waivers. Any failure by either Party to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.
- 9.9 Third-Party Beneficiaries. The Parties agree that, except as provided in Section 9.6, there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.
- 9.10 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth in the preamble above or to such other address as either Party may, from time to time, designate by notice to the other Party.
- 9.11 Publicity. The Licensor may issue a press release or public announcement concerning this Agreement and the transactions which are the subject hereof, with the County's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the County hereby acknowledges that after an initial press release the Licensor, and its affiliates, may reference its customer relationship with the County in any and all documents distributed in connection with any financing transactions and any marketing documents.
- 9.12 Force Majeure. Neither Party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that Party's control, including, without limitation acts of God, civil disturbance, terrorism, strikes, or labor disputes.
- 9.13 Counterparts. This Agreement may be executed by the Parties in multiples counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of the Effective Date.

WEST CENTRAL INDEXING, L.L.C.

Le SUEUR COUNTY

By: _____

By: _____

Printed Name: Thomas Fischer

Printed Name: Sharon Budin

Title: Vice President

Title: County Recorder

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:

Attachment A–Fees and Payment Schedule
Attachment B- Insurance Certificate

Attachment A

**Le Sueur County
Software Fees and Payment Schedule**

Assumptions

- Price reflects deal completed by January 31, 2019 to receive \$20,000 discount

License Fees

RecordEASE Suite of products and Vitals License, and Permitting Application with unlimited seat license	\$100,000.00
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Total License Fees	\$ 100,000.00
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Payment Schedule


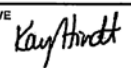
First Payment – Due at time of signing agreements	\$ 20,000.00
Second Payment – Due February 15, 2019	\$ 20,000.00
Third Payment – Due April 15, 2019	\$ 20,000.00
Fourth Payment – Due June 15, 2019	<u>\$ 40,000.00</u>

Total License Fees Payments	\$ 100,000.00
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Prices do not include any applicable sales tax. Sales tax, if applicable, will be billed in addition to the amounts above.

Attachment B

Le Sueur County Insurance Requirements

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/08/2019			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Iverson Insurance Agency P O Box 95 Parkers Prairie, MN 56361		CONTACT NAME: Tim Iverson PHONE (A/C, No, Ext): 218-338-4755 FAX (A/C, No): 218-338-4757 E-MAIL: timi@iversoninsurance.com ADDRESS:					
		INSURER(S) AFFORDING COVERAGE		NAIC #			
INSURED XS Consulting Group LTD West Central Indexing LLC 405 22nd Ave W Alexandria MN 56308		INSURER A: Travelers Casualty Ins Co		19046			
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-1696P448	12/01/18	12/01/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7J228491	12/01/2018	12/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
IT Facility Management.							
Includes technology E & O Policy Dates: 12/01/2018-12/01/2019 Limits of Insurance: Aggregate Limit \$2,000,000 Each Wrongful Act Limit \$2,000,000							
CERTIFICATE HOLDER				CANCELLATION			
Le Sueur County 88 South Park Ave Le Center MN 56057				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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SOFTWARE DEVELOPMENT AND IMPLEMENTATION SERVICES AGREEMENT

This **SOFTWARE DEVELOPMENT AND IMPLEMENTATION SERVICES AGREEMENT** (this “**Agreement**”) is made effective as of _____, 2019 (the “**Effective Date**”), by and between Le Sueur County, a political subdivision of the State of Minnesota (the “**County**”), having offices at 88 South Park Avenue, Le Center, Minnesota 56057, and WEST CENTRAL INDEXING, L.L.C. a Minnesota limited liability company, (“**West Central**”), having offices at 405 22nd Avenue West, Alexandria, MN 56308 (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the County’s Department of County Recorder (the “**Department**”) has interest in a new Property Records Management System; and

WHEREAS, the County selected West Central’s RecordEASE and VLP suite of (“**Licensed Software**”) products to use for the development of such system; and

WHEREAS, the Parties are concurrently entering into a license agreement (the “**License Agreement**”) with respect to the Licensed Software; and

WHEREAS, the Parties wish to enter into this Agreement in order to set forth the terms and conditions pursuant to which West Central shall develop and implement the Licensed Software.

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

The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

1. **Initial Work.**

- 1.1. Purpose. The purpose of this Agreement is to provide services to implement and enhance West Central’s RecordEASE and Vitals, Licenses, and Permitting systems to provide the County with the Property Records Management System.
- 1.2. Statement of Work. West Central shall provide the County with; consulting, software development, and implementation services (the “**Services**”) pursuant to West Central’s Statement of Work (**Attachment A**). and may be amended from time to time by supplemental statements of work, unless indicated otherwise in the statement of work, all supplemental statements of work shall be subject to all

terms and conditions of this Software Development and Implementation Agreement.

- 1.3. Timeline. The work shall proceed according to the timeline set forth as **Attachment A**. West Central shall be responsible for installation of the Licensed Software at a site designated by the County (the “**County Site**”).
- 1.4. Payment. The County agrees to pay West Central for the services established in the statement of work in Section 1.2 according to the fees and payment scheduled attached hereto as **Attachment B** (the “**Scheduled Rates**”). Payment shall be made within 30 days of West Central’s invoices thereof. West Central shall provide the County with supporting documentation for such invoices as the County may reasonably request.
- 1.5. Third Party Hardware and Software. The County shall ensure that its hardware and software currently in use meets the technical requirements set forth in **Attachment C**, attached hereto and made a part hereof. The County understands that it is the obligation of the County to order, purchase, and install the equipment and software that is compatible with Licensed Software. The Licensed Software cannot be installed or tested until all required equipment is on hand and in complete working order. West Central shall have no liability for late or malfunctioning installations caused by late or nonworking equipment.
- 1.6. Performance. Acceptance testing shall be commenced within 10 days of delivery and installation of the Licensed Software by West Central. Acceptance shall occur upon the County's written notice to West Central that the Licensed Software has been accepted, and the Licensed Software shall be deemed accepted when it has operated for 30 consecutive days in conformity with the specifications set forth in the Request for Proposals. In the event that the Licensed Software does not so perform the period may be extended on a day-to-day basis until such performance is achieved for 30 consecutive days. In the event that the Licensed Software does not meet the specifications, the County shall detail in writing the deficiencies in the Licensed Software.

2. **Further Enhancements.**

- 2.1. In addition to the development established in the statement of work in Section 1.2 herein, the County may determine that one or more improvements, enhancements, upgrades, updates, modifications, corrections, revisions or other changes thereto (“**Further Enhancements**”) should be made to the Licensed Software. The County will request a Further Enhancement by delivering a draft set of user requirements to West Central detailing the general functionality required of such Further Enhancement and any other general requirements to be met.
- 2.2. West Central shall respond within a reasonable time to user requirements received by it under Section 2.1 above by providing the County with a written best estimate

of the personnel and time required to carry out such Further Enhancement, together with any general comments on the user requirements that may be appropriate. The estimate shall be inclusive of the personnel and time required to produce documentation as required under this Agreement, project management, consultancy work and all West Central internal testing.

- 2.3. Upon receipt of West Central's estimate under Section 2.2 above, the County will review the user requirements for the Further Enhancement and shall make any changes in the user requirements that it deems necessary. The County will then prepare a detailed functional specification and a proposed project timetable specifying dates for completion of the relevant phases of the Further Enhancement based on West Central's estimate. The County may request West Central to complete the project timetable on its behalf based on the County's delivery requirements.
- 2.4. Upon receipt of the functional specification for the Further Enhancement (as revised under Section 2.3 above) and the proposed project timetable, West Central shall review its estimate and shall advise the County of the extent to which it can comply with the functional specification and the proposed project timetable. The parties shall then agree upon any changes to the functional specification or to the project timetable which may be necessary to enable West Central to complete the Further Enhancement in accordance with both of those documents.
- 2.5. Upon completion and written agreement by West Central and the County of the documentation referred to in Section 2.4 above, West Central shall carry out and implement the Further Enhancement in accordance with the agreed functional specification and project timetable. This will be done at West Central's premises or at the County's premises as required.
- 2.6. Each Party shall appoint a primary contact, who shall be the contact point for every issue concerning the work on the Further Enhancement and who shall be informed of the progress of the project. The names of the contacts will be exchanged in writing by the parties. Using the contacts, the parties shall report to each other as mutually agreed upon as to the progress being made by each of them in relation to their various responsibilities set out in the project plan, any delays being encountered and the actions being taken to recover from such delays.
- 2.7. Each Further Enhancement must be authorized by the primary contacts at both the County and West Central. West Central shall not be required to proceed with the work on a Further Enhancement that has been authorized by the County orally unless and until such authorization is confirmed in writing.
- 2.8. West Central shall be responsible for the initial installation of each Further Enhancement at the County Site. Within 30 days after the delivery and installation of each Further Enhancement, the County will certify full acceptance of such Further Enhancement or will provide West Central with a detailed written

report of the reasons that the County does not believe that the Further Enhancement does not comply with the agreed functional specifications. Any Further Enhancement made under this Agreement shall be provided to the County on any machine-readable media reasonably required by the County.

3. **Implementation Services.**

- 3.1. During the Implementation Services Period as specified herein, West Central agrees to provide to the County such personnel and services as are reasonably required for the installation and implementation of the Licensed Software, including any enhancements made by West Central (the “**Implementation Services**”), using such computer hardware, telecommunications equipment and other resources located at the premises of West Central or at the County Site or both (collectively, the “**Facilities**”) as West Central and the County may mutually determine from time to time are required for such purpose.
- 3.2. The “**Implementation Services Period**” shall begin upon the written request of the County for West Central to begin providing the Implementation Services and shall continue for a period of 12 months.
- 3.3. Without limiting the generality of the foregoing, the County shall provide sufficient office space to house such employees, contractors, agents or representatives of West Central (“**West Central Representatives**”) as West Central may reasonably deem to be necessary to perform the Implementation Services at the County Site and shall provide West Central Representatives with such access to the County’s Facilities as may be reasonably necessary to enable such persons to perform the Implementation Services, including without limitation:
 - (a) the use of the County’s computer network and associated modems, printers and other peripheral equipment and devices, and associated support systems, including Internet access;
 - (b) the use of the County’s telephone system, including hardware, switches and lines;
 - (c) the use of suitable office space, furniture and supplies, including photocopiers and fax machines, and adequate parking space for West Central’s personnel; and
 - (d) the use of all integral building support systems and utilities, including lighting, heating, cooling and electricity at all times as West Central may reasonably determine to be required for it to provide the Management Services at the County Site.
- 3.4. West Central Representatives shall not unreasonably interfere with the normal work activity at the County Site. West Central Representatives shall at all times

comply with all security measures reasonably established by the County with respect to West Central Representatives' use of the Facilities at the County Site.

- 3.5. West Central Representatives shall at all times be the responsibility of West Central. West Central shall replace any West Central Representatives promptly upon the County's request based upon reasonable cause. West Central shall reimburse, indemnify and hold the County harmless for any and all costs, expenses, damages, losses, liabilities and obligations that may be incurred by the County as a result of any negligent acts or omissions and for any willful misconduct of West Central Representatives in their use of the Facilities at the County Site.
- 3.6. West Central Representatives shall be deemed not to be at any time employees or servants of the County and West Central is and shall remain an independent contractor for all purposes. Unless otherwise agreed to in a written agreement, West Central does not undertake to perform any obligation of the County, whether regulatory or contractual, or to assume any responsibility for the County's business or operations.
- 3.7. The County shall reimburse, indemnify and hold West Central harmless for any and all costs, expenses, damages, losses, liabilities and obligations that may be incurred by West Central as a result of any negligent acts or omissions and for any willful misconduct of the County's employees, contractors, agents or representatives in the provision of the Facilities at the County Site to West Central Representatives.
- 3.8. Any and all information not generally known to the public learned by West Central or the County as a result of West Central's use of the Facilities at the County Site, whether of a technical or business nature, shall be considered confidential. The Parties agree that such confidential information shall not be disclosed to any third party or parties without the written consent of the other party. Each Party shall take reasonable measures to protect against nondisclosure of such confidential information by its officers, employees, contractors, agents and representatives.
- 3.9. West Central shall be excused from performance of the Implementation Services at the County Site while, and to the extent that, its use of the Facilities at the County Site is prevented by any event or casualty beyond the reasonable control of West Central. In the event of such an event or casualty, the County shall be responsible for making alternate arrangements with respect to the interrupted use of the Facilities; however, West Central agrees to cooperate with the County to restore West Central's use of the Facilities at the County Site as soon as reasonably practicable.
- 3.10. In the event that the County directly or indirectly (other than through West Central) hires, whether as an employee, independent contractor, or in any other

capacity, any person who was, within one year prior to the hiring, an West Central Representative, the County agrees to pay West Central a finder's fee equal to two times that person's annualized salary at the time he or she left the employment or other engagement by West Central.

4. **Compensation for Further Enhancements and Management Services.**

- 4.1. Work to be performed by West Central on each Further Enhancement and the Implementation Services shall be charged to the County at the Scheduled Rates set forth on **Attachment B** hereto.
- 4.2. The County agrees to reimburse West Central for the reasonable cost of travel, accommodations and meals involved in visits for approved Services. Travel charges must be preapproved by the County and will be paid at West Central's then-current hourly rate for travel related to services. The County further agrees to reimburse West Central for the reasonable and documented costs of materials and other related expenses incurred by West Central in developing and implementing any Further Enhancement, such as third-party software or hardware specifically required for such Further Enhancement.
- 4.3. Any payments due to West Central from the County hereunder will be invoiced by West Central and will be payable 30 days after the County's receipt of such invoice. Past due payments bear interest from the due date at the rate of the lesser of 1-1/2% per month or the highest rate permitted by applicable law. Each such invoice delivered to the County will provide details of the charges to the County, applicable rates and hours of West Central personnel providing services to the County and will be supported by proper invoices and vouchers in respect of all expenses for which reimbursement is claimed.

5. **Ownership of Licensed Software and Further Enhancements.**

- 5.1 Each Further Enhancement shall be owned by West Central and shall become part of the Licensed Software and subject to the License Agreement as set forth in this Agreement including without limitation the confidentiality provisions thereof and the provisions thereof regarding ownership. West Central shall own all Intellectual Property Rights (as defined below) and all other rights, title and interests in and to the Licensed Software, each Further Enhancement, and the related documentation and materials, the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Licensed Software or to any Further Enhancement, including any derivative works resulting therefrom. As used herein, "**Intellectual Property Rights**" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, mask-works, service marks, trade names, trade secrets, patents, designs, algorithms and other industrial property, whether arising by operation of law,

contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any “moral rights” associated with such rights.

- 5.2. West Central shall have the right to use all or any part of each Further Enhancement for any work or services done for or provided to any other customer of West Central.

6. Warranties.

- 6.1. West Central warrants that, for 90 days following the County’s written acceptance of the Licensed Software or any Further Enhancement, as installed at the County Site or, if earlier, upon the County’s first use of the Licensed Software or any Further Enhancement for making property records available to the public (the “**Warranty Period**”), such Licensed Software or Further Enhancement will be free from material reproducible programming errors and defects in workmanship and materials, and will substantially conform to West Central’s user documentation, when maintained and operated in accordance with West Central’s instructions. If material reproducible programming errors are discovered during the Warranty Period, West Central shall promptly remedy them at no additional expense to the County. This warranty to the County shall be null and void if the County is in default under this Agreement or if the nonconformance is due to:

- (a) hardware failures due to defects, power problems, environmental problems or any cause other than the Licensed Software itself;
- (b) modification of the Licensed Software, operating systems or computer hardware by any party other than West Central; or
- (c) misuse, errors or negligence of the County, its employees or agents in operating the Licensed Software.

- 6.2. West Central represents and warrants that to its knowledge it is, and will be, the exclusive owner of the Licensed Software and each Further Enhancement, free and clear of any and all liens, encumbrances, and presently existing infringement claims, and has obtained all rights necessary to grant to the County the rights that it purports to grant in this Agreement. The County agrees that its sole remedies for infringement will be one of the following, at West Central’s option: (i) the replacement by West Central of the infringing material with a non-infringing version without loss of material functionality, (ii) to the extent commercially feasible, procurement of a license for the County to use the infringing material, or (iii) termination this Agreement.

7. Assistance by the County.

The County shall assist West Central in the performance of its services under this Agreement by making available all equipment, software, documentation, information and personnel required for the execution of this Agreement on a timely basis. The County shall also ensure that those of its personnel who are assigned to assist West Central are familiar with the County's requirements and have the expertise and capabilities necessary to permit West Central to undertake and complete the services under this Agreement.

8. Records and Examinations.

- (a) West Central will maintain records which reflect all revenues, costs incurred and services provided by West Central in performance of this Agreement.
- (b) The County, the State Auditor or legislative authority, or any of their duly authorized representatives, at any time during normal business hours and as often as they reasonably deem necessary, for a minimum of six years from the end of the Term, pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine the books, records, documents, and accounting procedures and practices of West Central which are relevant to West Central's performance and determination of the agreed upon payments under this Agreement. Such examinations shall be conducted at the location where West Central normally maintains such records. The County shall provide West Central with reasonable prior written notice of each such examination. Any information revealed by an examination shall be treated as trade secret information of West Central under Minnesota Statutes Section 13.37 subd. 1(b).

9. Standards. West Central shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.

10. Data Privacy.

All data collected, created, received, maintained or disseminated, or used for any purposes in the course of West Central's performance of this Agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 1301 et seq. (the "**Act**") or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. West Central agrees to abide by these statutes, rules and regulations as they may be amended.

11. Nondiscrimination.

West Central shall comply with and abide by the obligations and requirements set forth in Minnesota Statutes Section 181.59 and general County policy, that every contract contain provisions by which West Central agrees to freedom from discrimination in employment.

12. Limitation of Liability.

- 12.1. **THE WARRANTIES OF WEST CENTRAL CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE. THEY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR**

IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

12.2. **WEST CENTRAL'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES, AND EMPLOYEES TO THE COUNTY FOR DAMAGES WITH RESPECT TO THIS AGREEMENT AND ANY SUPPLEMENTAL STATEMENTS OF WORK THERETO SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES (EXCLUDING REIMBURSED EXPENSES) PAID TO WEST CENTRAL BY THE COUNTY. DAMAGES AS LIMITED BY THIS SECTION 12.2 SHALL BE THE COUNTY'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE.**

12.3. **IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, ALL WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE.**

13. Termination.

13.1. This Agreement may be terminated by either Party on written notice if the other Party breaches any of its material obligations hereunder and fails to remedy the breach within 30 days of receipt of notice in writing thereof. In the event that the terminating Party can demonstrate that such breach has involved it in additional costs, then it shall have the right to recover such costs from the breaching Party.

13.2. Either Party may terminate this Agreement forthwith on written notice if the other Party shall become insolvent or bankrupt or make an arrangement with its creditors or go into liquidation.

13.3. Termination of this Agreement shall not prejudice any rights of either Party which have arisen on or before the date of termination and shall not prejudice the License Agreement or any rights of either Party thereunder.

14. General.

14.1 Independent Contractor.

- (a) It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting West Central as the agent, representative, or employee of the County for any purpose of in any manner whatsoever. West Central is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement.
 - (b) West Central represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of West Central or other persons, while engaged in the performance of any work or services required by West Central under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County.
 - (c) Neither West Central nor its employees will at any time be construed to be employees of the County. West Central is responsible for its employees' compensation, fringe benefits and all insurance coverage.
- 14.2 Subcontracting and Assignment. If West Central subcontracts its obligations under this Agreement, West Central shall be responsible for the performance of all obligations by the subcontractors.
- 14.3 Modifications. Any material alteration, modification or variation of this Agreement shall be reduced to writing as an amendment and signed by Parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and West Central shall not require written approval.
- 14.4 Merger. It is understood and agreed that the entire contract of the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of this Agreement.
- 14.5 Governing Law. The construction, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of Minnesota without giving effect to its choice of law rules.
- 14.6 Assertion of Liability. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a legal entity and any liability relating thereto shall be enforceable only against the assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director or manager of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the provisions of this Section.

- 14.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.
- 14.8 Waivers. Any failure by either Party to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.
- 14.9 Third-Party Beneficiaries. The Parties agree that, except as provided in Section 14.6, there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.
- 14.10 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth in the preamble above or to such other address as either Party may, from time to time, designate by notice to the other Party.
- 14.11 Publicity. West Central may issue a press release or public announcement concerning this Agreement and the transactions which are the subject hereof, with the County's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the County hereby acknowledges that after an initial press release West Central, and its affiliates, may reference its customer relationship with the County in any and all documents distributed in connection with any financing transactions and any marketing documents.
- 14.12 Force Majeure. Neither Party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that Party's control, including, without limitation natural disasters, acts of God, terrorism, vandalism, civil disturbance, any governmental action, strikes, or labor disputes, or any similar or dissimilar cause.
- 14.13 Counterparts. This Agreement may be executed by the Parties in multiples counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Software Development and Implementation Services Agreement as of the Effective Date.

WEST CENTRAL INDEXING, L.L.C.

Le SUEUR COUNTY

By: _____

By: _____

Printed Name: Thomas Fischer

Printed Name: Sharon Budin

Title: Vice President

Title: County Recorder

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:

Attachment A-Statement of Work

Attachment B-Fees and Payment Schedule

Attachment C-Hardware Requirements

SOFTWARE DEVELOPMENT AND IMPLEMENTATION SERVICES AGREEMENT ATTACHMENT A

Le Sueur Statement of work

- Phase 1 (Gap analysis)

Roles\Responsibilities:

West Central Indexing:

- Provide data migration personnel to determine any possible data migration gaps between Le Sueur County data sources and RecordEASE.
- Provide software developer to determine any possible software business logic gaps between Le Sueur County mandatory requirements stated in RFP and RecordEASE system.

Le Sueur County IT:

- Provide data storage personnel to assist in determining any and all locations data may need to be migrated from within Le Sueur County data sources.
- Provide infrastructure personnel to assist in determining any gaps between Le Sueur County and RecordEASE system capabilities.
- Provide in-house Application Extender expert with knowledge of the current and future implementation goals and strategies of the Imaging system to determine any gaps between current imaging implementation, future APPLICATION EXTENDER implementation and RecordEASE system.

Le Sueur County Subject Matter Expert:

- Provide business office process expert to assist in determining any gaps between current business process, desired business process, mandatory business process requirements stated and RecordEASE system.
- Provide interdepartmental process expert to assist in assist in determining any gaps between current business process, desired business process, mandatory business process requirements identified and RecordEASE system.

Tasks

- Identify those integration points between RecordEASE and other systems that need to be created or modified by West Central Indexing, Le Sueur County or other vendors to satisfy Le Sueur County's desired final system and stated mandatory requirements in RFP.
- Identify solutions to those GAPS found that cannot be addressed by business process modifications.

- Identify the resources (West Central Indexing, Le Sueur County and other vendors) needed to produce the desired outcome for those GAPs that cannot be addressed by business process modifications.

Deliverables

- Gap analysis demonstrating the discovered gaps between Le Sueur County desired outcome, Le Sueur County stated requirements and RecordEASE base implementation.
- Data migration analysis demonstrating all known data sources and locations in RecordEASE where data would be migrated and purpose of migration.
- Data cleansing analysis demonstrating all agreed upon data cleansing desired by Le Sueur County. I.E. condensing of document types from stated number of document types to desired number of document types.

• Phase 2 (Implementation Design)

Roles\Responsibilities:

West Central Indexing:

- Provide data migration personnel to determine accurate times needed to migrate all data found in phase 1.
- Provide software developer to determine accurate times needed to close any gaps found in phase 1.

Le Sueur County IT:

- Provide data storage personnel to assist in determining accurate times needed to access any data gaps found in phase 1.
- Provide infrastructure personnel to determine accurate times needed to close any gaps found in phase 1.
- Provide in-house Image Plus expert with knowledge of the current and future implementation goals and strategies of the Application Extender system to determine accurate times needed to close any gaps found in phase 1.

Le Sueur County Subject Matter Expert:

- Provide business office process expert to determine accurate times needed to close any gaps found in phase 1.
- Provide interdepartmental process expert to determine accurate times needed to close any gaps found in phase 1.

Tasks

- Create project timeline for implementation that includes accurate GAP analysis resources and accurate GAP analysis solutions.

Deliverables

- Project timeline

- Phase 3 (Base Implementation\Data Conversion)

Roles\Responsibilities:

West Central Indexing:

- Provide production installation personnel to work with Le Sueur County IT personnel creating databases, installation routine, web services, web site and application server installation.

Le Sueur County IT:

- Provide database personnel and infrastructure personnel to assist in installation of database, application server applications and web site and web services.
- Provide workstation personnel to assist in creating application roll-out plan that meets Le Sueur County requirements for installing application to workstations.

Le Sueur County Subject Matter Expert:

- Provide subject matter experts to aid in the data migration and data cleaning should there be a desire to shrink the number of document types, integration of legal descriptions with Tax system, etc.

Tasks

- Product installation
- Data Conversion

Deliverables

- Base product installed on web servers and application servers in all domains desired (production, Staging, Testing, Development, etc.)
- Base product installed on all desired workstations servers in all domains desired (production, Staging, Testing, Development, etc.)
- Base product database created on database server servers in all domains desired (production, Staging, Testing, Development, etc.)
- Base conversion routine to convert Torrens data and Tract data

- Phase 4 (GAP item implementation)

Roles\Responsibilities:

West Central Indexing:

- Provide software development personnel to create\modify user interface modifications as determined in GAP analysis.
- Provide software development personnel to create\modify business logic modifications as determined in GAP analysis.

Le Sueur County IT:

- Provide IT personnel with knowledge of the Application Extender and implementation at Le Sueur County to assist in integration items determined in GAP analysis.
- Provide IT personnel with knowledge of the current Tax system design and implementation at Le Sueur County to assist in integration items determined in GAP analysis.
- Provide IT personnel with knowledge of the current Le Sueur GIS design and implementation at Le Sueur County to assist in integration items determined in GAP analysis.

Le Sueur County Subject Matter Expert:

- Provide subject matter experts to assist in the modification

Tasks

- Create application modifications to satisfy all GAP items determined to fall into the domain of application modification.
- Create integration mechanisms to satisfy all GAP items determined to fall into the domain of West Central Indexing provided integration points.

Deliverables

- New or modified user interfaces to satisfy all GAP items determined to fall into the domain of application modification.
- New or modified business logic all GAP items determined to fall into the domain of application modification.
- New or modified integration software mechanisms to satisfy all GAP items determined to fall into the domain of West Central Indexing provided integration points.

• Phase 5 (Training)

Roles\Responsibilities:

West Central Indexing:

- Provide training personnel to train Le Sueur County business users
- Provide training personnel to train Le Sueur County IT personnel on basic systems logging, configuration, troubleshooting mechanisms and data structures.

Le Sueur County IT:

- Provide IT personnel tasked with maintaining the RecordEASE systems.

Le Sueur County Subject Matter Expert:

- Provide business users who want to learn a really cool system that will make their lives so much easier.

Tasks

- Train users on the day-to-day use of the system
- Train configuration users on the setup of the system and modification to the systems configuration data.
- Train IT personnel on the implementation of the system and its' logging capabilities, base system configuration data and other aspects of the system infrastructure.

Deliverables

- Training material
- Training sessions

• Phase 6 (Testing)

Roles\Responsibilities:

West Central Indexing:

- Provide personnel capable of making modification so software systems
- Provide personnel capable of making data migration modifications as the data is cyclically converted throughout the project.
- Personnel to work with both Le Sueur County IT and Le Sueur County Subject Matter Experts to design test plans.

Le Sueur County IT:

- Provide database personnel capable of making backups of database and restores of database.
- Provide personnel capable of making modification to web servers in DMZ to turn on testing and turn of testing or ERER and Web Front End as desired by Le Sueur County IT.
- Personnel to work with both West Central Indexing and Le Sueur County Subject Matter Experts to design test plans.

Le Sueur County Subject Matter Expert:

- Provide personnel capable of making decisions on application test acceptance or non-acceptance.
- Personnel to work with both West Central Indexing and Le Sueur County IT to design test plans.

Tasks

- Cyclically test the conversion of data throughout the project for modification to data cleansing, data migration and other data issues as they may arise until Go-Live.
- Test the application modification as determined by GAP analysis for acceptance based on Le Sueur County stated requirements and Le Sueur County desired outcome.
- Test the integration mechanisms as determined by GAP analysis for acceptance based on Le Sueur County stated requirements and Le Sueur County desired outcome.

Deliverables

- Test plans.
- The system to be tested.
- The database conversion routine to be tested.
- The GAP analysis application modifications to be tested.
- The GAP analysis integration mechanisms to be tested.

- Phase 7 (Go-Live)

Roles\Responsibilities:

West Central Indexing:

- Provide personnel onsite to assist in any last minute items that may arise during Go-Live.

Le Sueur County IT:

- Provide IT personnel with knowledge of the Application Extender design and implementation at Le Sueur County during Go-Live.
- Provide IT personnel with knowledge of the current Tax system design and implementation at Le Sueur County during Go-Live.
- Provide IT personnel with knowledge of the current Le Sueur County GIS design and implementation at Le Sueur County during Go-Live.

Le Sueur County Subject Matter Expert:

- Provide business users who will do their best to enjoy their new system.

Tasks

- Run final data migration routine
- Sign data conversion completion form
- Go-Live
 - ✓ Turn off old TriMin system and other systems
 - ✓ Turn on new RecordEASE system

Deliverables

- New system with converted and cleaned data.

Timeline:

Task/Milestone	StartDate (TBD)	EndDate (TBD)
Contract Signing	Unknown	Unknown
Phase 1 (GAP analysis)	1/31/19 Contract Signing	2 Weeks from StartDate
GAP Analysis Sign-off	EndDate Phase 1	EndDate Phase 1
Phase 2 (Implementation Design)	EndDate Phase 1	2 Months from StartDate
Phase 3 (Base Implementation\Data Conversion)	EndDate Contract Signing	Base Implementation finished 1 week from StartDate Conversion end date is Go-Live 1 st Cut of data 1 Month from StartDate
Base System Implemented with 1 st Cut of data	1 week from Start of Phase 3	1 week from Start of Phase 3
Phase 4 (GAP item implementation)	EndDate Phase 3	2 Months from StartDate
Phase 5 (Training)	BaseSystem Implementation with 1 st Cut of data	1 Month from StartDate
Phase 6 (Testing)	BaseSystem Implementation with 1 st Cut of data	1 Month from StartDate
Training Sign-off	EndDate of Phase 5 (Training)	EndDate of Phase 5 (Training)
Testing Sign-off	EndDate of Phase 6 (Testing)	EndDate of Phase 6 (Testing)
Phase 7 (Go-Live)	Training Sign-off and Testing Sign-off	One Week from StartDate

SOFTWARE DEVELOPMENT AND IMPLEMENTATION SERVICES AGREEMENT
ATTACHMENT B
Development and Implementation Fees and payment Schedule

Fees

Project Installation Fees

Data Conversion Fee	\$15,000.00
Implementation Fee	\$12,500.00
Training Fee	<u>\$12,500.00</u>
Total Project Installation Fees	\$40,000.00

Payment Schedule

First Payment – Due at time of signing agreements	\$ 10,000.00
Second Payment – Due February 15, 2019	\$ 10,000.00
Third Payment – Due April 15, 2019	\$ 10,000.00
Fourth Payment – Due June 15, 2019	<u>\$ 10,000.00</u>
Total Installation Fees Payments	\$ 40,000.00

Hourly Rates for Future Statements of Work

Software Development	\$115.00 per hour
Additional Training	\$115.00 per hour

Pricing includes all applicable sales tax.

**SOFTWARE DEVELOPMENT AND IMPLEMENTATION SERVICES AGREEMENT
ATTACHMENT C
Hardware Requirements**

**RecordEASE
Minimum & Recommended Hardware Requirements
Multi-Server Configuration**

OPERATING SYSTEM REQUIREMENTS - HARDWARE AND SOFTWARE SPECIFICATIONS FOR EACH
DESIGNATED SITE AND DESIGNATED EQUIPMENT

Component	Minimum	Recommended
Workstation (Hardware)	Pentium® Dual Core 3GHz 1 GB RAM 2 GB Hard Drive 19" Monitor 1280 x1024 capable video card Network card	Intel® Core i series 3.2GHz 2 GB MB RAM 2 GB Hard Drive 20" or greater Monitor 1280 x1024 capable video card Network card
Workstation (Software)	Windows 7 32bit\64bit Windows 8.X 32bit\64bit Latest service packs	Windows 10 64bit Latest service packs
Application\Web Server (Hardware ⁱ)	Intel® Xeon® processor 5500 or 5600 series 4 GB RAM 5 GB hard drive free space for storage of images (If no other storage hardware is used) + Minimum required space for operating system. Network Card Dedicated Phone Line or Internet connection Remote control software Data Backup system Appropriate Firewall if Electronic Recording system is deployed	Dual Core Intel® Xeon® processor 6000 series 16 GB RAM 5 GB hard drive free space for storage of images (If no other storage hardware is used) + Minimum required space for operating system. Network Card Dedicated Phone Line or Internet connection Remote control software Data Backup system Appropriate Firewall if Electronic Recording system is deployed

Component	Minimum	Recommended
Database Server (Hardware ⁱⁱ)	Intel® Xeon® processor 5500 or 5600 series 24 GB RAM 50 GB hard drive free space for storage of database (If no other storage hardware is used) + Minimum required space for operating system. Network Card Dedicated Phone Line or Internet connection Remote control software Data Backup system Appropriate Firewall if Electronic Recording system is deployed	Multi-Core Intel® Xeon® processor 6000 series 64 GB RAM 50 GB hard drive free space for storage of database (If no other storage hardware is used) + Minimum required space for operating system. Network Card Dedicated Phone Line or Internet connection Remote control software Data Backup system Appropriate Firewall if Electronic Recording system is deployed
Web Server (Software)	Windows 2008R2\2012R2 with appropriate CAL's and latest service packs Configured as Web Server	Windows 2016 with appropriate CAL's and latest service packs Configured as Web Server
Application Server (Software)	Windows 2008R2\2012R2 with appropriate CAL's and latest service packs Configured as Application Server	Windows 2016 with appropriate CAL's and latest service packs Configured as Application Server
Database Server (Software)	Windows 2008R2\2012R2 with appropriate CAL's and latest service packs MS SQL2008\MSSQL2012 with appropriate CAL's Latest Service Packs	Windows 2016 with appropriate CAL's and latest service packs MS SQL2016 with appropriate CAL's Latest Service Packs MS SQL Reporting Services MS SQL Analysis Services MS SQL Integration Services

Hardware recommendations are based on the assumption that only RecordEASE will exist on recommended hardware, if other systems also reside on hardware, then appropriate measures will need to be made by client to determine necessary CPU, Memory and Disk needs.

No recommendation of disk space is estimated for images until assessment of current image storage is performed.

ⁱ An equivalently sized Virtual Server is acceptable.

ⁱⁱ An equivalently sized Virtual Server is acceptable if the disk response for the SQL database is 10ms for the t-log and 20ms for the data for the given work load

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This **SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT** (this “**Agreement**”) is made effective as of _____, 2019 (the “**Effective Date**”), by and between Le Sueur County, a political subdivision of the State of Minnesota (the “**County**”), having offices at 88 South Park Avenue, Le Center, Minnesota 56057, and WEST CENTRAL INDEXING, L.L.C. a Minnesota limited liability company, (“**West Central**”), having offices at 405 22nd Avenue W, Alexandria, MN 56308 (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the County’s Department of County Recorder (the “**Department**”) has Interest in a new Property Records Management System.

WHEREAS, the County selected West Central’s RecordEASE Suite of products for such system (the “**Licensed Software**”); and

WHEREAS, the Parties are concurrently entering into a license agreement (the “**License Agreement**”) and a Software Development and Implementation Services Agreement (the “**Development and Implementation Agreement**”) with respect to the Licensed Software; and

WHEREAS, the Parties wish to enter into this Maintenance and Support Agreement in order to set forth the terms and conditions pursuant to which West Central shall provide software maintenance and support services to the County, with respect to the Licensed Software.

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

The recitals set forth in the whereas clauses above are incorporated by reference as if set forth herein.

1. **Definitions.**

- 1.1. “**Correction**” means the repair or replacement of source or object or executable code versions of the Licensed Software to remedy an Error. A Correction may be in the form of a patch to the Licensed Software.
- 1.2. “**Enhancement**” means technical or functional additions to the Licensed Software to improve software functionality or operations.
- 1.3. “**Error**” means a malfunction in the Software which degrades the use of the Licensed Software.

- 1.4. **“Licensed Software”** means the West Central’s RecordEASE and Vitals, Licensing, and Permitting products licensed by West Central under the License Agreement, plus all customizations thereof provided by West Central under the **Software Development and Implementation Services Agreement** and this Agreement.
- 1.5. **“OTRS”** means the Open source Ticket Request System used by West Central to manage customer telephone calls and e-mails regarding the Licensed Software.
- 1.6. **“Severity Level 1”** means that the County’s Property Records Management System is down and unable to function.
- 1.7. **“Severity Level 2”** means that the County’s Property Records Management System is operational but with limitations, for which Corrections or Workarounds are required.
- 1.8. **“Severity Level 3”** means that the County’s Property Records Management System is operational and functional, but assistance is needed.
- 1.9. **“Severity Level 4”** means routine questions and consultation, while the County’s Property Records Management System remains operational and functional.
- 1.10. **“Update”** means all published revisions to the documentation and new releases of the Licensed Software which are not designated by West Central as new products for which West Central charges separately.
- 1.11. **“User Group”** means a group of West Central customers using all or some of the Licensed Software formed to share knowledge and experiences regarding the Licensed Software.
- 1.12. **“Workaround”** means a change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Licensed Software.

2. **Software Maintenance.** The following technical and functional improvements will be provided by West Central to maintain and improve Licensed Software operations:

- (a) Updates; and
- (b) Error Corrections contained in Updates;
- (c) Enhancements contained in Updates.

All Updates, Corrections, Enhancements and Workarounds provided to the County shall be owned by West Central and shall become part of the Licensed Software and shall be subject to the terms and conditions of the License Agreement, including without limitation the provisions thereof regarding ownership and confidentiality. Subject to the terms of the License Agreement,

West Central shall have the right to use all or any part of each Update, Correction, Enhancement and Workaround for any work or services done for, or provided to, any other customer of West Central.

3. Software Support.

3.1. User Support. West Central will provide user support services for the Licensed Software as follows:

- (a) Telephone support available from 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, on regular County business days (i.e., excluding weekends and County holidays); and
- (b) Email support for technical issues available from 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, on regular County business days (i.e., excluding weekends and County holidays).

3.2. System Support. West Central will provide system support services for the Licensed Software as follows:

- (a) Corrections to Errors which would not otherwise be addressed by scheduled Updates; and
- (b) Enhancements to the Licensed Software requested by the County to the extent such Enhancements are (i) agreed upon by the West Central User Group and (ii) included within the scope of Updates as determined by West Central.

3.3. Customer Support for RecordEASE, EDR and RecordEase Submissions. West Central will provide telephone support to customers for RecordEASE EDR submissions, from 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, on regular County business days (i.e., excluding weekends and County holidays).

4. Priority Levels. West Central shall respond in accordance with the following protocols in accordance with the Severity Levels, as follows:

4.1. Severity Level 1. West Central will return the call from the County in 30 minutes or less, with a Correction or Workaround provided as soon as possible and assigned first priority at West Central. In the OTRS system, the trouble ticket will be assigned OTRS Priority 5 (Very High).

4.2. Severity Level 2. West Central will return the call from the County in 30 minutes or less, and will provide a Correction or Workaround as soon as possible. In the OTRS system, the trouble ticket will be assigned OTRS Priority 4 (High).

4.3. Severity Level 3. West Central will return the call from the County in four hours or less, and will provide a Correction or Workaround, or other appropriate

response and resolution, within eight hours. In the OTRS system, the trouble ticket will be assigned OTRS Priority 3 (Normal).

- 4.4. Severity Level 4. West Central will return the call from the County in four hours or less and will provide a Correction or Workaround, or other appropriate response and resolution, in a timely manner. In the OTRS system, the trouble ticket will be assigned OTRS Priority 2 (Low).

5. **Maintenance and Support Fee.**

- 5.1. Fee for Maintenance and Support Services. The fee for maintenance and support services for the term of this agreement, as defined in Section 6.1, shall be \$15,000.00 per year for the first three years. The following two years will be \$15,540.00; thereafter, in the event the County elects to continue to receive maintenance and support services, the County shall pay West Central the annual maintenance and support fee then being charged by West Central to its customers generally for the Licensed Software. Pricing includes all applicable sales tax.
- 5.2. Payment Terms. Any payments due to West Central from the County hereunder will be invoiced by West Central and will be payable 30 days after the County's receipt of such invoice. Past due payments bear interest from the due date at the rate of the lesser of 1-1/2% per month or the highest rate permitted by applicable law. Each such invoice delivered to the County will provide details of the charges to the County, applicable rates and hours of West Central personnel providing services to the County and will be supported by proper invoices and vouchers in respect of all expenses for which reimbursement is claimed.

6. **Term and Termination.**

- 6.1. Term. Maintenance and support services shall be provided for an initial period of 60 months beginning upon the expiration of the Warranty Period, but not before July 15, 2019, under the Development and Implementation Agreement, and shall thereafter be extended for consecutive periods of 12 months each, unless terminated by either Party as provided in Section 6.2 of this Agreement.
- 6.2. Termination by County. The County may terminate the maintenance and support services under this Agreement at the end of the original term or at the end of any renewal term by giving West Central written notice of such termination at least 90 days prior to the scheduled expiration of such original term or renewal term. In addition to terminating or suspending this agreement, such termination shall also have the effect of terminating the License Agreement.
- 6.3. Suspension or Termination by West Central. In the event that the County fails to make payment pursuant to Section 5 (Maintenance and Support Fees) and such failure has not been cured within 30 days of the County's receipt of written notice of such failure, West Central may suspend or terminate the maintenance and

support services under this Agreement. In addition to terminating or suspending this agreement, such suspension or termination shall also have the effect of suspending or terminating the License Agreement.

- 6.4. Preservation of Rights. Termination of this Agreement shall not prejudice any rights of either Party which have arisen on or before the date of termination.

7. Assistance by the County.

The County shall assist West Central in the performance of its services under this Agreement by making available all equipment, software, documentation, information and personnel required for the execution of this Agreement on a timely basis. The County shall also ensure that those of its personnel who are assigned to assist West Central are familiar with the County's requirements and have the expertise and capabilities necessary to permit West Central to undertake and complete the services under this Agreement.

8. Records and Examinations.

- (a) West Central will maintain records which reflect all revenues, costs incurred and services provided by West Central in performance of this Agreement.
- (b) The County, the State Auditor or legislative authority, or any of their duly authorized representatives, at any time during normal business hours and as often as they reasonably deem necessary, for a minimum of six years from the end of the Term, pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine the books, records, documents, and accounting procedures and practices of West Central which are relevant to West Central's performance and determination of the agreed upon payments under this Agreement. Such examinations shall be conducted at the location where West Central normally maintains such records. The County shall provide West Central with reasonable prior written notice of each such examination. Any information revealed by an examination shall be treated as trade secret information of West Central under Minnesota Statutes Section 13.37 subd. 1(b).

9. Standards.

West Central shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.

10. Data Privacy.

All data collected, created, received, maintained or disseminated, or used for any purposes in the course of West Central's performance of this Agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 1301 et seq. (the "**Act**") or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. West Central agrees to abide by these statutes, rules and regulations as they may be amended.

11. Nondiscrimination.

West Central shall comply with and abide by the obligations and requirements set forth in Minnesota Statutes Section 181.59 and general County policy, that every contract contain provisions by which West Central agrees to freedom from discrimination in employment.

12. Limitation of Liability.

12.1. **WEST CENTRAL'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES, AND EMPLOYEES TO THE COUNTY FOR DAMAGES WITH RESPECT TO THIS AGREEMENT, OR ANY MAINTENANCE AND SUPPORT SERVICES PROVIDED BY WEST CENTRAL HEREUNDER (INCLUDING WITHOUT LIMITATION ANY CORRECTION, ENHANCEMENT, WORKAROUND OR UPDATE), SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID TO WEST CENTRAL BY THE COUNTY FOR SUCH MAINTENANCE OR SUPPORT SERVICES, AS THE CASE MAY BE. DAMAGES AS LIMITED BY THIS SECTION 12.1 SHALL BE THE COUNTY'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE.**

12.2. **IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, ALL WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE.**

13. General.

13.1 Independent Contractor.

- (a) It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Parties hereto or as constituting West Central as the agent, representative, or employee of the County for any purpose of in any manner whatsoever. West Central is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement.
- (b) West Central represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and

all personnel of West Central or other persons, while engaged in the performance of any work or services required by West Central under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County.

- (c) Neither West Central nor its employees will at any time be construed to be employees of the County. West Central is responsible for its employees' compensation, fringe benefits and all insurance coverage.

13.2 Subcontracting and Assignment.

If West Central subcontracts its obligations under this Agreement, West Central shall be responsible for the performance of all obligations by the subcontractors.

- 13.3 Modifications. Any material alteration, modification or variation of this Agreement shall be reduced to writing as an amendment and signed by Parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and West Central shall not require written approval.

- 13.4 Merger. It is understood and agreed that the entire contract of the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be a part of this Agreement.

- 13.5 Governing Law. The construction, interpretation, and performance of this Agreement shall be governed by the substantive laws of the State of Minnesota without giving effect to its choice of law rules.

- 13.6 Assertion of Liability. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a legal entity and any liability relating thereto shall be enforceable only against the assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director or manager of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the provisions of this Section.

- 13.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.

- 13.8 Waivers. Any failure by either Party to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.

- 13.9 Third-Party Beneficiaries. The Parties agree that, except as provided in Section 13.6, there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.
- 13.10 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth in the preamble above or to such other address as either Party may, from time to time, designate by notice to the other Party.
- 13.11 Publicity. West Central may issue a press release or public announcement concerning this Agreement and the transactions which are the subject hereof, with the County's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the County hereby acknowledges that after an initial press release West Central, and its affiliates, may reference its customer relationship with the County in any and all documents distributed in connection with any financing transactions and any marketing documents.
- 13.12 Force Majeure. Neither Party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that Party's control, including, without limitation natural disasters, acts of God, terrorism, vandalism, civil disturbance, any governmental action, strikes, or labor disputes, or any similar or dissimilar cause.
- 13.13 Counterparts. This Agreement may be executed by the Parties in multiples counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Software Maintenance and Support Agreement as of the Effective Date.

WEST CENTRAL INDEXING, L.L.C.

Le SUEUR COUNTY

By: _____

By: _____

Printed Name: Tom Fischer

Printed Name: Sharon Budin

Title: Vice President

Title: County Recorder

Date: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 8

10:20 a.m. Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 9

10:30 a.m. Bruce Kimmel, Ehlers

RE: Bond Bid Results

Staff Contact:

**CERTIFICATION OF MINUTES RELATING TO
\$12,635,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS,
SERIES 2019A**

Issuer: Le Sueur County, Minnesota

Governing Body: Board of County Commissioners

Kind, date, time and place of meeting: A regular meeting held on January 15, 2019, at 9:00 a.m., at the County Offices in Le Center, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE
PAYMENT OF \$12,635,000 GENERAL OBLIGATION CAPITAL
IMPROVEMENT BONDS, SERIES 2019A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on January ___, 2019.

County Auditor-Treasurer

4818-5826-5988\4

It was reported that eight (8) sealed proposals for the purchase of the Bonds were received prior to 12:30 p.m. on January 14, 2019, pursuant to the Preliminary Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., municipal advisor to the County. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)



EHLERS
LEADERS IN PUBLIC FINANCE

BID TABULATION

\$13,700,000* General Obligation Capital Improvement Bonds, Series 2019A

Le Sueur County, Minnesota

SALE: January 14, 2019

AWARD: PIPER JAFFRAY

Rating: S&P Global Ratings "AA"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER JAFFRAY	2021	5.000%	1.900%	\$14,746,493.50	\$5,624,533.76	3.1290%
Minneapolis, Minnesota	2022	5.000%	1.830%			
	2023	5.000%	1.900%			
	2024	5.000%	1.950%			
	2025	5.000%	2.000%			
	2026	5.000%	2.090%			
	2027	5.000%	2.180%			
	2028	5.000%	2.270%			
	2029	5.000%	2.360%			
	2030	5.000%	2.440%			
	2031	4.000%	2.670%			
	2032	4.000%	2.790%			
	2033	3.000%	3.100%			
	2034	3.000%	3.170%			
	2035	3.250%	3.290%			
	2036	3.250%	3.350%			
	2037	3.250%	3.410%			
	2038	4.000%	3.170%			
	2039	4.000%	3.220%			
	2040	3.500%	3.560%			

* Subsequent to bid opening the issue size was decreased to \$12,635,000.

Adjusted Price - \$13,584,597.37 Adjusted Net Interest Cost - \$5,281,492.01 Adjusted TIC - 3.1379%



1-800-552-1171 | www.ehlers-inc.com

4818-5826-5988\4

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
FTN FINANCIAL CAPITAL MARKETS Memphis, Tennessee				\$14,881,067.24	\$5,718,374.81	3.1597%
UMB BANK, N.A. Kansas City, Missouri				\$15,008,080.64	\$5,770,029.08	3.1760%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$14,298,693.15	\$5,604,225.60	3.1901%
BAIRD Milwaukee, Wisconsin				\$14,600,014.60	\$5,733,724.29	3.1934%
RBC CAPITAL MARKETS, LLC New York, New York				\$14,287,728.25	\$5,678,644.55	3.2279%
CITIGROUP GLOBAL MARKETS INC. New York, New York				\$14,732,137.85	\$5,815,067.67	3.2374%
J.P. MORGAN SECURITIES LLC New York, New York				\$15,192,927.91	\$5,972,042.78	3.2494%



Bid Tabulation
Le Sueur County, Minnesota
\$13,700,000* General Obligation Capital Improvement Bonds, Series 2019A

January 14, 2019

Page 2

4818-5826-5988\4

Commissioner _____ introduced the following resolution and moved its adoption, which motion was seconded by Commissioner _____:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR
THE PAYMENT OF \$12,635,000 GENERAL OBLIGATION CAPITAL
IMPROVEMENT BONDS, SERIES 2019A

BE IT RESOLVED by the Board of County Commissioners (the “Board”) of Le Sueur County, Minnesota (the “County”), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. After notice duly published in the official newspaper of the County as set forth in Minnesota Statutes, Section 373.40, subdivision 2, on November 21, 2018, on December 11, 2018, this Board held a public hearing on the adoption of its 2019-2023 Capital Improvement Plan (the “Plan”) and the question of issuing general obligation capital improvement bonds pursuant to Minnesota Statutes, Section 373.40 and Chapter 475 in an amount not to exceed \$13,750,000 (the “CIP Bonds”). By resolution adopted December 11, 2018, this Board authorized the issuance and sale of the County’s General Obligation Capital Improvement Bonds, Series 2019A (the “Bonds”) in the approximate principal amount of \$13,700,000 for the purpose of financing the remaining portion of construction of a new justice center and courthouse remodel (the “Project”), as detailed in the Plan. No petition requesting a vote on the question of adopting the Plan or issuing the CIP Bonds was filed within 30 days of December 11, 2018.

The maximum principal and interest to become due in any year on the Bonds and all other bonds issued by the County under Minnesota Statutes, Section 373.40 (\$2,980,771.25) (consisting of all or a portion of the County’s Series 2011A, Series 2016A, Series 2017A, and Series 2018A Bonds) is less than 0.12 percent (\$4,865,612.76) of the estimated market value of property in the County (approximately \$4,054,677,300). This Board hereby finds that the Bonds may be issued without an election pursuant to Minnesota Statutes, Section 373.40, subdivision 2.

1.02. Sale. Pursuant to the Terms of Proposal and the Preliminary Official Statement, dated January 3, 2019, prepared on behalf of the County by Ehlers & Associates, Inc., municipal advisors to the County, sealed or electronic proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of Piper Jaffray, in Minneapolis, Minnesota (the “Purchaser”), to purchase the Bonds issued in the principal amount of \$12,635,000 at a price of \$13,584,597.37, plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute a contract on behalf of the County for the sale of the Bonds in accordance with the Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the County until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

1.04. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of February 14, 2019, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities. The Bonds shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Rate</u>
2021	\$395,000	5.000%	2031	\$650,000	4.000%
2022	420,000	5.000	2032	675,000	4.000
2023	440,000	5.000	2033	705,000	3.000
2024	460,000	5.000	2034	720,000	3.000
2025	485,000	5.000	2035	745,000	3.250
2026	510,000	5.000	2036	770,000	3.250
2027	535,000	5.000	2037	795,000	3.250
2028	560,000	5.000	2038	820,000	4.000
2029	590,000	5.000	2039	850,000	4.000
2030	620,000	5.000	2040	890,000	3.500

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.07 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.02. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.06 and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the

Bonds shall be payable semiannually on February 1 and August 1, commencing August 1, 2019, each such date being referred to herein as an Interest Payment Date, to the person in whose name the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.03. Redemption. Bonds maturing in 2029 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2028, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Auditor-Treasurer shall cause notice of the call for redemption thereof to be published if and as required by law and, at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bond to be redeemed at their addresses as they appear on the bond register described in Section 2.05 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.04. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the "Registrar"). The Chairperson and County Auditor-Treasurer are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar, effective upon not less than thirty (30) days' written notice and upon the appointment of (and acceptance of such appointment by) a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.05. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

- (a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen

or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor-Treasurer and shall be executed on behalf of the County by the signatures of the Chairperson and County Auditor-Treasurer, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Auditor-Treasurer shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.07. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or County Auditor-Treasurer, if not previously filed, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.08. Form of Bonds. The Bonds shall be prepared in substantially form attached as Exhibit A hereto.

SECTION 3. GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2019A CONSTRUCTION FUND. There is hereby established in the official books and records of the County a separate General Obligation Capital Improvement Bonds, Series 2019A Construction Fund (the "Construction Fund"). The County Auditor-Treasurer shall continue to maintain the Construction Fund until all costs and expenses incurred in connection with the Project, including costs of issuance, have been duly paid or provided for. The County hereby appropriates to the Construction Fund proceeds of the Bonds in the amount of \$13,083,832.99 (representing the estimated costs of the Project of \$13,003,813.97 and costs of issuance of \$80,019.00). After payment of all costs incurred with respect to the Project, including costs of issuance, the Construction Fund shall be discontinued and any proceeds of the Bonds remaining therein shall be credited to the Bond Fund described in Section 4 hereof.

SECTION 4. GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2019A BOND FUND. The Bonds shall be payable from a separate General Obligation Capital Improvement Bonds, Series 2019A Bond Fund (the "Bond Fund") of the County, which Bond Fund the County agrees to maintain until the Bonds have been paid in full. Into the Bond Fund shall be paid: (a) any funds received from the Purchaser upon delivery of the Bonds in excess of the amounts required by Section 3 to be credited to the Construction Fund; (b) \$500,764.38, representing capitalized interest; (c) the amounts specified in Section 3 above, after payment of all costs of the Project, including costs of issuance; (d) all taxes levied and collected pursuant to Section 5; and (e) any other funds appropriated by the Board for the payment of the Bonds. The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the County Auditor-Treasurer is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date. If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the County covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

SECTION 5. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. In order to produce aggregate amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the County, the taxes to be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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See attached Schedule I

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 6. BOND FUND BALANCE RESTRICTION. In order to ensure compliance with the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations thereunder (the "Regulations"), upon allocation of any funds to the Bond Fund, the balance then on hand in the Bond Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay the Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 7. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the County shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment

banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or, if notice of redemption as herein required has been irrevocably provided for, to such earlier redemption date.

SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. Covenant. The County covenants and agrees with the owners from time to time of the Bonds, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations, and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and applicable Regulations. The County represents and covenants that all improvements financed from the proceeds of the Bonds are and will be owned and operated by the County and available for use by members of the general public on a substantially equal basis. The County has not entered and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use, operation or maintenance of the Project or any part thereof which would cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chairperson and County Auditor-Treasurer being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the applicable Regulations.

8.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Reimbursement. The County certifies that the proceeds of the Bonds will not be used by the County to reimburse itself for any expenditure with respect to the Project which the County paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the County shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2)

of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. Qualified Tax-Exempt Obligations. The Bonds will not be designated as “qualified tax-exempt obligations.”

8.06. CONTINUING DISCLOSURE. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The County is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2018, the following financial information and operating data in respect of the County (the “Disclosure Information”):
 - (A) the audited financial statements of the County for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such

financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and

- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “Valuations--Current Property Valuations”, “Debt--Direct Debt,” “Tax Rates, Levies and Collections--Tax Levies and Collections,” “General Information—U.S. Census Data--Population Trend,” and “--Employment/Unemployment Data.”

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access System (“EMMA”) or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each a “Material Fact”):
 - (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults, if material;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (E) Substitution of credit or liquidity providers, or their failure to perform;

- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) Modifications to rights of security holders, if material;
- (H) Bond calls, if material, and tender offers;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities, if material;
- (K) Rating changes;
- (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:

- (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
- (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
- (C) the termination of the obligations of the County under this section pursuant to subsection (d);
- (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
- (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of

the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration and Levy of Taxes. The County Auditor-Treasurer is hereby authorized and directed to file a certified copy of this resolution in the County records, together with such additional information as required, and to issue a certificate that the Bonds have been duly entered upon the Auditor-Treasurer's bond register and the tax required by law has been levied.

9.02. Certification of Records. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County to the facts recited herein.

9.03. Official Statement. The Preliminary Official Statement relating to the Bonds, dated January 3, 2019, as of its date, prepared and distributed on behalf of the County by Ehlers & Associates, Inc., the municipal advisor for the County, is hereby approved. Ehlers & Associates, Inc. is hereby authorized, on behalf of the County, to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of such Official Statement.

9.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of

issuance expenses to Klein Bank on the closing date for further distribution as directed by the County's financial advisor, Ehlers & Associates, Inc.

Upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A
FORM OF SERIES 2019A BONDS

UNITED STATES OF AMERICA
STATE OF MINNESOTA

LE SUEUR COUNTY

GENERAL OBLIGATION CAPITAL IMPROVEMENT BOND,
SERIES 2019A

R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
____%	February 1, 20__	February 14, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

LE SUEUR COUNTY, State of Minnesota (the "County"), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 of each year, commencing August 1, 2019 (each such date, an "Interest Payment Date"), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, in Roseville, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar"). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$12,635,000 issued pursuant to a resolution adopted by the Board of Commissioners on January 15, 2019 (the "Resolution"), to finance construction of a new justice center and courthouse remodel (the "Project"), as described in the County's Capital Improvement Plan. This Bond is issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Section 373.40 and Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any multiple thereof, of single maturities.

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Bonds maturing in 2029 and later years are each subject to redemption and prepayment at the option of the County, in whole or in part, and if in part in such order of maturity dates as the County may select and by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000 as to Bonds maturing on the same date, on February 1, 2028, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date of redemption. Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the County will cause notice of the call for redemption to be published if and as required by law, and, at least thirty days prior to the designated redemption date, will cause notice of the call to be mailed by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of such Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the County.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the County has levied ad valorem taxes on all taxable property in the County, which taxes will be collectible for the years and in amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated the taxes to its General Obligation Capital Improvement Bonds, Series 2019A Bond Fund for the payment of principal and interest; that if necessary for payment of principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the County, without limitation as to rate or amount; and that the issuance of this Bond, together with all other indebtedness of the County outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

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4818-5826-5988\4

IN WITNESS WHEREOF, Le Sueur County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and County Auditor-Treasurer.

LE SUEUR COUNTY, MINNESOTA

(Facsimile Signature County Auditor-Treasurer)

(Facsimile Signature Chairperson)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

BOND TRUST SERVICES CORPORATION, as Bond
Registrar

By _____
Authorized Representative

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[illegible]

ASSIGNMENT

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

4818-5826-5988\4

SCHEDULE I

TAX LEVIES

TAX LEVY CALCULATION

Issue ID# 332101

Le Sueur County, MN

Dated Date: 2/14/2019

\$12,635,000 General Obligation Capital Improvement Bonds, Series 2019A

Call Date: 2/1/2028

Tax Levy				Bond			
Year	Tax Collect			Pay	Funds Available		
Year	Year			Year	(1)	P & I @ 105%	Net Levy
2018	/	2019	/	2020	500,764.38	(500,764.38)	0.00
2019	/	2020	/	2021	914,525.00		960,251.25
2020	/	2021	/	2022	919,775.00	919,775.00	965,763.75
2021	/	2022	/	2023	918,775.00	918,775.00	964,713.75
2022	/	2023	/	2024	916,775.00	916,775.00	962,613.75
2023	/	2024	/	2025	918,775.00	918,775.00	964,713.75
2024	/	2025	/	2026	919,525.00	919,525.00	965,501.25
2025	/	2026	/	2027	919,025.00	919,025.00	964,976.25
2026	/	2027	/	2028	917,275.00	917,275.00	963,138.75
2027	/	2028	/	2029	919,275.00	919,275.00	965,238.75
2028	/	2029	/	2030	919,775.00	919,775.00	965,763.75
2029	/	2030	/	2031	918,775.00	918,775.00	964,713.75
2030	/	2031	/	2032	917,775.00	917,775.00	963,663.75
2031	/	2032	/	2033	920,775.00	920,775.00	966,813.75
2032	/	2033	/	2034	914,625.00	914,625.00	960,356.25
2033	/	2034	/	2035	918,025.00	918,025.00	963,926.25
2034	/	2035	/	2036	918,812.50	918,812.50	964,753.13
2035	/	2036	/	2037	918,787.50	918,787.50	964,726.88
2036	/	2037	/	2038	917,950.00	917,950.00	963,847.50
2037	/	2038	/	2039	915,150.00	915,150.00	960,907.50
2038	/	2039	/	2040	921,150.00	921,150.00	967,207.50
Totals					18,866,089.38	(500,764.38)	19,283,591.26

(1) The following funds are available to pay the interest payments due August 1, 2019 to February 1, 2020:

Capitalized Interest:

500,764.38

CERTIFICATE OF LE SUEUR COUNTY AUDITOR-TREASURER
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor-Treasurer of Le Sueur County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on January 15, 2019, by the Board of Commissioners of Le Sueur County, Minnesota, levying taxes for the payment of, and setting forth the form and details of an issue of \$12,635,000 General Obligation Capital Improvement Bonds, Series 2019A, dated as of February 14, 2019.

I further certify that the issue has been entered on my bond register and the tax levy has been filed as required by Minnesota Statutes, Sections 475.61 through 475.63.

WITNESS my hand officially this _____ day of _____, 2019.

County Auditor-Treasurer

(SEAL)

4818-5826-5988\4