

POLK COUNTY BOARD

MEETING LOCATION:

**GOVERNMENT CENTER, 612 N. BROADWAY, CROOKSTON, MN
COUNTY BOARD ROOM #234A
AGENDA**

APRIL 23, 2024

8:00 A.M.

MEETING OPEN/CONVENE

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

REVIEWAL & APPROVAL OF THE AGENDA

CONSENT ITEMS

1. Approve the April 16, 2024, Board minutes.
2. Approve payment to Johnson Controls, Fargo, ND, in the amount of \$430.00 for Office Area Thermostats for the Facilities Department.

COUNTY BOARD MEMBERS ISSUE FORUM

8:30

SARAH REESE – PUBLIC HEALTH

1. Professional Services Agreement RiverView Health

8:35

KAREN WARMACK – SOCIAL SERVICES

1. Family Based Services Provider Replacement Request

8:40

RON DENISON – FINANCE

1. 2023 Year-End Financial Information

9:20

ANNALEE JONES – PROPERTY RECORDS

1. Aumentum Tax Software Contract and Board Ratification

ADJOURN

If you need any type of accommodation to participate in the Polk County Board meeting, please contact Chuck Whiting at (218) 281-5408 at least 1 working day before the meeting. This Board agenda is subject to change without notice.

APRIL 16, 2024
BOARD MINUTES

Pursuant to motion of adjournment, the Polk County Board of Commissioners met in regular session at 9:30 o'clock a.m., April 16, 2024. Members present: Commissioner Paul Reese, Commissioner Warren Strandell, Commissioner Gary Willhite, Commissioner Joan Lee, Commissioner Mark Holy, and Charles S. Whiting, County Administrator, Clerk of the Board. Others present: Samuel Melbye, Deputy Clerk of the Board.

AGENDA

A motion was made by Commissioner Lee seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the April 16, 2024, agenda.

CONSENT ITEMS

A motion was made by Commissioner Holy seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the April 16, 2024, consent items:

1. Approve the April 2, 2024, Board minutes.
2. Approve Commissioner Warrants: General Revenue Fund, \$55,599.36; Public Works Fund, \$88,155.01; Public Safety Fund, \$25,817.30; Public Health Fund, \$35,473.56; Environmental Services Fund, \$8,252.01; Resource Recovery Fund, \$167,597.54; Landfill Fund, \$53,871.55; Per Diems, \$2,100.00; Meal Reimbursements (without overnight lodging), \$0.00, and Sign Audit List.
3. Approve payment to US Bank, St. Louis, MO, in the amount of \$56,221.26 for procurement card purchases.
4. Approve for payment Lost Warrant No. 577026 dated January 30, 2024, issued to Roome Township Treasurer in the amount of \$31,050.77.

COUNTY BOARD MEMBER ISSUE FORUM

1. Commissioner Reese brought forth that he attended the following meetings:
 - a. West Central Regional Water District meeting.
 - b. Tri-Valley Opportunity Council meeting.
2. Commissioner Strandell brought forth that he attended the following meetings:
 - a. West Central Regional Water District meeting.
 - b. Tri-County Corrections meeting.
 - c. MnDOT District 2 Area Transportation Partnership meeting.
 - d. Conversation with resident regarding valuation issue in EGF.
3. Commissioner Willhite brought forth that he attended the following meetings:
 - a. Tri-County Corrections meeting.
 - b. Tri-Valley Opportunity Council meeting.
 - c. Met with Polk County Finance Director, Ron Denison, on financial and budget reporting.
 - d. Contacted area city mayors inquiring about meeting with County Commissioners in the near future.
 - e. Offered congratulations to the Fertile-Beltrami Boys Basketball team for getting 2nd place at the Minnesota State Basketball Tournament.

4. Commissioner Lee brought forth that she attended the following meetings:
 - a. Met with White Earth tribe and Becker County representatives.
 - b. Sand Hill Watershed – One Watershed One Plan meeting.
 - c. Attended Association of Minnesota Counties legislative update.
5. Commissioner Holy brought forth that he attended the following meetings:
 - a. Received phone call from Higdem Township resident regarding site having issues with water. County staff has been contacted and has been in touch with the resident regarding issue.
 - b. Received phone calls from multiple residents regarding reconstruction of Highway 220 North - the timing of the project and the effects on agriculture hauling and effects on other county roads. Commissioner Holy is requesting a public meeting to address the issues.
 - c. Received phone calls from multiple residents regarding the construction of the roundabout on US Highway 75 and CSAH 21. Commissioner Holy has requested a public meeting in the past and is requesting, again, that a public meeting be held.

SHERIFF

James Tadman, Polk County Sheriff, came before the Board with matters pertaining to his department:

1. **Monthly Sheriff Reports**

The March 2024 Monthly Sheriff Reports were discussed and presented to the Board. (Reports on file in the Administrator's Office)

2. **Approve Resolution (2024-24) Accepting Financial Donations on Behalf of the Polk County Sheriff's Office**

RESOLUTION (2024-24)

Accepting Financial Donations On Behalf of the Polk County Sheriff's Office

The following resolution (2024-24) was offered by Commissioner Strandell:

WHEREAS, Doris Lien made a \$100.00 donation to the Polk County Sheriff's Offices to support the K-9 program; and

WHEREAS, Polk County Sheriff's Office wishes to have the County Board formally accept the donation on behalf of Polk County Sheriff's Office for the K-9 program.

NOW THEREFORE BE IT RESOLVED, By the County Board of Polk County, Minnesota as follows:

1. The donation from Doris Lien, which is listed above, is hereby accepted by the Polk County Board of Commissioners on behalf of the Polk County Sheriff's Office and used for the K-9 program.

Commissioner Lee seconded the foregoing resolution, and it was declared adopted upon the following vote. YEAS: Commissioner Lee, Commissioner Holy, Commissioner Willhite, Commissioner Strandell, Commissioner Reese. NAYS: None

SOCIAL SERVICES

Karen Warmack, Social Services Director, came before the Board with matters pertaining to her department:

1. Eligibility Worker Replacement Request

A motion was made by Commissioner Holy seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve filling the Eligibility Worker position, and to fill any internal subsequent position vacancies occurring because of this action.

2. Social Services Supervisor Replacement Request for Child Protection Services

A motion was made by Commissioner Lee seconded by Commissioner Holy and adopted by unanimous vote of the Board to approve filling the Social Services Supervisor for Child Protection Services position, and to fill any internal subsequent vacancies occurring because of this action.

3. Social Worker Replacement Request

A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve filling the Social Worker position, and to fill any internal subsequent vacancies occurring because of this action.

4. Two Social Worker-CPS Replacement Requests

A motion was made by Commissioner Lee seconded by Commissioner Holy and adopted by unanimous vote of the Board to approve filling two Social Worker-CPS positions, and to fill any internal subsequent vacancies occurring because of this action.

5. Out of State Travel Request for Victoria Ramirez

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the out of state travel request for Victoria Ramirez to attend the National Family Resource Center Conference on May 7-10, 2024, in Washington, D.C.

6. Tri-Valley Opportunity Council Housing Services Contract

A motion was made by Commissioner Holy seconded by Commissioner Lee and adopted by unanimous vote of the Board to approve the contract with Tri-Valley Opportunity Council to provide housing services and housing stabilization services to Polk County residents from April 16, 2024, to December 31, 2024.

7. Tri-Valley Opportunity Council Transportation Contract Approval Amendment for 2024

A motion was made by Commissioner Strandell seconded by Commissioner Holy and adopted by 4-1 vote of the Board with Commissioner Reese voting against to approve the 2024 transportation contract rate change of \$12.10 for unassisted transportation and \$14.30 for assisted transportation with Tri-Valley Opportunity Council effective January 1, 2024.

HIGHWAY

Darin Carlstrom, Assistant Public Works Director/Assistant Engineer, came before the Board with matters pertaining to his department:

- 1. Columbia Twp Bridge Over BNSF Railway – Reject All Bids – SAP 060-599-281**
Electronic bids opened on March 22, 2024, and the lowest responsible bidder was Redstone Construction LLC in the amount of \$2,314,746.50, which was well overestimated. BNSF and MNDOT recommended rebidding the contract with a longer timeframe. A motion was made by Commissioner Lee seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve rejecting all bids and to rebid the contract.
- 2. County Ditch Maintenance Request – CD 1, Br. 3**
A request has come in to clean and remove trees in Section 12 of Lowell Township. The Highway Department is recommending surveying and cleaning in Sections 11 and 12. A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve work in CD 1, Br. 3 in Sections 11 and 12 of Lowell Township and to name Richard Sanders, Engineer, over the project.
- 3. Drainage Easement for Angus Acres, Inc.**
Polk County purchased 3.98 acres from Angus Acres, Inc. for the placement of a snow fence as part of SAP 060-070-020 (Roundabout). Currently, there is an operating drain tile within 3.98 acres. Leaving the drain tile in place will benefit the parcel. A motion was made by Commissioner Strandell seconded by Commissioner Lee and adopted by unanimous vote of the Board to approve the drainage easement to Angus Acres, Inc. and allow the Chair of the Board and the Administrator to sign the Easement.
- 4. SAP 060-609-022**
Polk County has an agreement to purchase 115 feet of 14ft x 14ft PCC box culverts from MNDOT. The contractor plans on starting the project during the last week of April. The Highway Department needs approval to pay Old Castle (Hancock) for the box culverts and to transport them to the project location. A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the payment to Old Castle in the amount of \$159,620.00 for the purchase and transportation of 115 feet of 14 x 14 PCC box culverts.

4-H EXTENSION

Margo Bowerman, 4-H Extension Educator, came before the Board and was joined by Katie Becker (virtually), 4-H Extension Educator, to present matters pertaining to the Polk County 4-H Program:

- 1. Follow-up from CEC Meeting Regarding Presenting the Polk County 4-H Impact Report**
Discussion was held with the Board following up on a CEC meeting, at which Joan Lee and Gary Willhite were in attendance, regarding presentation of the Polk County 4-H Impact Report.

AUDIT

Colleen Hoffman, Auditor, came before the Board with matters pertaining to the Polk County Audit:

1. Audit Report

Discussion was held with the Board regarding the Polk County Audit Report.

POLK COUNTY FAIR ASSOCIATION

Michael Moore, Danny Grunhovd, Brian Grunhovd, Aaron Iverson, and Tim Olson, came before the Board with matters pertaining to the Polk County Fair Association:

1. Fairgrounds Community Building Proposal

Discussion was held with the Board regarding a proposal for a community building on the Polk County Fairgrounds.

ENVIRONMENTAL SERVICES

Jon Steiner, Environmental Services Administrator, came before the Board with matters pertaining to his department:

2. MSW Landfill Phase 14 – Release of Retainage

Polk MSW Landfill Phase 14 was constructed in summer 2022. Due to issues with the Leachate Tank and Control Panel, the project was unable to be closed after construction was completed. The project was finally completed in February 2024. R.J. Zavoral (prime contractor) has submitted Pay Request #6 (final invoice) to include adjusted pricing for actual quantities documented used, pump and panel withheld, and 5% retainage. The final invoice, including release of 5% retainage, is \$125,022.37. A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve Pay Request #6 for Polk County Landfill Phase 14 & Cover Project to R.J. Zavoral of East Grand Forks, MN, in the amount of \$125,022.37, contingent upon furnishing all required lien waivers.

3. Solid Waste Updates

Discussion was held with the Board regarding general updates on Programs, Facilities, and Initiatives within the Solid Waste department.

COMMISSIONER WARRANTS

A motion was made by Commissioner Holy seconded by Commissioner Strandell and adopted by unanimous vote of the Board that the following Commissioner Warrants were approved:

COMMISSIONER WARRANTS
DATED 04/19/2024
APPROVED 04/16/2024

See next page:

<u>Vendor Name</u>	<u>Amount</u>
Acrison Inc	4,057.88
Altru Health System	2,562.50
Anders Valley Publishing, LLC	4,373.02
Angus Acres Inc.	27,338.62
Aramark Uniform Services	2,167.36
Balco Uniform Co Inc	2,502.00
Baldwin Supply Company	14,772.02
Beltrami Industrial Services	56,832.72
Brandner Printing & Office Supplies	4,009.03
Brost Chevrolet Inc	3,899.12
Central States Wire Products Inc	2,999.28
Church & Dwight Co Inc	12,678.81
Code 4 Services Inc	5,222.09
Crookston Fuel Company	8,478.32
Destination Transport	2,190.00
Dowco Valve Company Inc	2,815.18
Evenaire Systems Inc	12,300.50
Grove Mechanical Inc	3,906.96
Johnson Controls	4,410.00
Kittson County Highway Dept	29,337.50
Kurita America Inc	10,343.27
LSQ Funding Group LC	3,517.98
Mn Resource Recovery Assoc	4,800.00
mySidewalk	10,630.00
Northdale Oil Inc	3,307.61
Northern Propane	3,835.95
OK Tire Stores	3,408.50
Penguin Management Inc	5,640.00
Road Machinery and Supplies Co.	9,536.02
Ruffridge Johnson Equipment	2,311.28
Seaberg Solar Salt	2,040.64
SHI International Corp	18,098.80
Sprout Social, Inc.	7,489.00
Stantec Consulting Services Inc	20,457.00
StormWind LLC	4,450.00
SunSource	15,924.58
UpNorth Engineering LLC	20,010.00
Valley Petroleum Equipment Inc	2,031.14
Valstone Corporation Inc	4,960.00
Widseth Smith Nolting & Assoc	2,965.00
Ziegler Inc	2,021.68
192 Payments less than 2000	70,134.97
Final Total:	434,766.33

With no further business the Board adjourned to reconvene at 8:00 o'clock a.m., April 23, 2024.

Gary Willhite, Chair

ATTEST:

Charles S. Whiting, County Administrator
Clerk of the Board



Board of Commissioners

Polk County Government Center

612 N Broadway – Room 211

Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Sarah Reese, Public Health Director

MEETING DATE: April 23, 2024

AGENDA ITEM: Professional Services Agreement with RiverView Health

SUMMARY:

1. In February, Altru Health System provided us with a 30-day notice to terminate our agreement for contracted APP services, effective 3/13/2024. Medical Consultation Services (by a physician and required by statute) remain.
2. At the February 20th Board of Commissioners meeting, the Board approved advertisement and hiring of a .28 FTE Nurse Practitioner for Sexual and Reproductive Health within Polk County Public Health. We posted the position and were unable to identify candidates for this position.
3. Recommend Professional Services Agreement with RiverView Health for Physician Assistant/Nurse Practitioner Clinic Services (\$125 per hour). One-year, renewable term.

ACTION REQUESTED (INFORMATION ONLY/MOTION/RESOLUTION):

1. A motion to Approve the Professional Services Agreement with RiverView Health.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective as of April 23, 2024 (“Effective Date”), is made and entered into by and between the Polk County Public Health (“Client”), and RiverView Health. Polk County Public Health and RiverView Health are hereinafter referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Client is a county agency with the general authority and responsibility for the development and maintenance of an integrated system of community health services.

B. RiverView Health operates an acute care hospital and clinical health system and provides professional medical services to patients in its service area.

C. Client desires RiverView Health to provide professional services to Client, and RiverView Health wishes to provide such services, as more specifically described in this Professional Services Agreement (the “Agreement”).

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE I: PROFESSIONAL SERVICES

1.1 Professional Services. During the term of this Agreement, RiverView Health agrees to provide the services described in the attachment hereto (“Attachment”). Such Attachment shall also describe the responsibilities of the respective parties and the compensation for the services provided. RiverView Health obligations will be performed by RiverView Health affiliates.

1.2 Qualifications of RiverView Health Staff. At all times that a RiverView Health employed or contracted staff are providing the Professional Services hereunder, the RiverView Health staff will hold a current and unrestricted license, registration, or other certification necessary to provide the Professional Services in the state of Minnesota, as applicable. RiverView Health will promptly notify Client upon learning of any RiverView Health employees, contractors, or facility’s failure to meet the qualifications under this Section.

1.3 Quality of Care. RiverView Health will provide health care services in accordance with accepted standards of practice and will cooperate to ensure that services are being provided to patients in a manner consistent with community standards.

1.4 Documentation. RiverView Health shall be responsible for properly documenting the Professional Services and for the accuracy and appropriateness of the service.

1.5 Access to Records. If applicable, for the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, RiverView Health agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

- a. Until the expiration of four years after the furnishing of such services pursuant to such Agreement, RiverView Health shall make available, upon written request by the Secretary of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the Agreement, and books, documents and records of such that are necessary to certify the nature and extent of such costs; and
- b. If RiverView Health carries out any of the duties of the Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

ARTICLE II: INDEMNIFICATION; INSURANCE.

2.1 Mutual Indemnification. Each party to this Agreement agrees that it shall indemnify and hold harmless the other party, and its directors, officers, employees, agents, representatives, successors and assigns, against all actions, claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorney fees, to the extent resulting out of an actual or alleged injury to a person or to property as a result of the negligence, willful misconduct or deliberate ignorance of the indemnifying party in connection with that party's obligations under this Agreement, except to the extent any such action, claim, demand, liability, losses, damages, cost or expense was caused by the negligence or willful misconduct of or the breach of obligations of this Agreement by the party claiming indemnification hereunder, or its directors, officers, employees, agents, representatives, assigns or successors. The provisions of this Section 2.1 shall survive the termination of the Agreement with respect to any claim, action, or proceeding relating to actions or omissions alleged to have occurred during the term of this Agreement.

2.2 Insurance. Each Party will maintain its own professional liability insurance in the amount of least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate on behalf of each of its professional employees, if applicable. RiverView Health will also maintain general liability insurance in a commercially reasonable amount. The insurance under this Section 2.2 shall be either occurrence or claims made with an extended period reporting option. Each Party shall authorize its insurance carrier to issue to the other Party a certificate of insurance upon the other Party's request. Each Party shall provide the other Party with notice, as soon as possible (but in no event later than ten (10) days) of any cancellation, termination or material alteration of any such insurance policies.

ARTICLE III: BILLING; COMPENSATION.

3.1 Compensation. In consideration of the performance of the Professional Services, Polk County Public Health will pay RiverView Health at the rate set forth in the relevant Attachment. The Parties agree that the compensation has been arrived at through arms' length

negotiations and calculated in a way so that it represents the fair market value of the Professional Services rendered.

3.2 Billing. Unless otherwise provided in Attachments to this Agreement, Polk County Public Health shall have the exclusive right to bill for all Professional Services provided under this Agreement. Neither RiverView Health nor its employees will bill any patient or third-party payer for any Professional Services provided under this Agreement. Polk County Public Health will be solely responsible for collection of any amounts billed for the Professional Services.

ARTICLE IV: TERM AND TERMINATION

4.1 Term of this Agreement. The term of this Agreement will begin on the Effective Date above and will continue for an initial term of one (1) year (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew unless earlier terminated as follows:

4.1.1 By either Party, with or without cause, upon 90 day written notice to the other Party.

4.1.2 Upon the filing of a petition in bankruptcy or the insolvency of either Party.

4.1.3 By either Party in the event the other Party is excluded, disbarred or suspended from a state or federal healthcare program.

Upon termination, neither party shall have any further obligation under this Agreement except for (i) obligations accruing prior to the date of termination, including amounts due for Professional Services rendered by RiverView Health; (ii) the indemnification and insurance covenants; (iii) the confidentiality provisions; and (iv) other covenants that expressly or by operation of law extend beyond termination of this Agreement.

ARTICLE V: HIPAA AND CONFIDENTIALITY

5.1 Protected Health Information. Parties, as business associates, agrees to comply with HIPPA terms.

5.2 Confidentiality. During the course of the performance of the Services under this Agreement, Parties may have access to or become acquainted with confidential business and/or trade secret information relating to business, including but not limited to trade secrets, policies, procedures, protocols, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, customer information, price lists, pricing strategies and policies, manufacturing information, and other business and financial information (collectively, "Confidential Information"). Parties acknowledge and understand the importance of keeping Confidential Information, including the terms of this Agreement, confidential and agrees never to use (except in performing Professional Services hereunder) or disclose, or permit its employees, agents, officers, directors, or owners to use (except in performing Services hereunder) or disclose, such information to any third party except as may be required by law. In the event disclosure of any Confidential Information is ordered by a court or administrative order or other lawful process, Parties shall immediately notify each other. Upon termination of this Agreement

for any reason, Parties agree to immediately return all records or other tangible documents which contain, embody or disclose, in whole or in part any Confidential Information. In the event Parties or any of its employees, agents, officers, directors, or owners breaches or threatens to breach any term of Section, Parties will be entitled as a matter of right to injunctive relief and reasonable attorneys' fees, costs, and expenses associated with enforcing the provisions of this Section, in addition to any other remedies available at law or equity. The provisions of this section shall survive the termination of the Agreement.

ARTICLE VI: MISCELLANEOUS

6.1 Relationship of the Parties. For the purpose of this Agreement, the relationship of a Party and its employees, agents and servants to the other Parties and their respective employees, agents and servants will be that of independent contractors. Nothing in this Agreement will be construed, implied, or deemed to create any other relationship between the Parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization.

6.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.

6.3 Amendments. This Agreement may not be amended or modified except by a writing signed by both parties. The parties may amend the Attachments to add or modify the services.

6.4 Use of Name. Parties shall not use the names or trademarks of Parties or affiliated entities in any advertising, publicity, endorsement, or promotion unless the other Party has provided prior written consent for the particular use contemplated. The terms of this section survive the termination, expiration, non-renewal, or rescission of this Agreement.

6.5 Authority. The Parties represent and warrant that, upon its execution, this Agreement will be binding upon each of them and enforceable in accordance with its terms.

6.6 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entities other than the signatories hereto.

6.7 Severability. If any term, provision, or condition contained in this Agreement will be deemed or declared unenforceable, invalid or void, the same will not impair or invalidate any of the other provisions contained herein, which will remain in full force and effect.

6.8 Notices. Any notices required to be given hereunder will be in writing and may be either delivered personally or sent by first class mail and properly addressed to the address of the other Parties stated below. Notices will be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices will be addressed as follows:

Addresses for notice:

If to Client, to:

Polk County Public Health
816 Marin Ave Suite 125
Crookston, MN 56716
Attn: Sarah Reese

If to RiverView Health, to:

RiverView Health
323 S Minnesota St
Crookston, 56716
Attn: Lance Norman

6.9 Waiver. Waiver by a Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

6.10 Non-Assignment. RiverView Health may not assign any of its rights or responsibilities under this Agreement without the written consent of RiverView Health.

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

POLK COUNTY PUBLIC HEALTH

RIVERVIEW HEALTH

By: _____

By: Lance Norman

Its: _____

Its: VP of Clinics and Ancillary Services

ATTACHMENT 1
Physician Assistant or Nurse Practitioner Clinic Services

1. RiverView Health Responsibilities

- a. Provide Client with an advanced practice provider (APP) licensed in the state of Minnesota.
- b. Assist with providing sexual and reproductive health clinic services 4 hours per week in the summer (June-August) and up to 6 hours per week in the fall, winter and spring (September – May). Such services will include:
 - i. Determine and assess the health status of sexual and reproductive health clients, such as annual exams, methods and STI screening and treatment, by reviewing records, taking comprehensive medical histories, and performing physical examinations; record findings.
 - ii. Initiate, performs and directs nurses to perform screening and diagnostic tests, including blood draws, cultures, skin tests, and other procedures appropriate for the patient's condition.
 - iii. Perform routine laboratory work and other tests and interprets results; explain results to the patient.
 - iv. Plan and oversee on-going treatment and clinical management of clients.
 - v. Inform, counsel and instruct individuals on their specific health problems, test results, and state/federal health related matters such as nutrition, birth control, social behavior, growth and development, aging and substance abuse.
 - vi. Promote and utilize Tier 1 Acting Reversible Contraceptives, and Tier 2 moderately effective, if needed.
 - vii. Utilize prescriptive privileges according to proper clinical care and standards of practice.
 - viii. Make referrals to appropriate provider/specialty care as needed.
 - ix. Utilize CDC's recommendations for Providing Quality Family Planning Services leading to improved reproductive health outcomes, such as utilizing a culturally appropriate reproductive life plan, ensuring privacy/confidentiality, timeliness and encouraging a broad range of safe, effective methods.

2. **Client Responsibilities**

- a. Coordinate RiverView Health APP schedule with leadership and APP.
- b. Provide RiverView Health APP and leadership at least 24 hours-notice if RiverView Health APP services are not needed.

3. **Compensation**

- a. RiverView Health shall bill and collect payment and Client agrees to pay \$125 per hour effective date and mileage, at the federal rate, for Physician Assistant or Nurse Practitioner Clinic Services.
- b. RiverView Health shall invoice Client monthly, or quarterly (as mutually agreed upon).



Board of Commissioners

Polk County Government Center

612 N Broadway – Room 211

Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Karen Warmack, Social Services Director

MEETING DATE: April 23, 2024

AGENDA ITEM: Family Based Services Provider Replacement Request

SUMMARY:

1. Replacement of a Family Based Services Provider working in Children's Services due to a resignation.

ACTION REQUESTED (INFORMATION ONLY/MOTION/RESOLUTION):

1. A motion to Approve filling a Family Based Services Provider position, and to fill any internal subsequent position vacancies occurring because of this action.



Board of Commissioners

Polk County Government Center

612 N Broadway – Room 211

Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Ron Denison, Finance Director

MEETING DATE: April 23, 2024

AGENDA ITEM: 2023 Year-End Financial Information

SUMMARY:

1. 2023 full year budget to actual report and cash balance reports.

ACTION REQUESTED (INFORMATION ONLY/MOTION/RESOLUTION):

1. For review only, no action needed.

Polk County Budget to Actual Comparison		Expenditures					Revenues				
		As of December 31, 2023		2023	Year to date	Variance	2023		Year to date	Variance	Percent Received
		100 % of year complete		Full Year	Actual	left to use	Full Year	Actual	(left to collect)		
				Budget	as of 12-31-23	(over)	Used	Budget	as of 12-31-23	over	
1 General Revenue Fund											
001	Board Of Commissioners	\$ 319,269	\$ 299,871	\$ 19,398	94%	001	\$ -	\$ -			
015	Law Library	\$ -	\$ 29,376	\$ (29,376)		015	\$ -	\$ 39,197	\$ 39,197		
022	Court Costs	\$ 101,700	\$ 155,351	\$ (53,651)	153%	022	\$ 1,025	\$ 9,359	\$ 8,334	913%	
031	County Administrator	\$ 287,282	\$ 291,769	\$ (4,487)	102%	031	\$ -	\$ 402	\$ 402		
036	East Grand Forks Ambulance	\$ 53,775	\$ 53,775	\$ -	100%	036	\$ 53,775	\$ 45,597	\$ (8,178)	85%	
038	Warren Ambulance	\$ 5,000	\$ 5,000	\$ (0)	100%	038	\$ 5,000	\$ 4,236	\$ (764)	85%	
041	Taxpayer Service Center	\$ 845,904	\$ 818,423	\$ 27,481	97%	041	\$ 32,100	\$ 16,065	\$ (16,035)	50%	
043	Assessor	\$ 716,480	\$ 686,907	\$ 29,573	96%	043	\$ 185,400	\$ 180,019	\$ (5,382)	97%	
044	License Center	\$ 199,483	\$ 139,815	\$ 59,668	70%	044	\$ 143,400	\$ 152,160	\$ 8,760	106%	
045	Auditing	\$ 128,000	\$ 225,024	\$ (97,024)	176%	045	\$ 45,000	\$ 68,249	\$ 23,249	152%	
046	Finance	\$ 559,217	\$ 531,747	\$ 27,470	95%	046	\$ -	\$ 1,804	\$ 1,804		
061	Personnel	\$ 433,746	\$ 373,634	\$ 60,112	86%	061	\$ -	\$ 141	\$ 141		
062	Data Processing	\$ 140,500	\$ 36,329	\$ 104,171	26%	062	\$ 1,500	\$ 2,585	\$ 1,085	172%	
063	Central Services	\$ 402,500	\$ 339,021	\$ 63,479	84%	063	\$ 40,000	\$ 23,051	\$ (16,949)	58%	
064	Elections	\$ 42,265	\$ 77,033	\$ (34,768)	182%	064	\$ 55,000	\$ 59,214	\$ 4,214	108%	
065	Information Systems	\$ 1,417,228	\$ 1,273,818	\$ 143,410	90%	065	\$ 379,374	\$ 459,403	\$ 80,029	121%	
091	County Attorney	\$ 1,346,823	\$ 1,361,841	\$ (15,018)	101%	091	\$ 40,000	\$ 32,206	\$ (7,794)	81%	
092	County Attorney Contingent	\$ 7,500	\$ 7,500	\$ -	100%	092	\$ 7,500	\$ 7,500	\$ -	100%	
093	Polk County Coordinated Victim	\$ 167,295	\$ 170,902	\$ (3,607)	102%	093	\$ 110,000	\$ 109,379	\$ (621)	99%	
101	Recorder	\$ 99,260	\$ 92,698	\$ 6,562	93%	101	\$ 241,000	\$ 190,328	\$ (50,672)	79%	
102	Surveyor/Gis	\$ 283,441	\$ 246,602	\$ 36,839	87%	102	\$ 4,168	\$ 5,002	\$ 834	120%	
111	Facilities Management	\$ 2,339,984	\$ 2,051,926	\$ 288,058	88%	111	\$ 796,447	\$ 660,248	\$ (136,199)	83%	
113	Building Debt Service	\$ 2,024,527	\$ 1,929,183	\$ 95,344	95%	113	\$ 2,024,527	\$ 1,953,342	\$ (71,185)	96%	
120	Veterans Operational Improvement	\$ 10,000	\$ 12,341	\$ (2,341)	123%	120	\$ 10,000	\$ 10,000	\$ -	100%	
121	Veterans Services	\$ 189,846	\$ 188,913	\$ 933	100%	121	\$ -	\$ -	\$ -		
122	Medical Examiner	\$ 79,816	\$ 77,788	\$ 2,029	97%	122	\$ -	\$ -	\$ -		
124	Insurance	\$ 664,000	\$ 696,905	\$ (32,905)	105%	124	\$ 650,000	\$ 735,865	\$ 85,865	113%	
125	Appropriations	\$ 186,434	\$ 166,674	\$ 19,760	89%	125	\$ -	\$ 16,382	\$ 16,382		
140	Ditch Inspection/Engineering	\$ 48,700	\$ 5,079	\$ 43,622	10%	140	\$ 48,700	\$ 5,079	\$ (43,622)	10%	
149	Other General Government	\$ 336,200	\$ 3,711,856	\$ (3,375,656)	1104%	149	\$ 7,440,645	\$ 9,326,964	\$ 1,886,319	125%	
520	Maple Lake Park	\$ 93,000	\$ 132,785	\$ (39,785)	143%	520	\$ 90,000	\$ 108,539	\$ 18,539	121%	
521	Tilberg Park	\$ 24,800	\$ 29,167	\$ (4,367)	118%	521	\$ 35,000	\$ 39,684	\$ 4,684	113%	
523	Noxious Weeds	\$ 7,700	\$ 4,558	\$ 3,142	59%	523	\$ -	\$ -	\$ -		
525	Agassiz Rec Trail	\$ 29,000	\$ 7,247	\$ 21,753	25%	525	\$ 19,000	\$ 10,634	\$ (8,366)	56%	
550	County Extension Board	\$ 1,415	\$ 846	\$ 569	60%	550	\$ -	\$ -	\$ -		
551	Polk County Extension	\$ 176,098	\$ 168,901	\$ 7,197	96%	551	\$ -	\$ 427	\$ 427		
TOTALS General Revenue Fund		\$ 13,768,188	\$ 16,400,605	\$ (2,632,417)	119%	01 Fund	\$ 12,458,561	\$ 14,273,060	\$ 1,814,499	115%	

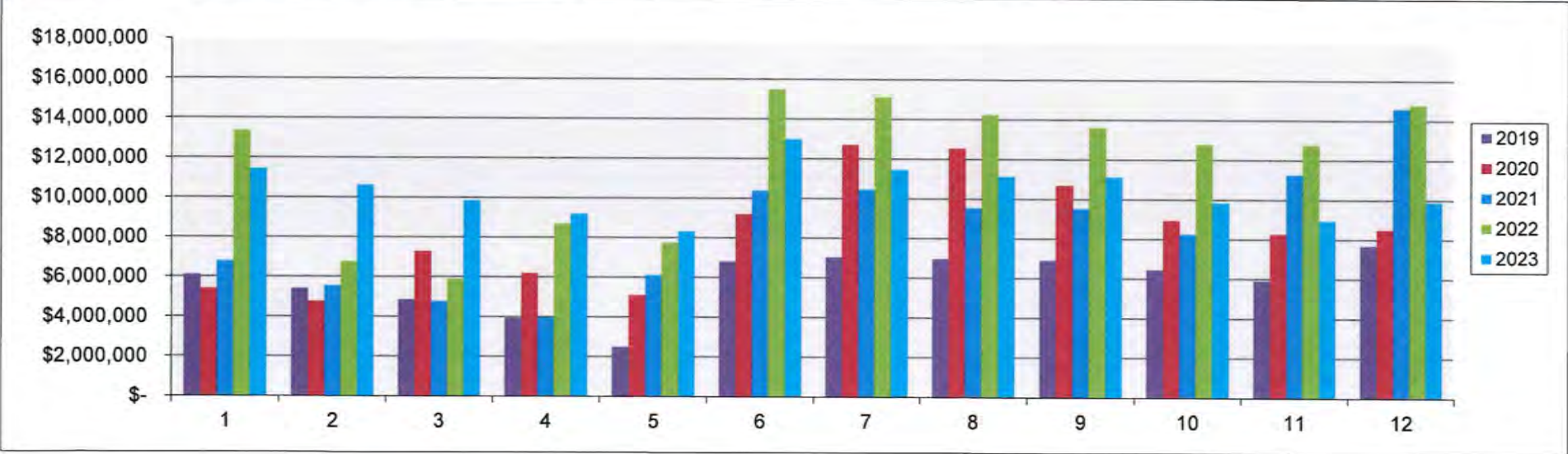
Polk County Budget to Actual Comparison		Expenditures					Revenues						
		As of December 31, 2023		2023	Year to date	Variance	2023		Year to date	Variance			
		100 % of year complete		Full Year	Actual	left to use	Percent	Full Year	Actual	(left to collect)	Percent		
				Budget	as of 12-31-23	(over)	Used	Budget	as of 12-31-23	over	Received		
3 Public Works Fund													
300	Administration	\$ 525,123	\$ 616,421	\$ (91,298)	117%	300	\$ -	\$ 3,674	\$ 3,674				
301	Road & Bridge	\$ 1,969,011	\$ 1,421,678	\$ 547,333	72%	301	\$ 17,812,891	\$ 19,100,105	\$ 1,287,214	107%			
310	Maintenance	\$ 4,653,662	\$ 4,723,300	\$ (69,638)	101%	310	\$ -	\$ 496	\$ 496				
320	Construction	\$ 9,075,559	\$ 8,860,532	\$ 215,027	98%	320	\$ -	\$ -	\$ -				
330	Equipment Maintenance & Shops	\$ 1,439,536	\$ 1,845,240	\$ (405,704)	128%	330	\$ -	\$ 206	\$ 206				
340	Other	\$ 150,000	\$ 892,645	\$ (742,645)	595%	340	\$ -	\$ -	\$ -				
TOTALS Public Works Fund		\$ 17,812,891	\$ 18,359,815	\$ (546,924)	103%	03 Fund	\$ 17,812,891	\$ 19,104,480	\$ 1,291,589	107%			
11 Social Services Fund													
420	Income Maintenance	\$ 5,381,523	\$ 4,880,257	\$ 501,266	91%	420	\$ 5,231,523	\$ 5,505,032	\$ 273,509	105%			
430	Social Services	\$ 13,800,190	\$ 12,831,464	\$ 968,726	93%	430	\$ 13,450,190	\$ 12,721,665	\$ (728,525)	95%			
TOTALS Social Services Fund		\$ 19,181,713	\$ 17,711,722	\$ 1,469,991	92%	11 Fund	\$ 18,681,713	\$ 18,226,698	\$ (455,015)	98%			
15 Agassiz Regional Library													
501	Agassiz Regional Library	\$ 290,870	\$ 290,870	\$ -	100%	501	\$ 290,870	\$ 286,758	\$ (4,112)	99%			
TOTALS Agassiz Regional Library		\$ 290,870	\$ 290,870	\$ -	100%	15 Fund	\$ 290,870	\$ 286,758	\$ (4,112)	99%			

Polk County Budget to Actual Comparison		Expenditures					Revenues						
		As of December 31, 2023		2023	Year to date	Variance	2023		Year to date	Variance			
		100 % of year complete		Full Year	Actual	left to use	Percent	Full Year	Actual	(left to collect)	Percent		
				Budget	as of 12-31-23	(over)	Used	Budget	as of 12-31-23	over	Received		
16 Public Safety Fund													
200	Sheriff	\$ 6,049,020	\$ 5,455,382	\$ 593,638	90%	200	\$ 5,604,344	\$ 6,321,205	\$ 716,861	113%			
201	Sheriff Contingent Ms287.213	\$ -	\$ -			201	\$ 5,000	\$ 4,523		90%			
202	Boat & Water / Search & Rescue	\$ 72,453	\$ 31,841	\$ 40,612	44%	202	\$ 56,979	\$ 12,819	\$ (44,160)	22%			
214	Civil Process Account	\$ -	\$ 105,422	\$ (105,422)		214	\$ -	\$ 71,898	\$ 71,898				
217	Drug Task Force	\$ 121,190	\$ 123,081	\$ (1,891)	102%	217	\$ 22,000	\$ 34,698	\$ 12,698	158%			
218	Ballistic Body Armor	\$ 4,000	\$ 1,389	\$ 2,611	35%	218	\$ 4,000	\$ 2,175	\$ (1,825)	54%			
222	Polk County Enhanced 911 Fund	\$ 312,658	\$ 133,928	\$ 178,730	43%	222	\$ 301,872	\$ 288,687	\$ (13,185)	96%			
224	Safe And Sober	\$ -	\$ 3,553	\$ (3,553)		224	\$ 5,000	\$ 2,436	\$ (2,564)	49%			
228	Dwi Forfeiture	\$ -	\$ 178	\$ (178)		228	\$ -	\$ 10,864	\$ 10,864				
231	Snowmobile Safety	\$ 5,521	\$ -	\$ 5,521	0%	231	\$ 5,113	\$ -	\$ (5,113)	0%			
250	Corrections Cost Share	\$ 5,916,136	\$ 5,916,136	\$ -	100%	250	\$ 5,666,136	\$ 5,666,136	\$ 0	100%			
280	Emergency Management / 911	\$ 157,959	\$ 107,533	\$ 50,426	68%	280	\$ 26,000	\$ 25,307	\$ (693)	97%			
TOTALS Public Safety Fund		\$ 12,638,937	\$ 11,878,443	\$ 760,494	94%	16 Fund	\$ 11,696,444	\$ 12,440,748	\$ 744,781	106%			
18 Public Health Fund													
481	Administration	\$ 1,099,891	\$ 880,902	\$ 218,989	80%	481	\$ 949,891	\$ 711,987	\$ (237,904)	75%			
482	Health Promotion/Disease	\$ 846,596	\$ 837,495	\$ 9,101	99%	482	\$ 846,596	\$ 868,724	\$ 22,128	103%			
483	Family Health	\$ 797,116	\$ 781,304	\$ 15,812	98%	483	\$ 797,116	\$ 827,208	\$ 30,092	104%			
484	Wic	\$ 300,773	\$ 247,412	\$ 53,361	82%	484	\$ 300,773	\$ 271,932	\$ (28,841)	90%			
485	Wellness Chemical Health.	\$ 277,191	\$ 318,773	\$ (41,582)	115%	485	\$ 277,191	\$ 342,836	\$ 65,645	124%			
493	Waivered Services	\$ 400,241	\$ 420,205	\$ (19,964)	105%	493	\$ 400,241	\$ 421,975	\$ 21,734	105%			
TOTALS Public Health Fund		\$ 3,721,808	\$ 3,486,090	\$ 235,718	94%	18 Fund	\$ 3,571,808	\$ 3,444,661	\$ (127,147)	96%			
48 Environmental Services Fund													
123	Planning & Zoning	\$ 721,544	\$ 589,536	\$ 132,008	82%	123	\$ 686,544	\$ 516,836	\$ (169,708)	75%			
395	Sw Planning	\$ 1,746,623	\$ 1,486,836	\$ 259,787	85%	395	\$ 1,566,483	\$ 1,452,066	\$ (114,417)	93%			
396	Score	\$ 737,035	\$ 738,046	\$ (1,011)	100%	396	\$ 737,035	\$ 798,600	\$ 61,565	108%			
397	Household Hazardous Waste	\$ 125,211	\$ 95,973	\$ 29,238	77%	397	\$ 125,211	\$ 90,818	\$ (34,393)	73%			
398	Transfer Station	\$ 729,371	\$ 469,716	\$ 259,655	64%	398	\$ 729,371	\$ 491,063	\$ (238,308)	67%			
399	Asset Replacement	\$ 115,000	\$ 71,918	\$ 43,082	63%	399	\$ 74,658	\$ 126,135	\$ 51,477	169%			
524	Aquatic Invasive Species Program	\$ 89,544	\$ 66,034	\$ 23,510	74%	524	\$ 89,544	\$ 66,034	\$ (23,510)	74%			
TOTALS Environmental Services Fund		\$ 4,264,328	\$ 3,518,059	\$ 746,269	82%	48 Fund	\$ 4,008,846	\$ 3,541,552	\$ (467,294)	88%			

Polk County Budget to Actual Comparison		Expenditures				Revenues				
		As of December 31, 2023		Year to date		Year to date		Year to date		
		100 % of year complete		Actual		(left to use)		(left to collect)		
		2023	2023	Variance	Percent	2023	2023	Variance	Percent	
		Full Year	as of 12-31-23	left to use	Used	Full Year	as of 12-31-23	over	Recieved	
		Budget		(over)		Budget				
64 Resource Recovery Fund										
390	Incinerator	\$ 4,546,626	\$ 3,991,536	\$ 555,090	88%	390	\$ 5,331,400	\$ 4,356,349	\$ (975,051)	82%
391	Up Front Separation	\$ 2,469,961	\$ 2,263,347	\$ 206,614	92%	391	\$ 1,632,200	\$ 1,373,151	\$ (259,049)	84%
TOTALS Resource Recovery Fund		\$ 7,016,587	\$ 6,254,882	\$ 761,705	89%	64 Fund	\$ 6,963,600	\$ 5,729,501	\$ (1,234,099)	82%
65 Landfill Fund										
392	Msw	\$ 3,234,236	\$ 2,981,782	\$ 252,454	92%	392	\$ 3,717,900	\$ 3,860,200	\$ 142,300	104%
393	Demolition Site	\$ 722,033	\$ 605,643	\$ 116,390	84%	393	\$ 370,850	\$ 85,725	\$ (285,125)	23%
394	Ash	\$ 1,500	\$ -	\$ 1,500	0%	394	\$ 5,000	\$ 3,962	\$ (1,038)	79%
TOTALS Landfill Fund		\$ 3,957,769	\$ 3,587,425	\$ 370,344	91%	65 Fund	\$ 4,093,750	\$ 3,949,887	\$ (143,863)	96%
76 Agency Fund										
880	Fertile Ambulance District	\$ 231,770	\$ 237,047	\$ (5,277)	102%	880	\$ 231,770	\$ 237,047	\$ 5,277	102%
883	Crookston Ambulance District	\$ 170,312	\$ 180,261	\$ (9,949)	106%	883	\$ 170,312	\$ 180,261	\$ 9,949	106%
884	Fosstom Ambulance District	\$ 135,115	\$ 140,620	\$ (5,505)	104%	884	\$ 135,115	\$ 140,620	\$ 5,505	104%
996	Recorder's Process Compliance	\$ 25,593	\$ 5,775	\$ 19,818	23%	996	\$ 66,000	\$ 49,533	\$ (16,467)	75%
997	Recorder's Technology	\$ 174,026	\$ 101,128	\$ 72,898	58%	997	\$ 60,000	\$ 45,177	\$ (14,823)	75%
TOTALS Agency Fund		\$ 736,816	\$ 664,831	\$ 71,985	90%	76 Fund	\$ 663,197	\$ 652,638	\$ (10,559)	98%
Final Totals		\$ 83,389,907	\$ 82,152,742	\$ 1,237,165	99%		\$ 80,241,680	\$ 81,649,982	\$ (1,408,302)	102%

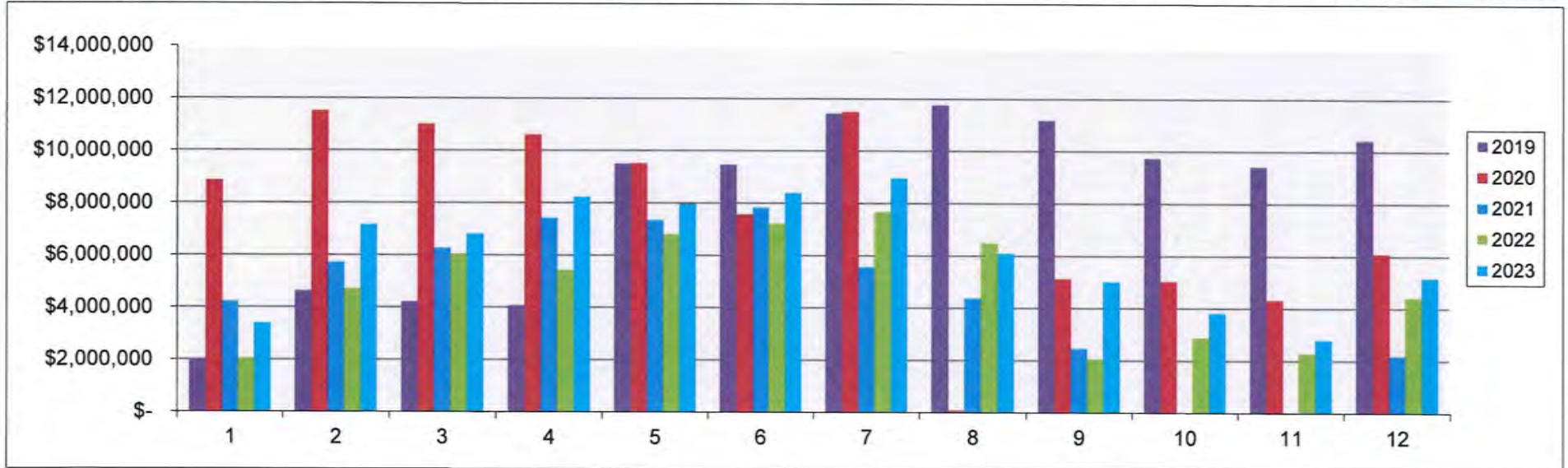
General, Fund 1 Month End Cash Balance Comparison

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2010	\$ 11,074,000	\$ 10,538,425	\$ 9,721,468	\$ 8,844,622	\$ 8,115,382	\$ 10,732,373	\$ 10,724,959	\$ 10,467,846	\$ 10,465,674	\$ 10,239,112	\$ 9,892,357	\$ 13,286,490
2011	\$ 10,644,635	\$ 10,127,885	\$ 11,074,501	\$ 10,220,568	\$ 9,885,853	\$ 12,678,799	\$ 11,603,433	\$ 11,085,223	\$ 10,224,692	\$ 10,671,476	\$ 10,431,244	\$ 13,874,470
2012	\$ 11,911,415	\$ 11,322,320	\$ 10,818,713	\$ 10,325,685	\$ 9,832,894	\$ 13,587,615	\$ 14,151,123	\$ 14,227,478	\$ 13,208,558	\$ 11,765,273	\$ 11,742,294	\$ 16,143,571
2013	\$ 13,548,018	\$ 12,348,197	\$ 11,389,322	\$ 10,151,379	\$ 9,008,901	\$ 13,021,364	\$ 12,180,233	\$ 11,670,224	\$ 11,414,638	\$ 10,013,859	\$ 9,921,791	\$ 13,104,271
2014	\$ 11,356,829	\$ 10,433,491	\$ 9,653,679	\$ 8,217,386	\$ 7,231,100	\$ 11,757,227	\$ 11,642,633	\$ 11,359,643	\$ 10,872,723	\$ 9,746,450	\$ 9,166,296	\$ 11,811,522
2015	\$ 10,262,390	\$ 9,665,144	\$ 8,940,467	\$ 6,951,230	\$ 6,233,274	\$ 10,527,371	\$ 10,513,413	\$ 10,330,847	\$ 9,967,453	\$ 7,975,791	\$ 1,020,844	\$ 11,273,932
2016	\$ 12,249,181	\$ 11,557,918	\$ 10,492,135	\$ 8,832,884	\$ 7,821,165	\$ 12,436,063	\$ 12,100,960	\$ 11,494,507	\$ 10,924,860	\$ 9,977,963	\$ 9,058,761	\$ 11,507,104
2017	\$ 9,348,728	\$ 8,371,939	\$ 7,656,044	\$ 6,416,754	\$ 5,338,222	\$ 9,663,540	\$ 9,852,351	\$ 9,587,395	\$ 8,980,944	\$ 8,074,932	\$ 7,992,961	\$ 9,571,929
2018	\$ 7,420,172	\$ 6,711,363	\$ 6,167,219	\$ 5,071,682	\$ 4,063,389	\$ 8,382,550	\$ 8,343,606	\$ 7,750,620	\$ 6,651,750	\$ 6,809,557	\$ 6,738,435	\$ 8,220,143
2019	\$ 6,099,641	\$ 5,408,748	\$ 4,839,029	\$ 3,941,884	\$ 2,494,359	\$ 6,805,409	\$ 7,033,456	\$ 6,969,071	\$ 6,911,369	\$ 6,445,215	\$ 5,914,644	\$ 7,705,097
2020	\$ 5,389,951	\$ 4,760,302	\$ 7,285,092	\$ 6,190,571	\$ 5,090,996	\$ 9,183,885	\$ 12,693,568	\$ 12,543,871	\$ 10,690,576	\$ 8,956,582	\$ 8,261,727	\$ 8,504,268
2021	\$ 6,785,795	\$ 5,539,116	\$ 4,769,308	\$ 3,958,222	\$ 6,089,920	\$ 10,368,217	\$ 10,441,321	\$ 9,527,169	\$ 9,519,113	\$ 8,253,701	\$ 11,257,920	\$ 14,595,355
2022	\$ 13,341,769	\$ 6,748,816	\$ 5,880,092	\$ 8,671,273	\$ 7,732,364	\$ 15,482,107	\$ 15,102,156	\$ 14,229,185	\$ 13,597,156	\$ 12,761,814	\$ 12,770,054	\$ 14,781,606
2023	\$ 11,437,610	\$ 10,598,885	\$ 9,827,289	\$ 9,170,899	\$ 8,302,390	\$ 12,970,189	\$ 11,446,201	\$ 11,110,695	\$ 11,096,162	\$ 9,824,065	\$ 8,937,170	\$ 9,885,426



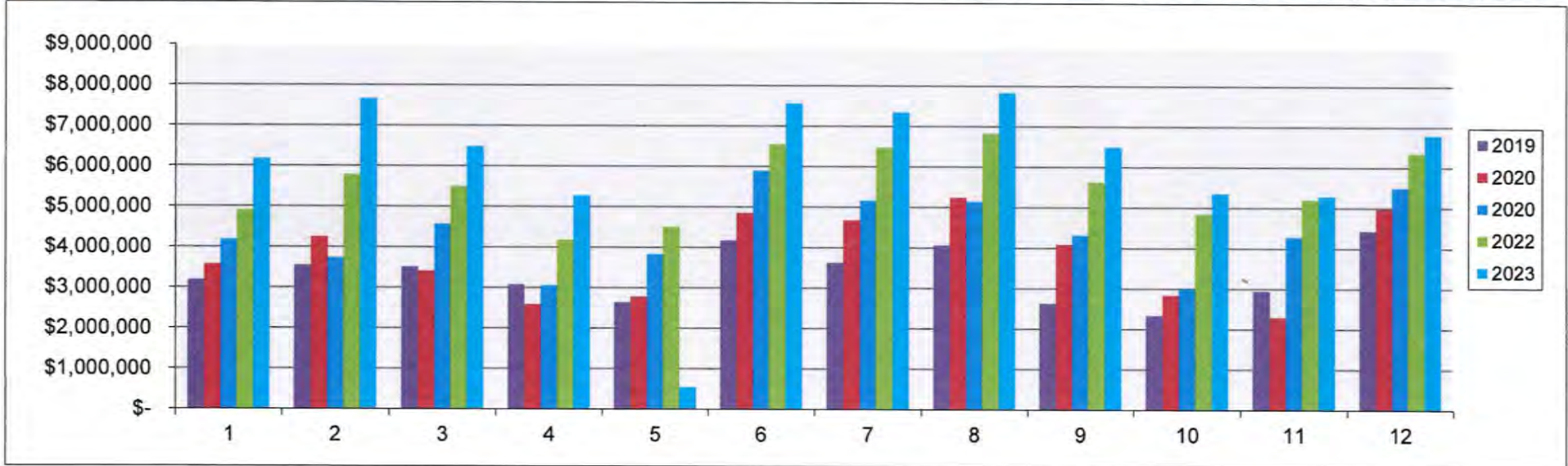
Highway, Fund 3 Month End Cash Balance Comparison

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2010	\$ 8,848	\$ 1,428,710	\$ 2,803,740	\$ 2,787,172	\$ 2,723,275	\$ 2,542,555	\$ 3,168,268	\$ 1,669,106	\$ 324,319	\$ 118,302	\$ 51,067	\$ 602,280
2011	\$ 377,052	\$ 1,821,208	\$ 1,666,557	\$ 1,620,005	\$ 3,214,726	\$ 5,059,691	\$ 1,964,787	\$ 199,812	\$ 81,079	\$ 194,548	\$ 150,988	\$ 200,734
2012	\$ 2,312,904	\$ 1,164,742	\$ 870,048	\$ 703,336	\$ 167,908	\$ 3,052,043	\$ 2,335,349	\$ 758,070	\$ 208,837	\$ 66,681	\$ 25,393	\$ 134,281
2013	\$ 4,308	\$ 2,264,263	\$ 1,830,952	\$ 1,520,532	\$ 1,038,040	\$ 2,317,431	\$ 1,704,576	\$ 6,757,713	\$ 5,764,311	\$ 3,970,676	\$ 2,528,383	\$ 3,119,226
2014	\$ 2,882,976	\$ 4,165,882	\$ 5,391,674	\$ 4,797,635	\$ 6,976,217	\$ 7,254,177	\$ 2,861,099	\$ 2,250,164	\$ 2,370,851	\$ 1,271,972	\$ 989,488	\$ 1,588,881
2015	\$ 1,254,890	\$ 4,045,993	\$ 3,520,602	\$ 3,188,711	\$ 3,187,533	\$ 3,445,635	\$ 2,855,484	\$ 1,070,245	\$ 193,442	\$ 89,540	\$ 29,869	\$ 279,878
2016	\$ 71,727	\$ 1,607,404	\$ 1,359,264	\$ 1,419,680	\$ 964,364	\$ 2,739,907	\$ 2,946,536	\$ 1,557,136	\$ 1,610,825	\$ 929,006	\$ 36,311	\$ 771,716
2017	\$ 521,309	\$ 4,314,556	\$ 4,150,963	\$ 2,599,218	\$ 1,909,155	\$ 5,305,161	\$ 5,803,249	\$ 3,173,693	\$ 1,107,939	\$ 842,902	\$ 476,750	\$ 1,450,866
2018	\$ 5,557,953	\$ 3,834,366	\$ 4,239,412	\$ 6,908,058	\$ 6,475,031	\$ 7,323,231	\$ 6,714,724	\$ 4,465,038	\$ 2,092,419	\$ 1,851,017	\$ 920,494	\$ 2,368,891
2019	\$ 1,996,817	\$ 4,616,706	\$ 4,214,327	\$ 4,075,517	\$ 9,496,582	\$ 9,463,394	\$ 11,442,140	\$ 11,773,903	\$ 11,184,092	\$ 9,743,655	\$ 9,429,190	\$ 10,440,936
2020	\$ 8,856,334	\$ 11,521,453	\$ 11,017,040	\$ 10,604,665	\$ 9,514,146	\$ 7,572,794	\$ 11,507,988	\$ 89,652	\$ 5,135,334	\$ 5,035,726	\$ 4,321,254	\$ 6,095,820
2021	\$ 4,221,075	\$ 5,716,513	\$ 6,263,338	\$ 7,414,531	\$ 7,339,924	\$ 7,818,200	\$ 5,541,902	\$ 4,377,822	\$ 2,456,581	\$ -	\$ -	\$ 2,193,770
2022	\$ 2,012,624	\$ 4,698,826	\$ 6,015,116	\$ 5,417,873	\$ 6,797,261	\$ 7,197,087	\$ 7,661,887	\$ 6,478,907	\$ 2,046,110	\$ 2,869,059	\$ 2,278,243	\$ 4,420,372
2023	\$ 3,393,956	\$ 7,148,334	\$ 6,801,579	\$ 8,207,005	\$ 7,973,975	\$ 8,378,560	\$ 8,957,941	\$ 6,073,893	\$ 5,005,629	\$ 3,808,944	\$ 2,788,904	\$ 5,165,063



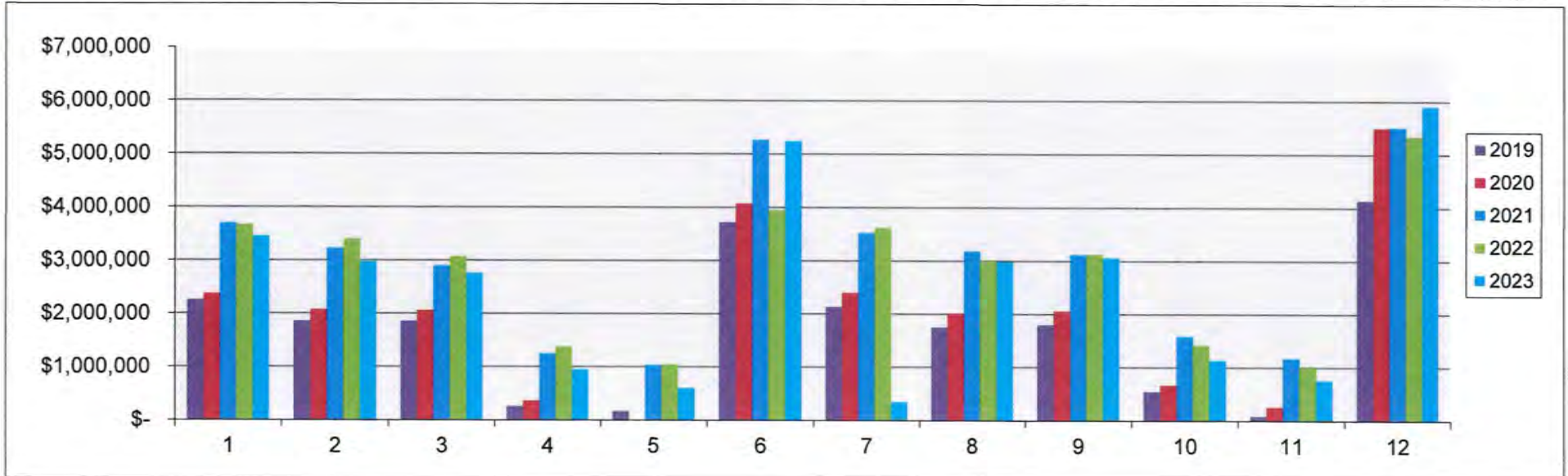
Social Service, Fund 11 Month End Cash Balance Comparison

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2010	\$ 4,131,905	\$ 4,036,352	\$ 4,660,043	\$ 3,831,067	\$ 3,240,109	\$ 4,551,195	\$ 4,049,095	\$ 4,199,447	\$ 4,135,586	\$ 3,200,641	\$ 3,446,097	\$ 5,297,324
2011	\$ 4,594,445	\$ 4,535,544	\$ 2,936,487	\$ 2,054,863	\$ 1,957,412	\$ 3,201,274	\$ 3,225,638	\$ 3,098,394	\$ 3,608,307	\$ 2,504,904	\$ 3,583,037	\$ 4,503,680
2012	\$ 3,905,036	\$ 3,794,110	\$ 3,886,055	\$ 2,850,252	\$ 2,440,711	\$ 4,032,107	\$ 4,062,209	\$ 4,773,822	\$ 4,050,228	\$ 2,942,304	\$ 3,710,515	\$ 4,591,639
2013	\$ 4,098,086	\$ 4,133,576	\$ 4,225,379	\$ 3,814,038	\$ 3,670,424	\$ 5,005,168	\$ 5,013,319	\$ 5,434,647	\$ 4,532,969	\$ 3,302,582	\$ 3,923,017	\$ 5,243,174
2014	\$ 4,779,300	\$ 4,027,763	\$ 4,247,692	\$ 3,875,549	\$ 3,262,587	\$ 5,305,573	\$ 5,428,354	\$ 4,481,343	\$ 4,101,686	\$ 3,485,948	\$ 2,844,565	\$ 4,765,409
2015	\$ 4,210,554	\$ 4,253,428	\$ 3,279,761	\$ 3,012,657	\$ 2,998,947	\$ 4,585,538	\$ 4,814,935	\$ 5,113,873	\$ 4,440,786	\$ 3,420,688	\$ 3,290,853	\$ 4,278,459
2016	\$ 3,679,501	\$ 3,719,581	\$ 4,247,706	\$ 3,627,187	\$ 2,919,583	\$ 3,965,420	\$ 3,332,938	\$ 4,771,446	\$ 3,741,770	\$ 2,658,417	\$ 3,039,714	\$ 3,397,780
2017	\$ 2,545,802	\$ 3,293,427	\$ 3,267,082	\$ 2,069,405	\$ 1,609,609	\$ 2,953,769	\$ 2,513,017	\$ 3,127,192	\$ 2,432,802	\$ 1,353,147	\$ 2,091,872	\$ 2,816,158
2018	\$ 2,126,341	\$ 2,369,184	\$ 2,544,590	\$ 1,868,144	\$ 2,087,767	\$ 3,299,887	\$ 3,668,820	\$ 3,853,858	\$ 2,971,201	\$ 2,546,703	\$ 2,870,199	\$ 3,897,926
2019	\$ 3,182,567	\$ 3,547,168	\$ 3,509,063	\$ 3,075,573	\$ 2,643,297	\$ 4,168,206	\$ 3,619,919	\$ 4,062,989	\$ 2,629,707	\$ 2,335,404	\$ 2,948,325	\$ 4,437,069
2020	\$ 3,571,851	\$ 4,249,464	\$ 3,410,366	\$ 2,583,501	\$ 2,783,668	\$ 4,849,024	\$ 4,672,216	\$ 5,239,254	\$ 4,084,007	\$ 2,839,173	\$ 2,289,723	\$ 4,991,631
2021	\$ 4,182,006	\$ 3,732,050	\$ 4,563,581	\$ 3,053,304	\$ 3,827,963	\$ 5,893,677	\$ 5,158,741	\$ 5,135,014	\$ 4,317,750	\$ 2,990,479	\$ 4,276,407	\$ 5,497,540
2022	\$ 4,907,039	\$ 5,783,556	\$ 5,490,806	\$ 4,180,731	\$ 4,498,592	\$ 6,551,227	\$ 6,472,977	\$ 6,827,663	\$ 5,628,461	\$ 4,843,688	\$ 5,201,473	\$ 6,358,313
2023	\$ 6,172,498	\$ 7,654,741	\$ 6,474,553	\$ 5,267,650	\$ 535,372	\$ 7,552,827	\$ 7,344,551	\$ 7,830,872	\$ 6,489,963	\$ 5,348,787	\$ 5,284,880	\$ 6,793,541



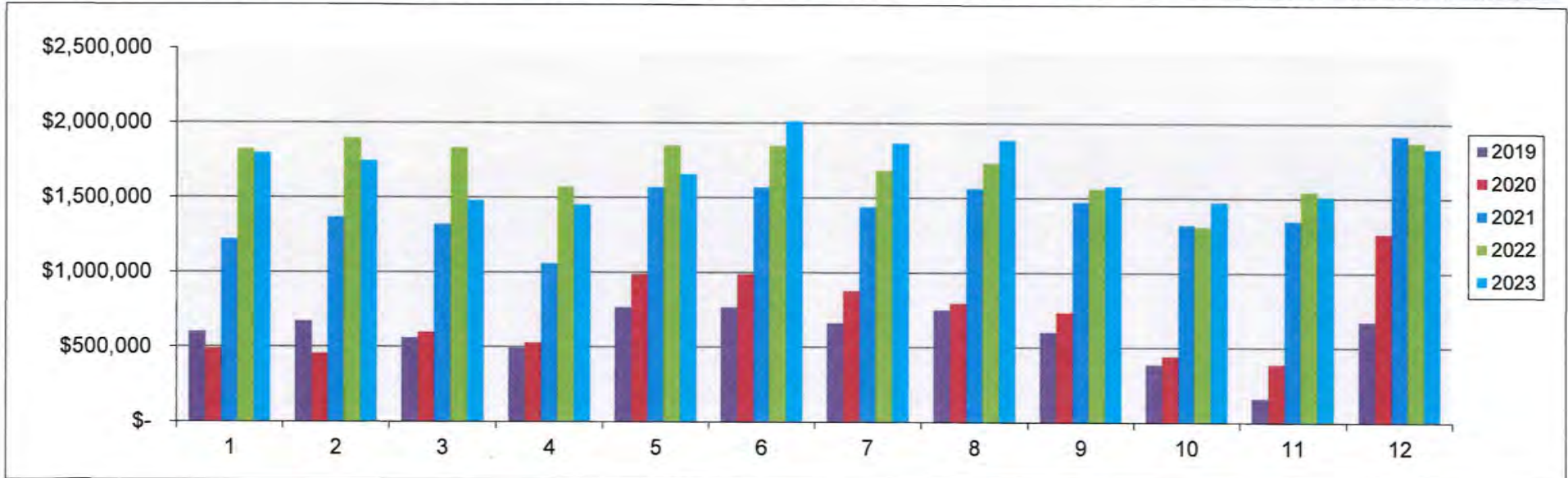
Public Safety, Fund 16 Month End Cash Balance Comparison

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2009	\$ 1,742,431	\$ 1,557,097	\$ 1,354,700	\$ 34,384	\$ 37,700	\$ 2,266,746	\$ 1,493,656	\$ 1,272,843	\$ 1,207,839	\$ 169,867	\$ 7,878	\$ 2,403,182
2010	\$ 1,214,046	\$ 888,885	\$ 688,460	\$ 179,531	\$ 18,770	\$ 2,011,405	\$ 1,369,593	\$ 1,147,573	\$ 951,186	\$ 97,707	\$ 63,933	\$ 1,937,376
2011	\$ 1,249,996	\$ 971,247	\$ 769,524	\$ 8,698	\$ 12,519	\$ 2,303,879	\$ 2,648,041	\$ 2,428,954	\$ 2,378,096	\$ 1,786,848	\$ 1,579,470	\$ 3,812,338
2012	\$ 2,636,573	\$ 2,300,856	\$ 2,123,340	\$ 1,387,831	\$ 1,186,873	\$ 2,891,262	\$ 1,624,303	\$ 1,456,313	\$ 1,758,259	\$ 1,115,788	\$ 869,325	\$ 2,280,035
2013	\$ 929,949	\$ 661,571	\$ 359,321	\$ 104,441	\$ 11,496	\$ 1,459,220	\$ 1,390,904	\$ 1,150,904	\$ 1,149,338	\$ 140,839	\$ 16,238	\$ 1,563,485
2014	\$ 262,607	\$ 57,038	\$ 112,376	\$ 150,126	\$ 48,998	\$ 1,634,727	\$ 746,683	\$ 481,089	\$ 391,701	\$ 122,777	\$ 116,170	\$ 2,157,152
2015	\$ 582,928	\$ 231,523	\$ 5,712	\$ 156,684	\$ 83,828	\$ 1,927,956	\$ 871,755	\$ 639,444	\$ 366,345	\$ 329,340	\$ 113,791	\$ 2,677,176
2016	\$ 1,102,564	\$ 831,965	\$ 726,301	\$ 202,298	\$ 234,773	\$ 2,691,701	\$ 1,108,805	\$ 842,458	\$ 1,143,433	\$ 373	\$ 69,939	\$ 3,104,431
2017	\$ 1,341,159	\$ 883,881	\$ 861,274	\$ 63,231	\$ 139,485	\$ 2,851,069	\$ 1,321,929	\$ 982,308	\$ 983,449	\$ 251,911	\$ 4,211	\$ 3,365,544
2018	\$ 1,759,729	\$ 1,201,452	\$ 1,164,032	\$ 177,407	\$ 263,821	\$ 3,264,423	\$ 1,708,729	\$ 1,525,774	\$ 1,525,383	\$ 253,438	\$ 81,939	\$ 3,945,154
2019	\$ 2,256,111	\$ 1,857,706	\$ 1,855,623	\$ 258,350	\$ 165,478	\$ 3,717,526	\$ 2,135,262	\$ 1,750,139	\$ 1,801,987	\$ 543,876	\$ 85,473	\$ 4,136,504
2020	\$ 2,375,322	\$ 2,073,994	\$ 2,055,324	\$ 365,187	\$ -	\$ 4,070,776	\$ 2,396,384	\$ 2,017,068	\$ 2,055,572	\$ 669,187	\$ 258,563	\$ 5,500,056
2021	\$ 3,696,645	\$ 3,222,706	\$ 2,898,592	\$ 1,243,161	\$ 1,030,467	\$ 5,259,707	\$ 3,516,245	\$ 3,178,445	\$ 3,115,484	\$ 1,585,029	\$ 1,171,896	\$ 5,511,421
2022	\$ 3,663,159	\$ 3,396,769	\$ 3,062,157	\$ 1,374,734	\$ 1,043,025	\$ 3,940,343	\$ 3,614,305	\$ 3,004,469	\$ 3,121,715	\$ 1,414,147	\$ 1,005,700	\$ 5,343,271
2023	\$ 3,446,089	\$ 2,967,793	\$ 2,754,346	\$ 945,049	\$ 594,327	\$ 5,235,859	\$ 334,681	\$ 2,987,722	\$ 3,049,818	\$ 1,125,826	\$ 757,356	\$ 5,905,576



Public Heath, Fund 18 Month End Cash Balance Comparison

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2010	\$ 408,527	\$ 317,113	\$ 205,160	\$ 154,303	\$ 77,258	\$ 317,642	\$ 273,735	\$ 286,584	\$ 136,827	\$ 77,089	\$ 17,018	\$ 262,465
2011	\$ 237,646	\$ 254,101	\$ 119,170	\$ 51,876	\$ 1,507	\$ 176,461	\$ 308,842	\$ 198,629	\$ 257,380	\$ 84,777	\$ 108,017	\$ 308,436
2012	\$ 278,282	\$ 322,621	\$ 232,533	\$ 94,640	\$ 97,823	\$ 292,576	\$ 183,596	\$ 186,588	\$ 65,476	\$ 5,343	\$ 44,298	\$ 301,065
2013	\$ 155,657	\$ 112,449	\$ 10,418	\$ 13,711	\$ 26,664	\$ 271,188	\$ 151,147	\$ 164,607	\$ 103,661	\$ 29,018	\$ 12,017	\$ 293,888
2014	\$ 186,693	\$ 188,057	\$ 141,330	\$ 140,130	\$ 73,067	\$ 370,630	\$ 269,276	\$ 244,069	\$ 250,470	\$ 182,134	\$ 108,173	\$ 445,973
2015	\$ 304,792	\$ 387,711	\$ 282,978	\$ 90,851	\$ 120,431	\$ 378,678	\$ 295,720	\$ 359,690	\$ 263,279	\$ 160,165	\$ 76,551	\$ 418,371
2016	\$ 395,056	\$ 327,194	\$ 177,689	\$ 170,446	\$ 60,156	\$ 356,680	\$ 104,395	\$ 242,198	\$ 78,473	\$ 95,235	\$ 9,440	\$ 271,462
2017	\$ 198,181	\$ 219,026	\$ 116,381	\$ 6,150	\$ 242,043	\$ 541,156	\$ 402,342	\$ 523,924	\$ 381,818	\$ 260,038	\$ 232,472	\$ 618,188
2018	\$ 624,255	\$ 605,365	\$ 522,373	\$ 395,538	\$ 511,106	\$ 725,545	\$ 568,234	\$ 659,168	\$ 476,000	\$ 464,479	\$ 371,654	\$ 696,357
2019	\$ 599,767	\$ 673,714	\$ 559,254	\$ 493,363	\$ 764,579	\$ 764,579	\$ 662,099	\$ 747,833	\$ 602,631	\$ 387,905	\$ 160,942	\$ 675,147
2020	\$ 489,775	\$ 457,518	\$ 599,626	\$ 529,167	\$ 987,166	\$ 987,166	\$ 875,371	\$ 794,514	\$ 732,274	\$ 442,606	\$ 388,562	\$ 1,261,222
2021	\$ 1,219,130	\$ 1,365,865	\$ 1,318,930	\$ 1,056,897	\$ 1,566,772	\$ 1,566,772	\$ 1,436,532	\$ 1,561,263	\$ 1,472,093	\$ 1,318,062	\$ 1,346,380	\$ 1,920,495
2022	\$ 1,821,981	\$ 1,896,091	\$ 1,830,474	\$ 1,568,723	\$ 1,847,178	\$ 1,847,178	\$ 1,679,875	\$ 1,731,252	\$ 1,561,068	\$ 1,307,967	\$ 1,541,927	\$ 1,873,112
2023	\$ 1,795,484	\$ 1,742,845	\$ 1,477,812	\$ 1,450,624	\$ 1,655,674	\$ 2,009,815	\$ 1,863,433	\$ 1,884,832	\$ 1,578,536	\$ 1,470,966	\$ 1,510,468	\$ 1,831,683



FOURTH QUARTER COMPARISONS 2019-2020-2021-2022-2023

#	FUND	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
		OCTOBER	OCTOBER	OCTOBER	OCTOBER	OCTOBER	NOVEMBER	NOVEMBER	NOVEMBER	NOVEMBER	NOVEMBER	NOVEMBER	DECEMBER	DECEMBER	DECEMBER	DECEMBER
1	GENERAL REVENUE	6,445,215	8,956,582	8,253,701	12,761,814	9,824,065	5,914,643.90	8,261,727	11,257,920	12,770,054	8,937,170	7,705,096.76	8,505,268	14,595,355	14,781,606	9,885,426
	capital improvement bonds 2020 balance		1,216,855	791,376	636,049	440,393		1,002,372	791,376	595,082	440,393		989,825	704,701	588,344	440,393
	capital improvement bonds 2022 balance				2,679,763	1,424,985				2,483,780	1,320,472				2,449,658	1,018,391
	cares funds balance		1,743,251	-	-	-		1,713,578	-	-	-		-	-	-	-
	ARPA funds balance			3,046,045	5,195,978	2,461,186			3,046,045	5,157,978	2,461,186		-	2,996,045	4,972,710	2,461,186
	jail bond refunding balance				50,000	-			4,541,542	-	-			4,541,542	-	-
	General Revenue		5,996,476	4,416,281	4,200,024	5,497,500		5,545,777	2,878,957	4,533,215	4,715,119		7,515,443	6,353,067	6,770,894	5,965,455
3	PUBLIC WORKS	9,743,655	5,035,726	-	2,869,059	3,808,944	9,429,190	4,321,254	-	2,278,243	2,788,904	10,440,938.17	6,095,820	2,193,770	4,420,372	5,165,063
5	S.S.COLLABORATIVE	165,562	123,352	132,897	132,890	182,068	187,712	122,102	126,243	131,640	127,462	115,165.27	139,816	146,608	131,830	187,680
11	SOCIAL SERVICES	2,335,404	2,839,355	2,990,479	4,043,688	5,348,787	2,948,325	2,289,905	4,276,407	5,201,473	5,284,880	4,437,069	4,991,813	5,497,540	6,358,313	6,793,541
15	REGIONAL LIBRARY	-	-	-	-	-	467	-	-	-	-	6,783	-	10,669	10,183	6,071
16	PUBLIC SAFETY	543,876	669,187	1,585,029	1,414,047	1,125,826	85,473	258,563	1,171,896	1,005,700	757,356	4,136,504	5,500,056	5,511,421	5,343,271	5,905,576
18	PUBLIC HEALTH	387,905	442,606	1,318,062	1,307,967	1,470,966	160,942	388,562	1,346,380	1,541,927	1,510,468	675,147	1,261,222	1,920,495	1,873,112	1,831,683
19	OPIOD SETTLEMENT	-	-	-	0	453,893	-	-	-	62,067	469,050	-	-	-	375,781	469,050
20	FIN'L ASSURANCE	224,896	261,754	382,828	430,234	537,868	224,896	261,754	382,828	430,234	598,096	224,896	298,612	382,828	477,640	598,096
25	TRUST/FORFEITED TAX	-	-	-	-	157,391	2,389.83	-	-	-	163,571	-	-	-	-	163,141
34	WATERSHED DEBT SERVICE FUND	549,602	509,978	731,857	879,440	895,863	549,602	702,174	731,857	909,952	895,863	673,634	925,863	1,012,033	1,198,212	1,162,530
35	DEBT SERVICE	65,849	65,849	65,849	66,375	66,375	65,849	65,849	65,849	66,375	66,375	65,849	65,849	66,375	66,375	66,375
36	UNION/SARAH BOND FUND	18,038	639	1,590	1,590	1,590	18,038	639	1,590	1,590	1,590	46,006	500	1,590	1,590	1,590
38	CAP Grant Project	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40	DITCH SPEC ASSESSMENT	847,153	644,310	806,572	599,195	10,348	828,514	625,355	742,389	587,768	402,336	915,270	858,558	798,436	751,759	700,132
48	ENVIRONMENTL SVCS	1,121,779	1,723,674	1,780,159	1,821,584	1,916,087	922,916	1,606,038	1,386,009	1,637,405	1,722,885	1,826,882	2,564,330	2,359,716	2,735,620	2,792,138
60	CORRECTIONS	2,459,364	2,450,430	2,780,675	2,105,060	1,878,865	2,113,639	2,228,249	2,461,382	1,550,635	1,314,392	1,435,934	1,520,132	1,454,984	839,644	656,901
64	RESOURCE RECOVERY	30,681	0	0	0	0	0	0	0	0	0	0	0	0	0	0
65	LANDFILL	1,758,237	1,775,428	2,278,142	1,265,811	693,053	1,760,098	1,839,762	2,433,660	1,197,730	840,943	1,875,273	1,652,256	2,590,473	948,498	785,578
72	COMMUNITY HEALTH BOARD	56,331	173,650	19,118	247,526	114,990	160,940	79,574	1,602	12,126	7,027	30,600	113,432	44,420	2,070	26,273
76	AGENCY	13,286,488	14,212,178	14,387,593	15,247,604	15,762,381	20,718,973	21,539,632	21,554,299	21,711,770	23,016,695	2,007,081	2,361,729	2,786,806	2,187,198	2,785,882
77	WATERSHED MAINTENACE & R.W	2,348	0	0	0	0	2,348	2,561	0	0	0	2,348	5,122	0	0	0
81	Fiscal Agent	16,158	16,360	16,360	16,360	2,258	16,360	16,360	16,360	16,360	2,258	16,360	16,360	16,360	16,360	2,258
	TOTAL FUND CASH	40,058,529	39,901,058	37,530,912	46,010,243	44,251,618	46,111,315	44,610,062	47,956,671	51,113,048	48,907,320	36,636,837	36,876,738	41,389,880	42,519,433	39,984,983
	COUNTY CHANGE FUND	5,070	5,070	5,070	4,570	4,570	5,070	5,070	5,070	4,570	4,570	5,070	5,070	4,570	4,570	4,570
	INVESTMENT CONTROL	2,824,286	2,803,108	2,767,164	2,800,655	2,918,453	2,827,764	2,816,510	2,767,201	2,806,606	2,929,994	2,831,299	2,816,594	2,762,059	2,813,467	2,942,030
	TOTAL	42,887,885	42,709,236	40,303,146	48,815,468	47,174,641	48,944,149	47,431,642	50,728,942	53,924,224	51,841,883	39,473,206	39,698,402	44,156,509	45,337,470	42,931,583

Parks Fund Report

new 1/1/24

12/31/2023

Maple Lake Park 1-520

YEAR	Revenues	Expenditures	YEAR'S ACTIVITY	BALANCE
2021	115,026	90,055	24,971	24,971
2022	110,780	83,474	27,306	52,278
2023	108,539	132,785	(24,246)	28,031

Tilberg Park 1-521

YEAR	Revenues	Expenditures	YEAR'S ACTIVITY	BALANCE
2021	37,445	23,613	13,832	13,832
2022	39,466	32,561	6,905	20,737
2023	39,684	29,167	10,517	31,254

Combined Fund

YEAR	Revenues	Expenditures	YEAR'S ACTIVITY	BALANCE
2021	152,472	113,668	38,803	38,803
2022	150,246	116,035	34,211	73,014
2023	148,223	161,953	(13,729)	59,285
Total Park Fund Balance				59,285

3 year average net 19,762

Budget for 2024

	Revenues	Expenditures	Net
Maple Lake	130,000	52,800	77,200
Tilberg	35,000	32,600	2,400

Projected combined balance year end 2024 per budget 138,885

**Fund 3 Public Works Road and Bridge
2023 Budget Summary and Cash Balance**

<u>Revenues</u>	<u>2023 Budgeted</u>	<u>YTD Received</u>	<u>%</u>
Property Taxes	3,019,880	3,020,775	100.0%
Transit Tax	-	1,103,003	
Gravel Tax & Permits	115,000	69,160	60.1%
State Aid	12,173,011	11,088,481	91.1%
State other	-	338,610	
Federal Aid & Disaster	-	625,547	
Fees & Reimbursements	480,000	1,211,493	252.4%
Sale of Supplies	225,000	402,074	178.7%
ARPA funds from Gen Rev	1,800,000	1,200,000	66.7%
Other	-	45,338	
	17,812,891	19,104,480	107.3%

<u>Expenditures</u>	<u>2023 Budgeted</u>	<u>YTD Actual</u>	<u>%</u>
Pay and Benefits	3,343,480	3,255,010	97.4%
Hwy. Administration Dept.	207,200	299,117	144.4%
Remittance of Rev., Road Allotmnts.	1,969,011	1,421,678	72.2%
Maintenance	2,675,200	2,812,364	105.1%
Construction	8,415,700	8,217,528	97.6%
Equip. mntc. Shops	1,052,300	1,461,447	138.9%
Other repairs mntc & operations	150,000	892,645	595.1%
	17,812,891	18,359,789	103.1%

Net	-	744,691
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Fund 3 Cash Balance	
January 1 2023	4,420,372
2023 Revenues	19,104,480
2023 Expenditures	(18,359,789)
December 31 2023	5,165,063
Net Change increase (decrease)	744,691

Fund 11 Social Services
2023 Budget Summary and Cash Balance

<u>Revenues</u>	<u>2023 Budgeted</u>	<u>YTD Received</u>	<u>%</u>
Property Taxes	6,026,957	6,028,642	100.0%
State payments	5,667,412	5,206,408	91.9%
Federal payments	5,584,996	5,096,230	91.2%
Fees	682,721	865,273	126.7%
Recoveries & Other	301,310	729,128	242.0%
Other Aids	-	272,271	
ARPA funds from Gen Rev	418,317	28,745	6.9%
	18,681,713	18,226,698	97.6%

<u>Expenditures</u>	<u>2023 Budgeted</u>	<u>YTD Actual</u>	<u>%</u>
<u>Income Maintenance</u>			
Pay and Benefits	3,770,853	3,467,141	91.9%
Exp type 1, 6200-6999	594,927	583,458	98.1%
Exp type 1, 6001-6098	1,015,743	829,659	81.7%
<u>Social Services</u>			
Pay and Benefits	6,137,254	5,758,686	93.8%
Exp type 1, 6200-6999	730,939	768,259	105.1%
Exp type 1, 6001-6098	6,931,997	6,384,268	92.1%
	19,181,713	17,791,470	92.8%

Net	(500,000)	435,228
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Fund 11 Cash Balance	
January 1 2023	6,358,313
2023 Revenues	18,226,698
2023 Expenditures	(17,791,470)
December 31 2023	6,793,541
Net Change increase (decrease)	435,227.55

**Fund 16 County Sheriff and Jail Costs Fund
2023 Budget Summary and Cash Balance**

<u>Sheriff Revenues</u>	2023 Budgeted	YTD Received	%
Property Taxes	4,923,067	4,923,067	100.0%
Police State Aid	290,000	313,978	108.3%
Public Safety Aid	-	608,212	
Sheriff's Fees	60,000	44,900	74.8%
Fees miscellaneous	45,000	35,300	78.4%
Refunds & Reimbursements	250,000	201,996	80.8%
Sale of Motor Vehicles	25,000	102,093	408.4%
Sheriff's Contingency Fund	5,000	4,523	90.5%
State Boat & Water Safety Grant	10,482	12,819	122.3%
Federal Boat & Water Grant	46,497	-	0.0%
Enhanced 911 State Grant	109,000	216,610	198.7%
PSAP one time appropriation	-	54,131	
ARPA reimbursments from County	192,797	-	0.0%
State EMG grant	25,000	25,126	100.5%
K9 grant & donations	-	15,675	
Misc., reimbursments & other	48,465	216,182	446.1%
	6,030,308	6,774,612	112.3%
<u>Sheriff Expenditures</u>	2023 Budgeted	YTD Actual	%
Pay and Benefits	4,970,089	4,338,979	87.3%
Sheriff 16-200			
Uniform & Law Enfc suplies, Training	112,000	90,376	80.7%
Fuels	135,000	167,588	124.1%
Equipment	85,022	100,849	118.6%
Vehicles	561,855	524,054	93.3%
Other repair & maintenance	62,000	59,572	96.1%
Prisoner conveyance	31,600	21,833	69.1%
All other	376,805	398,100	105.7%
Boat & Water (202)	53,772	4,982	9.3%
Civil Process (214) internal transfer	-	105,422	
Drug Task Force & Body Armor (217, 218)	5,084	2,552	50.2%
Enhanced 911 (222)	312,658	133,928	42.8%
DWI & Snowmobile (228, 231)	1,946	178	9.1%
EMG (280)	14,970	13,896	92.8%
	6,722,801	5,962,307	88.7%
Sheriff Net	(692,493)	812,304	

<u>Jail Cost (TCCC) Revenues</u>	2023 Budgeted	YTD Received	%
Property Taxes	4,526,538	4,526,538	100.0%
Rents & Leases	1,139,598	1,139,598	100.0%
	5,666,136	5,666,136	

<u>Jail Cost (TCCC) Expenditures</u>	2023 Budgeted	YTD Actual	%
Jail Cost Share	5,916,136	5,916,136	100.0%

Jail Net (250,000) (250,000)

Public Safety Fund Net (942,493) 562,304

Fund 16 Cash Balance	
January 1 2023	5,343,271
2023 Revenues	12,440,748
2023 Expenditures	11,628,443
December 31 2023	5,905,576
Net Change increase (decrease)	562,305

**Fund 18 Public Health
2023 Budget Summary and Cash Balance**

<u>Revenues</u>	<u>2023 Budgeted</u>	<u>YTD Received</u>	<u>%</u>
Property Taxes	969,023	969,023	100.0%
State payments	812,581	893,565	110.0%
Federal payments	908,342	583,250	64.2%
Private grant	96,000	96,000	100.0%
Fees & Miscellaneous	785,862	880,689	112.1%
ARPA funds from Gen Rev	-	22,134	
Other	-	-	
	3,571,808	3,444,661	96.4%

<u>Expenditures</u>	<u>2023 Budgeted</u>	<u>YTD Actual</u>	<u>%</u>
Pay and Benefits	3,288,380	3,068,967	93.3%
Health Administration	211,237	149,041	70.6%
Health Promotion Disease Prevention	51,720	58,598	113.3%
Family Health	65,095	104,670	160.8%
WIC	45,435	19,618	43.2%
Wellness Chemical Health	42,991	69,110	160.8%
Waivered Services	16,950	16,087	94.9%
	3,721,808	3,486,090	93.7%

Net	(150,000)	(41,429)
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Fund 18 Cash Balance	
January 1 2023	1,873,112
2023 Revenues	3,444,661
2023 Expenditures	(3,486,090)
December 31 2023	1,831,683.01
Net Change increase (decrease)	(41,429)



Board of Commissioners

Polk County Government Center

612 N Broadway – Room 211

Crookston, MN 56716-1452

TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Annalee Jones, Deputy Director of Property Records

MEETING DATE: April 23, 2024

AGENDA ITEM: Aumentum Tax Software Contract and Board Ratification

SUMMARY: Aumentum Contract and Board Ratification Statement

1. Attached is the Master Agreement for Licensed Software, Hardware, and Services for the Aumentum tax software program converting to the updated Platform version.
2. The Master Agreement is between Manatron (Aumentum Tech) and Minnesota Counties Computer Cooperative (MnCCC). MnCCC serves as a joint power's organization facilitating technical services between the county and vendors.
3. The total upgrade cost has increased from the start of contract negotiations. Polk County will owe an additional \$96,960.00 to cover the 1st Year Upgrade costs. The 1st Year Upgrade will be billed to Polk County on approximately June 1, 2024.
4. The contract was fully executed by the MnCCC Board on March 1, 2024. This contract additionally requires each County Board to sign the Board Ratification Statement on the last page.

ACTION REQUESTED (INFORMATION ONLY/MOTION/RESOLUTION):

1. A motion was made by Commissioner seconded by Commissioner to approve the Aumentum Platform upgrade of \$246,960.00 and contract with Aumentum Technologies.
2. A motion was made by Commissioner seconded by Commissioner to authorize the expenditure of \$96,960.00 for the Aumentum 1st Year Upgrade costs.
3. A motion was made by Commissioner seconded by Commissioner to sign the Board Ratification Statement, authorizing Annalee Jones, Deputy Director of Property Records, to enter into contract with Aumentum Technologies for the implementation, maintenance, and support of the Aumentum Platform software.

MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
Manatron, Inc. 2429 Military Road, Suite 300 Niagara Falls, NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive Suite 201 Saint Paul, MN 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Christine Meredith – Executive Director Telephone No.: 651-401-4201 E-mail Address: lisa@mncce.gov

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Aumentum Tech shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules MN2022.001.01 and all future Schedules that reference the Master Agreement No. MN2022.001. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

AUMENTUM TECHNOLOGIES

By: Todd Richardson
(Signature)

Its: CFO
(Typed or Printed Position)

Date: 2.29.2024

By: [Signature]
(Signature)

Its: EVP
(Typed or Printed Position)

Date: 2.29.2024

MnCCC

By: [Signature]
(Signature)

Its: Aumentum User Group Chair
(Typed or Printed Position)

Date: 3/1/24

By: [Signature]
(Signature)

Its: MnCCC Board Chair
(Typed or Printed Position)

Date: 3.1.2024

By: [Signature]
(Signature)

Its: Executive Director
(Typed or Printed Position)

Date: March 1, 2024

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.1.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software made by Aumentum Tech at the request of Customer, including any that result from the joint efforts or collaboration of Aumentum Tech and Customer. Aumentum Tech may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be updated or amended from time to time, and generally made available and provided by Aumentum Tech for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Aumentum Tech may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Aumentum Tech.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which Aumentum Tech completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

"Maintenance & Support Services" shall have the meaning set forth in Section 5.1.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Aumentum Tech.

"Notice of Completion" means: (a) if Aumentum Tech is to provide implementation services, a written notice from Aumentum Tech stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Aumentum Tech stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Aumentum Tech under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Required Consent" means any consents or approvals required to give Aumentum Tech and its subcontractors the right or license to access, use, or modify (including creating derivative works) the hardware, software, firmware and other products that Customer makes available to Aumentum Tech for use to provide the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer will promptly obtain and provide to Aumentum Tech all Required Consents necessary for Aumentum Tech to provide the Services under this

Agreement. Both parties will use commercially reasonable efforts to determine mutually acceptable "work arounds" should Customer be unable to provide such Required Consents. Ultimately, however, Aumentum Tech will be relieved of the performance of any obligations that may be affected by Customer's failure to promptly obtain and provide any required consents to Aumentum Tech.

"**Schedule**" and "**Schedules**" shall have the meanings set forth in Section 2.0.

"**Seat**" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"**Site**" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"**Software**" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"**Software Modification**" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by Aumentum Tech as part of the development or enhancement of the Software or Third-Party Software.

"**Statutory Reports**" means those reports provided by Aumentum Tech that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within Aumentum Platform's standard database by means of in-scope data conversion and/or generated by standard application features.

"**Test Period**" means the thirty (30) days or other mutually agreed upon test period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

"**Third-Party Software**" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

"**Version**" means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by Aumentum Tech's standard Software numbering system.

"**Web Hosting**" means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

Schedule(s). Aumentum Tech shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedule" and "Schedules").

Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

Grant. Aumentum Tech grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

Acceptance Testing.

3.1.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Aumentum Tech in writing, and Aumentum Tech shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time Aumentum Tech is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Aumentum Tech and receive a refund of any payments received for the license fee.

3.1.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earliest of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Aumentum Tech of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

Scope of Rights. Customer may:

3.1.3 Install the Software on the Designated Processor and may, upon prior written notice to Aumentum Tech, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.1.4 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.1.5 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.1.6 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Aumentum Tech's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Aumentum Tech upon request. All copies that are made by Customer shall be the property of Aumentum Tech.

3.1.7 Make copies of the Documentation for Customer's internal use only, provided that Aumentum Tech's copyright and other proprietary legends are reproduced on each copy.

Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.1.8 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.1.9 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.1.10 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.1.11 Without prior written approval of Aumentum Tech, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.1.12 Without prior written approval of Aumentum Tech, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.1.13 Remove the labels or any proprietary legends from the Software or its Documentation.

Title. Aumentum Tech reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

Right to Audit. Aumentum Tech shall have the right, within ten (10) days of Aumentum Tech's written request, during normal business hours and at times mutually agreed upon by Aumentum Tech and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Aumentum Tech of the underpayment.

Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Aumentum Tech shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

Delivery. If Hardware is provided to Customer under this Agreement, Aumentum Tech shall coordinate delivery of the Hardware to Customer. Aumentum Tech shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

Scope. Provided that Customer is current in the payment of the applicable fees, Aumentum Tech shall provide the following maintenance and support services:

5.1.1 **Telephone Support.** Aumentum Tech shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Aumentum Tech may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

5.1.2 **Web Site.** Aumentum Tech shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

5.1.3 **Error Corrections.** Aumentum Tech will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Aumentum Tech may from time to time amend its response policy upon at least sixty (60) days' prior notice to Customer.

5.1.4 **Compliance Updates.** Aumentum Tech shall exercise due diligence and provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides Aumentum Tech with timely written notification of such changes. Customer understands and agrees that Aumentum Tech's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to Aumentum Tech in a manner that provides Aumentum Tech sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Aumentum Tech shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by Aumentum Tech. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by Aumentum Tech shall be spread on an equitable basis across Aumentum Tech's affected customer base, on a time and materials basis.

5.1.5 **Versions.** Aumentum Tech shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 5.1.1 through 5.1.5 above are herein collectively referred to as "Maintenance & Support Services" Provided that Customer is current in the payment of the applicable fee and not otherwise in breach of the Agreement, Aumentum Tech shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

Customer Obligations.

5.1.6 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Maintenance & Support Services shall be made. Additionally, Customer may have up to the following authorized individuals

in each of the four business functional areas. The four areas being the Auditor's Office, the Treasurer's Office, the Assessor's Office, and the Information Technology Group for a total of four (4) authorized individuals per County. Aumentum Tech shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Aumentum Tech.

5.1.7 Customer shall implement and follow the reasonable written instructions of Aumentum Tech regarding operation of the Software.

5.1.8 Customer shall comply with the applicable Documentation.

5.1.9 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

Third-Party Software Support. Aumentum Tech shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Aumentum Tech is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

Hardware Maintenance. Aumentum Tech may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Aumentum Tech is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Aumentum Tech or the attachment of third-party hardware or equipment to the Customer's Computer System. Aumentum Tech is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

Services Outside Scope. The exclusions set forth in Section 10.4 shall apply to Aumentum Tech's obligations to provide Maintenance & Support Services under this Section 5. Services provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Aumentum Tech's then-current time-and-material charges, including travel and all other out-of-pocket expenses. Aumentum Tech shall bill Customer a minimum charge of two (2) hours for all services provided under this Section

6. OTHER SERVICES.

Description. Aumentum Tech shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

Implementation Services. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Aumentum Tech:

6.1.1 **Joint Development.** Aumentum Tech and Customer shall jointly develop the Implementation Plan using Aumentum Tech's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.1.2 **Amendments.** Aumentum Tech and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.1.3 Performance Dates.

6.1.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.1.3.2 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.1.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.1.2.

6.1.4 **Aumentum Tech Project Manager.** Aumentum Tech shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Aumentum Tech Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Aumentum Tech under the Schedule and who shall be the primary point of contact for Aumentum Tech. Aumentum Tech may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Aumentum Tech agrees that the Aumentum Tech Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.1.5 **Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Aumentum Tech.

7. INSURANCE

Insurance Coverage. During the term of this Agreement, Aumentum Tech shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000
Umbrella Liability	Each Occurrence \$9,000,000.00
Excess Liability	Aggregate \$9,000,000.00
Professional Liability	Limit \$5,000,000.00
Tech E&O & Cyber	SIR \$1,000,000.00

Certificate. Upon request by Customer, Aumentum Tech shall provide Customer with certificate(s) of insurance. Aumentum Tech shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

License Fees. Customer shall pay Aumentum Tech the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon delivery of Software to Customer or as mutually agreed upon.

Support Fees. Customer agrees to pay Aumentum Tech the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced quarterly in advance, commencing on the date Go-Live. Aumentum Tech shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fee increases shall not be arbitrary or unreasonable. In the event Aumentum Tech provides Customer with any new software product or Version, Aumentum Tech may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

Other Services Fees. Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-material basis based on Aumentum Tech's then-current rates and charges for the Services. Aumentum Tech will bill other Services as used.

Hardware Fees. Customer agrees to pay Aumentum Tech the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

Reimbursable Expenses. Customer agrees to reimburse Aumentum Technologies for all necessary, reasonable and customary pre-authorized out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Aumentum Technologies in connection with the performance of Professional Services, not including travel expenses related to Aumentum Tech's participation at the annual conference or monthly TAC meetings. Meal expenses shall not exceed Aumentum Tech's then-current per-diem amount. Aumentum Technologies agrees that its utilities or its internet connection needed to provide support to Customer do not fall under Reimbursable Expenses. Both parties agree that there could be other reimbursable expenses not outlined herein and agree to discuss and come to mutual agreement on how to address any other necessary, reasonable and customary expense not contemplated herein.

Invoices/Acceptance. All invoices are due within 45 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Aumentum Tech in writing the reasons for such delay. All Professional Services provided against subsequent agreements and less than \$25,000 shall be invoiced upon signing of the related contract addendum, Letter of Authorization, Change Request, or related agreement. Unless otherwise agreed by both parties, Aumentum Tech may apply any payment received to any delinquent amount outstanding.

Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Aumentum Tech with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Aumentum Tech, excluding any taxes based upon Aumentum Tech's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Aumentum Tech shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Aumentum Tech for such tax liability within thirty (30) days after receiving written notice of such tax liability from Aumentum Tech.

Penalties for Delay. Neither Customer nor Aumentum Tech shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

Price Changes. If Aumentum Tech utilizes a third-party Hardware Maintenance services provider, Aumentum Tech shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Aumentum Tech shall be entitled to increase any price charged



to Customer for Third-Party Software and/or Hardware Maintenance services provided by Aumentum Tech upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

Communications Equipment. At a minimum, Customer is required to provide Aumentum Tech with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

Records. Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Aumentum Tech shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Aumentum Tech shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

Software. Aumentum Tech warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Aumentum Tech agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Aumentum Tech warrants that any Enhancement, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10, is the correction or replacement of any nonconformity. Customer shall provide Aumentum Tech with written notice that nonconformity exists, and Aumentum Tech shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Aumentum Tech warrants that the Software does not contain any disabling devices that would allow Aumentum Tech to terminate operation of the Software. Aumentum Tech further warrants that, to the best of its knowledge, the Software does not contain any viruses.

Services. Aumentum Technologies warrants that all Professional Services provided under this Agreement will be performed in accordance with applicable laws and regulations, and in a workmanlike manner using reasonable skill and care; that it will maintain commercially reasonable, policies and procedures for remote access, security and mobile devices, to minimize third party security risks that are common for providers of similar services to Aumentum Technologies; shall adhere to Customer remote access, security, mobile device or similar policies provided to Aumentum Technologies in advance in writing, and ensure that all Aumentum Technologies employees and/or agents abide by Customer's then-current reasonable remote access and security requirements, including such restrictions that will prevent or limit the storage or other remote access to data of End Users. Customer shall notify Aumentum Technologies in writing of any breach of this warranty within thirty (30) days after completion of the Service. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty is re-performance of the Service.

Third-Party Software; Hardware. AUMENTUM TECH MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY AUMENTUM TECH AND ITS AFFILIATES AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

Exclusions. Aumentum Tech's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.1.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Aumentum Tech;

10.1.2 Problems and errors that Aumentum Tech and/or Customer cannot reproduce;

10.1.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Aumentum Tech, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.1.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.1.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Aumentum Tech's then-current time-and-material rates, plus travel related expenses.

Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

Defined. As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as Confidential Information to the extent that it meets the requirements of the definition. Notwithstanding any provision in this Section 11, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Aumentum Tech.

Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized

use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Aumentum Tech's prior written approval.

Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

Scope. Aumentum Tech agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Aumentum Tech shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

Notice. Customer shall give Aumentum Tech prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Aumentum Tech's rights in the Software. Customer will provide Aumentum Tech reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

Alternatives. Aumentum Tech shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12, Aumentum Tech may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

Exclusions. Aumentum Tech shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of Aumentum Tech; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

Sole Remedy. This Section 12 states Aumentum Tech's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

Limitation and Disclaimer. AUMENTUM TECH'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL AUMENTUM TECH BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT AUMENTUM TECH HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

PUBLIC ACCESS SECURITY: AUMENTUM TECHNOLOGIES AGREES TO IMPLEMENT COMMERCIALY REASONABLE MEASURES TO PROTECT THE SECURITY OF THE DATABASE AND TO PROHIBIT UNAUTHORIZED ACCESS TO THE DATABASE. AUMENTUM TECHNOLOGIES, HOWEVER, MAKES NO WARRANTY OR GUARANTEE THAT ANY PUBLIC ACCESS DATABASE WILL BE FREE FROM SECURITY BREACHES, AND AUMENTUM TECHNOLOGIES EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE CAUSED BY UNAUTHORIZED ACCESS TO THE DATABASE.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Aumentum Tech shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Aumentum Tech against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16. Expiration of this Agreement, or any termination by Customer shall not affect the perpetual license granted in Section 3.1 or any other right, whether by its terms, or by implication is intended to survive expiration or termination of this Agreement.

Term of Maintenance & Support Services. Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedules or Statement of Work, as applicable, and shall continue for an initial term of thirty-six (36) months. Maintenance & Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. Additionally not to auto-renew more than three additional terms. If Maintenance & Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee and any other applicable fees.

Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

Term of Other Services. The term for Services (other than Maintenance & Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

- 16.1.1 Breaches its confidentiality obligations under this Agreement;
- 16.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;
- 16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;
- 16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Aumentum Tech with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Aumentum Tech under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16, Customer agrees to grant Aumentum Tech a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16. If funds should not become available with two (2) years of said date, Customer shall be free to contract with Aumentum Tech or any other available source when they do become available.

Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to Aumentum Tech within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1.1, 16.1.2, 16.1.3, or 16.1.4 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Aumentum Tech shall return all data supplied by Customer in a format reasonably requested by Customer (other than Aumentum Tech's proprietary format) upon payment of Aumentum Tech's then-current fee for this service.

Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

17. DISPUTE RESOLUTION.

Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

Customer List; Publicity. Customer authorizes Aumentum Tech to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Aumentum Tech may publicly refer to Customer (by name only) as being a customer of Aumentum Tech, and only in relation to this Agreement except as otherwise authorized by Customer.

Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

Notices.

18.1.1 **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.1.2 **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.1.3 **Contact Person.** Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Aumentum Tech will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Aumentum Tech does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Aumentum Tech will function for an indefinite period of time. Rather, Aumentum Tech and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Version, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

Injunctive Relief. Aumentum Tech and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Customer's state of domicile without regard to applicable conflicts of law principles, and expressly including full compliance with Minnesota Government Data Practices Act (Minn. Stats. Chapter 13).

Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Aumentum Tech may, without Client's consent, but with written notice to client of the assignment, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Aumentum Tech's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Aumentum Tech or any similar business transaction.

Severability. The provisions of this Agreement are severable. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions, unless such provisions shall substantially impair the value of the Agreement to Customer.

Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Subcontractors. Aumentum Technologies reserves the right to subcontract work, as it deems necessary, to perform the Professional Services under this Agreement, but will use reasonable efforts to avoid replacement or reassignment of key personnel providing Professional Services hereunder. Aumentum Technologies shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Aumentum Technologies shall notify customer of any plan to utilize a subcontractor, and, solely with respect to Support Services personnel, shall provide Customer with at least ninety (90) day's notice of any plan to utilize a subcontractor based outside of the United States to provide such Support Services.

Independent Contractor. The relationship of Aumentum Tech to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

Waiver. No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type.

Executable by Facsimile. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

Non-Discrimination. Aumentum Tech, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Entire Agreement. This Agreement embodies the entire agreement and understanding between Aumentum Tech and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Aumentum Tech.

APPENDIX A
RESPONSE POLICY

Aumentum Tech shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Aumentum Tech. Aumentum Tech may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Aumentum Tech for that support on a time-and-materials basis at Aumentum Tech's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Aumentum Tech's Responses
1 Critical	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Aumentum Tech will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Aumentum Tech has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2 High	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3 Medium	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4 Low	The problem has no business impact.	Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future Version.

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

The attached Schedules numbered MN2022.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive Suite 201 Saint Paul, MN 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: 866.471.2900 Fax No.: E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Christine Meredith – Executive Director Telephone No.: 651.401.4201 E-mail Address: lisa@mnccc.gov

The parties have executed these Schedules as of the dates set forth below their respective signatures.

AUMENTUM TECHNOLOGIES

By: Todd Richardson
(Signature)

Its: CFO
(Title)

Date: 2.29.2024

By: [Signature]
(Signature)

Its: EVP
(Title)

Date: 2.29.2024

Minnesota Counties Computer Cooperative (MnCCC)

By: [Signature]
(Signature)

Its: Aumentum User Group Chair
(Title)

Date: 3.1.24

By: [Signature]
(Signature)

Its: MnCCC Board Chair
(Title)

Date: 3.1.2024

By: [Signature]
(Signature)

Its: Executive Director
(Title)

Date: March 1, 2024

Master Agreement # MN2022.001 and the pages below will establish the MnCCC Counties that currently purchase Maintenance & Support for those Aumentum Technologies products listed on the Software Schedule and Maintenance and Support Schedule. Upon approval and signing of Master Agreement # MN2022.001 and this Schedules for Master Agreement # MN2022.001.01 the Counties listed shall continue at the then current rate for Maintenance and Support of the products listed.

SIGNATURE PAGE

The Pricing in this Schedule will be honored through 6.30.2024

Date: February 29, 2024

SOFTWARE SCHEDULE FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Aumentum Tax	1			
Aumentum Records	1			
Aumentum Assessment Administration	1			
Aumentum Levy	1		\$1,656,300.00	
MnCCC Counties currently using the above Software:	1		\$ -	
Becker County, Clay County, Clearwater County, Morrison County, Mower County, Nicollet County, Polk County, Rice County, Roseau County, Washington County			\$ -	
Software Discount:			(\$1,656,300.00)	
Total Software Fees:			\$0.00	

SOFTWARE USE RESTRICTIONS: Site license(s).

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: February 29, 2024

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price 2025	Comments
Aumentum Tax			PRISM related Compliance Updates will be capped at 1,000 hours/Year. Should Aumentum Technologies exceed 1,000 hours of Development Hours then Aumentum Tech may bill MnCCC at its then current Hourly rate for the hours that exceed 1,000.
Aumentum Records			
Aumentum Assessment Administration			
Aumentum Levy			
Expected MnCCC Counties:			
Becker County, Clay County, Clearwater County, Morrison County, Mower County, Nicollet County, Polk County, Rice County, Roseau County, Washington County			
Total Maintenance & Support Services Fees		\$ 415,748.00	

TERM OF SUPPORT SERVICES SCHEDULE: Support Services increases shall commence upon January 1, 2025. Maintenance & Support shall continue for initial terms of thirty-six (36) months. This Schedule shall renew annually upon mutual written agreement for three (3) additional terms of twelve (12) months or for terms mutually agreed upon and memorialized in a written agreement. Additionally, either party may provide the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: February 29, 2024

PROFESSIONAL SERVICES SCHEDULE FOR MnCCC
 Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Days/ Quantity	Unit Price	One-Time Fees	Annual Fees	Comment
Upgrade Services to Aumentum Platform for Pilot County	1	\$ 2,469,600.00	\$ 2,469,600.00		Pilot County TBD
Upgrade Services (Split between 9-Counties) to Aumentum Platform Post Pilot	1	\$ 2,700,000.00	\$ 2,700,000.00		Post Pilot Schedule TBD
Project Hosting Costs – 12-Months. This Fee will be in place until the last MnCCC County has completed the upgrade to Aumentum Platform.	1	\$ 30,000.00	\$ -	\$ 30,000.00	
Total Professional Services Fees:			\$ 5,169,600.00	\$ 30,000.00	
Contingency Hours - Billed As Used Hours	1000	\$ 250.00	\$ 250,000.00		

All Professional and Consultation/Training Services Fees are quoted at the current rate. Increases in the hourly Professional Services rate for the following year will be communicated to MnCCC by May 15th of the year prior to the change.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Aumentum Tech shall invoice Professional Services Fees in accordance with the mutually agreed-upon billing milestones and Deliverable Acceptance Statements and in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Aumentum Tech's Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) A minimum of six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees...unless mutually agreed upon.
- (7) Training may be provided virtually, in person, or hybrid.
- (8) Training may be recorded. Recorded training shall be provided only to the Customer. Customer agrees to protect all Confidential & Intellectual property contained in recorded training per the terms of the Master Agreement.

Travel

All on site travel will be mutually agreed upon prior to making any travel arrangements, and the County will authorize all travel. The County will be expected to reimburse for all travel expenses according to the agreed upon contract terms and state statutes concerning travel. Any requested travel that exceeds stated reimbursable amounts must be approved prior to booking and if no agreements can be made, the Contractor will cancel the planned travel.

All Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour). Any travel deemed necessary outside of the estimated contracted budget will require a billable change request.

Office Facilities

The County shall provide timely access during their regular business hours to office facilities for Contractor personnel while they are on-site. If after-hours access is necessary Contractor shall pre-arrange with the County. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a document scanner. Contractor and County shall coordinate all arrangements prior to Contractor arriving on site.

Facilities Access

The County shall provide timely access to all required areas of their premises for Contractor to perform duties within the requirements of this SOW. Access to restricted areas of the County premises (including the server room, wiring closets, and so forth) must include an authorized escort from the County Department of Information Technology.

Documentation

Available help documents and process guides will be furnished and updated as identified to the County during the upgrade; however, the Contractor will not be obligated to create new guides as part of this program. The County is responsible for creating any business process specific documentation or updating any documentation provided by the Contractor.

Date: February 29, 2024

PUBLIC ACCESS SCHEDULE FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Manatron is willing to maintain an internet accessible public website that contains certain data that is properly formatted and submitted to it by Customer and other approved sources. Any site that contains a tax collection cart must interface with an approved payment processing vendor. An updated list can be obtained from your Support Professional. Should the County choose a non-approved Payment Processing Vendor additional development time and integration fees will be required.

PUBLIC ACCESS				
Item	One-Time Fees	Annual Hosting Fee	Annual Support	Comments
Public Access Software Use License and One-Time Fees:				One-Time Upgrade Fees for New Public Access Users will be \$23,895.00 and will be honored for the Initial Term of this agreement / thirty-six (36) months from 1.1.2025. Upon Public Access Go-Live each County will commence billing at the new support rate listed below. Customer must utilize current Aumentum Technologies Payment Providers. Should Customer choose to use a non-current Payment Provider then billable Professional Services hours at Aumentum Tech's then current Professional Services rates for development shall apply.
Implementation Fees to Upgrade All Existing Public Access Tax Counties: Clay, Clearwater, Polk, Roseau, and Washington. (\$15,400.00 X 5 = \$77,000)	\$ 77,000.00			
Software Use License and Professional Services Fees for New Public Access Tax Counties:	Optional			
Public Access Ongoing Fees:				
Public Access Tax Annual Maintenance and Support Fees: Clay, Clearwater, Polk, Roseau, Washington		Annual Fees per County Washington County \$22,553.00 All other Counties \$14,686.00		
Total One-Time Fees - Existing Counties:				\$ 77,000.00
Total One-Time Fees - New Counties: Optional Fees and on Separate Contract				\$ -
Total Public Access Annual Fees:				\$ 81,297.00

Public Access is provided by Manatron and consists of the following:

Providing Internet-based software to access Customer's public data;
 Populating the Public Access software with Customer data from the appropriate system on a regular basis;

Providing programs and equipment to allow updating the Internet site with Customer's data;
 Providing a Hyper link to Customer's home page;
 Multi-language support;
 Customization of text labels, menus, and screen color (collectively referred to as the "site theme");
 Ongoing development and enhancement of the Manatron Public Access applications;
 Ensuring proper third-party product licensing;
 Subscription services, credit card transactions.
 Ongoing support, i.e., software upgrades, "bug" fixes, and telephone and email support;
 24/7/365 website monitoring.

Hardware: The Manatron-hosted solution is a high-availability offering which includes:

24/7/365 monitored infrastructure support (network/hardware/software);
 Fully fault-tolerant power;
 Redundant backbone connection;
 Redundant servers;
 Constant proactive security analysis;
 Intrusion detection and auditing;
 Response time and user up-time monitoring;
 Database monitoring and maintenance;
 User subscription database administration;
 Monthly system utilization reports;
 Automated back-ups.

In order to facilitate the live reach-in process, Aumentum's web services will need to be available to the Manatron web farm. This will enable the Public Access solution to pull up-to-date balance-due information for display on the web. During the implementation the Public Access team will communicate the network requirements.

Web Server Address: One Customer-determined domain name will be provided.

Frequency of Updates to Database: Customer shall make programmatic arrangements to provide Manatron with updated information for the Database on a daily basis or as agreed with Customer. In no case shall the updates occur more than once per day.

PUBLIC ACCESS SCHEDULE FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Database Maintenance: Manatron agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including back-up measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load-balanced web servers and a database server for the duration of this Agreement.

Limitation of Liability: With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication, and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses unless caused by that party's willful misconduct.

Database Link: Customer shall have access to the Database by linking to the web site located at the address provided. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database, and update the information on the Database under this Agreement.

Database Information: Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion, (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for re-entry in the Database.

Title to Data: Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron.

Customer Home Page/Subscriber Access: Users shall have access to the Database in accordance with terms and conditions set forth at the host site. Manatron provides a welcome page and all dynamic data access pages for access to the Public Access web data. At Customer's choice, the welcome page can be one of many linked pages, or it can be modified to act as the Customer home page.

Assumption of Risks: Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of the Software, the host site, and/or the Database.

Project Manager: Neither Manatron nor Customer is required to provide a project manager for this endeavor unless Database Hosting is part of an integrated project.

Acceptance: Acceptance begins upon use by Customer for any purpose other than testing.

Use License: The Software is licensed on a Site basis for Database Hosting Services; Customer will have access to use the Database and web services only in connection with the operations thereof.

Date: February 29, 2024

SUMMARY SCHEDULE FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 1,656,300.00
Software for Life Discount	\$ (1,656,300.00)
PROFESSIONAL SERVICES	\$ 5,169,600.00
PROJECT HOSTING PROFESSIONAL SERVICES FEES (\$7,500.00 Per Quarter)	\$ 30,000.00
PUBLIC ACCESS, ONE-TIME FEES - NEW COUNTIES (Optional)	\$ -
Total One-Time Fees:	\$ 5,199,600.00
Contingency Hours	\$ 250,000.00
PUBLIC ACCESS, ONE-TIME FEES - EXISTING COUNTIES	\$ 77,000.00
TOTAL PRICE	\$ 5,526,600.00

Payment Terms for One-Time Fees: Aumentum Tech shall invoice One-Time Fees as follows, in accordance with the mutually agreed-upon billing milestones and Deliverable Acceptance Statements, and in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. All invoices are due Net 45.

Washington County - \$2,469,600.00	\$2,469,600.00 - Billed Upon Contract Sign
Year #2 Payment	\$1,365,000.00 - Billed in Advance of Year #2
Year #3 Payment	\$1,365,000.00 - Billed in Advance of Year #3
Clay, Clearwater, Polk, Roseau, and Washington	\$15,400.00 One-Time Public Access Fees Due Upon Project Start
Project Hosting Professional Services Fees following month #12	\$2,500.00/Month until Project Completion
Contingency Hours	Billed As Used

ONGOING FEES	
Description	Quarterly Price
POST GO-LIVE SOFTWARE SUPPORT SERVICES	\$ 103,937.00
PUBLIC ACCESS ONGOING FEES	\$ 20,324.25
WASHINGTON COUNTY POST GO-LIVE APPLICATION HOSTING COSTS An Application Hosting Agreement will also be required.	\$ 19,125.00
Following each subsequent Annual Term Aumentum Technologies reserves the right to adjust any Hosting related Fees based on consumption, memory needs, or hardware needs. Any fee adjustment would be backed by evidence.	
Total Quarterly Ongoing Fees:	\$ 143,386.25
Total Annual Ongoing Fees:	\$ 573,545.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8 of the Master Agreement. All invoices are due Net 45.

Date: February 29, 2024

MINIMUM SPECIFICATIONS FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Application Specific Minimum Specifications

3rd Party Software:

Maintenance and Support for Aumentum will be provided in conjunction with the Third Party Software identified in the associated product documentation that are required in order to utilize the Aumentum Software Application (e.g., SQL Server, Windows Server, Crystal Reports, .NET Framework, DNN 'Platform'). Manatron's general strategy is to provide Aumentum Maintenance and Support for the most current version (N) and the next most current (N-1) version of the required Third Party Software. However there may be circumstances that would require a move to the most current version (N). Manatron reserves the right to require use of the most current (N) version of such Third Party Software in order to utilize the Aumentum Software Application. Any changes to the Third Party Software required to utilize Aumentum will be communicated in the release notes for the Aumentum Software that are provided on a regular basis.

Date: February 29, 2024

SUMMARY SCHEDULE #2 FOR MnCCC

Schedule MN2022.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

MnCCC Project Pricing - 9-25-2023

LICENSE

Software License	\$	1,656,300.00
License Discount	\$	(1,656,300.00)
Total License	\$	-
<i>Software for Life Discount</i>		

PROFESSIONAL SERVICES

Contingency Hours - 1000 - Post Go-Live	\$	250,000.00
Professional Services		
2024 Discounted Services Pricing		
Washington County Pilot	\$	2,469,600.00
County 2	\$	300,000.00
County 3	\$	300,000.00
County 4	\$	300,000.00
County 5	\$	300,000.00
County 6	\$	300,000.00
County 7	\$	300,000.00
County 8	\$	300,000.00
County 9	\$	300,000.00
County 10	\$	300,000.00
Total Project Services		
MnCCC Pricing	\$	5,169,600.00
Contingency Hours	\$	250,000.00
Total Public Access Upgrade Pricing		
\$15,400/Existing County	\$	77,000.00
Total Pricing	\$	5,496,600.00

PROJECT IMPLEMENTATION - (Hosting and Managed Services) Annual Fee

Hosting for 12 Months	\$	30,000.00
Data Conversion & Testing		
<i>Cost beyond 12 months will be prorated, monthly, thru Go-Live</i>		
GRAND TOTAL PROJECT FEES	\$	5,526,600.00

ANNUAL SUPPORT

Platform Application	\$	415,748.00
Public Access	\$	157,797.00
Total Post Go Live	\$	573,545.00

Washington County - Application Hosting & Managed Services

Annual Cost Post Go-Live	\$	76,500.00
<i>Hosting & Services Fees</i>		

CLOUD HOSTING & MANAGED SERVICES FEES (new county add)

Managed Services & Application Hosting will be bid on a per county basis at then current rates based on cloud resources & data size.

2024 Rates are estimated to be in a range of \$45k to \$65K annually per new county based on size and usage.

Date: February 29, 2024

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TO: Aumentum Counties Moving to Platform

FROM: Lisa C. Meredith, MnCCC Executive Director
651-401-4201, lisa@mnccc.gov

DATE: ~~April 5, 2024~~ **Updated April 12, 2024**

SUBJECT: Aumentum Platform

Greetings,

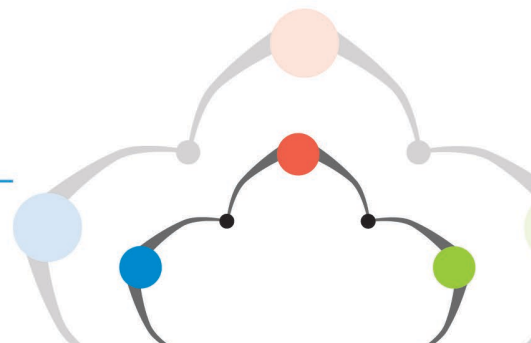
This memo is a reminder to make sure the Aumentum Platform Contract is ratified by your Board and returned to MnCCC. I have received a few questions regarding payments and when to expect payments to be made. We negotiated a three-year payment plan to allow counties to spread out the payment over the three-year period. The Aumentum User Group has approved the amount of \$700,000 to reduce the costs for counties.

Total One-Time Payments for Upgrade to Platform will be as follows:

Year One (2024):	\$2,469,600
Year Two (2025):	\$1,365,000
<u>Year Three (2025):</u>	<u>\$1,365,000</u>
Total:	\$5,199,600
<u>Paid out of Enhancement Fund:</u>	<u>\$700,000</u>
County Responsibility:	\$4,499,600
Cost Per County:	\$449,960

Updated Cost Per County Per Year Rates (\$700,000 was not removed in the original memo): Cost Per County Per Year:

Year One (2024)	\$246,960
Year Two (2025)	\$136,500 \$101,500
Year Three (2026)	\$136,500 \$101,500



Additional Costs:

Public Access Upgrade: \$15,400 one-time fee

If your county is already using Public Access, the cost for the upgrade is \$15,400 and will be due when your county goes live. Washington County will go live in 2025. The remaining counties would go live in 2026.

New to Public Access (optional): \$23,895 one-time fee

If your county is not using Public Access and chooses to add Public Access, the cost will be \$23,895 to implement and will be due when your county goes live, likely in 2026.

Annual Costs: Both one-time fees to move to platform and, if applicable, Public Access fees will be due along with Annual Costs the year your county goes live. Plan for 2026.

Annual Maintenance & Support: \$41,575

Public Access Annual Support*: \$14,686 (with the exception of Washington County with annual cost of \$22,553)

**Public Access Annual Support is only for those counties choosing Public Access and cost is tier-based on parcel count.*

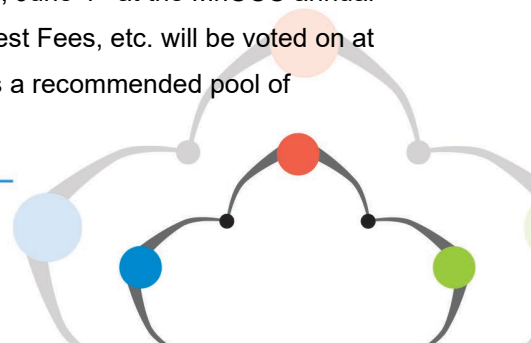
Hosting Costs (Optional) based on parcel count. Costs have been provided to counties using hosting services. Costs can be provided to counties interested in moving to hosting by request.

When will your county be billed?

- MnCCC will invoice all counties for the Year One amount of \$246,960 by June 1, 2024.
- MnCCC will invoice all counties for the Year Two amount of \$136,500 with our annual 2025 fees invoicing in November 2024, which is payable in January 2025. Washington will also have Public Access one-time and annual support fees after go-live in 2025.
- Final payment of \$136,500 will be invoiced the end of 2025 for payment in 2026. Along with any applicable Public Access fees after go-live in 2026.

If your county would like to be invoiced ahead of time and have funds held at MnCCC, you can contact Mike Fox (mike@mnccc.gov) for a member deposit invoice.

The annual Aumentum Tax User Group business meeting will be held on Tuesday, June 4th at the MnCCC annual conference. Any additional user group fees, including Enhancement Fund, Beta Test Fees, etc. will be voted on at that meeting and may require additional fees be paid by members. Finally, there is a recommended pool of



contingency hour funds (1000 hours) post go-live. This amount still needs planning and user group discussion but would not go into effect until 2026.

The fees chart is attached. If you have any questions or would like additional information, please contact me.

Thank you.

County	Parcel Count	Aumentum Upgrade Service Cost	Upgrade County Cost Spread	2024	2025	2026	Price per	Price per	Price per	Annual Maintenance & Support	Public Access Annual Cost	Hosting	Total Annual Cost
				Year 1 Pilot	Year 2 Payment	Year 3 Payment	15,400	23,895	41,575				
Becker	29,559	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575			\$ 41,575
Clay	28,063	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261
Clearwater	7,821	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261
Mower	21,625	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575		57,931	\$ 99,506
Morrison	30,007	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575			\$ 41,575
Nicollet	16,436	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575		49,252	\$ 90,827
Polk	26,511	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261
Rice	28,535	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500		\$ 23,895	\$ 473,855	\$ 41,575			\$ 41,575
Roseau	13,928	\$ 300,000	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 14,686		\$ 56,261
Washington	106,666	\$ 2,469,600	\$ 449,960	\$ 246,960	\$ 136,500	\$ 136,500	\$ 15,400		\$ 465,360	\$ 41,575	\$ 22,553	76,500	\$ 140,628
Totals		\$ 5,169,600	\$ 4,499,600	\$ 2,469,600	\$ 1,365,000	\$ 1,365,000	\$ 77,000	\$ 119,475	\$ 4,696,075	\$ 415,748	\$ 81,297	\$ 183,683	\$ 680,728

Pilot County Cost: \$2,469,600

Upgrade Cost Per County: \$300,000

County count: 10.00

Hosting for 12 months Data Conversion & Testing: \$30,000

TOTAL PROJECT COST 5,199,600 Total \$ 5,199,600

MnCCC Enhancement Fund: (\$700,000)

County Responsibility: 4,499,600

Cost Per County less Enh Fund Contr: \$449,960

Example		
Yr 1 Pilot	Yr 2 Pymt	Yr 3 Pymt
\$ 2,469,600	\$ 1,365,000	\$ 1,365,000

Contingency Hours - 1000 hrs - Post Go-Live (billed as as used hours) \$ 250,000

Public Access Upgrade pricing (5 @ \$15,400) billed separately per county \$ 77,000

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES between AUMENTUM TECHNOLOGIES (MANATRON, INC.) and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Aumentum Tax User Group for the implementation, maintenance and support of the Aumentum Platform software. The Agreement will be effective March 1, 2024 through March 1, 2027 with up to three additional one-year extensions unless the Aumentum Tax User Group votes not to extend the contract and requires MnCCC to provide at least 90-day notice to Aumentum Technologies. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____