

PROPOSED MODIFICATIONS TO JOINT POWERS AGREEMENT AS PREVIOUSLY
DISTRIBUTED TO TASK FORCE, IN RESPONSE TO COMMENTS.

A number of comments have been made by Task Force members and others on points in the proposed Joint Powers Agreement (JPA).

While language was generally not suggested, the thrust of the comments have been fairly clear.

The comments are:

I) Comment from Joel Beckman in response to section 10.2 (page 5):

Our attorney's have a question regarding the Joint Powers Agreement. In Section 10.2 it states the State of Minnesota shall own all rights to all systems developed under this agreement. Are any other counties having a problem with this section? Why would counties fund any portion of it if we don't own any of it.

Does there come a time when the state doesn't own it? Say, upon completion of the pilot that rights, title and interest into software significantly altered to be integrated into non-state systems will be titled to the respective counties?

Joel Beckman

[NOTE: This provision is a standard State of Minnesota Professional Technical Contract provision]

II) Oral Comment from Mike Cunniff, also on 10.2:

(Paraphrased) – Along the same lines, does this mean that the Task Force will own the ‘back-office’ system of Hennepin County because the Task Force is funding programming changes?

[NOTE: I do not think we intend that, but the Task Force should clarify that for negotiating purposes.]

III) Oral Comment from Mike Cunniff, on 3.4 (page 3):

(Paraphrased) He objects to Task Force approval of vendor contracts.

[NOTE: At the Pilot Contract Review Committee, there was discussion that perhaps only a copy of the contract need be provided, without a Task Force right of review and approval.

However, there was also discussion that the vendor contract should be subject to the provisions of the JPA, as currently set forth in 2.1 C (ii) (page 2) of the proposed JPA.]

IV) Comments by Gail Miller

Questions on 2.1:

C. i) Provide to the Task Force a description of its internal office processes and the relationships with any outside vendors involved, or to be involved, in recording real estate transactions. The description must include:

- A plan for integration of the offices of the county recorder, auditor, treasurer or other county units involved in the real estate document filing process current internal electronic processing equipment with the electronic filing system
- A plan for integration of the electronic processing system provided by a vendor with the electronic filing system.
- A plan for integrating all county real estate filing offices' technology systems.

Renville Question

- 1) **Is the information required here in 2.1 Paragraph C to be in our Submitted Project Plan? Or can it be submitted when this contract is executed by the County Board. I believe we have addressed this information in our workflows and narratives. But I am not sure it is currently at the level of detail you need. I think we will be addressing more of the integration with other offices in the Planning Function in Phase II. Bottomline, have I submitted adequate information in the Renville Project Plan to meet this requirement?**

Question on 3.2

3.2 Standards Version. The standards to be tested in any particular phase of this Pilot Project shall be approved by the Task Force, and once approved shall not be changed during the data-collection portion of any pilot phase except by mutual agreement, but may be changed to a newer approved version of the standards at the conclusion of that phase or prior to the beginning of any subsequent phase.

Renville Question

2) Mutual Agreement between which parties? If one pilot site requests standards to be changed but the other pilots don't want this standard change, will one site run with one version of standards and the other pilots stay at the previous level? How would this work?

Question on 4.1

4.1 Consideration. The Task Force will pay for services provided by County under this Agreement as follows:

- A. \$ _____ to be paid upon execution of this Agreement.

Renville Question

- 3) **Execution of all parties? Could you indicate at what point this would occur in the process? After all parties have signed the contract?**

What amount or percentage of the total amount will this be?

B. \$ _____ to be paid upon acceptance by the Task Force's Authorized Representative of the County's Pilot Project Plan .

Renville Question

- 4) Could you indicate at what point this would occur in the process?
Would this occur when the pilot plan is accepted by the task force?**

What amount or percentage of the total amount will this be?

C. Remaining funds will be paid in accordance with the budget provided in the County's Pilot Project Plan as and to the extent approved by the Task Force.

Renville Question

- 5) Could you indicate at what point this would occur in the process?**

What amount or percentage of the total amount will this be?

Question on 10.2

10.2 Intellectual Property Rights

(A) Intellectual Property Rights. **The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Agreement.** Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by County, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by County, its employees, agents, or subcontractors, in the performance of this Agreement. **The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by County upon completion or cancellation of this Agreement.** To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The County assigns all right, title, and interest it may have in the Works and the Documents to the State. The County must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

Renville Question:

6) **At the end of Phase I – what does this mean? What will the State own?**

Will the State own the Vendor software utilized during the pilot project?

Will the State own the documents recorded? I am mandated by MN Statute to record and archive Real Estate documents. I have to maintain these Recorded Real estate documents for historical purposes?

Could you clarify this ownership issue? What will the State own?

Attachment B Dispute Resolution

Renville Question:

- 7) Throughout the procedures in the dispute resolution it states the parties have 5 days, 10 days, 15 days etc to give written notices and responses. **Could this be modified to state 5, 10 or 15 business days?**

Also, she asked about 3.1:

The question involves the wording "County back office" - would the group consider changing this to read "County electronic software solution"?

V) There were also other items brought forward:

1) Any changes in the Ben Nevis contract will need to be accommodated in the JPA to match the Task Force's resolution of that situation.

2) In order to properly validate the filings made with the counties, referred to in 3.3, there should be specific references made in that section to the two statutory provisions which permit the acceptance of documents in a pilot operation.

3) Depending upon the negotiations involving the Roseau County situation, there may need to be language drawn up on the disgorgement of any profits made as a result of software funded by the State. Language drawn up by the LCMR is recommended by Mr. Hubinger and Mr. Horton as being quite comprehensive, but that language has not yet been brought forth.

4) It is also suggested that the JPA require that contracts with the vendors include, in addition to the clauses already in the JPA, a clause indicating, for payment purposes, four milestones and payment amounts and/or percentages, so that LCC can properly administer payments. The four milestones are:

Design Phase

Development Phase

Testing Phase

Implementation and Start-Up Phase.

5) It is suggested that there be a Task Force resolution delegating to the Task Force Executive Committee the ability to provide for additional allocations to a pilot project from the contingency fund, up to [fill in an appropriate level]. Requests over that level would be decided by the Task Force.

6) It was also suggested that the Roseau County Project Plan would need to be heavily negotiated with respect to long-term ownership of any systems produced with Task Force funding.