



**REQUEST FOR PROPOSALS  
FOR  
AUDIT ASSESSMENT OF COUNTY  
INFORMATION TECHNOLOGY OPERATIONS**

**(Issue Date September 29, 2022)**

**Nicollet County  
Attn: Mandy Landkamer  
County Administrator  
501 S. Minnesota Avenue  
St. Peter, MN 56082  
507-934-7074**

**Proposal Deadline – October 21, 2022**

**NICOLLET COUNTY  
REQUEST FOR PROPOSALS  
FOR  
AUDIT AND ASSESSMENT OF COUNTY INFORMATION TECHNOLOGY OPERATIONS**  
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**General Information**

Nicollet County located southwest of the seven-county Minneapolis-St. Paul metropolitan area in south central Minnesota. It was established in 1853, seven years before Minnesota became a state.

Nicollet County serves an area of 467 square miles with a population of approximately 34,000. The County’s fiscal year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup>. The County provides services through the following departments: Attorney, Facilities Maintenance, Finance, Health and Human Services, Human Resources, Property and Public Services, Public Works, and Sheriff. These numerous departments with varying yet coordinated missions rely considerably on the County’s information technologies operations in delivering programs and services to the constituency of the County.

More detailed information about Nicollet County is accessible from the County’s website at: [Nicollet County, MN - Official Website | Official Website.](#)

**Introduction and Purpose**

Nicollet County is seeking the services of a qualified firm experienced in assessing county Information Technology operations and systems to conduct an independent audit and assessment of the County’s IT operation and system including, but not limited to, existing IT infrastructure and equipment; network services, software; policies, procedures and processes; data storage and cybersecurity; and organizational structure; management, staff and skills.

**Time Frames**

<u>Event:</u>	<u>Date:</u>
RFP Issued:	September 29, 2022
Submission Deadline:	October 21, 2022
Completion of Proposal Evaluation:	October 24, 2022
Notification of Award of Service Contract:	October 25, 2022
Completion of Contract Negotiations:	November 4, 2022
Notification to Proceed with Consultation:	November 10, 2022

**Implementation**

Meetings: The successful proposer will meet with the County Administrator or designee(s) to discuss the scope of services and conduct briefings weekly, or as deemed necessary, to discuss progress and unique issues that have surfaced during project.

Reporting: The successful proposer will provide reports as follows:

- Weekly progress/status report
- A detailed listing of each consulting activity performed
- Characterization of IT current environment, including key security measures already in place and depiction of the network environment that was assessed and reliability of hardware, software for secure/reliable data storage and usage
- A list of the IT issues identified, the risk they pose and recommendation for improvement
- Identify opportunities for improvement and develop practical and cost-effective recommendations for each opportunity identified

Presentation: The successful proposer will provide presentations to the Nicollet County Board of Commissioners consistent with the deliverables and scope of services.

Project Completion: The audit and assessment completion date will be within in 1 month after receiving Notification to Proceed with Consultation. Assessment completion means

**Scope of Deliverables**

The successful proposer will deliver the following:

1. An independent and comprehensive audit and assessment of the efficiency and effectiveness of the County's IT operations and systems.
2. A report on audit assessment and evaluation that is responsive to and addresses:
  - a. Existing infrastructure
  - b. Infrastructure needed to meet County Department's current and future objectives and service of delivery needs
  - c. Authentication and remote access infrastructure
  - d. Organization and Management of Office of Technologies, Staff, Skills and Training
  - e. Data Storage, Cybersecurity, Risk Management and Disaster Recovery
  - f. Required and recommended modifications to address findings of the audit assessment and improve the efficacy of the County's IT operations.
  - g. Comparisons of alternatives
  - h. Strategic/Capital Improvement plans for two-year and five-year time frames that are in-line with best practices, identify opportunities for short-term and long-term improvement and develop practical and cost-effective recommendation for those opportunities identified
  - i. Tactical recommendations for implementing strategic initiatives
  - j. Estimated costs of strategic initiatives and tactical recommendations along with alternatives
3. A presentation to the Nicollet County Board of Commissioners including summaries of the information technology assessment and recommendations.

### Proposal Content

Proposers will be responsible for preparing an effective, clear, and concise proposal. Proposals should include the following information in the order requested to facilitate an equitable and efficient review of the qualifications of the proposer and its proposal.

Name and Contacts - Include firm's complete name and contact information. If this is a collaborative effort with another firm or firms, or if any of the work is subcontracted to another party, please provide the same information for all consultants and indicate who will be the lead consultant.

Firm Profile - Provide a brief description of the size of the firm(s) and the composition of professional staff by level.

1. Describe the demographics of the firm and its leadership. Indicating any regional or national resources available to the local team.
2. Describe the recent experience of the firm in working with county and local governments, providing name and point of contact of county and local government.
3. Provide number of years the firm has been in business and the firm's qualifications and experience performing similar IT reviews/audits. Include information on the firm's ability to manage project in partnership with management and experience in providing coaching and training support to staff teams.
4. Briefly describe the firm's system of quality control to ensure that the work is adequately performed.
5. Describe the firm's approach to communications with the County throughout the engagement and for ongoing support.
6. List staff directly assigned to this project, setting forth name, job title, duties and responsibilities and relevant experience.
7. Disclose any existing or potential relationships with board members, elected and appointed officials or employees of the County that could impact your firm's independence by creating an actual or perceived conflict of interest.
8. Provide a standard fee schedule (hours rates, or other fee schedule) for the personnel who would be assigned to this project. Included an overall not-to-exceed fee for the services described above. The fee is to be inclusive of all out-of-pocket expenses. Describe your billing rates and procedures for technical questions and break down hourly rates by management level.
9. Provide at least three current references for similar types of projects. Briefly describe the scope of your work for these references, the year completed, and a contact name and telephone/email for each one. (This information may be included with Item 2 above.)

10. Provide information concerning additional services that the firm deems pertinent in providing the services and deliverables sought in this RFP.

### **Submission Instructions**

Proposals must be prepared in compliance with this RFP and include the information sought in this RFP. Proposers must submit proposals that are complete, thorough, and accurate. Brochures and other similar material may be attached to the proposal but may not be used by the evaluation team in determining the extent to which the proposal is responsive or complete. Proposals that fail to comply with the provisions of this RFP may result in rejection of the proposal. Failure to submit a timely proposal may be grounds for rejection of the proposal.

Proposals must be received no later than **2:00 p.m. on October 21, 2022** in a sealed envelope marked "Proposal in Response to Requests for Proposal for Information Technology Operations Audit Assessment". The Proposer must submit one (1) original and two (2) copies of its proposal in a sealed envelope marked "Proposal in Response to Requests for Proposal for Information Technology Operations Audit Assessment". The envelope must also be marked with the proposed vendor's name and contact information, and clearly addressed and marked as described. The proposal submission should be addressed and delivered to: Mandy Landkamer, County Administrator of Nicollet County, 501 S Minnesota Avenue, St Peter MN 56082

Proposals will be opened and data contained in the proposals will be disclosed in accordance with the requirements of Minn. Stat. §13.591. Trade secret data that a Proposer wishes to protect during and after the evaluation process must meet the definition and classification in Minn. Stat. § 13.37. Proposers must invoke the protections of this section prior to or upon submission of the data, and identify the data and state the reasons why protection is sought. Should a Proposer not invoke such protections, the County will characterize all data, records and materials as public data under the Minnesota Data Practices Act.

### **Inquiries and Communication**

Proposed vendors may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from Nicollet County or relevant consultant(s), other than the persons listed in this section. This restriction may be suspended or removed by the authority and direction of the persons listed above. If any proposed vendor attempts or completes any unauthorized communication, Nicollet County may, in its sole and absolute discretion, reject the proposed vendor's quote.

Questions, requests for clarification, notices of discrepancies or omissions in the RFP or its attachment, or requests for information about this RFP or the process may be submitted by email to the designated RFP Administrator, Mandy Landkamer, County Administrator at: [mandy.landkamer@co.nicollet.mn.us](mailto:mandy.landkamer@co.nicollet.mn.us).

### **County Facility Tour**

Upon request by Proposer and in arrangement with the County Administrator or designee, a tour of the County facilities will be provided.

**Revisions to RFP**

Revisions or interpretations made by Nicollet County will be by addendum issued prior to the date set for the proposal deadline. Any explanation desired by Proposer's must be requested from the County's authorized representative in writing, and if an explanation is necessary, a reply will be made in the form of an addendum.

Information obtained from unauthorized representative, agent, or employee of Nicollet County or any other person will not affect the risks or obligations assumed by the Proposer or relieve the Proposer from fulfilling any of the conditions of the resulting contract.

**Disclaimers**

Nicollet County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Nicollet County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Nicollet County. Any such waiver will not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

**Ambiguity, Conflict, or Other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer will immediately notify Nicollet County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Nicollet County. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in this RFP prior to submitting their proposal or it will be deemed waived.

**Proposal and Presentation Costs**

Nicollet County will not be liable in any way for any costs incurred by Proposers in the preparation of their proposal in response to this RFP or for the presentation of their proposal and/or participation in any discussions or negotiations.

**Rejection/Acceptance of Proposals**

Nicollet County reserves the right to accept or reject in part or in whole any or all proposals submitted. Nicollet County will reject the proposal of any Proposer who is determined to be non-responsive.

The County reserves the right to request clarifications or corrections to proposals. The County's request for clarification or correction will be in writing.

**Insurance Coverages**

The successful Proposer agrees to obtain and maintain during the term of the contract resulting from this RFP the following lines of coverage and minimum coverage limits:

- Workers' Compensation insurance as required by law;
- Automobile Liability insurance of \$1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;
- Commercial General Liability insurance of \$3,000,000 aggregate amounts;
- Errors and Omission Liability insurance of \$2,000,000 aggregate amounts; and
- Professional Liability insurance of \$2,000,000 aggregate;

The successful proposer will have identified the County as an additional insured on such lines and coverages and provide the County with proof on insurance coverage in the form of a certificate of insurance.

The contracts resulting from this RFP will be subject to the terms and conditions as provided in the sample Agreement form which is attached hereto as Exhibit A. In your proposal, you must acknowledge your agreement with these terms and conditions.

**Contract Development and Proposed Contract**

Nicollet County reserves the right to negotiate further with one or more Proposer. The content of the RFP and the successful Proposer's proposal will become an integral part of the contract but may be modified by the provisions of the contract. By submission of proposals pursuant to this RFP, Proposers acknowledge that they are amenable to the inclusion in a contract any information provided either in response to this RFP or subsequently during the selection process.


The contracts resulting from this RFP will be subject to the terms and conditions as provided in the sample Agreement form which is attached hereto as Exhibit A. The proposal must acknowledge agreement with these terms and conditions.

END OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL REVIEWED AND APPROVED AS TO FORM:

MICHELLE ZEHNDER FISCHER  
NICOLLET COUNTY ATTORNEY

By: \_\_\_\_\_  
Michelle Zehnder Fischer  
Nicollet County Attorney



9.29.2022  
Date



**EXHIBIT A**  
**SAMPLE CONTRACT**

CONSULTATION AGREEMENT  
FOR  
AUDIT ASSESSMENT OF NICOLLET COUNTY INFORMATION TECHNOLOGY OPERATIONS

THIS AGREEMENT is made by and between the County of Nicollet, a political subdivision of the State of Minnesota, 501 S Minnesota Avenue, St Peter, MN 56082, hereinafter referred to as the "County" and \_\_\_\_\_ hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the County has requested proposals for consulting services to provide an audit assessment of the County's Information Technology (IT) Operations and recommendations for the improved efficiency and effectiveness of the County's IT operations and systems.

WHEREAS, the Consultant has submitted a proposal and has represented that Consultant possesses the necessary expertise to provide such service; and

WHEREAS, the County wishes to purchase this service from the Consultant.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

1. TERM

This Agreement will commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

2. SCOPE OF SERVICES AND DELIVERABLES

- a. Consultant hereby covenants and agrees to perform all services for the price and compensation under all terms and requirements set forth herein and specified in the Contract Documents. The Contract Documents consist of this Agreement, the Request for Proposals, the Consultant's submitted proposal Consultant, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- b. During the term of this Agreement, the Consultant shall perform all consulting services set forth in this Agreement and its incorporated documents.
- c. Standard of Performance: The standard of care for all consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill

ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

- d. During the term of the Agreement, Consultant will provide the following deliverables on or before the following:
  - i. The Consultant will complete an independent and comprehensive audit assessment of the efficiency and effectiveness of the County's IT operations and systems by \_\_\_\_\_, \_\_\_\_\_, 2022.
  - ii. The Consultant will provide the written report on the audit assessment, evaluation and recommendations by \_\_\_\_\_, \_\_\_\_\_, 2022.
  - iii. The Consultant will present its findings and recommendations to the Nicollet County Board of Commissioners, including summaries of the information technology assessment and recommendations.
- e. Amendments and Change Orders
  - i. Any services outside the terms, conditions and services set forth in this Agreement and its incorporated documents shall be specifically set forth in a "Change Order."
  - ii. No Change Order shall be binding or enforceable unless and until it has been properly approved by the Nicollet County Administrator
  - iii. Change Orders, or any one change order, which increase(s) the total authorized payments to Consultant beyond the compensation amount set forth in of this Agreement must be separately authorized and executed as an amendment to this Agreement by the County Board and the Consultant.

### 3. COMPENSATION

- a. Unless otherwise mutually agreed to in writing as a Change Order or an amendment which provides for additional services beyond the scope of services purchased and delivered stated herein, Consultant will be paid for all services rendered under this Agreement in an amount not to exceed the sum of \$\_\_\_\_\_.
- b. Costs and compensation are to be allocated across the following services ( if appropriate)

### 4. BILLING AND PAYMENT

Payment for services will be made upon the presentation of a claim in the manner provided by law and customary procedure for the payment of claims against the County; or, upon completion of the services described herein. The Consultant will submit to the County an itemized billing statement containing such information as is required by the County. Within thirty (30) days of its receipt of the billing statement, the County will make payment to the Consultant or make reasonable

arrangements for payment acceptable to the Consultant consistent with Minnesota Statute Section 471.425.

5. INSURANCE

- a. The Consultant will procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultants, its agents, representatives, employees or sub-contractor. Such coverages and minimum amounts of coverages shall be:
- Workers' Compensation insurance as required by law;
  - Automobile Liability insurance of \$1,500,000 combined single limit for bodily injury and property damage covering all vehicles including hired vehicles, owned by CONSULTANTS and non-owned vehicles;
  - Commercial General Liability insurance of \$3,000,000 aggregate amounts;
  - Errors and Omission Liability insurance of \$2,000,000 aggregate amounts; and
  - Professional Liability insurance of \$2,000,000 aggregate;
- b. The Consultant shall name the County as an additional insured on such coverages and the Consultant shall provide the County with certificates of insurance as evidence of compliance with this provision.

6. INDEMNIFICATION

The Consultant agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents, employees and insurers against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Consultant.

7. SERVICES NOT PROVIDED FOR

No claim for services furnished by Consultant not specifically provided for herein will be honored by the County.

8. INDEPENDENT CONSULTANT

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Consultant to the County is that of an independent contractor and not an employee or agent of the County. Further, Consultant's employees and agents shall at all times remain the employees of the Consultant. At no time will the employees and agents performing the services of the Consultant as required by this Agreement be considered as employees and agents of the County.

9. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Consultant will abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

10. STATE TAX LAWS

The County will not make final payment until the Consultant has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of State Income Tax from wages paid to the Consultant's employees and to employees of any subcontractor hired by the Consultant for work performed under this Agreement. The Consultant will provide the County with a letter stating the requirements have been met.

11. SUBCONTRACTING, ASSIGNMENT AND ASSUMPTION

Consultant will not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Consultant will be responsible for the performance of all sub-contractors and agrees to the prompt payment of any subcontractors within thirty (30) days as required by Minnesota Statute Section 471.425. The County will provide written approval of assignment only through an assumption agreement entered into by the assignee to be bound by the provisions of this consulting agreement.

12. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement will be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

13. AFFIRMATIVE ACTION

In accordance with Nicollet County's Affirmative Action Policy and the Sheriff and County's policies against discrimination, no person will illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

14. DEFAULT AND CANCELLATION/TERMINATION

- a. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- b. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
- c. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- d. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- e. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- f. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- g. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the

suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.

- h. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- a. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- b. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- c. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, CONTRACTOR is bound by and shall comply with applicable law, rules, regulations, applicable documentation, or other COUNTY directives relating to the source and utilization of such funds.

16. LEGAL REPRESENTATIVE AND NOTICES

All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified mail, postage prepaid, to the respective legal representative and their place of business as set forth below or as designated hereafter in writing by the parties.

For County:

Mandy Landkamer, County Administrator  
501 S Minnesota Avenue  
St. Peter, MN 56082  
Telephone: 507-934-7074  
Email: [mandy.landkamer@co.nicollet.mn.us](mailto:mandy.landkamer@co.nicollet.mn.us)

For Consultant:

Firm Name:

Name of Legal Representative and Title:

Address:

City/State/Zip Code

Telephone:

Email Address:

17. AUDIT DISCLOSURE. DATA PRACTICES AND RETENTION OF RECORDS

- a. The Consultant agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Consultant that are pertinent to the Consultant's provision of services hereunder. The Consultant further agrees to maintain all such required records for six years after receipt of final payment and the closing of all other related matters.
- b. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. Consultant shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not services are continued or project(s) completed.
- c. Within thirty (30) days of termination of the Agreement, the County shall receive from the Consultant full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by Consultant relative to the County. Consultant shall be reimbursed for cost of creating copies.
- d. Retention: The Consultant agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.
- e. Data Practices and Disclosure: Notwithstanding the above, any and all data and records provided by Consultant to the County in the performance of this Agreement is subject to disclosure and retention consistent with the Minnesota Government Data Practices Act and any and all data and records that the County receives from Consultant in the performance of this Agreement shall be considered as public data. However, in the event that the County receives a request for disclosure of data or records received from the Consultant, the County shall provide Consultant with notice of such a request prior to making a determination of disclosure and disclosure and Consultant may provide upon receiving such notification any objection to disclosure within a reasonable time of receiving such notification. Irrespective of any objection provided by Consultant, the County may disclose such requested data or records without liability where the County has made a determination that the Minnesota Government Data Practices Act would require disclosure.
- f. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, their managers, advisors, agents, attorneys, accountant, other consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the Consultant or Consultant's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of Consultant's under this Agreement.

18. MERGER AND SEVERABILITY

- a. It is agreed and understood that the entire agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. The exhibits referenced herein are made part of and incorporated into this agreement.
- b. If any provision of this agreement is held invalid or unenforceable, the remaining provision shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

19. CONTROLLING LAW

This agreement shall be governed and construed in accordance with the substantive and procedural laws of the laws of the State of Minnesota. All proceedings related to this agreement shall be venued in Nicollet County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

FOR COUNTY OF NICOLLET:

FOR CONSULTANT:

By: \_\_\_\_\_  
Marie Dranttel, Board Chair  
County Board of Commissioner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Mandy Landkamer  
Clerk to the Board of Commissioners

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

MICHELLE ZEHNDER FISCHER  
NICOLLET COUNTY ATTORNEY

By: \_\_\_\_\_  
Nicollet County Attorney's Office                      DATE