

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

*Redwood County is committed to stewardship, respect & shared responsibility in providing improved
cost-efficient services to all!*

TUESDAY February 3, 2026

COMMISSIONERS ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

Please Note: This agenda is subject to change due to Department Heads, government agencies and the public bringing items forward, between the posting of the agenda and the actual meeting time. **All times listed below are approximate.**

8:30 a.m.

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve February 3rd meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
 - January 20th minutes
 - Bills

8:30 a.m.

- **EMPLOYEE RECOGNITION**
 - Loren Gewerth- Building Maintenance Director- 35 years
 - Andrew Schroeder – Deputy Sheriff – 5 years

8:35 a.m.

- **COUNTY ATTORNEY**
 - 1) Postage Machine Contract

8:40 a.m.

- **ROAD AND BRIDGE**
 - Nick Klisch
 - 1) Budget Report
 - 2) Bills
 - 3) AP Bills
 - 4) Construction Contract 26-1- Brookville twp. bridge replacement
 - 5) Board Chair & Administrator to sign Construction Contract 26-1

8:50 a.m.

- **ADMINISTRATOR**
 - 1) Revenue Recapture Agreement
 - 1) 2025 Audit Engagement Letter
 - 2) Gambling Application- First Woman
 - 3) 2026 Liquor License – Dacotah Ridge Golf Course

Personnel Action Items:

- 1) Recruitment Summary

Commissioners' Reports

ADJOURN

****OPEN FORUM****

OPEN FORUM PROCEDURES

1. The open forum will be held at the beginning of the meeting.
2. Those wishing to speak should sign up and indicate the topic at the beginning of the meeting.
3. A maximum time of 20 minutes will be allowed for the open forum.
4. A basic guide of three people per topic with a maximum of five minutes per person.
5. Those speaking will state their name and address prior to speaking.
6. Statements should be limited to the issues only.
7. Apply the "Golden Rule" during presentations.
8. The Board retains the right to respond or not but may discuss the item.
9. Personal/Personnel issues will not be heard or discussed.

OFFICIAL NOTICES/ UPCOMING MEETINGS

February 3rd – 8:30 a.m. –Redwood County Board Meeting– Redwood County Government Center
Board Room

February 17th– 8:30 a.m. –Redwood County Board Meeting– Redwood County Government Center
Board Room

March 3rd – 8:30 a.m. –Redwood County Board Meeting– Redwood County Government Center
Board Room

March 17th– 8:30 a.m. –Redwood County Board Meeting– Redwood County Government Center
Board Room

REDWOOD COUNTY, MINNESOTA

January 20, 2026

The Board of County Commissioners met in regular session at 8:30 a.m. in the Commissioner’s Room in the Government Center, Redwood Falls, Minnesota.

Present for all or portions of the meeting were Commissioners Bob Van Hee, Jim Salfer, Corey Theis, Rick Wakefield. County Administrator Vicki Kletscher, Auditor/Treasurer Jean Price, County Sheriff Jason Jacobson, County Engineer Nick Klisch, Assistant County Attorney Marissa Pacheco, Land Use and Zoning Supervisor Jeanette Pidde, Environmental Director Nick Brozek, Economic Development Coordinator Grady Holtberg, Human Resource Director Shelly Koenig, Bolton & Menk Project Engineer Bill Helget. Commissioner Groebner is absent.

Chair Wakefield called the Meeting to order asking for the Pledge of Allegiance to the Flag.

On motion by Theis, second by Van Hee, the Board voted unanimously to approve the January 20th agenda.

Chair Wakefield asked the Board Members to identify any areas in which they had a conflict of interest. There were none.

CONSENT AGENDA

- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the following:
 - January 6th Board Minutes.
 - Payment of bills.

General Fund	\$ 628,737.61
Ditch Fund	\$ 151,061.66
Solid Waste Fund	\$ 1,863.90
Debt Services Fund	\$ 994,250.00
EDA	\$ 6,046.25
R & B Fund	\$ 144,409.00
State Revenue	\$ 425.00
Ditch Bond Debt	\$ 28,375.00

- **Bills exceeding \$2,000:**

<u>Vendor Name</u>	<u>Amount</u>
ACE OF SOUTHWEST MINNESOTA	10,532.00
ALPHA WIRELESS COMMUNICATIONS CO	47,903.40
AREA II MN RIVER BASIN PROJECT	12,123.20
ASSN OF MN COUNTIES	26,677.00
AT-SCENE LLC	4,431.00
AXON ENTERPRISE INC	25,671.53
BEHREND/MARK	3,710.00
BLR DRUG TASK FORCE	78,976.00
COUNTIES PROVIDING TECHNOLOGY	4,993.00

COUNTY OF LYON	28,375.00
COUNTY OF RENVILLE	15,061.39
G & R CONTROLS INC	10,963.68
HANSEN/ROBERT M	2,117.40
ISG	8,650.00
KNOWBE4, INC	3,738.47
LAMBERTON PUBLIC LIBRARY	4,167.07
LEHRER/ART	6,400.00
MARTIN LAW FIRM PLLC	9,082.40
MINNESOTA SHERIFFS ASSOCIATION	6,904.12
MN COUNTIES COMPUTER COOPERATIV	10,080.00
MN COUNTIES INTERGOVERNMENTAL T	368,220.00
MN COUNTY ATTORNEYS ASSN	4,709.00
MNL, INC	87,760.87
MORGAN PUBLIC LIBRARY	7,621.00
NESS/BRUCE	2,220.00
NORTHERN SAFETY TECHNOLOGY INC	7,061.79
REDWOOD COUNTY HIGHWAY DEPT	5,698.61
REDWOOD FALLS PUBLIC LIBRARY	24,095.38
REDWOOD-COTTONWOOD RIVERS CON	29,790.00
SW MN WORKFORCE DEVELOPMENT BO	3,440.00
THE MARKET AT REDWOOD LLC	9,275.87
TNT CONSTRUCTION-KERKHOFF INC	34,299.60
U.S. BANK ST. PAUL	994,250.00
WABASSO PUBLIC LIBRARY	18,778.05
WESTERN MENTAL HEALTH CENTER	6,129.00
63 Payments less than 2000	29,585.48
Final Total:	1,953,491.31

EMPLOYEE RECOGNITION

- Recognized Doug Bunting, Highway Maintenance Specialist, for 5 years of service to Redwood County.

AUDITOR/TREASURER

- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and January 2026 Disbursements in the amount of \$9,628,692.29.

<u>Vendor Name</u>	<u>Amount</u>
BLUE CROSS BLUE SHIELD OF MINNESO	14,167.56
BLUE CROSS BLUE SHIELD OF MINNESO	62,920.02
BLUE CROSS BLUE SHIELD OF MINNESO	26,069.25
BLUE CROSS BLUE SHIELD OF MINNESO	35,368.51
BLUE CROSS BLUE SHIELD OF MINNESO	2,010.00
BLUE CROSS BLUE SHIELD OF MINNESO	23,891.91
BLUE CROSS BLUE SHIELD OF MINNESO	95,253.06
GREAT PLAINS NATURAL GAS CO	2,246.03
GREAT PLAINS NATURAL GAS CO	3,829.18
MINNESOTA DEPARTMENT of REVENUE	68,144.13
MN COMMISSION OF FINANCE	4,330.13
REDWOOD FALLS PUBLIC UTILITIES	6,626.05
REDWOOD FALLS PUBLIC UTILITIES	3,813.23
REDWOOD FALLS PUBLIC UTILITIES	4,482.04
REDWOOD FALLS PUBLIC UTILITIES	5,143.50
STATE OF MINNESOTA	27,593.94
STATE OF MINNESOTA	34,501.58

STATE OF MINNESOTA	11,203.59
STATE OF MINNESOTA	34,499.22
STATE OF MINNESOTA	76,300.33
STATE OF MINNESOTA	35,677.58
STATE OF MINNESOTA	40,283.13
STATE OF MINNESOTA	3,702.13
STATE OF MINNESOTA	34,367.32
STATE OF MINNESOTA	45,408.17
STATE OF MINNESOTA	20,823.01
STATE OF MINNESOTA	20,453.78
STATE OF MINNESOTA	33,264.13
STATE OF MINNESOTA	2,302.60
STATE OF MINNESOTA	36,388.74
STATE OF MINNESOTA	23,252.22
STATE OF MINNESOTA	45,856.05
STATE OF MINNESOTA	23,822.05
STATE OF MINNESOTA	38,882.87
STATE OF MINNESOTA	47,603.76
STATE OF MINNESOTA	2,936.25
STATE OF MINNESOTA	68,054.67
STATE OF MINNESOTA	14,150.67
STATE OF MINNESOTA	73,127.95
WEX LEAP	8,254.87
WEX LEAP	8,024.30
25 Payments less than 2000	16,798.70

Vendor Name Amount

Final Total: 1,185,828.21

Vendor Name Amount

GEIS/KATHY & STEVEN	5,445.00
METLIFE	4,394.00
WERNER/JOYCE	6,919.00
20 Payments less than 2000	7,689.89

Final Total: 24,447.89

Vendor Name Amount

CITY OF BELVIEW	69,022.47
CITY OF CLEMENTS	31,524.78
CITY OF DELHI	28,909.12
CITY OF LAMBERTON	393,086.66
CITY OF LUCAN	76,767.31
CITY OF MILROY	154,221.10
CITY OF MORGAN	199,990.95
CITY OF REDWOOD FALLS	1,864,872.83
CITY OF REVERE	22,279.08
CITY OF SANBORN	70,510.46
CITY OF SEAFORTH	14,631.60
CITY OF VESTA	89,020.49
CITY OF WABASSO	290,756.36
CITY OF WALNUT GROVE	159,124.97
CITY OF WANDA	21,321.40
RED ROCK RURAL WATER SYSTEM	5,684.63
REDWOOD COUNTY AUD-TREAS	20,206.75
REDWOOD PROPERTY HOLDINGS LLC	2,442.36
RRRSWA	248,122.98
SCHOOL DISTRICT 2190	7,325.21
SCHOOL DISTRICT 2754	156,369.42
SCHOOL DISTRICT 2884	144,411.51

SCHOOL DISTRICT 2897	401,703.31
SCHOOL DISTRICT 2898	69,435.60
SCHOOL DISTRICT 2904	34,105.18
SCHOOL DISTRICT 635	56,572.53
SCHOOL DISTRICT 640	208,745.30
SCHOOL DISTRICT 85	96,328.41
SOUTHWEST HEALTH & HUMAN SERVICE	1,302,258.82
SW REGIONAL DEVELOPMENT COMMISS	27,933.31
TOWNSHIP OF BROOKVILLE	34,407.22
TOWNSHIP OF CHARLESTOWN	27,312.16
TOWNSHIP OF DELHI	31,905.90
TOWNSHIP OF GALES	22,409.36
TOWNSHIP OF GRANITE ROCK	28,564.02
TOWNSHIP OF JOHNSONVILLE	40,515.19
TOWNSHIP OF KINTIRE	38,068.19
TOWNSHIP OF LAMBERTON	40,688.59
TOWNSHIP OF MORGAN	55,345.72
TOWNSHIP OF NEW AVON	38,108.59
TOWNSHIP OF NORTH HERO	28,296.61
TOWNSHIP OF PAXTON	72,930.10

<u>Vendor Name</u>	<u>Amount</u>
TOWNSHIP OF REDWOOD FALLS	47,056.94
TOWNSHIP OF SHERIDAN	31,910.08
TOWNSHIP OF SHERMAN	29,767.45
TOWNSHIP OF SPRINGDALE	35,566.88
TOWNSHIP OF SUNDOWN	48,112.31
TOWNSHIP OF SWEDES FOREST	25,095.39
TOWNSHIP OF THREE LAKES	47,983.00
TOWNSHIP OF UNDERWOOD	33,289.14
TOWNSHIP OF VAIL	24,243.65
TOWNSHIP OF VESTA	27,724.76
TOWNSHIP OF WATERBURY	28,589.78
TOWNSHIP OF WESTLINE	26,140.62
TOWNSHIP OF WILLOW LAKE	44,066.38
4 Payments less than 2000	5,034.34
Final Total:	7,180,817.27

<u>Vendor Name</u>	<u>Amount</u>
MEADOWLAND FARMERS COOP	6,175.83
ULLAND BROTHERS INC	36,490.83
8 Payments less than 2000	2,365.71
Final Total:	45,032.37

<u>Vendor Name</u>	<u>Amount</u>
MN COMMISSION OF FINANCE	4,433.00
SHEPARD EXCAVATING & SEPTIC SERVI	11,550.00
16 Payments less than 2000	5,288.45
Final Total:	21,271.45

<u>Vendor Name</u>	<u>Amount</u>
MEADOWLAND FARMERS COOP	5,014.44
MR PAVING & EXCAVATING INC	14,263.92
5 Payments less than 2000	1,035.20
Final Total:	20,313.56

<u>Vendor Name</u>	<u>Amount</u>
BRAUN/ROBERT R	6,960.00
HAGERT/BRYAN	12,501.75
MEYER/JON	13,617.00
POLO FARMS INC	66,059.45
SCHULTZ/JERALD	6,556.50
14 Payments less than 2000	1,029.21
Final Total:	106,723.91

<u>Vendor Name</u>	<u>Amount</u>
CRAFCO INC	28,255.50
KAMCO INC	11,234.52
MEADOWLAND FARMERS COOP	2,485.20
3 Payments less than 2000	1,037.99
Final Total:	43,013.21

<u>Vendor Name</u>	<u>Amount</u>
2 Payments less than 2000	952.32
Final Total:	952.32

<u>Vendor Name</u>	<u>Amount</u>
ASSN OF MN COUNTIES	2,800.00
CHURCHILL/STEVEN	18,078.99
COUNTY OF RENVILLE	28,589.36
GALLS LLC	3,261.68
HEPPNER CONSULTING INC	4,171.54
ISG	2,999.10
L & S CONSTRUCTION CORP	3,611.11
LITZAU FARM DRAINAGE INC	66,694.75
MNL, INC	135,559.06
NOLAN LAW OFFICES	2,940.00
POLO FARMS INC	68,463.93
SAFEASSURE CONSULTANTS' INC	9,204.41
SAMYN/JOEL	16,473.85
SUMMIT FIRE PROTECTION	4,046.90
VERLINDE FARMS INC	17,998.20
37 Payments less than 2000	16,728.88
Final Total:	401,621.76

<u>Vendor Name</u>	<u>Amount</u>
COUNTY OF YELLOW MEDICINE HWY DE	27,085.48
MEADOWLAND FARMERS COOP	2,438.40
3 Payments less than 2000	526.02
Final Total:	30,049.90

<u>Vendor Name</u>	<u>Amount</u>
AUDIO & SECURITY ENGINEERS	6,000.00
COUNTY OF NOBLES AUDITOR TREASUR	2,600.00
FLEET SERVICES DIVISION-DEPT OF ADM	13,427.32
HOMELAND HEALTH SPECIALISTS' INC	3,461.20
KLUVER LAW OFFICE & MEDIATION CNTR	4,890.00
L & S CONSTRUCTION CORP	128,235.15
MAAS CONSTRUCTION CO	2,590.10
MINNESOTA VALLEY SNOW-RIDERS	39,002.04
SCHNEIDER GEOSPATIAL LLC	3,000.00
SOUTHWEST HEALTH & HUMAN SERVICE	67,308.95
TKDA	2,100.00

UNITED COMMUNITY ACTION PARTNERS	2,367.77
33 Payments less than 2000	13,354.27
Final Total:	288,336.80

<u>Vendor Name</u>	<u>Amount</u>
BAIER CONSTRUCTION INC & RANDY HA	15,360.68
MAAS CONSTRUCTION CO	3,316.45
MARCO TECHNOLOGIES LLC - MN	6,784.73
SCHMIDT CONSTRUCTION INC	45,073.50
TRENT BAKER CONSTRUCTION LLC	12,781.80
12 Payments less than 2000	5,053.65
Final Total:	88,370.81

<u>Vendor Name</u>	<u>Amount</u>
BOLTON & MENK INC	72,518.00
BRAUN INTERTEC CORP	29,680.00
FRONTIER PRECISION, INC	4,871.00
JOHN DEERE FINANCIAL	2,422.09
MEADOWLAND FARMERS COOP	3,048.00
STONEBROOKE ENGINEERING, INC	13,934.58
SWANSTON EQUIPMENT CORPORATION	2,495.97
VALLEY EARTHWORKS INC	11,340.00
WIDSETH SMITH NOLTING & ASSOCIATE	30,522.31
48 Payments less than 2000	21,080.88
Final Total:	191,912.83

- On a motion by Salfer, second by Wakefield, the Board voted unanimously to approve the transfer of 2025 interest from the General Fund to the Road & Bridge fund in the amount of \$240,278.13, Soil & Water fund in the amount of \$74,751.61, Insurance fund in the amount of \$65,195.12, and Ditch Bond Debt Services fund in the amount of \$2,721.41.
- On motion by Theis, second by Van Hee, in a roll call vote with Salfer, Wakefield, Theis, and Van Hee all voting aye, the Board adopted the following resolution:

WHEREAS, Various Joint County Drainage system accounts have insufficient funds to pay the expenses incurred in maintaining the efficiency of the drainage systems; and

WHEREAS, Minnesota State Statutes 103E.655, Subdivision 2 provides that the County Drainage Authority may transfer funds from other drainage system accounts under its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, That the Redwood County Drainage Authority authorizes temporary transfers of \$2,717,792.80 as of 12/31/25 from various drainage systems and the general fund to the following drainage accounts:

CD 12A	-1,505.46	JD 5 B & R	-24,852.22
CD 18	-72.72	JD 5 B & R Improvement	-585,750.22
CD 20	-140,785.05	JD 6 - RWF Twp	-1,074.42
CD 22-A	-587.25	JD 12 L & R BR 1	-1,894.01
CD 24	-18,067.03	JD 20 M, L & R Springdale only	-88.04
CD 25	-6,631.15	JD 22 R & L	-26,941.38
CD 29	-2,291.00	JD 36 R & B	-1,682,948.19
CD 30	-3,556.95	JD 36 R & C	-1,626.85

CD 35A	-3,280.81	JD 36 LAT H	-3,666.00
CD 38	-4,262.52	JD 36 LAT P	-13.23
CD 41	-5,086.53	JD 36 LAT U	-3,470.37
CD 52	-923.91	JD 36 LAT X	-17,307.73
CD 54	-23,135.05	JD 36 LAT 1 LAT X	-4,556.11
CD 60	-9,517.92	JD 37 R & L	-4,394.93
CD 66	-8.91	JD 91 R & YM	-91,725.73
CD 69	-1,461.87		
CD 70	-721.58		
CD 73	-4,849.70		
CD 80	-10,787.88		
CD 81	-14,732.00		
CD 85	-473.36		
CD 99	-10,617.52		
CD 109	-2,839.89		
CD 1202	-1,287.31		

ROAD & BRIDGE

- On motion by Theis, second by Salfer the Board voted unanimously to approve the Professional Engineering Services Agreement with Widseth for SAP 064-610-036 for CSAH 10 widening project, pending County Attorney approval.
- On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the out of state travel request for Matt Guetter to attend the annual ATSSA Northland workshop from March 16, 2026 – March 18, 2026, in the amount of \$716.39.

PLANNING & ZONING

- Pidde reviewed the 2025 zoning report with the Board.

DITCH AUTHORITY

- Entered Ditch Authority at 9:01 A.M.
- On motion by Theis, second by Van Hee, the Board voted unanimously to adopt the County Ditch 1202 Drainage Authority Agenda.
- Brozek presented the Affidavit of Publication.
- Bolton & Menk project engineer Bill Helget presented the County Ditch 1202 project.
- No public comments.
- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the petition to impound, reroute, and divert County Ditch 1202.
- On motion by Salfer, second by Theis, the Board voted unanimously to approve the petition to transfer Branch 4.
- On motion by Theis, second by Wakefield, in a roll call vote, all aye, the Board adopted the findings and order for County Ditch 1202.
- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the meeting minutes for December 16, 2025.
- Adjourned Ditch Authority at 9:21 A.M.

SHERIFF

- Jacobson reviewed the Sentence to Serve Quarterly Report for October-December 2025.

- Jacobson updated the Board on December 2025 Jail Population.
- On motion by Theis, second by Wakefield, the Board voted unanimously to approve the funeral home fee schedule for the Sheriff's Department.
- On motion by Van Hee, second by Theis, in a roll call vote with Salfer, Wakefield, Theis, and Van Hee all voting aye, the Board adopted the following resolution:

WHEREAS, PROTECTS wishes to donate \$19,971.80 to the Redwood County Sheriff's Office; and

WHEREAS, the Sheriff's Office will utilize the donation of \$19,971.80 for the purpose of purchasing twelve 40MM Projectile launchers and supplies; and

WHEREAS, the Board of Commissioners appreciates the generosity of PROTECTS in supporting the Redwood County Sheriff's Office;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of \$19,971.80 from PROTECTS to the Redwood County Sheriff's Office, on behalf of the County.

ECONOMIC DEVELOPMENT

- On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the updated Tax Forfeited Blight Removal Grant Program Policy and application.
- Holtberg updated the Board on current Economic Development projects including Broadband, Housing, and childcare.
- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the updated Redwood County Housing Trust Fund Policy and Program applications, pending County Attorney approval.
- Chair Wakefield appointed Elizabeth Bjorklund District 1 to the Redwood County Economic Development Authority Board, effective January 2026.

ADMINISTRATION

- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the Redwood County Purchasing Policy.

Personnel

- On motion by Salfer second by Van Hee, the Board acknowledged the resignation of Matt Luitjens, Redwood County Jail Administrator for the Sheriff's Department, effective February 13, 2026.
- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the interim Jail Administrator salary to be set at Grade 15/Step 1 at \$41.12 until a full-time Jail Administrator is hired.
- On motion by Wakefield, second by Theis, the Board voted unanimously to approve amended Redwood County Referral Program to cite that a referral candidate must be an external individual and cannot be a temporary or probationary employee of Redwood County.

- On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the 2-year MMA Wellness Consultation Agreement to provide ongoing consulting and strategic planning for healthcare management purposes for Redwood County and its employees.

COMMISSIONERS

- The commissioners discussed attendance for the AMC Legislative Conference in March 2026.

Salfer: Economic Development

Wakefield: Economic Development, Explore SW MN

Theis: Redwood Renville Regional Solid Waste Authority, Town Hall meeting

Van Hee: Primewest, Town Hall meeting, Southwest Regional Development Commission

ADJOURN

- There being no further business, Chair Wakefield declared the meeting adjourned at 10:25 A.M.

Rick Wakefield, Chair
Board of County Commissioners

Attest: _____
Vicki Kletscher
County Administrator

RACHELW
1/29/26 11:09AM

*** Redwood County ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 1

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

***** Redwood County *****



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
31	DEPT			COUNTY ADMINISTRATION			
3	13055 COLUMN SOFTWARE PBC 01-031-000-0000-6230		90.25	01/06 BOARD MINUTES 01/22/2026 01/22/2026	1F46724E-0094	PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		90.25	1 Transactions			
31	74159 QUINLIVAN & HUGHES PA 01-031-000-0000-6263	AP	729.00	2025 DEC - LEGAL SERVICES 12/02/2025 12/15/2025	20501	PERSONNEL & LABOR NEGOTIATIONS	Y
	74159 QUINLIVAN & HUGHES PA		729.00	1 Transactions			
33	76350 REDWOOD COUNTY RECORDER 01-031-000-0000-6401		46.00	RECORDING FEE - EMP BOND 01/22/2026 01/22/2026	2026-36	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
	76350 REDWOOD COUNTY RECORDER		46.00	1 Transactions			
37	77020 RICKY J'S CAR WASH 01-031-000-0000-6564	AP	11.00	2025 DEC - CAR WASHES 12/17/2025 12/17/2025	802286	COUNTY VEHICLE EXPENSE	N
	77020 RICKY J'S CAR WASH		11.00	1 Transactions			
40	81350 SERVICE ENTERPRISES INC OF MINNESOTA 01-031-000-0000-6817		210.00	COFFEE 01/23/2026 01/23/2026	5RWCO011526	INCIDENTALS	N
	81350 SERVICE ENTERPRISES INC OF MINNESOTA		210.00	1 Transactions			
31	DEPT Total:		1,086.25	COUNTY ADMINISTRATION	5 Vendors	5 Transactions	
64	DEPT			COMPUTER			
10	16090 DELL MARKETING LP 01-064-000-0000-6611		2,417.15	COMPUTERS - UPGRADES 01/13/2026 01/13/2026	10857373095	CAPITAL OUTLAY (\$500-\$4,999)	Y
9	01-064-000-0000-6611		2,422.15	COMPUTER - ATTY 01/13/2026 01/13/2026	10857373108	CAPITAL OUTLAY (\$500-\$4,999)	Y
	16090 DELL MARKETING LP		4,839.30	2 Transactions			
64	DEPT Total:		4,839.30	COMPUTER	1 Vendors	2 Transactions	

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
91	DEPT			ATTORNEY			
6	13325 COUNTY OF BROWN - SHERIFF		75.00	SUBPOENA SERVICE 64CR25543 01/21/2026 01/21/2026	2026-21	SUBPOENA SERVICE	N
	13325 COUNTY OF BROWN - SHERIFF		75.00	1 Transactions			
7	13370 COUNTY OF DAKOTA - SHERIFF		80.00	SUBPOENA SERVICE 64CR25766 01/09/2026 01/09/2026	223274	SUBPOENA SERVICE	N
	13370 COUNTY OF DAKOTA - SHERIFF		80.00	1 Transactions			
17	32069 HAEN/JODI		55.25	TRANSCRIPTS - 64CR24688 01/16/2026 01/16/2026	260	TRANSCRIPTS	Y
	32069 HAEN/JODI		55.25	1 Transactions			
20	57925 MINNESOTA CONTINUING LEGAL EDUCAT	AP	109.00	2025 MN COURTROOM EVIDENCE BK 12/01/2025 12/01/2025	1405058	LEGAL RESOURCES	N
	57925 MINNESOTA CONTINUING LEGAL EDUCAT		109.00	1 Transactions			
26	64868 ONE OFFICE SOLUTION		127.04	TONER 01/15/2026 01/15/2026	015207-00	OFFICE & PROGRAM EXPENSES	N
	64868 ONE OFFICE SOLUTION		127.04	1 Transactions			
32	76172 REDWOOD COUNTY BAR ASSOCIATION		200.00	MEMBERSHIP DUES X 4 01/01/2026 12/31/2026	STMT	DUES & REGISTRATION FEES	N
	76172 REDWOOD COUNTY BAR ASSOCIATION		200.00	1 Transactions			
91	DEPT Total:		646.29	ATTORNEY	6 Vendors	6 Transactions	
101	DEPT			RECORDER			
43	88990 TRIMIN SYSTEMS INC		24,577.00	2026 ANNUAL MAINTENANCE 01/01/2026 12/31/2026	52119	OFFICE SUPPLIES	N
	88990 TRIMIN SYSTEMS INC		24,577.00	1 Transactions			

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
101	DEPT Total:			24,577.00	RECORDER	1 Vendors	1 Transactions	
118	DEPT				COURTHOUSE MAINTENANCE			
2	13037 COLE PAPERS INC			205.38	ICE MELT, TRASHBAGS	10673963	FLOOR & CLEANING SUPPLIES	N
	01-118-000-0000-6410				01/19/2026 01/19/2026			
	13037 COLE PAPERS INC			205.38		1 Transactions		
12	21500 ELECTRIC MOTOR COMPANY			164.14	RTU BEARINGS - LEC	150199	EQUIPMENT & BUILDING MAINTENAN	N
	01-118-000-0000-6301				01/22/2026 01/22/2026			
	21500 ELECTRIC MOTOR COMPANY			164.14		1 Transactions		
118	DEPT Total:			369.52	COURTHOUSE MAINTENANCE	2 Vendors	2 Transactions	
129	DEPT				VETERAN SERVICE OFFICER			
22	57921 MACVSO			400.00	2026 MEMBERSHIP - RZ	STMT	DUES & REGISTRATION FEES	N
	01-129-000-2751-6242				01/01/2026 12/31/2026			
23	01-129-000-2751-6242			300.00	REG @ CON - RZ	STMT	DUES & REGISTRATION FEES	N
	57921 MACVSO			700.00		2 Transactions		
129	DEPT Total:			700.00	VETERAN SERVICE OFFICER	1 Vendors	2 Transactions	
201	DEPT				SHERIFF			
1	10413 CENTRACARE		AP	253.86	INMATE MEDICAL - DDG	STMT	BOARDING PRISONER MEDICAL EXPI	6
	01-201-000-0000-6355				12/28/2025 12/28/2025			
	10413 CENTRACARE			253.86		1 Transactions		
8	13719 COUNTY OF NOBLES AUDITOR TREASURE		DTG	2,800.00	2025 DEC - INMATE BOARDING	15431	BOARDING PRISONERS	N
	01-201-000-0000-6354				12/01/2025 12/31/2025			
	13719 COUNTY OF NOBLES AUDITOR TREASURE			2,800.00		1 Transactions		
11	20730 ECOWATER SYSTEMS OF REDWOOD FALL			2,052.58	RO INSTALL & FILTERS - LEC	145125.145126	EQUIPMENT & BUILDING MAINTENAN	N
	01-201-000-0000-6301				01/23/2026 01/23/2026			

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
20730	ECOWATER SYSTEMS OF REDWOOD FALL		2,052.58		1 Transactions		
13	25810 FLEET SERVICES DIVISION-DEPT OF ADMN 01-201-000-0000-6343	DTG	13,153.19	2025 DEC - PATROL CAR LEASE 12/01/2025 12/31/2025	2026060029	PATROL CAR LEASE	N
	25810 FLEET SERVICES DIVISION-DEPT OF ADMN		13,153.19	1 Transactions			
16	32001 H & L PRINTING SERVICE 01-201-000-0000-6401		398.00	LETTERHEAD, ENV 01/14/2026 01/14/2026	37365	OFFICE SUPPLIES & EQUIPMENT MAINT	Y
	32001 H & L PRINTING SERVICE		398.00	1 Transactions			
18	50928 LEAGUE OF MINNESOTA CITIES 01-201-000-0000-6242		1,530.00	2026 PATROL SUBSCRIPTION 01/01/2026 12/31/2026	440243	DUES & REGISTRATION FEES	N
	50928 LEAGUE OF MINNESOTA CITIES		1,530.00	1 Transactions			
19	55924 MCKESSON MEDICAL-SURGICAL 01-201-000-0000-6355		70.63	2026 JAN - MEDICAL SUPPLIES 01/19/2026 01/19/2026	24921487.24921864	BOARDING PRISONER MEDICAL EXPENSE	N
	55924 MCKESSON MEDICAL-SURGICAL		70.63	1 Transactions			
25	58015 MJ MECHANICAL LLC 01-201-000-0000-6301		385.80	BOILERS, FAUCET 01/08/2026 01/08/2026	12567.12568	EQUIPMENT & BUILDING MAINTENANCE	N
	58015 MJ MECHANICAL LLC		385.80	1 Transactions			
27	71900 PLUNKETT'S PEST CONTROL INC 01-201-000-0000-6301		63.79	PEST CONTROL - LEC 01/06/2025 01/06/2025	10329658	EQUIPMENT & BUILDING MAINTENANCE	N
	71900 PLUNKETT'S PEST CONTROL INC		63.79	1 Transactions			
29	74900 QUILL LLC 01-201-000-0000-6401		321.79	TAB DIVIDERS, TRASH BAGS, TABS 01/02/2026 01/02/2026	47180605	OFFICE SUPPLIES & EQUIPMENT MAINT	N
30	01-201-000-0000-6401		944.54	ENV, BATTS, TONER 01/08/2026 01/08/2026	47301624	OFFICE SUPPLIES & EQUIPMENT MAINT	N
28	01-201-000-0000-6401		206.98	BINDER, TONER 01/13/2026 01/13/2026	47354264.47354651	OFFICE SUPPLIES & EQUIPMENT MAINT	N

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name	1099
74900	QUILL LLC				1,473.31							
								3 Transactions				
41	83021 SOUTHERN MN EMS EDUCATION LLC	01-201-000-0000-6242			1,800.00	REG @ EMR REFRESHER	01/18/2026 01/18/2026	1409		DUES & REGISTRATION FEES		Y
	83021 SOUTHERN MN EMS EDUCATION LLC				1,800.00				1 Transactions			
44	91492 VOYAGER FLEET SYSTEMS INC	01-201-000-0000-6343			45.25	2026 JAN - FUEL	01/01/2026 01/31/2026	8691019802604		PATROL CAR LEASE		N
	91492 VOYAGER FLEET SYSTEMS INC				45.25				1 Transactions			
201	DEPT Total:				24,026.41	SHERIFF			12 Vendors		14 Transactions	
249	DEPT					OTHER PUBLIC SAFETY						
35	76835 RELIANCE TELEPHONE INC	01-249-000-2815-6802	AP		300.00	30 PHONE CARDS	12/31/2025 12/31/2025	13988		CANTEEN EXPENSES		N
	76835 RELIANCE TELEPHONE INC				300.00				1 Transactions			
249	DEPT Total:				300.00	OTHER PUBLIC SAFETY			1 Vendors		1 Transactions	
251	DEPT					PROBATION AND PAROLE						
38	78800 RS EDEN	01-251-000-0000-6369	AP		13.60	DRUG TESTING	09/30/2025 10/31/2025	68159.68219		DRUG TESTING		N
	78800 RS EDEN				13.60				1 Transactions			
251	DEPT Total:				13.60	PROBATION AND PAROLE			1 Vendors		1 Transactions	
503	DEPT					OTHER CULTURE & RECREATION						
42	83286 SOUTHWEST MINNESOTA ARTS COUNCIL	01-503-000-0000-6801			1,000.00	2026 APPROPRIATIONS	01/01/2026 12/31/2026	STMT		OTHER CULT & REC - APPROPRIATIO		N
	83286 SOUTHWEST MINNESOTA ARTS COUNCIL				1,000.00				1 Transactions			

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
503	DEPT Total:				1,000.00	OTHER CULTURE & RECREATION		1 Vendors		1 Transactions	
520	DEPT					PARKS					
	56300	MEADOWLAND FARMERS COOP									
24		01-520-000-0000-6301	AP		354.62	LP HEAT		3465		EQUIPMENT & BUILDING MAINTENAN	N
						12/17/2025	12/17/2025				
	56300	MEADOWLAND FARMERS COOP			354.62		1 Transactions				
520	DEPT Total:				354.62	PARKS		1 Vendors		1 Transactions	
601	DEPT					AGRICULTURAL INSPECTION					
	13187	COORDINATED BUSINESS SYSTEMS LTD									
4		01-601-000-0000-6401	AP		24.80	12/24-12/31 COPIER LEASE		515035		OFFICE SUPPLIES & EQUIPMENT MAI	N
						12/24/2025	12/31/2025				
5		01-601-000-0000-6401			71.44	01/01-01/23 COPIER LEASE		515035		OFFICE SUPPLIES & EQUIPMENT MAI	N
						01/01/2026	01/23/2026				
	13187	COORDINATED BUSINESS SYSTEMS LTD			96.24		2 Transactions				
	55080	MACAI									
21		01-601-000-0000-6242			150.00	2026 ANNUAL DUES		STMT		DUES & REGISTRATION FEES	N
						01/01/2026	12/31/2026				
	55080	MACAI			150.00		1 Transactions				
	76570	REDWOOD GAZETTE-LIVEWIRE/THE									
34		01-601-000-0000-6242			83.50	SUBSCRIPTION RENEWAL		289093		DUES & REGISTRATION FEES	N
						02/10/2026	02/10/2027				
	76570	REDWOOD GAZETTE-LIVEWIRE/THE			83.50		1 Transactions				
601	DEPT Total:				329.74	AGRICULTURAL INSPECTION		3 Vendors		4 Transactions	
603	DEPT					OTHER CONSERVATION					
	79219	RURAL MINNESOTA ENERGY BOARD									
39		01-603-000-0000-6801			3,000.00	2026 MEMBERSHIP DUES		STMT		OTHER CONSERVATION - APPROPRI	N
						01/01/2026	12/31/2026				
	79219	RURAL MINNESOTA ENERGY BOARD			3,000.00		1 Transactions				
603	DEPT Total:				3,000.00	OTHER CONSERVATION		1 Vendors		1 Transactions	

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Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
620	DEPT		SOIL AND WATER CONSERVATION DISTI			
	30480	GREAT AMERICA FINANCIAL SERVICES C				
14	01-620-000-0000-6401	AP	82.56	12/16-12/31 COPIER LEASE 12/16/2025 12/31/2025	41058666	OFFICE SUPPLIES & EQUIP MNTCE N
15	01-620-000-0000-6401		77.26	01/01-01/15 COPIER LEASE 01/01/2026 01/15/2026	41058666	OFFICE SUPPLIES & EQUIP MNTCE N
	30480	GREAT AMERICA FINANCIAL SERVICES C	159.82	2 Transactions		
	77020	RICKY J'S CAR WASH				
36	01-620-000-0000-6564	AP	16.00	2025 NOV - CAR WASHES 11/14/2025 11/14/2025	802271	VEHICLE EXPENSES N
	77020	RICKY J'S CAR WASH	16.00	1 Transactions		
620	DEPT Total:		175.82	SOIL AND WATER CONSERVATION DIST	2 Vendors	3 Transactions
1	Fund Total:		61,418.55	GENERAL		44 Transactions

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
13187	COORDINATED BUSINESS SYSTEMS LTD						
45	15-611-000-0000-6401	AP	24.80	12/24-12/31 COPIER LEASE 12/24/2025 12/31/2025	515035	OFFICE SUPPLIES & EQUIPMENT MAI	N
46	15-611-000-0000-6401		71.44	01/01-01/23 COPIER LEASE 01/01/2026 01/23/2026	515035	OFFICE SUPPLIES & EQUIPMENT MAI	N
13187	COORDINATED BUSINESS SYSTEMS LTD		96.24	2 Transactions			
82414	JONES HAUGH SMITH INC						
48	15-611-000-0000-6899	C	1,155.00	CD 21 PROFESSIONAL SERVICES 09/01/2025 09/30/2025	47451	MISCELLANEOUS	N
49	15-611-000-0000-6899	C	1,860.00	CD 22&22A PROFESSIONA SERV 09/01/2025 09/30/2025	47452	MISCELLANEOUS	N
50	15-611-000-0000-6899	C	825.00	CD 52 PROFESSIONA SERVICES 09/01/2025 09/30/2025	47453	MISCELLANEOUS	N
51	15-611-000-0000-6899	C	1,860.00	CD 54 PROFESSIONA SERVICES 09/01/2025 09/30/2025	47454	MISCELLANEOUS	N
52	15-611-000-0000-6899	C	825.00	CD 73 PROFESSIONA SERVICES 09/01/2025 09/30/2025	47455	MISCELLANEOUS	N
53	15-611-000-0000-6899	C	825.00	CD 89A PROFESSIONA SERVICES 09/01/2025 09/30/2025	47456	MISCELLANEOUS	N
54	15-611-000-0000-6899	C	1,155.00	CD 90 PROFESSIONA SERVICES 09/01/2025 09/30/2025	47457	MISCELLANEOUS	N
82414	JONES HAUGH SMITH INC		8,505.00	7 Transactions			
50050	L & S CONSTRUCTION CORP						
47	15-611-000-0000-6896	C	35,419.18	JD 36 HSEM 2023	9	FEMA EXPENDITURES	N
50050	L & S CONSTRUCTION CORP		35,419.18	1 Transactions			
80180	SCHMIDT CONSTRUCTION INC						
55	15-611-000-0000-6899	AP	2,005.00	CD 33 DITCH REPAIR 5816 12/05/2025 12/05/2025	52589	MISCELLANEOUS	N
56	15-611-000-0000-6899	AP	7,697.50	JD 31 LAT B DITCH REPAIR 5807 12/02/2025 12/16/2025	52590	MISCELLANEOUS	N
80180	SCHMIDT CONSTRUCTION INC		9,702.50	2 Transactions			
611	DEPT Total:		53,722.92	DITCH MAINTENANCE	4 Vendors	12 Transactions	
15	Fund Total:		53,722.92	DITCH		12 Transactions	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
620	DEPT			SOIL AND WATER CONSERVATION DISTI			
21283	ELBERT/RICHARD S						
57	85-620-993-0000-6898		19,200.00	COVER CROPS 01/27/2026 01/27/2026	STMT	SOIL HEALTH PRACTICE EXPENSES	Y
	21283 ELBERT/RICHARD S		19,200.00		1 Transactions		
26300	FOGELSON/JOSH						
58	85-620-978-0000-6802		520.00	CRP 12/19/2025 12/19/2025	STMT	CRP INCENTIVE EXPENSES	Y
	26300 FOGELSON/JOSH		520.00		1 Transactions		
620	DEPT Total:		19,720.00	SOIL AND WATER CONSERVATION DIST	2 Vendors	2 Transactions	
85	Fund Total:		19,720.00	SOIL & WATER CONSERVATION		2 Transactions	
	Final Total:		134,861.47	44 Vendors	58 Transactions		

*** Redwood County ***



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	61,418.55	GENERAL
15	53,722.92	DITCH
85	19,720.00	SOIL & WATER CONSERVATION
All Funds	134,861.47	Total

Approved by,

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RACHELW
1/29/26 10:05AM

*** Redwood County ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

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Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** Redwood County ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
41	DEPT			AUDITOR-TREASURER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
3	01-041-000-0000-6401	AP	17.48	PENS 12/26/2025 12/26/2025	3157814 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
91	01-041-000-0000-6401		41.92	POSTAGE - CONFESSION DEFAULT 01/02/2026 01/02/2026	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		59.40	2 Transactions			
41	DEPT Total:		59.40	AUDITOR-TREASURER	1 Vendors	2 Transactions	
42	DEPT			ASSESSOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
27	01-042-000-0000-6334		216.15	LODGING @ TRAINING - TK 01/13/2026 01/15/2026	13004836	LODGING & EXPENSE	N
28	01-042-000-0000-6334		342.46	LODGING @ TRAINING - TK 01/11/2026 01/13/2026	3397243375	LODGING & EXPENSE	N
85	01-042-000-0000-6401		129.94	PRINTER MAINTENANCE KIT 01/12/2026 01/12/2026	6286618 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
26	01-042-000-0000-6242		475.00	REG @ BASIC APPRAISAL - TK 02/09/2026 02/12/2026	991445	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,163.55	4 Transactions			
42	DEPT Total:		1,163.55	ASSESSOR	1 Vendors	4 Transactions	
63	DEPT			ELECTIONS			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
2	01-063-000-0000-6899	AP	64.46	OMNI BALLOT DESK 12/26/2025 12/26/2025	3157814 2425	MISCELLANEOUS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		64.46	1 Transactions			
63	DEPT Total:		64.46	ELECTIONS	1 Vendors	1 Transactions	
64	DEPT			COMPUTER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
89	01-064-000-0000-6401		55.55	WIRELESS MOUSE, PORT HUB 01/15/2026 01/15/2026	2655409 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
82	01-064-000-0000-6401		45.04	SURGE PROTECTOR, BATTERY BACK 01/09/2026 01/09/2026	3229019 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N

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Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
87	01-064-000-0000-6401		81.99	BATTERY CARTRIDGE 01/09/2026 01/09/2026	3229019 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
76	01-064-000-0000-6401	AP	49.99	WIFI SYSTEM 12/29/2025 12/29/2025	3625046 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
77	01-064-000-0000-6401	AP	605.10	CAMERA TESTER 12/29/2025 12/29/2025	3625046 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
83	01-064-000-0000-6401		242.84	RECHARGEABLE BATTERY SET 01/09/2026 01/09/2026	3944243 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
72	01-064-000-0000-6401	AP	810.89	CCTV TESTER 12/29/2025 12/29/2025	3993028 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
74	01-064-000-0000-6401	AP	119.99	REPLACEMENT BATTERY 12/29/2025 12/29/2025	4036222 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
79	01-064-000-0000-6401		154.99	BATTERY PACK 01/02/2026 01/02/2026	6792221 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
78	01-064-000-0000-6401	AP	99.46	PRINthead REPLACEMENT 12/30/2025 12/30/2025	7103467 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
90	01-064-000-0000-6401		164.90	COMPUTER MONITOR 01/20/2026 01/20/2026	7161027 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
73	01-064-000-0000-6401	AP	2,199.99	TERASTATION RACKMOUNT, HARD DR 12/29/2025 12/29/2025	89444214 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
84	01-064-000-0000-6401		45.59	RECHARGEABLE BATTERY 01/09/2026 01/09/2026	9101838 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
70	01-064-000-0000-6264	AP	2.62	SPICEWORKS HELP DESK 12/30/2025 12/31/2025	UQEYPOTH-0010	PROGRAMMING EXPENSES	N
71	01-064-000-0000-6264		39.38	SPICEWORKS HELP DESK 01/01/2026 01/30/2026	UQEYPOTH-0010	PROGRAMMING EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		4,718.32		15 Transactions		
64	DEPT Total:		4,718.32	COMPUTER	1 Vendors		15 Transactions
91	DEPT			ATTORNEY			
20	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-091-000-0000-6242		120.00	NOTARY RENEWAL - JM	MN8OSS004155138	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		120.00		1 Transactions		
91	DEPT Total:		120.00	ATTORNEY	1 Vendors		1 Transactions
101	DEPT			RECORDER			

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Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	21275 ELAN CORPORATE PAYMENT SYSTEMS 01-101-000-0000-6242		300.00	REG @ MACO CON - AG 02/09/2026 02/12/2026	2-4253	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		300.00	1 Transactions			
101	DEPT Total:		300.00	RECORDER	1 Vendors	1 Transactions	
118	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			COURTHOUSE MAINTENANCE			
6	01-118-000-0000-6301 AP		24.73	STAINLESS CLEANER 12/30/2025 12/30/2025	0936218 2425	EQUIPMENT & BUILDING MAINTENAN	N
14	01-118-000-0000-6301		35.98	FLOOR CLEANER 01/05/2026 01/05/2026	0976247 2425	EQUIPMENT & BUILDING MAINTENAN	N
10	01-118-000-0000-6301		25.47	DOOR HANDLE 01/06/2026 01/06/2026	1793847 2425	EQUIPMENT & BUILDING MAINTENAN	N
7	01-118-000-0000-6301 AP		17.82	FOAM CORNERS 12/30/2025 12/30/2025	4726649 2425	EQUIPMENT & BUILDING MAINTENAN	N
11	01-118-000-0000-6301		35.98	VACUUM FILTERS 01/06/2026 01/06/2026	5738607 2425	EQUIPMENT & BUILDING MAINTENAN	N
13	01-118-000-0000-6301		18.98	CARB KIT 01/12/2026 01/12/2026	6557030 2425	EQUIPMENT & BUILDING MAINTENAN	N
5	01-118-000-0000-6301 AP		24.68	VACUUM PARTS 12/30/2025 12/30/2025	8113054 2425	EQUIPMENT & BUILDING MAINTENAN	N
4	01-118-000-0000-6301 AP		345.58	STICK VACUUM 12/29/2025 12/29/2025	8470622 2425	EQUIPMENT & BUILDING MAINTENAN	N
8	01-118-000-0000-6242		50.00	REG @ BOILER EXAM 01/05/2026 01/05/2026	DLICRW-1442469	DUES & REGISTRATION FEES	N
9	01-118-000-0000-6301		25.08	DISTILLED WATER & VINEGAR 01/06/2026 01/06/2026	STMT	EQUIPMENT & BUILDING MAINTENAN	N
12	01-118-000-0000-6301		13.91	VINEGAR & GORILLA GLUE 01/14/2026 01/14/2026	STMT	EQUIPMENT & BUILDING MAINTENAN	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		618.21	11 Transactions			
118	DEPT Total:		618.21	COURTHOUSE MAINTENANCE	1 Vendors	11 Transactions	
129	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			VETERAN SERVICE OFFICER			
64	01-129-000-2751-6401 AP		420.17	VETERANS BENEFITS MANUAL	48197254	OFFICE SUPPLIES	N

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS		420.17	12/23/2025 12/23/2025	1 Transactions		
129	DEPT Total:		420.17	VETERAN SERVICE OFFICER	1 Vendors	1 Transactions	
201	DEPT			SHERIFF			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
40	01-201-000-0000-6407		585.78	INMATE CLOTHES & TOILETRIES 01/12/2026 01/12/2026	0430857-IN	JAIL EXPENSES	N
43	01-201-000-0000-6407		68.16	INMATE CLOTHING 01/13/2026 01/13/2026	0431204-IN	JAIL EXPENSES	N
80	01-201-000-0000-6401		450.00	TRANSCRIPTION SOFTWARE 01/05/2026 01/05/2026	10898	OFFICE SUPPLIES & EQUIPMENT MAI	N
59	01-201-000-0000-6334		115.96	LODGING @ ARIDE - TD 01/14/2026 01/15/2026	124277	LODGING & EXPENSE	N
52	01-201-000-0000-6334		119.22	LODGING @ TR - TD 01/05/2026 01/06/2026	197536	LODGING & EXPENSE	N
61	01-201-000-0000-6242		385.00	REG @ NTOA - KK 01/20/2026 01/20/2026	20262580	DUES & REGISTRATION FEES	N
58	01-201-000-0000-6334		148.92	LODGING @ ERU - TA 01/12/2026 01/13/2026	21772448	LODGING & EXPENSE	N
51	01-201-000-0000-6407	AP	88.80	PAPER TOWELS 12/29/2025 12/29/2025	2493020 2425	JAIL EXPENSES	N
39	01-201-000-0000-6407		248.00	LAB CERIFICATE 01/13/2026 01/13/2026	24D2252758	JAIL EXPENSES	N
57	01-201-000-0000-6334		148.92	LODGING @ ERU - AC 01/12/2026 01/13/2026	25436816	LODGING & EXPENSE	N
56	01-201-000-0000-6334		148.92	LODGING @ ERU - HB 01/12/2026 01/13/2026	41702056	LODGING & EXPENSE	N
63	01-201-000-0000-6401		39.76	USB DRIVES 01/21/2026 01/21/2026	4836243 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
54	01-201-000-0000-6242		75.00	REG @ DMT - CK 01/09/2026 01/09/2026	55942	DUES & REGISTRATION FEES	N
55	01-201-000-0000-6242		75.00	REG @ DMT - TR 01/09/2026 01/09/2026	55958	DUES & REGISTRATION FEES	N
47	01-201-000-0000-6242		330.00	REG @ TRAINING - HB 12/24/2025 12/23/2026	INVUS29400	DUES & REGISTRATION FEES	N
42	01-201-000-0000-6407		74.81	INMATE CLOTHING 01/09/2026 01/09/2026	SO0430073	JAIL EXPENSES	N

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
34	01-201-000-0000-6356	AP	90.13	INMATE MEAL - CHRISTMAS 12/25/2025 12/25/2025	STMT	BOARDING PRISONER MEAL EXPENS	N
49	01-201-000-0000-6406		78.37	DISPATCH TV	STMT	DISPATCH EXPENSES	N
44	01-201-000-0000-6407		89.11	JAIL TV 01/16/2026 02/16/2026	STMT	JAIL EXPENSES	N
50	01-201-000-0000-6565	AP	26.98	WIPERS 12/29/2025 12/29/2025	STMT	PATROL CAR EXPENSES-OWNED	N
60	01-201-000-0000-6242		395.00	REG @ SOTA - TA 04/19/2026 04/21/2026	WHV-S4V668W	DUES & REGISTRATION FEES	N
62	01-201-000-0000-6242		395.00	REG @ SOTA - HB 04/19/2026 04/21/2026	WHV-ZV3V8TE	DUES & REGISTRATION FEES	N
21275 ELAN CORPORATE PAYMENT SYSTEMS			4,176.84				22 Transactions
201	DEPT Total:		4,176.84	SHERIFF			1 Vendors 22 Transactions
202	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			E-911 SYSTEM			
53	01-202-000-2756-6802		23.59	AIR FILTERS 01/06/2026 01/06/2026	0277863 2425	OTHER EXPENSES	N
21275 ELAN CORPORATE PAYMENT SYSTEMS			23.59				1 Transactions
202	DEPT Total:		23.59	E-911 SYSTEM			1 Vendors 1 Transactions
249	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			OTHER PUBLIC SAFETY			
32	01-249-000-2815-6802	AP	83.84	CANTEEN SUPPLIES 12/23/2025 12/23/2025	2018232	CANTEEN EXPENSES	N
33	01-249-000-2815-6802	AP	186.72	CANTEEN SUPPLIES 12/23/2025 12/23/2025	2018237	CANTEEN EXPENSES	N
48	01-249-000-2815-6802	AP	335.00	MICROWAVE - CANTEEN 12/23/2025 12/23/2025	3327408 2425	CANTEEN EXPENSES	N
38	01-249-000-2815-6802		31.86	BOOKS 01/07/2026 01/07/2026	72954400	CANTEEN EXPENSES	N
29	01-249-000-2815-6802	AP	199.59	CANTEEN SUPPLIES 12/22/2025 12/22/2025	STMT	CANTEEN EXPENSES	N
30	01-249-000-2815-6802	AP	50.00	CANTEEN SUPPLIES 12/23/2025 12/23/2025	STMT	CANTEEN EXPENSES	N
31	01-249-000-2815-6802	AP	80.32	CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N

*** Redwood County ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
35	01-249-000-2815-6802	AP	45.00	CANTEEN SUPPLIES 12/23/2025 12/23/2025	STMT	CANTEEN EXPENSES	N
36	01-249-000-2815-6802	AP	79.31	CANTEEN SUPPLIES 12/26/2025 12/26/2025	STMT	CANTEEN EXPENSES	N
37	01-249-000-2815-6802		158.49	CANTEEN SUPPLIES 12/26/2025 12/26/2025	STMT	CANTEEN EXPENSES	N
41	01-249-000-2815-6802		80.06	CANTEEN SUPPLIES 01/02/2026 01/02/2026	STMT	CANTEEN EXPENSES	N
45	01-249-000-2815-6802		162.50	CANTEEN SUPPLIES 01/13/2026 01/13/2026	STMT	CANTEEN EXPENSES	N
46	01-249-000-2815-6802		116.90	CANTEEN SUPPLIES 01/17/2026 01/17/2026	STMT	CANTEEN EXPENSES	N
				01/18/2026 01/18/2026			
21275	ELAN CORPORATE PAYMENT SYSTEMS		1,609.59		13 Transactions		
249	DEPT Total:		1,609.59	OTHER PUBLIC SAFETY	1 Vendors	13 Transactions	
251	DEPT			PROBATION AND PAROLE			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
88	01-251-000-0000-6401		14.44	FACIAL TISSUE 01/15/2026 01/15/2026	2202637 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
86	01-251-000-0000-6401		72.39	COAT RACK, CALENDAR, FOLDERS 01/11/2026 01/11/2026	5561004 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
81	01-251-000-0000-6401		54.57	POST ITS, PENS, FOLDERS, BATTS 01/02/2026 01/02/2026	7165859 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
75	01-251-000-0000-6401		58.00	STAMPS 01/02/2026 01/02/2026	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		199.40		4 Transactions		
251	DEPT Total:		199.40	PROBATION AND PAROLE	1 Vendors	4 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
23	01-601-000-0000-6242		405.00	REG @ MOWA CON - NB 02/02/2026 02/03/2026	2012	DUES & REGISTRATION FEES	N
24	01-601-000-0000-6242		355.00	REG @ MOWA CON - JP 02/02/2026 02/03/2026	2015	DUES & REGISTRATION FEES	N
22	01-601-000-0000-6242		305.00	LAWYER REG - NB	STMT	DUES & REGISTRATION FEES	N

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
21	01-601-000-0000-6242		335.00	REG @ HYBRID SOILS TR - JP 07/10/2026 07/16/2026	X632831	DUES & REGISTRATION FEES N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,400.00	4 Transactions		
601	DEPT Total:		1,400.00	AGRICULTURAL INSPECTION	1 Vendors	4 Transactions
620	DEPT			SOIL AND WATER CONSERVATION DISTI		
	21275 ELAN CORPORATE PAYMENT SYSTEMS					
67	01-620-000-0000-6401		95.79	CLASSIFICATION FOLDERS 01/05/2026 01/05/2026	7385813 2425	OFFICE SUPPLIES & EQUIP MNTCE N
65	01-620-000-0000-6401	AP	12.70	POSTAGE 12/23/2025 12/23/2025	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
66	01-620-000-0000-6401	AP	91.50	POSTAGE 12/23/2025 12/23/2025	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
68	01-620-000-0000-6401		38.72	POSTAGE 01/06/2026 01/06/2026	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
69	01-620-000-0000-6401		234.00	POSTAGE 01/06/2026 01/06/2026	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		472.71	5 Transactions		
620	DEPT Total:		472.71	SOIL AND WATER CONSERVATION DIST	1 Vendors	5 Transactions
1	Fund Total:		15,346.24	GENERAL		85 Transactions

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

3 ROAD AND BRIDGE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
301	DEPT			ROAD & BRIDGE ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
16	03-301-000-0000-6332		110.00	REG @ COMMERCIAL VH INSP - LD 01/12/2026 01/12/2026	597621	STAFF DEVELOPMENT	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		110.00	1 Transactions			
301	DEPT Total:		110.00	ROAD & BRIDGE ADMINISTRATION	1 Vendors	1 Transactions	
330	DEPT			EQUIPMENT MAINTENANCE & SHOP			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
17	03-330-000-0000-6503		12.84	HEAD GASKET COVER 01/05/2026 01/05/2026	3041025 2425	EQUIPMENT REPAIR PARTS & SUPPL	N
18	03-330-000-0000-6502		74.99	PLASTIC WELDER 01/05/2026 01/05/2026	4793803 2425	SHOP MATERIALS & SUPPLIES	N
19	03-330-000-0000-6503		62.24	CHAINSAW HANDLE, PHONE HOLDER 01/05/2026 01/05/2026	4793803 2425	EQUIPMENT REPAIR PARTS & SUPPL	N
15	03-330-000-0000-6503		17.99	HONDA COVER HEAD 01/05/2026 01/05/2026	4989003 2425	EQUIPMENT REPAIR PARTS & SUPPL	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		168.06	4 Transactions			
330	DEPT Total:		168.06	EQUIPMENT MAINTENANCE & SHOP	1 Vendors	4 Transactions	
3	Fund Total:		278.06	ROAD AND BRIDGE		5 Transactions	

RACHELW
 1/29/26 10:05AM
 15 DITCH

*** Redwood County ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
25	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	15-611-000-0000-6401		10.78	AAAA BATTERIES	7188246	OFFICE SUPPLIES & EQUIPMENT MAI N	
				01/06/2026 01/06/2026	2425		
	21275 ELAN CORPORATE PAYMENT SYSTEMS		10.78	1 Transactions			
611	DEPT Total:		10.78	DITCH MAINTENANCE	1 Vendors		1 Transactions
15	Fund Total:		10.78	DITCH			1 Transactions
	Final Total:		15,635.08	17 Vendors	91 Transactions		

*** Redwood County ***



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	15,346.24	GENERAL
3	278.06	ROAD AND BRIDGE
15	10.78	DITCH
All Funds	15,635.08	Total

Approved by,

.....

.....



REQUEST FOR BOARD ACTION

Requested Board Date:	02/03/2026	Originating Dept.:	RCAO
Preferred 2nd Date:			
Discussion Item:	Presenter: Marissa Pacheco		
Postage Machine Contract	estimated time needed:	5 min	
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approval of 5 year contract for postage machine for courthouse.

Background Information:

This is a 5 year agreement with the same company that we've been using for many years. Our last contract from 2019 expired in 2024, and they've billed us annually at the previous rate under the same terms of the 2019 contract. However, if we sign onto a new contract it will be \$10.41 cheaper a month than what we currently pay. A State contract governs the agreement with the terms listed on the lease purchase order. This is a machine that the court, our office, and crime victim services use. Each party reimburses us for their usage.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Customer

Organization	REDWOOD COUNTY ATTORNEY		
DBA			
Address	PO BOX 130		
City State Zip	REDWOOD FALLS	MN	56283-0130
Phone	(507) 637-4010	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #: 213073 (MN)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	REDWOOD COUNTY ATTORNEY		
Attention	Jenifer Manthei		
Address	250 S JEFFERSON ST		
City State Zip	REDWOOD FALLS	MN	56283-8304
Phone	(507) 637-4010	Email	jenifer_m@co.redwood.mn.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$64.21	\$3,852.60

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

 Authorized by _____ Date _____

 Print Name _____ Title _____



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

February 21, 2023

John Tartaro
Quadient, Inc.
478 Wheelers Farm Rd.
Milford, CT 06461

Dear Mr. Tartaro:

The following documents are enclosed for you to complete and return:

- Participating Addendum State of Minnesota Contract No. 213073 for Mailing Equipment, Supplies and Maintenance through NASPO ValuePoint Master Agreement Contract No. BPM003137
- Minnesota Exhibit A, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:
 - Service and Delivery Form
- Exhibit B: State of Minnesota Security, Data Protection, and Supply Chain Terms and Conditions
- Workforce and Equal Pay Declaration Page

Please sign and route all sets of documents, VIA DocuSign,
to Justin Patrick at justin.patrick@state.mn.us by **February 23, 2023**.

Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to: justin.patrick@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Justin Patrick'.

Justin Patrick
Goods and General Services Supervisor

Enclosure

Mailing Equipment, Supplies and Maintenance, M-499(5)
Contract No. 213073

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
 - ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.
- If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:
- A corporate power of attorney, or
 - A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

PARTICIPATING ADDENDUM

NASPO ValuePoint

For Mailing Equipment, Supplies and Maintenance

Between the State of Minnesota and Quadient, Inc.

NASPO ValuePoint Contract No. BPM003137

State of Minnesota Contract No. 213073

1. **Scope:** The scope of the contract is to provide mailing equipment, supplies and maintenance services to meet the mailing needs of the Ordering Entities. All equipment and services offered must meet the approval of the USPS®. Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum to the NASPO Value Point Contract No. BPM003137. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.

Notwithstanding any terms to the contrary, the Lease to Own Purchase (LTOP) option as described in Section 23 of the Government Product Lease Agreement and all optional postage payment programs provided by Quadient, Inc., are not a part of this Participating Addendum. These options include NeoFunds or TotalFunds.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Justin Patrick or successor
Title: Acquisition Management Specialist
Address: Minnesota Department of Administration
Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2436
Fax: 651.297.3996
E-mail: justin.patrick@state.mn.us

4. **Authorized Dealers:** All Quadient, Inc. authorized dealers in the State of Minnesota, as shown on Attachment D, are approved to provide sales and service support to Ordering entities in the NASPO Master Agreement. The Quadient, Inc. dealer's participation shall be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.
5. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

6. **Purchase/Lease/Rental Agreements:** Equipment Purchase or Lease and Postage Meter rental Agreements are authorized in accordance with the terms of the NASPO ValuePoint Master Agreement No. BPM003137. The State of Minnesota will not allow Lease to Own Purchase (LTOP) for leased equipment, only Fair market Value (FMV) will be allowed under the contract. The Product Purchase Agreement, Government product Lease Agreement, Postage Meter Rental Agreement, and Quadient, Inc. Maintenance Program NASPO (“the Agreement”) along with the State of Minnesota Addendum are attached for reference. The Minnesota Addendum shall be deemed to amend the terms of the Product Purchase Agreement, Government Product Lease Agreement, and the Postage Meter Rental Agreement, for any purchase made under this Participating Addendum.

Minnesota State Agencies will not sign or accept any additional Contract Vendor documents without review and approval from the Office of State Procurement (OSP), including but not limited to: Master License Agreements, software license or maintenance agreements, or any documents to begin, change, or renew rental or lease agreements that have not already been reviewed and approved in writing by OSP. Ordering Entities purchase orders will service as the purchase agreement contracts. Any contract Vendor found to be in violation of this contractual requirement may be held in default and appropriate action may be taken. Agreements cannot be assigned to another party without the prior written consent of the AMS.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

- a. The Minnesota Participating Addendum
 - Exhibit A: State of Minnesota General Terms, Conditions and Specifications
 - Exhibit B: State of Minnesota Security, Data Protection, and Supply Chain Terms and Conditions
- b. The NASPO ValuePoint Master Agreement
- c. The NASPO ValuePoint Solicitation
- d. The Product Purchase Agreement, Government Product Lease Agreement, Postage Meter Rental Agreement, and Quadient Inc. Maintenance Program NASPO (“the Agreement”)
- e. Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

IN WITNESS WHEREOF, the parties have executed the Participating Addendum as of the date of execution by all parties below.

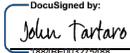
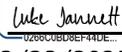
<p>1. QUADIENT, INC. The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> <small>DocuSigned by: John Tartaro</small> Signature John Tartaro _____ Printed Name Title: Deputy CFO _____ Date: 2/22/2023 _____</p> <p>By: _____ Signature _____ Printed Name Title: _____ _____ Date: _____ _____</p>	<p>2. State of Minnesota Office of State Procurement In accordance with Minn. Stat. § 16C.03, Subd. 3.</p> <p>By: <u></u> <small>DocuSigned by: Justin W Patrick</small> _____ Title: Acquisition Management Specialist _____ Date: 2/22/2023 _____</p> <p>3. State of Minnesota Commissioner of Administration Or delegated representative.</p> <p>By: <u></u> <small>DocuSigned by: Luke Jannett</small> _____ Date: 2/23/2023 _____</p>
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Exhibit A
State of Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

- a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at <https://mn.gov/admin/osp/other-purchasers/cpv/> .
- b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- e. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on January 1, 2023, or on the date of Participating Addendum execution, whichever is later, to May 14, 2024, with the option to extend up to 36 months, upon agreement by all parties.
3. **STATE AUDITS.** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

4. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
5. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.
6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrongdoing of the State.

- 7. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 8. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 9. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 10. GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
- 11. JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.
- 12. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

13. EQUAL PAY CERTIFICATION. If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

14. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

15. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

16. PURCHASING CARDS. Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card.

17. TAXES. Do not add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are required to submit an ST3 form to their suppliers. See [website](http://www.revenue.state.mn.us) at <http://www.revenue.state.mn.us>.

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

18. SHIPPING REQUIREMENTS. All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.

19. DEFAULT. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default,

the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

20. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

22. PARTICIPATING ADDENDUM AMENDMENTS. Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

23. TERMINATION OF THE PARTICIPATING ADDENDUM. The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.

24. ADMINISTRATIVE PERSONNEL CHANGES. After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

25. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

26. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

27. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

28. USAGE REPORT. The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation.

29. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of 1 % (.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the total sales to State Agencies and CPV Members. The report must be submitted with the check on or before the required 30 days after the end of the quarter

30. SEVERABILITY. If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.

31. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

32. COPYRIGHT. The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

33. SURVIVABILITY. The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were

entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

- 34. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.
- 35. IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at http://mn.gov/oet/images/Stnd_State_Accessibility.pdf or <http://mn.gov/oet/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. If website, training or any of the above available through this contract, Contract Vendor agrees to develop functionality which supports accessibility.
- 36. E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

- 37. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 38. SUBCONTRACTOR PAYMENT (Not Applicable).** Subcontractors are not allowed under this Participating Addendum.
- 39. SOFTWARE AND LICENSING AGREEMENTS.** Additional software licenses and/or any maintenance agreement terms and conditions will be addressed and reviewed on a case-by-case basis by the State before ordering by a state agency. The list of software licenses may include but is not limited to the documents found at the link: <https://www.quadient.com/contract-terms>. The State will require review and acceptance of the Security and Data Protection terms and conditions attached herein as Exhibit B.

Additional software licenses and/or any maintenance agreement terms and conditions will be addressed and reviewed on a case-by-case basis with the ordering NASPO entity for all State of Minnesota CPV Members. The list of software licenses may include but is not limited to the documents found at these link: <https://www.quadient.com/contract-terms>.

- 40. TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.
- 41. STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.
- 42. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

- 43. FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.
- 44. EXCESSIVE SERVICE CALLS.** The Contract Vendor will supply loaner equipment at equal or greater functionality, at no additional charge, for any equipment that is deemed inoperable by the Ordering Entity where the period of inoperability exceeds twenty-four (24) hours from time of diagnostics by the service technician. The Contract Vendor may offer, in lieu of loaner equipment, to provide a repair. The option of repair, including any costs, will be mutually agreed upon in writing by both parties.
- 45. EVALUATION PERIOD.** Ordering Entities will evaluate the performance of equipment within the first 90 calendar days after installation. If the equipment performance is not acceptable to the Ordering Entity or not capable of handling the volume specified, the ordering Entity will notify the Contract Vendor in writing. Once notified, the Contract Vendor agrees to stop billing on the delivered equipment and replace the equipment with another piece of equipment to meet the Ordering Entity's needs. Removal and installation will be done at no cost to the Ordering Entity. The contract cost may change to reflect the cost of the new equipment based on the contract pricing. The Ordering entity cannot use this provision to replace equipment from one Contract Vendor with equipment from another Contract vendor, unless the first contract Vendor does not have equipment that will fulfill the original needs of the Ordering Entity.
- 46. WEBSITE.** Contract Vendor is required to develop and support a website specific to the State, with content approved by the AMS. This website must be available without the use of additional software or licenses. The website must be kept to date as products are added or deleted, or as product pricing decreases. Any updates or changes to the Contractor-provided web page(s) must not be made without prior approval from the State. The website will only be designed and activated following consultation and approval by the State. Within 60 days of the Contract's effective date, the Contractor must design and build a web page(s) accessible via the internet. The website must be available twenty-four hours a day, seven days a week (24/7), except for scheduled maintenance, and must be compliant with the State's Accessibility requirements as referenced in Term 35, IT Accessibility Standards of this Exhibit. No costs or expenses associated with providing this information will be charged to the Ordering entity. The website will include contract information, product information/catalog, pricing and other pertinent information as may be reasonably requested by the Ordering Entity.
- 47. PRICES.** Prices are incorporated in accordance with the Quadient, Inc. pricing document located at: [Portfolio Contractor - NASPO ValuePoint](#) and incorporated herein as reference with 1/2% (.005) Administration Fee.
- 48. MANDATORY BILLING.** The State requires that Quadient, Inc. bills directly and not through their authorized dealers for ongoing maintenance for all purchased equipment starting with year two (2).
- 49. REIMBURSEMENT.** Contract Vendor is responsible for reimbursing any Ordering Entity for maintenance costs incurred via lease option pricing, blended or otherwise, that may have been added into the first year costs if the Ordering Entity is forced to cancel the lease due to non-appropriation as allowed by the Contract within the first year.

Exhibit B**State of Minnesota Security, Data Protection, and Supply Chain Terms and Conditions****1 Supply Chain Security.**

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

1.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)("MN.IT") and the State, Department of Administration's Office of State Procurement ("OSP"). To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

1.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

1.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction, and upon request by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contractor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

2 Security and Data Protection.

Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

For the purposes of this Security and Data Protection section, the following terms have the following meanings:

"Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.

"State" means the State, or a cooperative purchasing venture ("CPV") member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

"Data" has the meaning of "government data" in Minn. Stat. § 13.02, subd. 7.

"Not public data" has the meaning in Minn. Stat. § 13.02, subd. 8a.

"Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor's service(s); or (4) any similar or related incident. Provided, however, the parties acknowledge and agree that this section constitutes notice by Contractor to the State of the ongoing occurrence of incidents that may constitute Security Incident(s) but that are trivial and do not result in unauthorized access, use, or disclosure of State data, including without limitation pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to the State shall be required.

"Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

2.1 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request. Notwithstanding the foregoing or anything stated to the contrary throughout this Contract, Contractor may use any State data collected by Contractor in connection with State's use of Supplier's goods and services for its own internal business purposes and evaluation and improvement of the same; provided any such State data is aggregated and anonymized in a manner and format that does not identify nor permit for the identification of State or any of State's employees or representatives and that does not identify such data in any manner to State ("Deidentified Data").

All State data, including copies, summaries and derivative works thereof, but not including any Deidentified Data, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State's data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor

2.2 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than 72 hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, will up to an amount not to exceed \$2,000,000 indemnify, the State and its officers, and employees for and against any claims, damages, costs

and expenses related to any privacy incident or security incident involving any State data that results from Contractor's breach of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data that is caused by the Contractor's misconduct.

2.3 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy makes every effort to align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make a summary of its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies which may be summarized or redacted by Contractor in order to, in its sole discretion, protect its confidential and proprietary information. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

2.4 Data Management. Except as otherwise stated in this Contract, Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate, with the exception of SMART Software.

2.5 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

2.6 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

2.7 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit, with the exception of SMART and WTS Software.

2.8 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit:

(1) will be performed at least once every calendar year beginning with 2022;

(2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

2.9 Subcontractors and Third Parties. Except for any third-party web hosting providers, Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

2.10 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

2.11 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

2.12 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract, unless such termination or cancellation is (a) for non-payment, (b) because the State has supplied false information to Contractor with respect to NCOALink® processing and completion of the required Processing Acknowledgement Form, or (c) the United States Postal Service has determined that Contractor may no longer provide software or services to the State, the Contractor shall continue to provide for a period not to exceed sixty (60) days and in accordance with the then-current fee schedule, any then-existing Cloud Services the State needs to transfer its data, software and other assets to an alternate service or service provider.

2.13 Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State.

If any provision of this sub-section is found to violate any applicable laws, rules, or policies of Minnesota or any other jurisdiction, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and policies of Minnesota or any other jurisdiction.

2.14 Secure Coding. Contractor warrants that it has used best efforts to minimize any and all defects in materials, workmanship, and design of Cloud Services. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10. **2.14 Compliance with Data Privacy and Security Laws and Standards.** Contractor must comply with all requirements, restrictions, and conditions that apply to the Office of MN.IT Services in the July 1, 2015,

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws, as applicable to each product that processes and stores protected data. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contractor acknowledges that for the purposes of this Contract when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, currently available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, currently available online at: https://www.pcisecuritystandards.org/document_library.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.

For the term of this Contract, Contractor will maintain a FedRamp certification for SMART provided under this Contract.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME: _____ TITLE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: _____ TITLE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

ORDER ADDRESS:

STREET/PO BOX: _____
CITY/STATE: _____ ZIPCODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

REMIT-TO ADDRESS:

STREET/PO BOX: _____
CITY/STATE: _____ ZIPCODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____
TOLL FREE NUMBER: _____ E-MAIL: _____

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and, if applicable, \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a certificate holder:

- Workforce Certificate under the name: _____
- Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- Workforce Certificate Application date (MM/DD/YYYY): _____
- Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

We are Exempt:

- We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

Vendor/Supplier ID	Business Name	Name of Contracting Agency
Authorized Signatory Name	Title	Date
Signature	Email	Phone

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT**

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

- Coverage B – Employer's Liability
- \$100,000 Bodily Injury by Disease per Employee
- \$500,000 Bodily Injury by Disease Aggregate
- \$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. Automobile Liability Insurance: Required for vendors and any of their authorized dealers that perform on call/onsite services.

The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. General Liability Insurance:

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

- \$2,000,000 - Per Occurrence
- \$2,000,000 - Annual Aggregate
- \$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as an Additional Insured**

4. **Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy).**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

The following coverage shall be included:

State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Insurance certificate holder should be addressed as follows:

State of Minnesota
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155



Terms and Conditions

Quadiant Maintenance

Thank you for purchasing Maintenance Services from Quadiant, Inc., or its affiliate, ("Quadiant"). This document is a part of your Agreement with Quadiant and it provides additional details regarding Quadiant's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Quadiant agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Maintenance Services do not include consumable parts and/or wearable parts as defined by Quadiant. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Quadiant. Quadiant may, at its option, designate a third party to provide Maintenance Services. Quadiant, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are replaced by Quadiant while performing Maintenance Services become the property of Quadiant.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from Quadiant Leasing USA, Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.
- **Other Fees:**
In addition to the Maintenance Fees, Customer agrees to pay : (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Quadiant is not deemed necessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Quadiant's then-current published rates for time and materials. Charges for labor shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Quadiant may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

- **For Purchased Products:**
Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). ~~Unless~~ Customer provides ninety (90) days written notice to Quadiant prior to the end of the Initial Maintenance Term, or any renewal term), the Maintenance Services—can renew for an additional one (1) year term at Quadiant's then-current rate for such service.

- **For Leased Products:**
The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Quadiant of a need for service by contacting Quadiant in the manner directed by Quadiant. Quadiant may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadiant determines that on-site service is necessary, Quadiant shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIANT MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products (however service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Quadiant's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents or natural disasters;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Quadiant or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadiant;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits** for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Quadiant's specifications;
- Recovery of any customer data stored within Quadiant Products or the maintaining of any back-up data;
- Rebuilding or major overhauls which Quadiant determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadiant and application configuration and set-up. In the event Customer requests Quadiant to perform an Excluded Service, Customer shall pay Quadiant its then-current hourly rate for those services (including travel time), as well as Quadiant's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Quadiant's published specifications. Except as specified and approved by Quadiant, Customer shall not perform, or permit third parties to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Quadiant performing Maintenance Services.

USE OF QUADIANTSUPPLIES: If the Customer uses other than Quadiant supplies, and if such supplies are defective or unacceptable for use in Quadiant machines and cause abnormally frequent service calls or service problems, then Quadiant may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer uses only Quadiant authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Quadiant Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Quadient components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Quadient may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Quadient full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Quadient.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Quadient's prior written approval.

3 WHAT ELSE DO I NEED TO KNOW?

Quadient may terminate the Maintenance Services, upon written notice to Customer, if:

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Quadient Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Quadient.**

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

****Click [HERE](#) for recommended monthly volume limits.**



Terms and Conditions

Parcel Locker Maintenance Agreement

In this Parcel Locker Maintenance Program Agreement (the "Agreement"), the words "You" and "Your" mean the entity that is the Customer identified below and on the Sales Quote dated _____ ("Order Form"). "We," "Us" and "Our" mean the seller, Quadient, Inc.

- Coverage.** Maintenance services, as described herein, will be provided for the parcel locker(s) ("Product") at the Delivery Location. We agree to provide the parts and labor associated with the ordinary maintenance of the Product as required due to normal wear and tear for a maximum of up to sixteen (16) hours per year, as well as the help desk support services described below ("Maintenance Services"). After We have performed sixteen (16) hours of Maintenance Services, We shall bill You at Our then-current rate for any additional labor and any parts in connection with any additional services that it performs. Maintenance Services do not include consumable parts and/or wearable parts, if any, as defined by Us. Maintenance Service time shall be measured from the time the service personnel arrive on site to the time they depart. Travel time shall not be included in the allotted Maintenance Service time. Maintenance Services also include up to one (1) preventative maintenance call per year which We shall provide upon request from You. We may, at Our option, designate a third party to provide Maintenance Services. We, in Our sole discretion, may service the Product by replacing it with new or like-new Product; provided that such replacement is substantially similar to the Product. Maintenance Services will be provided between the hours of 8:30 a.m. and 5:00 p.m. on weekdays (excluding holidays) local time based on the location of the Product ("Normal Working Hours"). Any parts that are replaced by Us while performing Maintenance Services become the property of Us.
- Help Desk Support.** We will provide You with Unlimited telephone support for the Product during weekdays between the hours of 8:30 a.m. and 5:00 p.m. (excluding holidays).
- Payment and Fees.** You shall commence paying for the Maintenance Services when the Product is installed. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced in arrears either monthly or quarterly at the option of the Customer. The initial Maintenance Fees are set forth on the Order Form. In addition to the Maintenance Fees, You agree to pay: (a) for labor, parts, and expenses for any maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in Our opinion are deemed unnecessary; (collectively "Additional Charges"). All Additional Charges shall be at Our then-current published rates for time and materials. Charges for labor for Additional Charges shall include travel expenses (including travel time, gas, tolls, mileage, etc.) All payments for Maintenance Services and Additional Charges are nonrefundable. We may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term. Fees will not exceed a 4% increase over previous term.
- Term.** Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless You provides ninety (90) days written notice to Us prior to the end of the Initial Maintenance Term, or any renewal term, the Maintenance Services shall automatically renew for an additional one (1) year term at Our then-current rate for such service.

5. Requesting Maintenance Services. In order to receive Maintenance Services on the Product, You must notify Us of a need for service by contacting Us or, if directed by Us, another authorized service provider, in the manner directed by Us. We may, in Our sole discretion, attempt to resolve Product performance issues over the telephone. If We determine that on-site service is necessary, We shall provide such on-site service in accordance with the terms set forth herein.
6. Exclusions from Coverage. Maintenance Services do not include:
- De-installation of the Product, or moving the Product (however, these services are available for an additional fee);
 - Services provided outside of Normal Working Hours (however, service is available outside of those hours for an additional fee);
 - Maintenance or repairs made necessary by the Your failure to maintain or use the Product in conformance with the manufacturer's specifications;
 - Maintenance or repairs made necessary by changes in the design of the Product made by You or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Product by You;
 - Maintenance or repairs made necessary by vandalism, accidents or natural disasters;
 - Maintenance or repairs made necessary by Your negligence or willful misconduct;
 - Maintenance or repairs made necessary by software that is installed in the Product by You (and not at Our direction);
 - Maintenance or repairs made necessary by changes to the Product made by You or anyone other than Us or Our authorized service representatives;
 - Damage or repair necessitated by relocation of the Product except to the extent such relocation was done by Us or our authorized service representatives;
 - Maintenance or repairs made necessary by the use of parts, consumables, or other supplies that do not comply with the manufacturer's specifications;
 - Recovery of any data stored within the Product or the maintaining of any back- up data;
 - Rebuilding or major overhauls to the Product which We determine are necessary ("Reconditioning"); and
 - Any assistance with obtaining any permits, licenses, or similar authorizations that may be required in connection with the installation or operation of the Product (however, such service is available for an additional fee).

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Us upon installation. In the event You request Us to perform an Excluded Service, You shall pay Us Our then-current hourly rate for those services (including travel time), as well as Our then-current price for any parts required in connection with such services.

7. Your Other Obligations. You agree to maintain the Product in accordance with the manufacturer's published specifications. You are solely responsible for all data stored on the Product and making copies of all such data prior to Us performing Maintenance Services. You shall provide a suitable environment for the Product (including appropriate electrical and internet connections) as specified by the manufacturer. You shall allow Us full and free access to the Product and the use of necessary data communications facilities and equipment at no charge to Us. You shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Product without Our prior written approval.

- 8. Termination. We may terminate the Maintenance Services, upon written notice to You, if: (i) You default on any payment due under this Agreement; (ii) the Product is modified, damaged, altered or serviced by personnel other than the Us or Our authorized service representatives; (iii) parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Product; (iv) any services are necessary because You have done (or failed to do) something that requires the performance of an Excluded Service; or (v) You decide not to proceed with any Reconditioning that is deemed necessary by Us.
- 9. Disclaimer. We shall not be liable in any manner for any property that may be stored within the Product.

The parties have caused this Parcel Locker Maintenance Program Agreement to be executed by their duly authorized representatives on the date(s) shown below.

Customer

Quadient, Inc.

Signature_____

Signature_____

Printed_____

Printed_____

Title_____

Title_____

Date_____

Date_____



Terms and Conditions

Minnesota

GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, Quadiant Leasing USA, Inc. "Supplier" refers to either Quadiant, Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-

CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears either monthly or quarterly at the option of the Customer as stated on the Order Form.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties and Notice of Reused Components. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier. GUIDED BY QUADIANT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadiant.com/about-us/sustainable-design-and-manufacturing>.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY MAINTENANCE, SERVICE, SOFTWARE LICENSE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within thirty (30) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is

a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY,

"PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES

RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices, requests and other communications to Us shall be in writing and sent to: Quadiant Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or

(ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Minnesota, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in Ramsey County, Minnesota.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware

Products that are subject to this Lease to You on an "as is, where is" basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at any time and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Quadient's Postage Meter Rental Agreement shall govern your rental of such postage meter.



Terms and Conditions

POSTAGE METER RENTAL AGREEMENT

1. **Postage Meter Rental.** In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement order form ("Order Form"). "We," "Us" and "Our" mean Quadiant, Inc. You agree to rent from Us the postage meter identified on the Order Form, as well as any other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, additions and repairs, (the "Postage Meter") upon the terms stated herein.
2. **Provisions as to Use and Notice of Reused Components.** You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You. GUIDED BY QUADIANT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadiant.com/about-us/sustainable-design-and-manufacturing>.
3. **Rental Fee, Payment and Term.** The initial rental term for the Postage Meter is set forth on the Order Form ("Initial Term"). The rental fee for the Initial Term is also set forth on the Order Form. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the Order Form in accordance with the payment schedule set forth thereon, plus all other amounts stated on the Order Form or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the invoice remains unpaid. You agree to pay Us the then-current fee charged by Our financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless, at least ninety (90) days before the end of the Initial Term, You: (i) notify Us that You intend to return the Postage Meter at the end of the Initial Term by calling 1-800-636-7678; and (ii) send written notice to Us in the manner We instruct You when You call, this Rental Agreement will automatically renew on a quarter-to-quarter basis, except as prohibited by law, at the then-current payment amount for such Postage Meter (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.
4. **Return of Postage Meter and Products.** Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Postage Meter and any other products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the ERA from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).
5. **Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.
6. **Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.
7. **Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.
8. **Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to Quadiant Finance USA, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us
9. **Rate Updates.**
 - A. **Maintenance of Postal Rates.** It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be

responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

- B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.

For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered product or Software; and

(ii) updates for major zip or zone changes that are compatible with Your covered product or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

10. United States Postal Service Acknowledgement of Deposit Requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

11. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent

or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.

- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

12. Taxes. You agree to pay for all applicable taxes related to the sale or rental of any products or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the products and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

13. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

14. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS RENTAL AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

15. Assignment. No right or interest in this Rental Agreement may be assigned by You, without Our prior written consent.

16. Notice. All notices related to this Rental Agreement to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Rental Agreement shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address").

17. Integration. This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

18. Severability. In the event any provision of this Rental Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected

or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental Agreement.

20. Choice of Law; Venue; and Attorney's Fees. This Rental Agreement shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Rental Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Rental Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

POSTAGE FUNDING ACCOUNT AGREEMENT

- 1. Incorporation of Certain Terms.** You acknowledge that You have entered a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). If you have an eligible Postage Meter, then you will have access to a postage funding account and this Postage Funding Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Quadient Finance USA, Inc., an affiliate of Quadient, Inc. Sections 10 through 19 of the Rental Agreement are hereby incorporated into this Account Agreement except that any reference in those sections to the "Rental Agreement" refers to this Account Agreement.
- 2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Quadient Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.
- 3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. is authorized to provide, Quadient, Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement.

If the Account is used to acquire products or services that Quadient Inc. is authorized to provide, then We shall pay the applicable amount to Quadient, Inc. and add such amount to Your Account balance.

- 4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.
- 5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.
- 6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.
- 7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other

legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. **Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc., Quadient Leasing USA, Inc.
9. **Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.
10. **Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.
11. **Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Minnesota.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. **Incorporation of Certain Terms.** You acknowledge that You have entered a Postage Meter Rental Agreement with Quadient, Inc. (the "Rental Agreement"). Any defined terms in the Rental Agreement shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"). Sections 12 through 20 of the Rental Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Rental Agreement" refers to this OSS Agreement.
2. **License Grant and Additional Terms.** In exchange for the license fees that are included in Your Rental Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Postage Meter and other products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Postage Meter and other products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.quadient.com/software-terms and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on

the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. **Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.
4. **Use of Websites and SaaS Services.** Quadient, Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain content and/or services available to You via the Internet ("Websites") in order to provide You with certain services, including, but not limited to, software as a service solutions. If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or subscription terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.



Terms and Conditions

Minnesota

PRODUCT PURCHASE AGREEMENT

In this Product Purchase Agreement (the "Purchase Agreement"), the words "You" and "Your" mean the entity that is the Customer identified on the Product Purchase Agreement order form ("Order Form"). "We," "Us" and "Our" mean the seller, Quadiant, Inc. ("Quadiant").

1. **Purchase of Products.** You agree to purchase from Us the hardware products, software licenses and services listed on the Order Form, together with all existing accessories, attachments, replacements, and additions (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. This Purchase Agreement is binding on You as of the date You sign it. This Purchase Agreement is not binding on Us until We sign it or until the Products are shipped, whichever happens first.
2. **Payment Terms.** You promise to pay to Us the amounts shown on the Order Form, plus all other amounts stated herein. Payment is due thirty (30) days after the date of Our invoice. We may charge You interest on any unpaid amounts at the lesser of eighteen percent (18%) per year or the maximum amount permitted by law. In addition, if any check is dishonored, You shall pay Us Our then-current fee for checks returned unpaid.
3. **Shipping; Delivery; and Security Interest.** Products shall be shipped from Our shipping dock, freight collect to the Installation Address specified on the Order Form or, if no such location is specified, to Your Billing Address. Your acceptance of the Products occurs upon delivery of the Products. Title and risk of loss shall pass to You upon delivery to the first common carrier. You will pay all costs relating to transportation, delivery, duties, and insurance. You hereby grant to Us a purchase money security interest covering each shipment of Products made hereunder (and any proceeds thereof) in the amount of Our invoice until payment in full is received by Us.
4. **Warranty and Notice of Reused Components.** We warrant that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery. GUIDED BY QUADIANT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadiant.com/about-us/sustainable-design-and-manufacturing>.
5. **Taxes.** You agree to pay for all applicable taxes related to the sale of any Products and, if applicable, the rental of any postage meter, as well as any taxes applicable to Your possession, and/or use of the Products. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing, and tracking of such charges and taxes.
6. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCTS, POSTAGE METER, SOFTWARE, HARDWARE, OR SERVICE, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT,

WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

8. **Assignment.** No right or interest in this Purchase Agreement may be assigned by You, without Our prior written consent.

9. **Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt.

10. **Integration.** This Purchase Agreement represents the final and only agreement between You and Us regarding Your purchase of the Products. There are no unwritten oral agreements between You and Us. This Purchase Agreement can be changed only by a signed, written agreement between You and Us.

11. **Severability.** In the event any provision of this Purchase Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

12. **Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Purchase Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Purchase Agreement.

13. **Choice of Law; Venue; and Attorney's Fees.** This Purchase Agreement shall be governed under the laws of the State of Minnesota, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in Ramsey County, Minnesota .

MAINTENANCE AGREEMENT

1 Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc., or one of its affiliates (“Purchase Agreement”). Any defined terms in the Purchase Agreement shall have the same meanings in this Maintenance Agreement. Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the “Purchase Agreement” refer to this Maintenance Agreement

2 Quadient’s Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Quadient, Inc. will provide maintenance services for the Products for twelve (12) months (the “Initial Maintenance Term”) in accordance with Quadient’s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. The current version of those terms and conditions are available at www.quadient.com/usa-maintenance-program-terms. You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference and that You shall be bound by such terms as if they were fully stated herein. At the end of the Initial Maintenance Term, each year We will send You an invoice for an additional year of maintenance services. By paying such invoice, You agree to continue the maintenance service in accordance with this Maintenance Agreement. All maintenance payments are non-refundable. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3 Auto Ink Program. If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the “Program”), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your Postage Funding Account, You may opt out of the Program at any time by sending an email to CIMneworders@quadient.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1 Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc. (the “Purchase Agreement”). Any defined terms in the Purchase Agreement shall have the same meanings in this Online Services and Software Agreement (“OSS Agreement”). Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the “Purchase Agreement” refers to this OSS Agreement.

2 License Grant and Additional Terms. In exchange for the license fees that are included in Your Purchase Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.quadient.com/software-terms and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the

applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3 Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively “Software Maintenance”). At the conclusion of each year of Software Maintenance, the Software Maintenance will renew upon written mutual agreement at Our then- current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4 Use of Websites and SaaS Services. Quadient, Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain content and/or services available to You via the Internet (“Websites”) in order to provide You with certain services, including, but not limited to, software as a service solutions. If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or subscription terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time (“Supplemental Terms”). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.



REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/2026	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Budget Report		estimated time needed:	5 minutes
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

For information only

Background Information:

See attached budget report

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

IFX
1/27/26

10:24AM

*** **Redwood County** ***



REVENUES & EXPENDITURES BUDGET REPORT

Budget Name for Report: 2026 BUDGET (ORIGINAL) ORIG
Include on the Report: 1 B - Both Revenues And Expenditures
E - Expenditure Accounts Only
R - Revenue Accounts Only

Report Thru: 01/2026

Save Report: N

Comment:

Page Break Option: 1 1 - Page Break by FUND
2 - Page Break by DEPT
Report Basis: 2 1 - Cash
2 - Modified Accrual
3 - Full Accrual

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2026

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>8% % of BDG</u>
301 DEPT ROAD & BRIDGE ADMINISTRATION					
----- REVENUES -----					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	0.00	0.00	2,755,512.00-	0
03-301-000-0000-5015	WHEELAGE TAX	0.00	0.00	360,000.00-	0
03-301-000-0000-5016	LOCAL SALES TAX	0.00	0.00	1,174,000.00-	0
03-301-000-0000-5020	SEVERED MINERAL TAXES	0.00	0.00	6.00-	0
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	0.00	6,602.00-	0
03-301-000-0000-5208	MARKET VALUE CREDIT	0.00	0.00	59,652.00-	0
03-301-000-0000-5225	SPECIAL TOWN BRIDGE	0.00	0.00	2,144,585.00-	0
03-301-000-0000-5230	TOWN BRIDGE REVENUE	0.00	0.00	1,298,687.00-	0
03-301-000-0000-5235	TOWN ROAD REVENUE	0.00	0.00	850,340.00-	0
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	0.00	0.00	2,412,644.00-	0
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	0.00	0.00	372,735.00-	0
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	0.00	0.00	3,773,093.00-	0
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	0.00	0.00	1,729,219.00-	0
03-301-000-0000-5247	ST. OF MN - BRIDGE INSPECTION REIM	0.00	0.00	22,044.00-	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	0.00	0.00	4,188,082.00-	0
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	0.00	0.00	2,825,250.00-	0
03-301-000-0000-5502	FEES & SERVICES	0.00	0.00	12,089.00-	0
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	150.00-	150.00-	27,400.00-	1
03-301-000-0000-5810	LAND LEASE & RENTAL	0.00	0.00	50.00-	0
03-301-000-0000-5850	SALES OF MATERIALS	0.00	0.00	158,367.00-	0
03-301-000-0000-5920	SALE OF CAPITAL ASSET	930.00-	930.00-	0.00	0
----- EXPENDITURES -----					
03-301-000-0000-6103	SALARIES & WAGES-REGULAR	0.00	0.00	400,875.00	0
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	647.00	0
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	0.00	0.00	78,060.00	0
03-301-000-0000-6160	MN PAID LEAVE	0.00	0.00	1,764.00	0
03-301-000-0000-6163	PERA-COUNTY SHARE	0.00	0.00	30,066.00	0
03-301-000-0000-6172	WORKERS' COMPENSATION	35,953.00	35,953.00	35,550.00	101
03-301-000-0000-6175	FICA-COUNTY SHARE	0.00	0.00	24,854.00	0
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	0.00	0.00	5,813.00	0
03-301-000-0000-6202	TELEPHONE/FAX EXPENSE	1,030.87	1,030.87	19,720.00	5
03-301-000-0000-6210	POSTAGE	0.00	0.00	2,044.00	0
03-301-000-0000-6230	PRINTING & PUBLISHING	0.00	0.00	2,039.00	0
03-301-000-0000-6235	DOR LOCAL SALES TAX COSTS	0.00	0.00	7,318.00	0

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2026

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Status</u>	<u>Quarter</u> <u>To Date</u>	<u>Year</u> <u>To Date</u>	<u>Percent of Year</u> <u>Budget</u>	<u>8%</u> <u>% of</u> <u>BDG</u>
03-301-000-0000-6242	DUES	0.00	0.00	3,755.00	0
03-301-000-0000-6262	STATE AUDIT	0.00	0.00	700.00	0
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	0.00	0.00	15,679.00	0
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.	0.00	0.00	1,550.00	0
03-301-000-0000-6331	MILEAGE	0.00	0.00	87.00	0
03-301-000-0000-6332	STAFF DEVELOPMENT	0.00	0.00	6,000.00	0
03-301-000-0000-6334	LODGING & EXPENSE	0.00	0.00	3,033.00	0
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY	108,456.00	108,456.00	119,975.00	90
03-301-000-0000-6401	OFFICE SUPPLIES	0.00	0.00	5,827.00	0
03-301-000-0000-6507	MISCELLANEOUS EXPENSES	1,360.00	1,360.00	1,239.00	110
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL	0.00	0.00	9,668.00-	0
0 PROGRAM	Totals ...	Revenue 1,080.00-	1,080.00-	24,170,357.00-	0
		Expend. 146,799.87	146,799.87	756,927.00	19
		Net 145,719.87	145,719.87	23,413,430.00-	1-
301 DEPT	Totals ROAD & BRIDGE ADMINISTRATION	Revenue 1,080.00-	1,080.00-	24,170,357.00-	0
		Expend. 146,799.87	146,799.87	756,927.00	19
		Net 145,719.87	145,719.87	23,413,430.00-	1-
310 DEPT	HIGHWAY MAINTENANCE				
----- REVENUES -----					
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	12,101.00-	0
----- EXPENDITURES -----					
03-310-000-0000-6103	SALARIES & WAGES-REGULAR	0.00	0.00	1,152,785.00	0
03-310-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	41,397.00	0
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	0.00	40,109.00	0
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	132.00	0
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	0.00	0.00	367,572.00	0
03-310-000-0000-6160	MN PAID LEAVE	0.00	0.00	5,431.00	0
03-310-000-0000-6163	PERA-COUNTY SHARE	0.00	0.00	89,467.00	0
03-310-000-0000-6175	FICA-COUNTY SHARE	0.00	0.00	76,526.00	0
03-310-000-0000-6176	MEDICARE-COUNTY SHARE	0.00	0.00	17,897.00	0
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE	0.00	0.00	390.00	0
03-310-000-0000-6292	CONTRACT PAYMENTS	5,416.00	5,416.00	130,000.00	4
03-310-000-0000-6332	STAFF DEVELOPMENT	0.00	0.00	14,000.00	0
03-310-000-0000-6341	EQUIPMENT RENTAL	0.00	0.00	100,000.00	0
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS	0.00	0.00	1,384,942.00	0
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	0.00	55,592.00	0
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION	0.00	0.00	859,340.00	0

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2026

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>8% % of BDG</u>
03-310-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	214,037.72	214,037.72	1,044,843.00	20
03-310-000-0000-6910	TRANSFERS IN	0.00	0.00	1,046,869.00-	0
0 PROGRAM	Totals ...	0.00	0.00	12,101.00-	0
		Revenue			
		Expend.	219,453.72	219,453.72	4,333,554.00
		Net	219,453.72	219,453.72	4,321,453.00
310 DEPT	Totals HIGHWAY MAINTENANCE	0.00	0.00	12,101.00-	0
		Revenue			
		Expend.	219,453.72	219,453.72	4,333,554.00
		Net	219,453.72	219,453.72	4,321,453.00
320 DEPT	HIGHWAY CONSTRUCTION & ENGINEERING				
----- REVENUES -----					
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	120,000.00-	0
03-320-000-0000-5383	MN IT SERVICES GEOSPATIAL INFO OFF GRAN	0.00	0.00	100,000.00-	0
----- EXPENDITURES -----					
03-320-000-0000-6103	SALARIES & WAGES-REGULAR	0.00	0.00	259,225.00	0
03-320-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	13,500.00	0
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	0.00	14,908.00	0
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	51.00	0
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	0.00	0.00	82,320.00	0
03-320-000-0000-6160	MN PAID LEAVE	0.00	0.00	1,266.00	0
03-320-000-0000-6163	PERA-COUNTY SHARE	0.00	0.00	20,560.00	0
03-320-000-0000-6175	FICA-COUNTY SHARE	0.00	0.00	17,833.00	0
03-320-000-0000-6176	MEDICARE-COUNTY SHARE	0.00	0.00	4,171.00	0
03-320-000-0000-6230	PRINTING & PUBLISHING	0.00	0.00	57.00	0
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	0.00	0.00	1,717,014.00	0
03-320-000-0000-6292	CONTRACT PAYMENTS	931,385.91	931,385.91	17,775,722.00	5
03-320-000-0000-6331	MILEAGE	0.00	0.00	47.00	0
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS	0.00	0.00	120,000.00	0
03-320-000-0000-6367	RIGHT OF WAY-TEMP.EASE.& OTHER	0.00	0.00	20,000.00	0
03-320-000-0000-6505	ENG. & CONST.MATERIALS & SUPPLIESS	5,255.00	5,255.00	44,435.00	12
----- REVENUES -----					
03-320-000-2720-5240	2021A GO BOND INTEREST REIM - REG MAINT	0.00	0.00	179,900.00-	0
03-320-000-2720-5244	2021A GO BOND PRINCIPAL REIM - REG CONST	0.00	0.00	340,000.00-	0
----- EXPENDITURES -----					
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS	0.00	0.00	340,000.00	0
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS	0.00	0.00	179,900.00	0

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2026

Report Basis: Modified Accrual

				Percent of Year		8%
<u>Account Number</u>		<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of BDG</u>
0 PROGRAM	Totals ...	Revenue	0.00	0.00	739,900.00-	0
		Expend.	936,640.91	936,640.91	20,611,009.00	5
		Net	936,640.91	936,640.91	19,871,109.00	5
320 DEPT	Totals HIGHWAY CONSTRUCTION & ENGINEERING	Revenue	0.00	0.00	739,900.00-	0
		Expend.	936,640.91	936,640.91	20,611,009.00	5
		Net	936,640.91	936,640.91	19,871,109.00	5
330 DEPT	EQUIPMENT MAINTENANCE & SHOP					
----- EXPENDITURES -----						
03-330-000-0000-6103	SALARIES & WAGES-REGULAR		0.00	0.00	140,209.00	0
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME		0.00	0.00	5,261.00	0
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		0.00	0.00	29,496.00	0
03-330-000-0000-6160	MN PAID LEAVE		0.00	0.00	640.00	0
03-330-000-0000-6163	PERA-COUNTY SHARE		0.00	0.00	10,910.00	0
03-330-000-0000-6175	FICA-COUNTY SHARE		0.00	0.00	9,019.00	0
03-330-000-0000-6176	MEDICARE-COUNTY SHARE		0.00	0.00	2,109.00	0
03-330-000-0000-6251	UTILITIES		0.00	0.00	81,619.00	0
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE		41.57	41.57	99,065.00	0
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT		0.00	0.00	34,216.00	0
03-330-000-0000-6332	STAFF DEVELOPMENT		0.00	0.00	64.00	0
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES		0.00	0.00	65,445.00	0
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES		0.00	0.00	212,062.00	0
03-330-000-0000-6504	FUEL		16,364.62	16,364.62	432,296.00	4
03-330-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)		3,570.00	3,570.00	0.00	0
0 PROGRAM	Totals ...	Revenue				
		Expend.	19,976.19	19,976.19	1,122,411.00	2
		Net	19,976.19	19,976.19	1,122,411.00	2
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP	Revenue				
		Expend.	19,976.19	19,976.19	1,122,411.00	2
		Net	19,976.19	19,976.19	1,122,411.00	2
3 FUND	Totals ROAD AND BRIDGE	Revenue	1,080.00-	1,080.00-	24,922,358.00-	0
		Expend.	1,322,870.69	1,322,870.69	26,823,901.00	5
		Net	1,321,790.69	1,321,790.69	1,901,543.00	70
FINAL TOTALS	100 Accounts	Revenue	1,080.00-	1,080.00-	24,922,358.00-	0
		Expend.	1,322,870.69	1,322,870.69	26,823,901.00	5
		Net	1,321,790.69	1,321,790.69	1,901,543.00	70



REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/2026	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Approve bills		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve Highway Department bills

Background Information:

.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Print List in Order By: 1 1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	1949 ALPHA WIRELESS COMMUNICATIONS CO 03-301-000-0000-6291		6,528.00	Annual Radio Maint	32497	PROFESSIONAL & TECHNICAL SER	N
	1949 ALPHA WIRELESS COMMUNICATIONS CO		6,528.00	1 Transactions			
2	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6503		578.48	Repair Parts	31275108	EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		578.48	1 Transactions			
3	8414 BRAUN INTERTEC CORP 03-320-000-0000-6291		2,448.00	Professional Engineering	1002959	PROFESSIONAL & TECHNICAL SER	N
	8414 BRAUN INTERTEC CORP		2,448.00	1 Transactions			
4	9031 BUILDING FASTENERS OF MINNESOTA INC 03-330-000-0000-6502		68.41	Shop Supplies	80029411-00	SHOP MATERIALS & SUPPLIES	N
	9031 BUILDING FASTENERS OF MINNESOTA INC		68.41	1 Transactions			
5	10065 CARAHSOFT TECHNOLOGY CORPORATION 03-301-000-0000-6310		1,198.00	Sign CAD	52687685	OFFICE EQUIPMENT REPAIR & MAIN	N
	10065 CARAHSOFT TECHNOLOGY CORPORATION		1,198.00	1 Transactions			
6	13055 COLUMN SOFTWARE PBC 03-301-000-0000-6230		115.39	General Legal and Public Notic		PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		115.39	1 Transactions			
8	20730 ECOWATER SYSTEMS OF REDWOOD FALL 03-301-000-0000-6401		46.00	Office Supplies	144795	OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		46.00	1 Transactions			
9	21500 ELECTRIC MOTOR COMPANY 03-330-000-0000-6502		69.85	Shop Supplies	150004	SHOP MATERIALS & SUPPLIES	N
	21500 ELECTRIC MOTOR COMPANY		69.85	1 Transactions			
7	22525 EPOXY CO LLC 03-330-000-0000-6305		2,254.88	Repair Epoxy Floor	2008	BLDG - REPAIRS & MAINTENANCE	Y
	22525 EPOXY CO LLC		2,254.88	1 Transactions			
10	22283 ETTERMAN ENTERPRISES INC 03-330-000-0000-6502		486.72	Shop Supplies	380119	SHOP MATERIALS & SUPPLIES	N
	22283 ETTERMAN ENTERPRISES INC		486.72	1 Transactions			

*** **Redwood County** ***



3 ROAD AND BRIDGE

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
11	26651 FRONTIER PRECISION, INC 03-320-000-0000-6505		239.50	Battery for GPS	341052	ENG. & CONST.MATERIALS & SUPPLI N
	26651 FRONTIER PRECISION, INC		239.50	1 Transactions		
12	37640 INNOVATIVE OFFICE SOLUTIONS LLC 03-301-000-0000-6401		115.91	Office Supplies	5023210	OFFICE SUPPLIES N
	37640 INNOVATIVE OFFICE SOLUTIONS LLC		115.91	1 Transactions		
13	43095 JOHN DEERE FINANCIAL 03-330-000-0000-6503		47.19	Repair Part		EQUIPMENT REPAIR PARTS & SUPP N
	43095 JOHN DEERE FINANCIAL		47.19	1 Transactions		
14	57470 MN DEPT OF PUBLIC SAFETY 03-330-000-0000-6305		25.00	Hazardous Materials Fee		BLDG - REPAIRS & MAINTENANCE N
	57470 MN DEPT OF PUBLIC SAFETY		25.00	1 Transactions		
15	57450 MN TRANSPORTATION ALLIANCE 03-301-000-0000-6242		2,978.00	Annual Membership Dues	P26-2042	DUES N
	57450 MN TRANSPORTATION ALLIANCE		2,978.00	1 Transactions		
16	64505 OLSEN CHAIN & CABLE CO, INC 03-330-000-0000-6305		143.33	Annual Hoist Inspection	736581	BLDG - REPAIRS & MAINTENANCE N
	64505 OLSEN CHAIN & CABLE CO, INC		143.33	1 Transactions		
17	71300 PITNEY BOWES GLOBAL 03-301-000-0000-6210		164.79	Postage Machine Lease		POSTAGE N
	71300 PITNEY BOWES GLOBAL		164.79	1 Transactions		
18	71900 PLUNKETT'S PEST CONTROL INC 03-330-000-0000-6305		702.28	Annual Pest Control - Lamberto		BLDG - REPAIRS & MAINTENANCE N
	71900 PLUNKETT'S PEST CONTROL INC		702.28	1 Transactions		
19	78815 RSS GROUP INTERNATIONAL INC 03-330-000-0000-6502		388.98	Shop Supplies		SHOP MATERIALS & SUPPLIES N
	78815 RSS GROUP INTERNATIONAL INC		388.98	1 Transactions		
20	76758 RTS LLC 03-330-000-0000-6306		30.00	Tire Repair	24095	MAINTENANCE - EQUIPMENT Y
	76758 RTS LLC		30.00	1 Transactions		

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21	79500 RUNNINGS FARM & FLEET 03-310-000-0000-6501		27.96	Sign Shop Supplies		ROAD MAINTENANCE SUPPLIES & M	N
22	03-330-000-0000-6305		49.99	Mailbox		BLDG - REPAIRS & MAINTENANCE	N
23	03-330-000-0000-6502		431.90	Shop Supplies - Milroy Shop		SHOP MATERIALS & SUPPLIES	N
	79500 RUNNINGS FARM & FLEET		509.85	3 Transactions			
24	80075 SAFETY-KLEEN SYSTEMS INC 03-330-000-0000-6502		144.96	Parts Washer		SHOP MATERIALS & SUPPLIES	N
	80075 SAFETY-KLEEN SYSTEMS INC		144.96	1 Transactions			
25	80084 SALFER WELDING MFG & REPAIR LLC 03-330-000-0000-6306		186.75	Repair Tailgate Pin	027951	MAINTENANCE - EQUIPMENT	Y
	80084 SALFER WELDING MFG & REPAIR LLC		186.75	1 Transactions			
26	88743 TRUCK CENTER COMPANIES EAST LLC 03-330-000-0000-6503		159.17	Repair Part		EQUIPMENT REPAIR PARTS & SUPP	Y
	88743 TRUCK CENTER COMPANIES EAST LLC		159.17	1 Transactions			
27	90661 VALLEY EARTHWORKS INC 03-310-000-0000-6341		870.00	Blading		EQUIPMENT RENTAL	N
28	03-310-000-0000-6341		1,305.00	Blading	1443	EQUIPMENT RENTAL	N
	90661 VALLEY EARTHWORKS INC		2,175.00	2 Transactions			
29	91230 VESTIS SERVICES LLC 03-330-000-0000-6502		229.92	Uniforms, Mats, Shop Towels		SHOP MATERIALS & SUPPLIES	Y
	91230 VESTIS SERVICES LLC		229.92	1 Transactions			
30	93290 WESTMAN PARTS COMPANY LLC dba NAP, 03-330-000-0000-6503		74.99	Repair Part	847438	EQUIPMENT REPAIR PARTS & SUPP	N
	93290 WESTMAN PARTS COMPANY LLC dba NAP,		74.99	1 Transactions			
31	99200 Z DOORMEN LLC 03-330-000-0000-6305		260.00	Garage Door Remotes		BLDG - REPAIRS & MAINTENANCE	Y
	99200 Z DOORMEN LLC		260.00	1 Transactions			
32	99290 ZIEGLER INC 03-330-000-0000-6503		5,133.66	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
33	03-330-000-0000-6503		60.04	Oil & Fuel Filters		EQUIPMENT REPAIR PARTS & SUPP	N
34	03-330-000-0000-6503		332.17	Door Glass		EQUIPMENT REPAIR PARTS & SUPP	N
35	03-330-000-0000-6503		325.11	Switch Assembly		EQUIPMENT REPAIR PARTS & SUPP	N

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*** **Redwood County** ***



3 ROAD AND BRIDGE

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
36	03-330-000-0000-6503		219.40	Wiring Harness		EQUIPMENT REPAIR PARTS & SUPP	N
	99290 ZIEGLER INC		6,070.38		5 Transactions		
3 Fund Total:			28,439.73	ROAD AND BRIDGE	29 Vendors	36 Transactions	
Final Total:			28,439.73	29 Vendors	36 Transactions		

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	28,439.73	ROAD AND BRIDGE
All Funds	28,439.73	Total

Approved by,

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REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/2026	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Approve AP bills		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve Highway Department AP bills

Background Information:

.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

Administrators Comments:

(Empty comment box)

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Print List in Order By: 1 1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** **Redwood County** ***



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3 ROAD AND BRIDGE

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 2

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6502		622.98	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
1	03-330-000-0000-6503		43.98	Oil Filters		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		666.96	2 Transactions			
3	7570 BOLTON & MENK INC 03-320-000-0000-6291		50,927.00	PLSS Remonumentation Grant	0378865	PROFESSIONAL & TECHNICAL SERV	N
	7570 BOLTON & MENK INC		50,927.00	1 Transactions			
4	8414 BRAUN INTERTEC CORP 03-320-000-0000-6291		520.00	Professional Engineering	1002959	PROFESSIONAL & TECHNICAL SERV	N
	8414 BRAUN INTERTEC CORP		520.00	1 Transactions			
5	22283 ETTERMAN ENTERPRISES INC 03-330-000-0000-6502		127.70	Shop Supplies	380120	SHOP MATERIALS & SUPPLIES	N
	22283 ETTERMAN ENTERPRISES INC		127.70	1 Transactions			
6	24589 FARMWARD COOPERATIVE 03-330-000-0000-6502		500.00	DEF - Various Shops	14055379	SHOP MATERIALS & SUPPLIES	N
	24589 FARMWARD COOPERATIVE		500.00	1 Transactions			
7	29675 GMS INDUSTRIAL SUPPLIES INC 03-330-000-0000-6502		6.00	Washers	136259	SHOP MATERIALS & SUPPLIES	N
	29675 GMS INDUSTRIAL SUPPLIES INC		6.00	1 Transactions			
8	31990 H & L MESABI CO 03-330-000-0000-6503		700.50	Curb Runners		EQUIPMENT REPAIR PARTS & SUPP	N
9	03-330-000-0000-6503		700.50	Curb Runners	15841	EQUIPMENT REPAIR PARTS & SUPP	N
	31990 H & L MESABI CO		1,401.00	2 Transactions			
10	53227 LOFFLER COMPANIES INC 03-301-000-0000-6310		45.73	Copier Maint Contract	5228544	OFFICE EQUIPMENT REPAIR & MAIN	N
	53227 LOFFLER COMPANIES INC		45.73	1 Transactions			
11	57390 MN DEPT OF LABOR & INDUSTRY 03-330-000-0000-6305		25.00	Pressure Vessel		BLDG - REPAIRS & MAINTENANCE	N
	57390 MN DEPT OF LABOR & INDUSTRY		25.00	1 Transactions			
12	57397 MN DEPT OF TRANSPORTATION 03-320-000-0000-6291		394.48	Material Testing & Inspection	P00021010	PROFESSIONAL & TECHNICAL SERV	N



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
57397	MN DEPT OF TRANSPORTATION		394.48		1 Transactions		
79500	RUNNINGS FARM & FLEET						
13	03-330-000-0000-6502		26.95	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
14	03-330-000-0000-6503		28.16	Hose Nozzle		EQUIPMENT REPAIR PARTS & SUPP	N
79500	RUNNINGS FARM & FLEET		55.11		2 Transactions		
80695	SCOTTS LAWN SERVICE & SNOW REMOVA						
15	03-310-000-0000-6341		2,235.00	Mowing Normandale/Dekalb - Sep	10777	EQUIPMENT RENTAL	Y
80695	SCOTTS LAWN SERVICE & SNOW REMOVA		2,235.00		1 Transactions		
83680	STONEBROOKE ENGINEERING, INC						
16	03-320-000-0000-6291		25,767.85	Professional Engineering	2202.00-2,-3	PROFESSIONAL & TECHNICAL SER	N
83680	STONEBROOKE ENGINEERING, INC		25,767.85		1 Transactions		
86020	TBEI						
18	03-330-000-0000-6503		523.20	Spinner Motor for Sander		EQUIPMENT REPAIR PARTS & SUPP	N
19	03-330-000-0000-6503		1,648.23	Spinner & Auger Motor for Sand	LC00099296	EQUIPMENT REPAIR PARTS & SUPP	N
86020	TBEI		2,171.43		2 Transactions		
88135	TOTAL GLASS OF REDWOOD FALLS INC						
20	03-330-000-0000-6306		375.00	Windshield Replacement		MAINTENANCE - EQUIPMENT	N
21	03-330-000-0000-6503		629.63	Windshield - MCIT #25PC1837		EQUIPMENT REPAIR PARTS & SUPP	N
22	03-330-000-0000-6503		372.23	Windshield - MCIT #25PC1836	25801	EQUIPMENT REPAIR PARTS & SUPP	N
88135	TOTAL GLASS OF REDWOOD FALLS INC		1,376.86		3 Transactions		
88971	TRACY BUILDERS SUPPLY INC						
17	03-330-000-0000-6305		464.40	Steel Door - Milroy Shop	B64775	BLDG - REPAIRS & MAINTENANCE	Y
88971	TRACY BUILDERS SUPPLY INC		464.40		1 Transactions		
91159	VAULT HEALTH						
23	03-310-000-0000-6507		122.32	Drug Testing	FL00696936	MISCELLANEOUS EXPENSES	N
91159	VAULT HEALTH		122.32		1 Transactions		
93110	WIDSETH SMITH NOLTING & ASSOCIATES I						
24	03-320-000-0000-6291		1,987.50	Professional Engineering	242601	PROFESSIONAL & TECHNICAL SER	N
25	03-320-000-0000-6291		4,320.00	Professional Engineering	242602	PROFESSIONAL & TECHNICAL SER	N
26	03-320-000-0000-6291		1,012.50	Professional Engineering	242604	PROFESSIONAL & TECHNICAL SER	N
27	03-320-000-0000-6291		2,737.50	Professional Engineering	242605	PROFESSIONAL & TECHNICAL SER	N
28	03-320-000-0000-6291		2,503.75	Professional Engineering	242606	PROFESSIONAL & TECHNICAL SER	N

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*** Redwood County ***



3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
29	03-320-000-0000-6291		10,902.00	Professional Engineering	242641	PROFESSIONAL & TECHNICAL SER	N
30	03-320-000-0000-6291		1,726.25	Professional Engineering	242681	PROFESSIONAL & TECHNICAL SER	N
31	03-320-000-0000-6291		1,107.50	Professional Engineering	262603	PROFESSIONAL & TECHNICAL SER	N
93110	WIDSETH SMITH NOLTING & ASSOCIATES I		26,297.00	8 Transactions			
3 Fund Total:			113,103.84	ROAD AND BRIDGE	18 Vendors	31 Transactions	
Final Total:			113,103.84	18 Vendors	31 Transactions		

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	113,103.84	ROAD AND BRIDGE
All Funds	113,103.84	Total

Approved by,

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REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/2026	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Award Construction Contract 26-1; Brookville TWP Bridge Replacement		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Award construction contract 26-1 for SAP 064-599-148; Brookville Township bridge replacement to Everstrong Construction, Inc low bidder for the amount of their bid.

Background Information:

This project consists of replacing BR #64505 in Brookville Township on Prairie Ave (T336) over Sleepy Eye Creek. The original structure was built in 1963. This project will be funded with Regular Township Bridge funds and Local Township funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 1/28/26

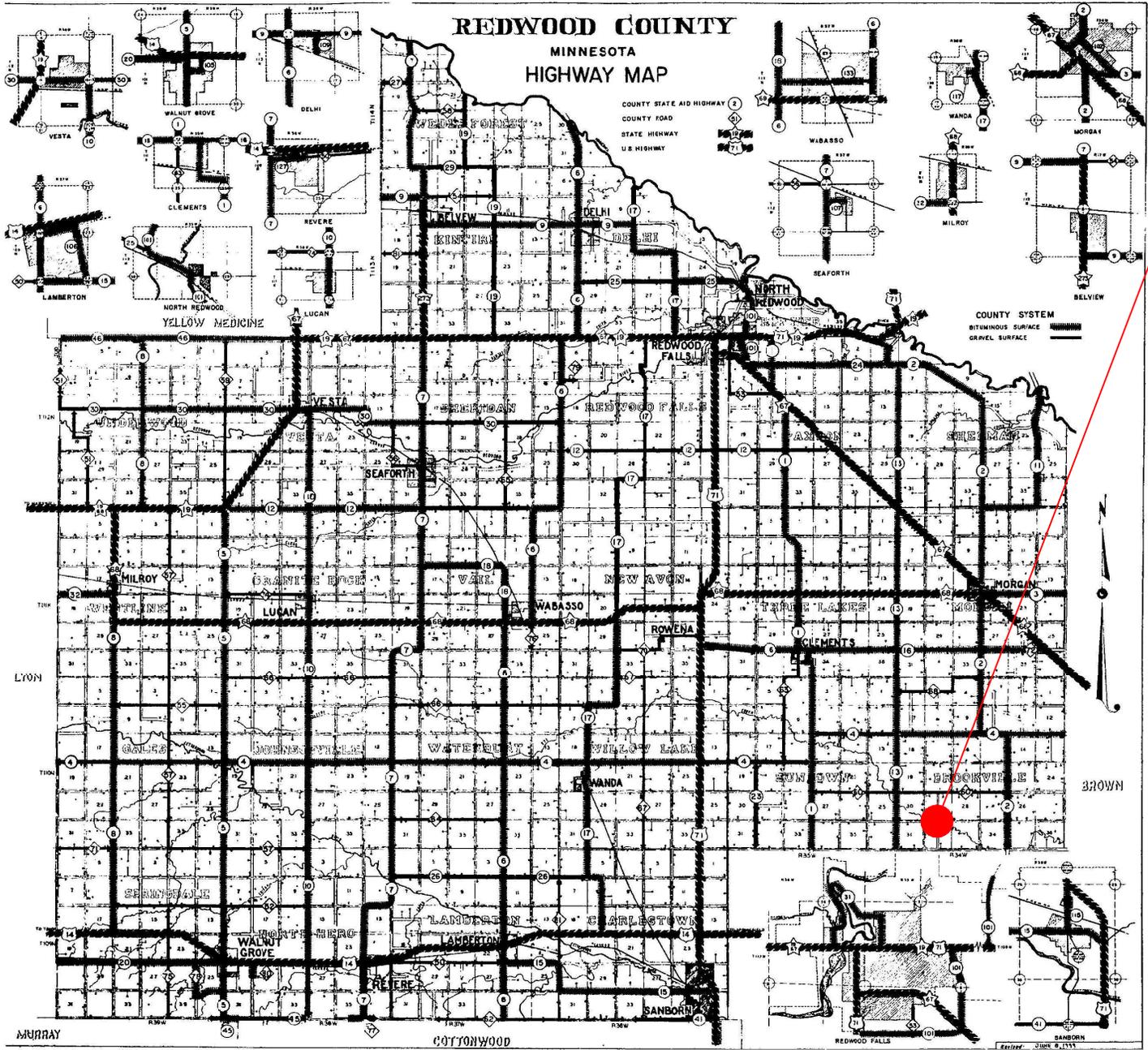
Date Requestor Requires Review Completion: 2/9/26

Administrators Comments:

[Redacted area for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



PROJECT LOCATION

— SAP 064-599-148
 On Prairie Ave. btw CR.60 & Co. Line
 Replace Br.64505
 Construct Br. 64605

Contract 26-1 - Bid Summary - Brookville Twp. Bridge Replacement

Bid Opening 1/27/2026

REDWOOD COUNTY HIGHWAY DEPARTMENT

BID SUMMARY

SAP 064-599-148

Bid Name	Total	
<i>Engineer's Estimate</i>	\$898,611.00	
Everstong Construction Inc	\$799,117.00	11.07% under Estimate
M & K Bridge Construction Inc	\$839,858.74	



REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/2026	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Authorize Board Chair and Administrator to sign Construction Contract 26-1; Brookville TWP Bridge Replacement		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign awarded construction contract 26-1 for SAP 064-599-148; Brookville Township bridge repair, pending obtaining signatures from the awarded Contractor and attorney approval.

Background Information:

This project consists of replacing BR #64505 in Brookville Township.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

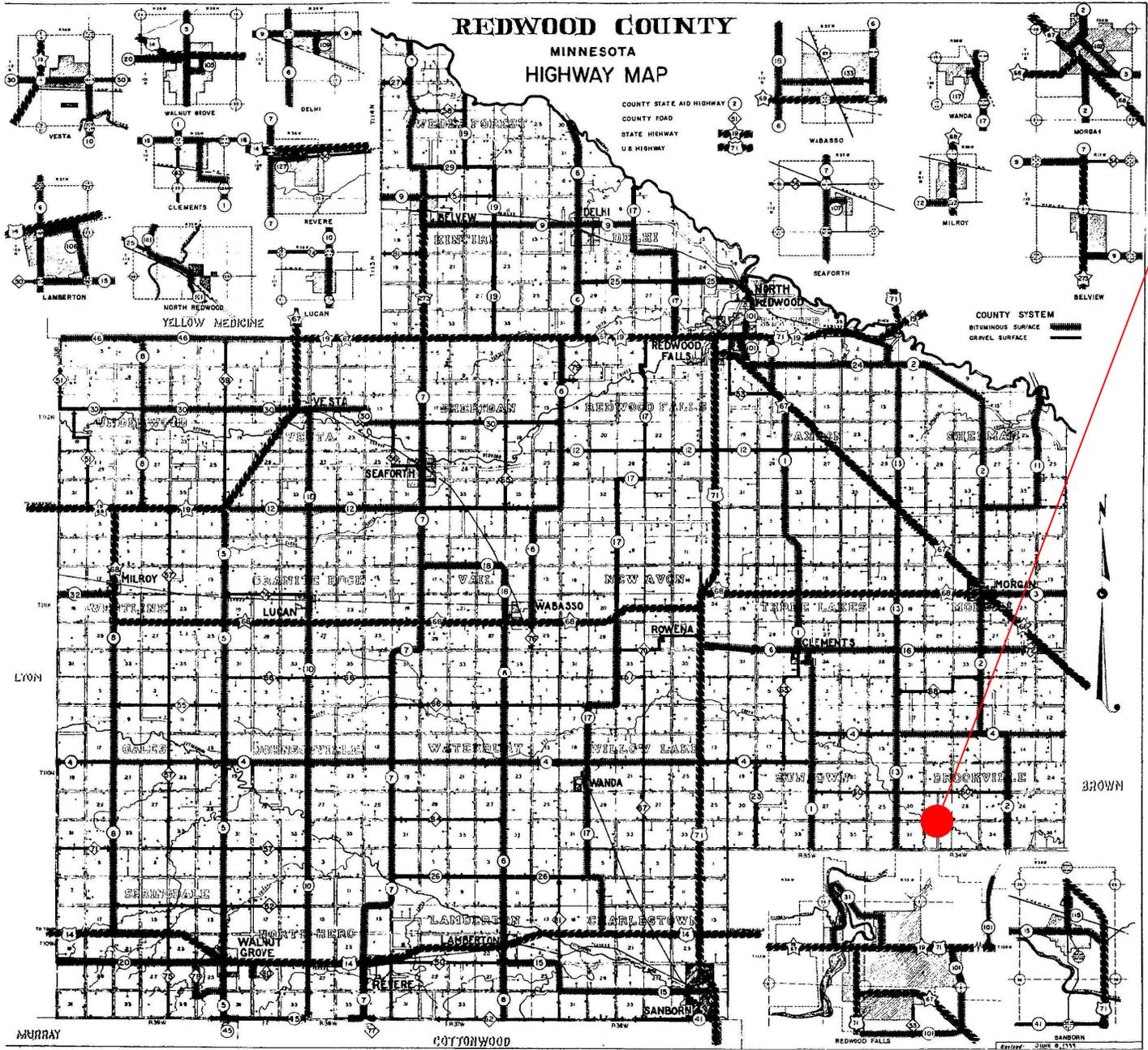
Date Legal Request Submitted to County Attorney: 1/28/26

Date Requestor Requires Review Completion: 2/9/26

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



PROJECT LOCATION

— SAP 064-599-148
 On Prairie Ave. btw CR.60 & Co. Line
 Replace Br.64505
 Construct Br. 64605



REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/2026	Originating Dept.:	A/T
Preferred 2nd Date:			
Discussion Item:	Revenue Recapture Agreement		
	Presenter:	Jean	
	estimated time needed:	5 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Motion to approve the Revenue Recapture Agreement with the Department of Revenue to recapture mobile home delinquent taxes.

Background Information:

Revenue Recapture Agreement with the Department of Revenue used to recapture mobile home delinquent taxes.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



2026 Services Level Agreement Administration of Revenue Recapture

State of Minnesota

Department of Revenue

and

Redwood County Auditor Treasurer

Agency Name

1886008064

Revenue Recapture ID

02/03/2026

Date

Table of Contents

Introduction	3
Statutory Authorization	3
Terms and Definitions	3
Duties of the Claimant Agency	5
Training and User Access Policies	5
Claim Requirements	5
Notification Requirements	6
Process Requirements	6
Audit and Record Keeping Requirements	7
Duties of the Minnesota Department of Revenue	7
Data Practice Responsibilities	8
Legal Requirements	8
Signature Page	9

Introduction

This Service Level Agreement for the administration of Revenue Recapture between the agency listed on Page 1 (claimant agency, you, your) and the Minnesota Department of Revenue (the department, our, we, us) defines:

- Statutes and policies you must follow when using Revenue Recapture to resolve debts
- Terms and conditions we will follow when providing collection services to you
- Duties and responsibilities of both parties

Statutory Authorization

Minnesota Statutes, Chapter 270A, also known as the Revenue Recapture Act, authorizes the commissioner of Revenue to collect debts for claimant agencies.

Minnesota Administrative Rules, Chapter 8165, provides additional guidelines for using Revenue Recapture.

Minnesota Statutes, section 541.05, is used by most agencies for their statute of limitations; however, some agencies follow a different statute.

Terms and Definitions

Review the following terms and definitions, as they apply to this Service Level Agreement.

- **Authorized Agent**
An employee of the claimant agency, also referred to as the Service Level Agreement signer, who:
 - Makes decisions or signs contracts on your agency's behalf.
 - Supervises agency's authorized users who refer debts.
 - Resolves administration or participation issues with Revenue Recapture.
- **Authorized Users**
Employees of your agency who earn W-2 wages and are authorized to add, change, and remove claims.
- **Contested Claim**
When a debtor disputes the validity of the claim.
- **Date of Debt**
Date the debt was incurred.
- **e-Services**
The Department of Revenue's online payment system agencies use to manage their claims. For more information, go to [Revenue Recapture e-Services](#).

- **Nonliable Spouse**
A spouse not responsible for a debt incurred by the other spouse.
- **Notice to the Debtor**
A notice you must provide a debtor when using the Revenue Recapture Program to collect a debt.
- **Priority of Claim**
The order claims are paid.
- **Reconciliation Report**
Reports in e-Services for you to reconcile Revenue Recapture claims.
- **Revenue Recapture**
The Minnesota Department of Revenue can take state refunds and other funds to pay claimant agencies through the Revenue Recapture process.
- **Statute of Limitations**
Legal amount of time an agency can collect a debt.
- **Third Party**
A person or entity who is an independent contractor, subcontractor, or billing agency.
- **Virtual Room**
Virtual Room is a secure space online to exchange files and other information with the Department of Revenue. For more information, go to [Audit Room and Virtual Room](#).

Definitions for the following terms are found in [Minnesota Statute Sec. 270A.03](#).

- Applicability
- Claimant Agency
- Commissioner
- Debtor
- Debt; debtor
- Department
- Refund
- Restitution

Duties of the Claimant Agency

These are your duties and responsibilities as the claimant agency.

Training and User Access Policies

You must:

- Request access for authorized users only.
- Not request or allow access for third parties. Third parties must not:
 - Administer claims.
 - Have access to e-Services.
 - Use their phone number or address as contact information on your notice to debtor or a claim's contact in e-Services.
- Not share user IDs or passwords. Each authorized user must have their own user ID and password.
- Contact us within five business days to notify us when changes occur with the authorized agents or e-Services users. We will:
 - Add, modify, or remove users.
 - Update your debtor and agency contact information.
- Allow access for business purposes only.
- Ensure all new and existing users complete required annual Revenue Recapture training.
- Provide users with training for:
 - Anti-browsing and data disclosure.
 - Your agency's claims, systems, and payment application processes.

Claim Requirements

You must:

- Ensure all debts meet statutory requirements before adding claims:
 - The claim balance is at least \$25.
 - The debtor's first and last name and Social Security Number are available to submit the claim.
 - All claims must have a unique agency control number. This number can be up to 18 characters. It must not be a Social Security Number.
 - There is no written payment agreement in place that prohibits use of Revenue Recapture.
 - The collection attempt will not result in the loss of federal funds.
 - Applicable statutes allow claim submission.

- Add all claims using the appropriate claim type:
 - Child Support.
 - Criminal Restitution.
 - Health Care Recapture.
 - General (all other types).
- Adhere to the management of claims by:
 - Sending notice to the debtor for each claim filed.
 - Submitting a Revenue Recapture claim for each new debt.
 - Contacting us before refunding Revenue Recapture or nonliable spouse overpayments of \$40 or more.
- Update Claims within 30 days of balance reduction changes.
- Monitor and ensure all claims are removed prior to the statute of limitations expiring.
- Ensure claims submitted for Revenue Recapture are not also referred under Client Relations.
[See Minnesota Statute Chapter 16D.](#)

Notification Requirements

Your notice to debtors must meet statutory requirements. [See Minnesota Statutes, section 270A.08.](#)

You must:

- Follow the Notification guidelines on our [Revenue Recapture Related Information](#) webpage, for sending written notifications to the debtor.
 - If you add a claim for a deceased customer, you must send notification to their estate.
- Follow the Returned Mail guidelines on our [Revenue Recapture Related Information](#) webpage if the notice is returned due to an incorrect address.
- Keep a copy of the notification letter if the debt is within the statute of limitations or until the debt is paid or canceled.

Process Requirements

You must:

- Designate one or more employees to answer debtor and department questions about the claim
- Have processes to administer the following:
 - Nonliable spouse claims
 - Exemption claims
 - Contested claim hearings
 - Returned mail
 - Statute of limitations
 - Refunds and overpayments
 - Bankruptcy

Audit and Record Keeping Requirements

You must:

- Comply with our audits and correct issues found within the time limits given.
- Keep adequate records including, but not limited to:
 - Copies of notification letters
 - Claims filed
 - Payments received
 - Current balances
- Notify us if your agency no longer qualifies or wants to participate in Revenue Recapture. You will need to cease all existing claims.
- Place a hold on debtor accounts during bankruptcy proceedings and cancel claims for debts discharged in bankruptcy.

Duties of the Minnesota Department of Revenue

We must:

- Provide required annual training and support for agency staff who administer Revenue Recapture.
- Send debtors a Revenue Recapture notice when we apply a refund to their debt. This written notice must include:
 - The refund amount applied to the debt.
 - Your address and phone number.
 - The right of the debtor to contest the validity of the Revenue Recapture claim.
 - For joint refunds, a nonliable spouse has the right to request their portion of the refund.
- Process Revenue Recapture claims and account updates you submit by the next business day.
- Remit refund payments to you each business day.
- Make reconciliation reports available to you through Revenue Recapture e-Services.
- Notify you before making changes to Revenue Recapture requirements or procedures and provide an anticipated schedule for the changes.
- Audit you to ensure compliance with Minnesota Statutes, administrative rules and this Service Level Agreement.
- Inactivate users who have not accessed Revenue Recapture e-Services in 15 months.
- Suspend your agency if you do not follow Minnesota statutes, rules or policies.
- Require you to sign a Revenue Recapture Service Level Agreement.

Data Practice Responsibilities

We can exchange private data on individuals between Revenue, the Minnesota Taxpayer Rights Advocate, the Minnesota Attorney General's Office, the claimant agency, and the debtor, when necessary, with the intent of collecting debts through the revenue recapture process.

- Data we collect from you relating to claims filed under Revenue Recapture are private data on individuals.
- Any person you employ or previously employed who discloses information for any other reason than collecting debts using Revenue Recapture will be subject to civil and criminal penalties. [See Minnesota Statute section 270A.11.](#)

Legal Requirements

This Service Level Agreement is effective for three years unless canceled by either party.

We will suspend your access to e-Services for violating this Service Level Agreement. We will notify you before suspending your access.

You must authorize users for your agency to file, change or close claims with us. An authorized user is an employee within your agency earning W-2 wages.

The authorized users for your agency are:

Lisa Guggisberg

The authorized agent for the Minnesota Department of Revenue is the Collection Division director.

You must not assign or transfer any rights or obligations under this Service Level Agreement without prior written approval of the department.

The claimant agency and the department agree we are each responsible for our own acts and the results thereof.

Any amendments to this Service Level Agreement must be in writing and executed by the same parties who executed the original agreement or their successors in office.

Please indicate how your agency qualifies to participate in Revenue Recapture. A list of agencies who are qualified can be found in [Minnesota Statutes, section 270A.03, subdivision 2.](#)

Qualifying agency type: County

Signature Page

This agreement is effective on the date signed by the Minnesota Department of Revenue Collection Division director. This agreement supersedes all prior formal and informal agreements between the two agencies.

Your authorized agent must provide a digital or physical signature and return this Service Level Agreement to us.

Agency Name: Redwood County

Authorized Agent: Lisa Guggisberg

Agent Email: lisa_g@redwoodcounty-mn.gov

Agent Signature: 

Title: Financial Accountant

Phone: 507-637-4013

Date: 02/03/2026

APPROVED AS TO FORM
Redwood County Attorney's Office

By: 

Title: Assistant Redwood County Attorney

Date: 1.21.2026

Second Contact

A second contact is an employee at the agency with the same authority as the authorized agent or Service Level Agreement signer. This contact serves as a backup contact if the Service Level Agreement signer is unavailable for any reason, such as an unexpected leave of absence, who can act for the department on the agency's behalf.

Your second contact must provide a digital or physical signature.

Authorized Agent: Jean Price

Agent Email: jean_p@redwoodcounty-mn.gov

Agent Signature: 

Title: Auditor/Treasurer

Phone: 507-637-4013

Date: 02/03/2026

Approved By

Minnesota Department of Revenue

Date: _____

Signature: Sara Westly

Collection Division Director



REQUEST FOR BOARD ACTION

Requested Board Date:	February 3, 2026	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	2025 Audit Engagement Letter		
	Presenter:	Admin	
	estimated time needed:	2 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Audit Engagement Letter for the 2025 Redwood County Audit to be performed by the Office of The State Auditor

Background Information:

Engagement letter outlines scope of services for the 2025 county audit

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Julie Blaha
State Auditor

Suite 500
525 Park Street
Saint Paul, MN
55103

January 20, 2026

Ms. Jean Price, County Auditor/Treasurer
Redwood County
403 South Mill Street
Redwood Falls, Minnesota 56283

Members of the Board of Commissioners
County Administrator
Redwood County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minnesota Laws for Redwood County for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the group financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Redwood County as of and for the year ended December 31, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Redwood County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Redwood County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary comparison schedules for the General Fund and each major special revenue fund
- Schedule of Changes in Total OPEB Liability and Related Ratios – Other Postemployment Benefits
- PERA retirement plan schedules
- Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies Redwood County's financial statements. We will subject the following supplementary information to the

auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Budgetary Comparison Schedule - Debt Service Fund
- Combining fiduciary fund statements
- Schedule of Intergovernmental Revenue
- Schedule of Expenditures of Federal Awards and related notes

In connection with our audit of the basic financial statements, we will read the Introductory Section and consider whether a material inconsistency exists between the Introductory Section and the basic financial statements, or the Introductory Section otherwise appears to be materially misstated. If, based on work performed, we conclude that an uncorrected material misstatement of the Introductory Section exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit Guides*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guides*. As part of an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of group management and those charged with governance of the group of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of group management and those charged with governance of the group of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for

interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical evidence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Risk of management override of controls

Please note that our audit planning is still in progress, and modifications may be made. We will inform you of any changes in significant risks as we conduct our planning of the audit.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the entity and its environment, including the system of group-wide internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion

on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to group management and those charged with governance of the group internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Redwood County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Redwood County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Redwood County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (a) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying

significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the twelve months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (b) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (c) additional information that we may request for the purpose of the audit; (d) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence and (e) access to component information, instructions issued by group management to components related to the consolidation process, persons at components (including management and those charged with governance), or component auditors. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters required by auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review.

With regard to using or making reference to the auditor's report or the audited financial statements in a document other than your annual financial report, including bond offering official statements, you understand that prior to issuing the document you must provide the document to us. We will read and consider if any material inconsistencies or material misstatements of fact exist between the document and the auditor's report or audited financial statements. These services do not constitute an assurance engagement on other information. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for providing us with the other document. The County understands that this will result in additional costs and agrees to pay for these services.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the management representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the accuracy and completeness of federal award information included in the Data Collection Form submitted to the Federal Audit Clearinghouse.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the management representation letter that (a) you are responsible for presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing us with report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

If assistance is needed in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Redwood County, we will assist with the preparation in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on the information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities. The County understands this will result in additional costs and agrees to pay for these services.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. If you are unable to prepare the information needed for the financial statements, schedule of expenditures of federal awards, or related notes, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, schedule of expenditures of federal awards, and related notes, in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on management's chart of accounts and other information determined and approved by management. You will be required to acknowledge in the management representation letter our assistance, if any, with preparation of the financial statements, schedule of expenditures of federal awards, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Furthermore, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We will provide clerical assistance consisting of typing, formatting, and printing and/or binding the financial report.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivables, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable or unable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in either an increase in fees or missed deadlines, or both.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide your governing body, management, and related organization representatives with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Pass-through entities and others can obtain a copy of your report from our website or the federal audit clearinghouse. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Minnesota Office of the State Auditor and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be

available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

The Office of the State Auditor does not host any of Redwood County's information. SharePoint is used solely as a method of transferring data and is not intended to store Redwood County's information. Upon conclusion of the audit, Redwood County is responsible for downloading any files from SharePoint that it wishes to retain for its own records.

The data and other content will either be removed from SharePoint or become unavailable.

Amy Thomas, Audit Director, is the lead on this engagement and is primarily responsible for the audit. Any questions or concerns that may arise during the course of the audit should be directed to the Audit Director.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Auditing procedures are planned to be conducted both in person and remotely; in person work will be scheduled according to availability of entity personnel. Periodic progress billings will be sent to you. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2024 peer review report can be found on our website at www.osa.state.mn.us.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing body of Redwood County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (a) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (b) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on

the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Redwood County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (507) 389-6667 or Amy.Thomas@osa.state.mn.us. Stephanie Erickson, Audit Manager, can be reached at (651) 297-7106 or Stephanie.Erickson@osa.state.mn.us. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us.

Sincerely,



Amy Thomas, CPA, Audit Director

Approved: This letter correctly sets forth the understanding of Redwood County.

Chair, Board of Commissioners

Date

County Administrator

Date

County Auditor/Treasurer

Date



REQUEST FOR BOARD ACTION

Requested Board Date:	February 3, 2026	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	Admin		
Gambling Application-First Woman	estimated time needed:	2 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Acknowledge the Gambling Application from First Woman, Redwood Falls for a gambling activity to be held July 9 and July 11, 2026 at Vicki's Camp N Country Jam located at 29446 370th Street, Redwood Falls.

Background Information:

The Local Unit of Government must acknowledge the Application to conduct off-site gambling in order for the business to apply to the Minnesota Gambling Control Board to conduct off-site gambling.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

ORGANIZATION INFORMATION

Organization Name: First Woman Previous Gambling Permit Number: XB-95803-25-002

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 33-3814667

Mailing Address: 29446 370th St.

City: Redwood Falls State: MN Zip: 56283 County: Redwood

Name of Chief Executive Officer (CEO): Vicki Friedrichs

CEO Daytime Phone: 6127999955 CEO Email: firstwomanorg@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of **both** of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? Yes No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

- one of four or fewer bingo events held this year. Dates: 7/9/26, 7/11/26
-OR-
 conducted on up to 12 consecutive days in connection with a:
 county fair Dates: _____
 civic celebration Dates: _____
 Minnesota State Fair Dates: _____

Person in charge of bingo event: Vicki Friedrichs Daytime Phone: 6127999955Name of premises where bingo will be conducted: Vicki's Camp N Country JamPremises street address: 29446 370th St.City: Redwood Falls If township, township name: Delhi County: Redwood

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: Redwood

Signature of County Personnel: _____

Title: Board Chair Date: 2.3.26

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Vicki Friedrichs Date: 1/16/26
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



REQUEST FOR BOARD ACTION

Requested Board Date:	2/3/26	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Dacotah Ridge Golf Club 2026 Liquor License		
	Presenter:	Vicki Kletscher	
	estimated time needed:	5 mins	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve 2026 Liquor License Application for Lower Sioux Community dba Dacotah Ridge Golf Club

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

2026 Liquor License Application

Redwood County, Minnesota

Lower Sioux Community in Minnesota dba Dacotah Ridge Golf Club
-Sherman

Board of Commissioner's Approval

County Auditor Approval

No. 64-26-11

Fee \$ 850.00



County REDWOOD

COUNTY LIQUOR LICENSE - "ON SALE"

THIS CERTIFIES THAT:

LICENSEE LOWER SIOUX COMMUNITY IN MINNESOTA

TRADE NAME DACOTAH RIDGE GOLF CLUB

STREET ADDRESS OR LOT AND BLOCK NO 31042 CO HWY 2, MORTON, MN 56270

Is authorized to sell intoxicating liquor at on sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning FEBRUARY 2, 2026 to DECEMBER 31, 2026

THIS LICENSE IS APPROVED

Chair Person or President
Given under my hand and the Corporate Seal of

Date

Alcohol & Gambling Enforcement Director Date

CLERK or Recorder

PS903B1 (10/03)

REDWOOD COUNTY ALCOHOL LICENSE APPLICATION

Instructions:

- Type or print legibly in black ink.
- Complete entire application.
- Remit application plus license fee payable to:
Redwood County Treasurer
PO Box 130
Redwood Falls, MN 56283
-

Business Name:	Lower Sioux Community	dba: Dacotah Ridge Golf Club			
Business Address:	31042 Co Hwy 2	Morton, MN 56270			
	(Street)	(City)	(State)	(Zip)	
Business Phone:	(507) 697 - 8000				
Owner/Manager Name:	Beraneck	Michael			
	(Last)	(First)			
	39375	County Rd 24	Morton	MN	56270
	(Street)	(City)	(State)	(Zip)	

I affirm that all of the information I have provided on this application is true and correct.

10-22-25
(Date)

[Signature]
(Signature)