



BISMARCK-BURLEIGH COMMISSIONS COMMITTEE

The Bismarck-Burleigh Commissions Committee is scheduled to meet on Tuesday, July 2, 2024, at 4:00 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota.

Call to Order

Roll Call

Agenda

1. Consider approval of minutes

Documents:

[June 4, 2024 - Minutes.pdf](#)

2. Bismarck-Burleigh Public Health Budget Discussion

Documents:

[2024 Public Health Joint Powers Agreement Signed.pdf](#)

3. City/County Building and Burleigh County Courthouse Lease Agreement Discussion

Documents:

[2024 City County Building Lease Signed.pdf](#)
[2024 Burleigh County Courthouse Signed.pdf](#)

4. IT Contract Discussion

Documents:

[2024 Burleigh County IT Services Agreement.pdf](#)

5. BNSF Rail Bridge Project Update

6. Other Business

Adjourn

Next meeting: 4:00 PM, August 6, 2024
Tom Baker Meeting Room - Bismarck City/County Building
221 N 5th Street, Bismarck, ND



Bismarck-Burleigh Commissions Committee

6/4/2024 - Minutes

Call to Order

Mayor Schmitz called the meeting to order at 4:00 PM.

Roll Call

Committee members present were Burleigh County Auditor Mark Splonskowski, City Administrator Jason Tomanek, and City of Bismarck Mayor Mike Schmitz.

Burleigh County Commissioner Steve Bakken joined the meeting at 4:16 PM.

Agenda

1. Consider approval of minutes

Administrator Tomanek motioned to approve the May 7, 2024 minutes, and Auditor Splonskowski seconded. Upon a roll call vote, Auditor Splonskowski, City Administrator Tomanek, and Mayor Schmitz voted aye. M/C.

2. Storm Water Discussion

City of Bismarck Engineer Gabe Schell and Burleigh County Engineer Marcus Hall provided information to the committee relating to stormwater in the City and County and how both entities are working together.

The committee discussed continuing to foster the partnership between the two entities with future projects.

3. Other Business

The committee discussed and agreed to add Public Health budgeting and IT lease agreements to the July 2, 2024 meeting agenda.

Adjourn

There being no further business to discuss, the meeting adjourned at 4:44 PM.

DRAFT

**2024 JOINT POWERS AGREEMENT
FOR PROVISION OF PUBLIC HEALTH SERVICES**

THIS AGREEMENT is between the City of Bismarck (**Bismarck**) and Burleigh County (**Burleigh**) collectively known as the "Parties".

PRELIMINARY STATEMENT

Bismarck is a home rule city organized and operated under a Home Rule Charter pursuant to Chapter 40-05.1, North Dakota Century Code. **Burleigh County (Burleigh)** is a county organized and operated pursuant to Title 11 of the North Dakota Century Code.

The Parties have the authority to enter into a Joint Powers Agreement pursuant to Section 54.40.3-01, North Dakota Century Code and Article VII, Section 10 of the North Dakota Constitution. The Parties each have the authority to provide public health services.

FOR VALUABLE CONSIDERATION and pursuant to NDCC Chapter 54-40.3, Article VII, Section 10, North Dakota Constitution, and NDCC Section 23-35-04 which allows Burleigh and Bismarck to enter into an agreement to provide health services to Burleigh and the cities throughout Burleigh which do not have a public health unit, the parties agree as follows (the "Agreement"):

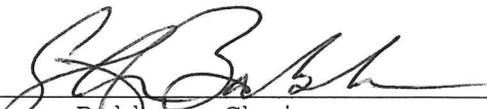
1. Purpose. Burleigh and Bismarck hereby enter into this Agreement in accordance with state statute to provide public health services in Burleigh and in the cities throughout Burleigh which do not have a public health unit.
2. Authority. Bismarck has the authority under NDCC Chapter 23-25 to form and operate a public health department and to provide public health services. Burleigh has the authority under NDCC Section 23-35-04(2) to enter into an agreement, with a city public health department, that complies with NDCC Chapter 54-40.3, for the provision of health services within the county and in cities throughout the county which do not have public health services. The Parties, pursuant to the authority contained in NDCC Chapter 54-40.3 and North Dakota Constitution Article VII, Section 10 and the above listed sections hereby enter into this Agreement for the provision of health services in Burleigh and cities in Burleigh that do not have public health services.
3. Financial Administration. **Burleigh** will pay to **Bismarck** an annual sum billed in equal monthly payments, in return for the provision of services by Bismarck-Burleigh Public Health as set forth below. **The total contract amount for 2024 is \$580,664.**

4. Contracts. All contracts, grant applications, or grant acceptances regarding the normal operations of Bismarck-Burleigh Public Health shall be approved by Bismarck. Any grant funds awarded to Bismarck-Burleigh Public Health shall be applied to programs for the benefit of both rural Burleigh and Bismarck residents.
5. General Administration-Committee. The general administration of this Agreement shall be under the supervision of a committee (the Committee) made up of the Burleigh County Auditor, the Bismarck City Administrator and the Director of Bismarck-Burleigh Public Health. The Committee is not an independent entity. It is an administrative entity without separate legal existence from its constituent members. The committee shall have no decision-making authority with regard to the operation of Bismarck-Burleigh Public Health. The committee's primary responsibility shall be mediating and addressing any issues that may arise in the provision of services under this Agreement. Reports concerning the proposed disposition of issues arising under this Agreement shall be reported to each governing body for final disposition.
6. Services. Under this Agreement, public health services provided in rural Burleigh County by Bismarck-Burleigh Public Health will include, but are not be limited to, the core functions outlined in ND Century Code 23-35-02.
7. Relationship of Parties: This Agreement shall not be construed to create any form of any employment relationship between Burleigh and Bismarck-Burleigh Public Health, or any person designated by Bismarck-Burleigh Public Health under the provisions of this Agreement. It is the intention of the parties hereto to maintain separate and distinct organizations, and Bismarck-Burleigh Public Health through its designated employees shall at all times be acting as an independent contractor in providing services to and for the benefit of Burleigh. Bismarck-Burleigh Public Health shall be responsible to control and supervise all of its employees and to pay compensation to or for the employees of all wages, salaries, taxes, withholding payments, fees, as well as other benefits or compensation to any pension or retirement plans. Bismarck-Burleigh Public Health shall not claim that Burleigh is responsible for the payment of any of the foregoing payments, withholdings, contributions, or taxes in relationship to its designated employees.
8. Effective Date. This Agreement shall become effective upon signature of all of the parties.
9. Term. The term of this Agreement is from **January 1, 2024 through December 31, 2024** subject to cancellation by either Burleigh County or the City of Bismarck upon 60 days' notice.

10. This Agreement supersedes and replaces the AGREEMENT FOR PROVISION OF PUBLIC HEALTH SERVICES FOR BURLEIGH COUNTY BY THE CITY OF BISMARCK PUBLIC HEALTH or any other agreement for the provision of public health services currently in affect between the Parties.

BURLEIGH COUNTY

Dated this 3rd day of Nov., 2023



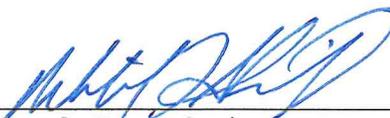
Steve Bakken, Chair
Burleigh County Commission

Attest: 

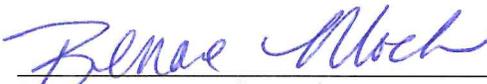
Mark Spionkowski
Burleigh County Auditor/Treasurer

CITY OF BISMARCK

Dated this 8th day of November, 2023



Michael T. Schmitz, President
Board of Bismarck City Commissioners
City of Bismarck



Renae A. Moch, Director
Bismarck-Burleigh Public Health

Attest: 

Keith J. Hunke, Administrator
City of Bismarck

LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Bismarck, hereinafter referred to as "**Landlord**," and the county of Burleigh, hereinafter referred to as "**Tenant**."

1. **Lease of Premises.** The **Landlord**, in consideration of the rent to be paid and the covenants to be performed by the **Tenant**, does hereby lease to the **Tenant** the following-described premises situated in the City of Bismarck, Burleigh County, North Dakota:

First floor and one storage space in the basement of the building known as the City/County Building, located at 221 North 5th Street, Bismarck, North Dakota, and consisting of approximately 14,967.75 square feet, including only the area shown on Exhibit "A," attached hereto and made a part of this lease.

2. **Term of Lease.** The term of this lease shall be for a period of one year, commencing on the first day of January 1, 2024, and terminating on the last day of December, 2024. This Lease Agreement shall automatically renew for additional one-year periods, on the same terms and conditions, upon the expiration of the original or renewed term.

During the initial or renewed term of this Lease Agreement, the **Tenant** shall have the unilateral right to terminate the lease by giving 180 days' notice of its intent to cancel the lease and vacate the premises. This lease will not allow month-to-month tenancy and shall terminate at the end of the term. The parties can execute a new lease or vacate the premises.

Failure to pay the Rental Payments below on the dates indicated, which if it continues for a period of ten (10) days after written demand by the **Landlord** for payment, shall be a considered a default and result in termination of the lease.

3. **Rental Payments.** The **Tenant** agrees to pay as rental for the premises \$13.00 per square foot for a total of \$194,580.75 (14,967.75 square feet x \$13.00 per square foot) on an annual basis during the term of this lease. Rental payments are payable monthly on the 1st of each month in advance of occupancy or in installments as the parties hereto may agree in writing.

4. **Improvements and Remodeling.** The **Tenant** agrees to assume the cost of improvements or remodeling necessary or desired in those

areas leased by the **Tenant**. All proposed improvements shall be subject to prior written approval by the **Landlord**.

5. **The Landlord's Obligations.** The **Landlord** agrees as follows:

a. To provide commercially reasonable utility service to the leased premises, excluding telephone and internet.

b. To comply with the requirements of applicable building and housing codes materially affecting health and safety and to comply with all applicable laws of this state and ordinances of the City of Bismarck in force from time to time relating to the leased premises and **Landlord's** obligations thereto.

c. To keep all common areas of the premises in a clean and safe condition.

d. To furnish janitorial services.

6. **The Tenant's Obligations.** The **Tenant** agrees as follows:

a. To use commercially reasonable amounts of utilities for its operations and **Tenant's** uses only.

b. To pay the rental when due.

c. To keep the leased premises in a clean, safe, and healthful condition, and to maintain the leased premises in such repair as the same is at the time of initial occupancy during the term of the lease, save and except only reasonable use and wear, and damage by fire and unavoidable casualty.

d. Not to make or suffer any unlawful, improper, or offensive use of the premises, and to keep and observe all of the laws of this state and the ordinances of the City of Bismarck in force from time to time relating to the leased premises or the use thereof.

e. To permit the **Landlord** at all reasonable times to enter upon and examine the premises and to make such repairs as may be thought necessary by the County for the protection of the premises.

f. To surrender the leased premises to the **Landlord** at the expiration of the Lease Agreement in as good condition and repair as the same were in when the premises were occupied,

reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Also, in default of the payment of any rents due or failure to perform any of the terms or conditions of this lease, then to surrender premises upon demand made by the **Landlord**. Upon expiration of the Lease Agreement, the **Tenant** grants to the **Landlord** the right of reentry to such premises, should the option to extend the lease not be exercised.

g. **TENANT** shall permit no signs to be placed outside the Leased Premises unless approved in writing by the Renaissance Zone Authority Board acting as the Downtown Design Review Committee, except what is presently on the building.

7. **Termination of Lease in the Event of Destruction of Premises.** It is agreed that in the event the leased premises are destroyed or damaged by fire or the elements to the extent they should be un-tenantable, then this lease shall immediately terminate, unless the **Landlord**, within 20 days of the happening of such event, gives notice of intention to restore the building and restore possession of the leased premises to the **Tenant**, and shall fully restore such premises within a reasonable time thereafter, provided, that during the term between destruction and restoration the payment of such rent shall be suspended.

8. **Assignment.** This lease may not be assigned or sublet by the **Tenant** without the prior written consent of the **Landlord**. This lease shall not terminate by reason of any sale of the premises by the **Landlord** to third parties, but shall continue throughout the entire term.



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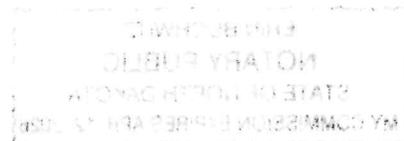
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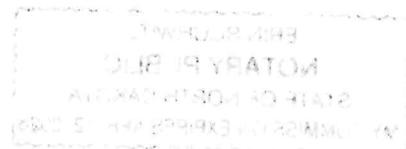
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CONTRACT REVIEW FORM

Contract between the City of Bismarck and Burleigh County

Purpose of Contract: Information Technology Services Agreement

Contract Amount: \$154,339 plus additional for on-call services

Contract Period: January 2024 through December 2024

Department: Finance Budget Number (if applicable): _____

Revenue / Funding Source: _____ Project Number: _____

Comments: Annual service charge of \$148,642; annual continuous costs of \$154,339. Additional charges for after-hour service call of \$196 for a minimum 2 hour charge, and \$98 hourly charge after minimum is reached.

Please check all that apply:

- Regular Contract Review Change/Task Order
- Grant Funded Subrecipient/Vendor Determination
- IT / GIS-Related
- Mayor's Signature Only
- Commission Approval and Mayor's Signature
- Attestation of Mayor's Signature

Procurement Attached:

- Three Quotes
- RFP/RFQ/Bids
- Cooperative Agreement/ State Contract

APPROVALS:

Department Director 

Date: 11/8/2023

Grants Coordinator (if needed) 

Date:

Comments:

IT/GIS (if needed) 

Date: 11/13/2023

Comments: NA

City Attorney 

Date: 11/9/2023

Comments: OK

Finance Director 

Date: 11/13/2023

Comments: OK

Administrator 

Date: 11/13/2023

Comments: OK

CITY OF BISMARCK, NORTH DAKOTA
And
BURLEIGH COUNTY, NORTH DAKOTA
INFORMATION TECHNOLOGY SERVICES AGREEMENT

ARTICLE 1
RECITALS AND INTENT

1.1 This Agreement (“Agreement”) is made by and between the City of Bismarck (“City”) and Burleigh County (“County”), acting by and through their duly authorized representatives, and is effective on the date stated herein.

1.2 The County has requested information technology support (“IT”) for the County and desires to engage City to provide certain IT services in connection with the work assigned (“Services”).

ARTICLE 2
CONTRACTUAL RELATIONSHIP

2.1 The County agrees to employ the City, and the City agrees to perform, as an independent contractor, certain professional services on an as-needed basis pursuant to County issued task or work orders in accordance with the project described therein, except for the County’s highway department, social services department, and weed officer.

2.2 This Agreement shall serve as the general agreement for IT services under the terms and amounts listed on attached Exhibit A.

2.3 The Services to be provided under this Agreement are intended to include services within the scope of City’s IT department education, training and experience. At times, solutions may require the services beyond the scope of what the City provides. If there is an additional charge for this type of assistance, written notice will be provided to the County with the approval of the County Auditor before those services are engaged for vendors outside the City.

2.4 City shall comply with all applicable laws, rules and regulations governing all Services and any projects authorized by this Agreement.

ARTICLE 3
THE COUNTY’S RESPONSIBILITIES

3.1 The County shall provide to City all its criteria and requirements for any Project and all available information pertinent to the Project including previous reports. City may reasonably rely upon such information. County’s use of the hardware, software and network services under this agreement will follow all software agreements and user policies that City determines are necessary and communicated to County in order to comply with all agreements with third parties and for security measures for IT services. Any additional costs for software that requires a separate agreement with the County will be County’s responsibility. In order to prioritize and assign tasks as appropriate, all requests for IT services by County must be provided through SysAid. Large projects and upgrades should be provided to City in advance of each calendar year. If the upgrade or new software requires a large amount of staff time (i.e. 20 hours or more) or resources, County will be informed of that additional cost and time needed to complete those services.

The County is responsible for financing any hardware and software updates or upgrades that are required to maintain cybersecurity, network security, maintain warranty, and comply with IT policies and requirements. The City requires all hardware and software to be under warranty or under a software maintenance agreement. As a result, the City will not be able to troubleshoot any software or hardware that is out of warranty or does not comply with City policies and requirements.

All computer IT equipment must be approved by the City IT before purchase. This includes all software and hardware, including monitors, phones, tablets, laptops, or other hardware and software applications. If County purchases an unapproved device, the City may not be able to troubleshoot or maintain that software or hardware.

3.2 The County shall arrange for access to and make all provisions for City to enter upon public and private property as required for City to perform Services under this Agreement.

3.3 The County will examine City's studies, reports, sketches, drawings, specifications, proposals and other information submitted by City, consult with others as County deems appropriate, and render timely written approvals and decisions to the City. No new projects, major upgrades or hardware/software purchases will be supported by City unless those are approved by City Information Technology Department prior to purchase. If a purchase is done outside of this process, it or any hardware on which it runs will not be allowed to connect to the City's infrastructure nor hold the City responsible for supporting this with City staff, including network services. Purchases by County should be planned in advance and communicated to City to ensure proper resources are available. Exhibit A reflects the current server and use capacity. If more services or server space is needed for County, they will be required to pay for that additional need. If County's unauthorized purchase causes damage to the network or otherwise requires City to remedy any damage from a virus or unauthorized purchase, the County will pay the costs to return the system back to the same functionality prior to the unauthorized purchase. County is aware that the services under this Contract are for maintenance and support for existing IT needs. Any upgrades or new systems would need to be approved in advance by City with timeframes and personnel needs planned through the City's process and information technology governance council (ITGC), whose description and process is attached in Exhibit B. City usually makes those plans in advance of the beginning of each calendar year for the entire year.

3.4 The County shall give prompt written notice to City whenever County becomes aware of any development that affects the scope or timing of City's Services or of any defect or nonconformance in the Services of the City or work of the Contractor. In addition, the County shall notify the City of any employee separations/terminations immediately in order to avoid cybersecurity risk.

ARTICLE 4 PROFESSIONAL'S COMPENSATION

4.1 Invoices for Services performed under a task order may be submitted to County by City quarterly. Invoices will be due and payable within thirty (30) days after receipt.

4.2 No statement, term or provision in any invoice, bill or statement submitted to County by City will be construed to waive, amend or modify any term or provision of this Agreement.

ARTICLE 5 INDEMNIFICATION AND INSURANCE

5.1 The parties will indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against claims, demands or causes of action; and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including attorneys' fees and court costs, brought by any other third party, based upon, in connection with, resulting from, arising out of, or occasioned by the acts, omissions or conduct of the party, its officers, agents, or employees in the execution or performance of this Agreement.

5.2 The parties shall each obtain and maintain, throughout the term of the Agreement, General Liability insurance with a limit of not less than \$1,000,000 general aggregate.

ARTICLE 6 DURATION, EXTENSION AND TERMINATION

6.1 This agreement shall be for a term of one (1) year and shall be eligible to renew for additional terms of one (1) year annually upon the written agreement of both parties. Time is of the essence in the performance of this Agreement.

6.2 This agreement may be terminated by either party for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within fifteen (15) business days of written notice and diligently complete the correction thereafter. Upon delivery of such notice, the City shall, unless the notice states otherwise, immediately discontinue all Services, proceed to cancel promptly all existing orders and

contracts insofar as such orders or contracts are chargeable to the Services, and deliver to the County all instruments of service produced under this Agreement. Upon termination, the County will owe the City for all compensation earned under this Agreement to date of termination, without termination expenses.

ARTICLE 7
MISCELLANEOUS

7.1 This Agreement shall be effective upon its execution by the City and the County, and shall remain in full force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.

7.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of North Dakota. Venue shall be exclusively in the state courts of proper jurisdiction of Burleigh County, North Dakota.

7.3 This Agreement is non-assignable. Neither the City nor the County shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

7.4 This Agreement represents the entire agreement between the City and the County with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or agreements, either written or oral, with respect to the subject matter hereof.

7.5 This Agreement may be amended only by written instrument signed by duly authorized representatives of both the City and the County. The County's payment of invoices or statements shall not be deemed as the County's acceptance of any term or provision that amends or modifies this Agreement or the task order under which payment is made.

7.7 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

7.8 If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

7.9 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the addresses shown below:

If to City: Dmitriy Chernyak, Finance Director
 dchernyak@bismarcknd.gov
 PO Box 5503
 Bismarck, ND 58502-5503

If to County: Mark Splonskowski, Auditor
 msplonskowski@nd.gov
 PO Box 5518
 Bismarck, ND 58506-5518

7.10 The headings and captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

7.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the last date set forth below.

COUNTY OF BURLEIGH, NORTH DAKOTA

DocuSigned by:
By: Steve Bakken Date: 12/4/2023
County Chairperson

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Mark Splonskowski
County Auditor

DocuSigned by:
[Signature]
State's Attorney

CITY OF BISMARCK, NORTH DAKOTA

DocuSigned by:
By: [Signature] Date: 11/14/2023
Michael Schmitz, President City Commission

ATTEST:

APPROVED AS TO FORM:

[Signature]
City Administrator

DocuSigned by:
Jannelle Combs
City Attorney

City of Bismarck
 Billing for IT Service to Burleigh County - Exhibit A
 For Calendar Year 2024

Note: ALL requests for services MUST be submitted through SysAid and/or ITGC

| Annual Service Charges | 2023 | 2024 |
|---|--------------------------|--------------------------|
| IT Services - Minimum Charge (Cost per Device) | \$ 118,191 | \$ 135,802 |
| Cybersecurity Initiative (ClearPass, Aruba Central, etc.) | 9,500 | 10,165 |
| Equipment Use Allocation | 2,500 | 2,675 |
| Total Annual Service Charges | <u>130,191</u> | <u>148,642</u> |
| | | |
| Continuous Annual Costs | | |
| Microsoft Licensing Costs (Microsoft SQL, Windows, Server, and RDS Licensing) | \$ - | \$ - |
| AS400 CPU Time (Continue) | 475 | - |
| WAN Access Charge / Fiber Costs (Annual) | 5,325 | 5,698 |
| Network Infrastructure Costs (Annual) | 1,279 | 1,368 |
| Total Continuous Annual Costs | <u>5,800</u> | <u>5,698</u> |
| | | |
| Total Costs to County (excluding on-call and variable license costs) | <u><u>\$ 135,991</u></u> | <u><u>\$ 154,339</u></u> |
| | | |
| Services Outside of Regular Work Schedule (8am - 5pm) / On-Call | | |
| Minimum 2-hour charge for on-call (after hours) | \$ 170 | \$ 196 |
| Hourly overtime charge (after minimum 2-hour charge) | \$ 85 | \$ 98 |

Note: The City of Bismarck is no longer providing Microsoft Office licensing for Burleigh County based on Burleigh County decision.



INFORMATION TECHNOLOGY GOVERNANCE COMMITTEE (ITGC) 2021 - 2022 Guidance

Purpose

To support City Departments in accessing new technology and computer related products and services, with priority based on value to operations and the community, funding and staff time constraints. This guidance builds on the foundation of the 2004 ITGC Charter approved by the City Commission, and adapts to current processes and needs of the City.

Background

Each Department within the City has their own expertise and unique roles and responsibilities to provide internal and external customer service. When new technology and computer related products and services are being considered, there is additional technical planning required to ensure the initial procurement and the continued upkeep of those systems can be supported and are the best use of available resources for the entire City operations.

The ITGC serves as the board guided by the ITGC charter approved by the City Commission in 2002 to review Department IT / GIS requests, provide IT / GIS resources to further develop preliminary proposals into active projects, gain understanding of the Department request's value to City operations and the community, and then make recommendations to the Budget Committee.

The IT / GIS Division within the Finance Department has technical expertise to assist ITGC in the review of new products and services and implementation of active projects. The IT / GIS Division has core responsibility for maintaining current software and hardware, City-wide updates, and support of emergency operations. These core responsibilities have priority over new projects. The IT / GIS Division will dedicate time to support and manage the new ITGC approved active projects. The IT / GIS Division is not able to undertake a Department's new projects requiring more than 32 hours of time without review and prioritization through ITGC.

Process

New project requests are submitted by each Department director or designee at least two weeks prior to the ITGC meeting. The Department will complete the ITGC Request Form to the best of their ability to make an initial request, including estimated cost, project plan and timeline, staff time necessary, benefits to operations and community. Once the form is completed, it is submitted to the IT Manager and ITGC Chair via L:\@ITGC. Requested budget amounts must consider contingencies and potential changes in scope for each project.

There will be times when a Department has a need but does not have information or requires technical support from the IT / GIS Division to assist with the request. Departments are encouraged to still start the process with ITGC. Initial projects that are submitted and approved



by the ITGC without all the details will be placed in a Preliminary Project List and IT / GIS resources will be assigned to help the department to further investigate solutions and estimates.

Once all information is available to allow ITGC to decide to proceed, the project will be reviewed and, if accepted, will be placed in the Active Project List. Following any budget authority approval, if required, the project will be prioritized on the list and IT / GIS resources will be assigned to move the project to final completion. The list will be managed to allow completion of highest priority projects while maintaining core responsibilities. Certain approved projects may be placed in an "on hold" status until adequate staff resources become available. Hiring outside resources may also be considered.

ITGC meetings will occur quarterly, and special meetings can be called by the Chair. During the meeting, the Departments will present their projects within an allotted time.

Preliminary List

This list is created for those projects given an initial approval to proceed that are in the planning stages or require additional information before an in-depth review and vote by the ITGC. Projects on this list will be assigned an IT / GIS resource to assist the Department in review of demonstrations and gathering initial and recurring costs relating to the project, including server and storage costs. A subsequent ITGC meeting will be scheduled with updated information for the ITGC to make a final decision on the project.

Active Projects List

This list is created for those projects with ITGC recommendation to proceed. This list will include notation of priority for completion and time frame, or, if project is on hold, awaiting staff resources or budget approval. These projects are organized by priority by the ITGC. The order of projects may be reviewed by the ITGC periodically to address emergencies and unexpected circumstances. This list will contain project milestones and deadlines for completion and the IT / GIS Manager or designee will provide a quarterly status update on each project. Alternatives may be discussed regarding certain time-sensitive projects, such as hiring outside IT / GIS contractors if approved via budget appropriation by the Budget Committee and/or City Commission.

Voting

The decision-making process is based on the guidance provided in the 2004 ITGC Charter. However, ITGC may consider additional factors as part of the decision-making, as follows:

- City-wide necessity based on timing, expirations, cybersecurity, etc.
- Individual department necessity and value to the City
- Budgetary availability
- IT / GIS staff availability
- Efficiency across the City
- Reaction to emergencies, uncontrollable circumstances, or outside influences
- Staff availability from other departments, if necessary

The ITGC will decide from the information provided and presented by the requesting department. After the necessary information regarding the project is presented for ITGC to make a reasonable decision, ITGC will vote on the approval or denial of the project by a simple



majority vote contingent upon approval of a budget appropriation. Approved IT / GIS projects will be placed on the respective prioritized project list as noted above. Priorities of multiple projects across City Departments will be reviewed and determined by the ITGC by a simple majority vote.

Project Progress and Updates

The IT Manager or designee will provide quarterly updates to active projects. Departments will receive an update from the Committee Chair or designee regarding the decision made by the ITGC within 48 hours after the ITGC meeting.

On a quarterly basis, the ITGC will e-mail the Preliminary List and the Active Projects List to the City's Department Directors and stakeholders to provide an update on the ITGC projects.

2021 - 2022 ITCG Members

- Chair – Dmitriy Chernyak, Finance Director
- Member – Jason Tomanek, Assistant City Administrator
- Member – Michelle Klose, Public Works Utilities Director
- Member – Jannelle Combs, City Attorney
- Member – Mike Dannenfelzer, CenCom Director
- Member – Gabe Schell, City Engineer
- Member – Tandra Kraft, IT / GIS Manager

Certificate Of Completion

| | |
|---|----------------------------|
| Envelope Id: 38AEB0F4711A43E2B55C40D77AF3B395 | Status: Completed |
| Subject: IT Services Contract | |
| Source Envelope: | |
| Document Pages: 9 | Signatures: 6 |
| Certificate Pages: 6 | Initials: 4 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Aria Spano |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 221 N 5th Street |
| | Bismarck, ND 58501 |
| | aspano@bismarcknd.gov |
| | IP Address: 165.234.252.11 |

Record Tracking

| | | |
|----------------------|-----------------------|--------------------|
| Status: Original | Holder: Aria Spano | Location: DocuSign |
| 11/8/2023 1:25:33 PM | aspano@bismarcknd.gov | |

Signer Events

Dmitriy Chernyak
 dchernyak@bismarcknd.gov
 Finance Director
 City of Bismarck
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B45B0BB9DFDB4B1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.58.15.189
 Signed using mobile

Timestamp

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 Signed: 11/8/2023 3:29:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Janelle Combs
 jcombs@bismarcknd.gov
 City Attorney
 City of Bismarck
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.11

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tandra Kraft
 tkraft@bismarcknd.gov
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.235

Sent: 11/9/2023 9:17:15 AM
 Viewed: 11/13/2023 1:04:35 PM
 Signed: 11/13/2023 1:05:07 PM

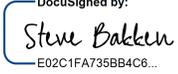
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Dmitriy Chernyak
 dchernyak@bismarcknd.gov
 Finance Director
 City of Bismarck
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 172.59.231.194
 Signed using mobile

Sent: 11/13/2023 1:05:21 PM
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 Signed: 11/13/2023 1:07:16 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|---|---|--|
| <p>Keith Hunke khunke@bismarcknd.gov City Administrator Administrator Security Level: Email, Account Authentication (None)</p> |  <p>Signature Adoption: Pre-selected Style Using IP Address: 96.2.59.116 Signed using mobile</p> | <p>Sent: 11/13/2023 1:07:18 PM Viewed: 11/13/2023 1:24:25 PM Signed: 11/13/2023 1:24:42 PM</p> |
| <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Jason Tomanek jtomane@bismarcknd.gov Asst City Administrator City of Bismarck Security Level: Email, Account Authentication (None)</p> | <p>Completed</p> <p>Using IP Address: 165.234.252.11</p> | <p>Sent: 11/13/2023 1:24:57 PM Viewed: 11/14/2023 3:00:30 PM Signed: 11/14/2023 3:00:34 PM</p> |
| <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Michael T Schmitz mschmitz@bismarcknd.gov President Board of Commissioners/Mayor City of Bismarck Security Level: Email, Account Authentication (None)</p> |  <p>Signature Adoption: Drawn on Device Using IP Address: 96.2.63.92 Signed using mobile</p> | <p>Sent: 11/14/2023 3:00:48 PM Viewed: 11/14/2023 3:03:16 PM Signed: 11/14/2023 3:03:30 PM</p> |
| <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | | |
| <p>Mark Splonskowski msplonskowski@nd.gov Security Level: Email, Account Authentication (None)</p> |  <p>Signature Adoption: Pre-selected Style Using IP Address: 165.234.252.11</p> | <p>Sent: 11/14/2023 3:03:47 PM Viewed: 11/15/2023 8:29:14 AM Signed: 11/15/2023 8:30:59 AM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 11/15/2023 8:29:14 AM ID: 2612f522-d7f5-4de0-960b-b1d0871faf9d</p> | | |
| <p>Steve Bakken bccbakken@nd.gov Security Level: Email, Account Authentication (None)</p> |  <p>Signature Adoption: Pre-selected Style Using IP Address: 165.234.248.9</p> | <p>Sent: 11/15/2023 8:31:00 AM Viewed: 12/4/2023 6:08:12 PM Signed: 12/4/2023 6:08:29 PM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 12/4/2023 6:08:12 PM ID: e311871a-7fd1-49fc-9f83-05ce558da583</p> | | |
| <p>Julie Lawyer jlawyer@nd.gov Security Level: Email, Account Authentication (None)</p> |  <p>Signature Adoption: Uploaded Signature Image Using IP Address: 165.234.252.11</p> | <p>Sent: 12/4/2023 6:08:32 PM Viewed: 12/8/2023 10:43:12 AM Signed: 12/8/2023 10:43:31 AM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 12/8/2023 10:43:12 AM ID: 7e2c0885-2f58-454a-badf-e996d96d3e58</p> | | |

| Signer Events | Signature | Timestamp |
|--|---|--|
| Jannelle Combs jcombs@bismarcknd.gov City Attorney City of Bismarck Security Level: Email, Account Authentication (None) |  <p>Signature Adoption: Pre-selected Style Using IP Address: 165.234.252.235</p> | <p>Sent: 12/8/2023 10:43:33 AM Viewed: 12/8/2023 10:44:39 AM Signed: 12/8/2023 10:44:48 AM</p> |

Electronic Record and Signature Disclosure:
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| In Person Signer Events | Signature | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Fiscal Services fiscalservices@bismarcknd.gov Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 11/14/2023 3:03:45 PM Viewed: 11/15/2023 10:45:54 AM</p> |
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Updated | Security Checked | 11/14/2023 3:03:39 PM |
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| Signing Complete | Security Checked | 12/8/2023 10:44:48 AM |
| Completed | Security Checked | 12/8/2023 10:44:48 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bismarck (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bismarck:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dchernyak@bismarcknd.gov

To advise City of Bismarck of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dchernyak@bismarcknd.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Bismarck

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dchernyak@bismarcknd.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bismarck

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dchernyak@bismarcknd.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bismarck as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Bismarck during the course of your relationship with City of Bismarck.