



# Board of County Commissioners Agenda Request

## 5A

Agenda Item #

**Requested Meeting Date:** 28 APRIL 2026

**Title of Item:** MNCRT

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Chris Sutch	<b>Department:</b> IT
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<b>Presenter (Name and Title):</b> Chris Sutch	<b>Estimated Time Needed:</b> 5 Minutes
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**Summary of Issue:**

The Minnesota Counties IT Leadership Association (MNCITLA) is establishing a volunteer Minnesota Cyber Response Team (MNCRT). The MNCRT will consist of IT professionals from participating counties who may be called upon to assist other counties experiencing a cyber-related incident. During the initial phase of this program, participation will be limited to providing advisory support only.

County Attorney Jim Ratz has reviewed the Provider and Confidentiality agreements and found them to be acceptable.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**

Motion to approve the MNCRT Agreements and Authorize the County Administrator to Sign.  
 Motion to allow IT Manager Chris Sutch or other approved IT Staff to volunteer as MNCRT responders.

**Financial Impact:**

Is there a cost associated with this request?       Yes       No

What is the total cost, with tax and shipping? \$

Is this budgeted?       Yes       No      *Please Explain:*

**MINNESOTA CYBER RESPONSE TEAM  
PROVIDER AGREEMENT**

**THIS AGREEMENT** is between the Association of Minnesota Counties (“AMC”), 125 Charles Avenue, St. Paul, MN 55105 and Aitkin County (“County”), 307 2<sup>nd</sup> St NW, Aitkin MN 56431 and becomes effective upon date of final signature.

**WHEREAS**, AMC, through the Minnesota County IT Leadership Association (“MNCITLA”), offers support to Minnesota counties by, among other things, fostering collaboration and pooling resources and knowledge maintained by county information technology professionals; and

**WHEREAS**, in furtherance of its services to and resources for MNCITLA member counties, AMC, through MNCITLA, coordinates a Minnesota Cyber Response Team (“MNCRT”);

**WHEREAS** the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident (“Recipient County”) by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals (“MNCRT Volunteers”) employed by Minnesota counties that have agreed to provide services for the MNCRT program (“Provider County”); and

**WHEREAS**, the County wants to participate in the MNCRT as a Provider County, designating one or more County technology professionals to serve as MNCRT Volunteers.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises contained in this Agreement, the parties agree as follows:

- 1. Scope of MNCRT Services.** AMC, through the MNCRT, connects Recipient Counties with timely access to MNCRT Volunteers employed by a Provider County who will provide advice to the Recipient County on initial steps to take after discovery of an actual or possible cyber incident impacting the security of the Recipient County’s technology systems and/or data or cyber security. The MNCRT and MNCRT Volunteers’ role is advisory only and the scope of services may include (i) meetings between the Recipient County and MNCRT Volunteers to discuss the cyber incident, (ii) guidance on the Recipient County’s response to the cyber incident, including how to mitigate damage; and (iii) answering questions from Recipient County.

The MNCRT and MNCRT Volunteers’ services do not include any work in, on, or within the Recipient County’s data or cyber or technology systems or any reporting or communication with any outside agency, entity, or person or otherwise on behalf of the Recipient County.

- 2. County Opt-In.** By agreeing to participate in the MNCRT as a Provider County, the County understands and agrees as follows:

- a. The County shall designate to AMC at least one properly credentialed information technology, data, or cyber security professional to serve as a MNCRT Volunteer. To be considered properly credentialed, a MNCRT Volunteer must (i) be an information

technology, data, or cyber security professional, (ii) currently employed by the County, (iii) designated by County and willing to serve as a MNCRT Volunteer, and (iv) possess the requisite education and licensure required by the County for employment as an information technology, data, or cyber security professional.

- b. The County and all MNCRT Volunteers designated by the County shall execute a confidentiality agreement with AMC requiring the County and the MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.
- c. The County shall use reasonable efforts to ensure that, upon notice from AMC of a request for MNCRT services by a Recipient County, a County-designated MNCRT Volunteer is made available to provide MNCRT Services to the Recipient County. The County may decline to make the MNCRT Volunteer available if doing so would unreasonably interfere with the County's operations or the MNCRT Volunteer's duties to the County.
- d. The County's participation as a Provider County is voluntary and neither the County nor any County-designated MNCRT Volunteer or other County employee, representative, or official will be compensated in any way by AMC, MNCITLA, or any Recipient County for services provided under this Agreement. The County agrees that it assumes all risks associated with becoming a Provider County and allowing its employee(s) to serve as MNCRT Volunteers and agrees to hold AMC, MNCITLA, MNCRT, MNCRT Volunteers, other Provider Counties, Recipient Counties, and their respective representatives, directors, officers, and agents, harmless from any injury, loss, claims, damages, liability, or costs resulting from any act, omission, or advice provided in the course and scope of this Agreement.

**3. AMC's Role.** AMC will coordinate the MNCRT services consistent with the following terms.

- a. AMC shall be responsible for: (i) intake of requests for MNCRT services, which AMC shall respond to within a reasonable period of time after the request is made; (ii) notifying MNCRT Volunteers of the request for MNCRT services; (iii) facilitating any initial contact between MNCRT Volunteers and the Recipient County; and (iv) tracking responses to requests for MNCRT Services.
- b. AMC shall require the County and all County-designated MNCRT Volunteers to execute a confidentiality agreement requiring the County and its MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.
- c. AMC shall, at its sole discretion, maintain the right to decline to utilize a County-designee as an MNCRT Volunteer upon its determination that the designee does not meet the qualifications of a MNCRT Volunteer as specified by this Agreement or, after

being accepted as an MNCRT Volunteer, the County-designee fails to provide MNCRT services to a Recipient County after agreeing to do so or to make reasonable efforts to provide MNCRT services upon request by AMC or if AMC reasonably believes the County-designee breached the confidentiality obligations of the County and MNCRT Volunteers.

4. **Data Privacy.** The parties understand and agree that the Minnesota Government Data Practices Act (“MGDPA”) applies to Minnesota counties and that creation or exchange of data in the course of providing MNCRT services or as related to this Agreement may be subject to the requirements of that law. The County and all counties involved in any way in the MNCRT are solely responsible for ensuring proper compliance with the MGDPA and any other applicable law.
5. **Term.** This Agreement begins on the effective date and will remain in effect for a one-year term (“Term”) unless terminated earlier by either party upon written notice to the other party. Notices must be sent to the address provided below, or to such other places the parties may designate for their receipt of notices.
  - a. For AMC: Nathan Zacharias, (715)222-2824, nzacharias@mncounties.org
  - b. For the County: Chris Sutch, (218)927-7318, chris.sutch@aitkincountymn.gov
6. **Relationship.** Nothing in this Agreement may be construed to create a partnership or joint venture between the parties. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered independent of the other. The relationship of the parties for the purposes of acting as a Provider County is governed exclusively by this Agreement. AMC maintains full control over all AMC employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of County for any reason. Similarly, the County maintains full control over all County employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of AMC for any reason.
7. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Minnesota without regard to the conflicts of law provisions. Any dispute arising under this agreement must be brought in either the state or federal courts with jurisdiction and located in the State of Minnesota.
8. **Miscellaneous.** This Agreement constitutes the complete agreement between the parties related to the receipt of MNCRT services and supersedes all prior agreements relating to such subject matter. Amendments must be in writing and signed by both parties to be valid. If any part of this Agreement is unenforceable, it will be modified to the extent necessary to make it enforceable, or if impossible, it will be removed. The remaining provisions continue in effect. Terms that should survive termination will do so, including but not limited to hold harmless obligations. This Agreement may be signed in counterparts, including electronically, each of which is effective. Headings are for convenience only and do not affect meaning.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**ASSOCIATION OF MINNESOTA  
COUNTIES**

**AITKIN COUNTY**

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

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

## COUNTYMINNESOTA CYBER RESPONSE TEAM CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is between the Association of Minnesota Counties (“AMC”), 125 Charles Avenue, St. Paul, MN 55105, and Aitkin County (“COUNTY”), 307 2<sup>nd</sup> St NW, Aitkin MN 56431, and becomes effective upon date of final signature.

**WHEREAS**, AMC through the Minnesota County IT Leadership Association (“MNCITLA”) coordinates a Minnesota Cyber Response Team (“MNCRT”);

**WHEREAS**, the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident (“Recipient County”) by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals (“MNCRT Volunteers”) employed by Minnesota counties that have agreed to provide services for the MNCRT program (“Provider County”); and

**WHEREAS**, the County has entered into a Provider Agreement with AMC to serve as a Provider County and understands that in its role as a Provider County, the County and its designated MNCRT Volunteers may obtain information about a Recipient County’s actual or possible cyber incident impacting the security of the Recipient County’s technology systems and/or data or cyber security.

**WHEREAS**, the County understands that some or all information about a Recipient County’s cyber incident may not be publicly known or available at the time the MNCRT Volunteer learns of or receives information about the cyber incident and that the Recipient County has a reasonable need to control the disclosure of such information.

**NOW, THEREFORE**, in accordance and conjunction with the Provider Agreement, AMC and the County agree as follows:

- 1. Scope of Agreement.** The parties understand and agree that the Provider Agreement entered into by the AMC and the County controls their contractual relationship for purposes of the County providing MNCRT Volunteer(s) and that this Agreement is solely for the purpose of identifying the County’s obligations to maintain the confidentiality of information obtained by MNCRT Volunteers while performing services under the Provider Agreement.
- 2. Confidential Information.** The County and its MNCRT Volunteer(s) shall treat all information learned, obtained, or received regarding a Recipient County’s cyber incident in the course of providing MNCRT services under the Provider Agreement as confidential information, including, but not limited to:
  - a. the existence of a cyber incident or possible cyber incident;
  - b. any details of the cyber incident, such as the scope of, impact of, or response to the cyber incident;
  - c. any information regarding the Recipient County’s technology systems and/or data or cyber security; and

- d. the nature or content of any data impacted or potentially impacted by the cyber incident.

This shall apply to information the County or MNCRT Volunteer(s) received from AMC, the Recipient County, a representative or contractor working on behalf of AMC or the Recipient County, or from another Provider County or MNCRT Volunteer. It applies to information in any form, including, but not limited to, information conveyed orally, observations of information or data, assessments of the County or MNCRT Volunteer(s), and data.

**3. Handling of Confidential Information.** The County agrees that it and its MNCRT Volunteer(s) must use all reasonable measures to maintain the confidentiality of the information identified in Paragraph 2. To this end, the County agrees that it and its MNCRT Volunteer(s) will comply with the following requirements:

- a. **Communication with Recipient County.** In communicating with a Recipient County about a cyber incident, confidential information, or MNCRT services, the County and its MNCRT Volunteer(s) must only communicate with representatives of the Recipient County identified by AMC, except as expressly authorized by the Recipient County.
- b. **Use of Confidential Information.** The County and its MNCRT Volunteer(s) must use confidential information solely for the purposes of assisting the Recipient County in responding to the cyber incident or otherwise fulfilling the purpose of the MNCRT or as otherwise consistent with this Agreement and the Provider Agreement.
- c. **Internal Disclosure.** The County and its MNCRT Volunteer(s) must only disclose confidential information internally within the County to those who have a need to know the information to:
  - i. Assist the Recipient County in responding to the cyber incident;
  - ii. Fulfill the purpose of the MNCRT;
  - iii. Confirm the County's fulfillment of its obligations under the Provider Agreement or this Agreement;
  - iv. Confirm proper use of a MNCRT Volunteer's work time and compliance with County policies;
  - v. Avoid undue disruption to normal County operations; or
  - vi. Comply with the County's obligations under the law.

The County and its MNCRT Volunteer(s) understand that they must share the minimum confidential information necessary to fulfill such purposes.

- d. **Disclosure to MNCRT Partners.** The County and its MNCRT Volunteer(s) must only disclose confidential information to AMC and other MNCRT Volunteers who have a need to know the information to:

- i. Assist the Recipient County in responding to the cyber incident;
- ii. Fulfill the purpose of the MNCRT;
- iii. Comply with the County's obligations under the Provider Agreement or this Agreement;
- iv. Confirm the County's fulfillment of its obligations under the Provider Agreement or this Agreement; or
- v. Comply with the County's obligations under the law.

The County and its MNCRT Volunteer(s) understand that they must share the minimum confidential information necessary to fulfill such purposes.

- e. **Disclosure to Third Parties.** The County and its MNCRT Volunteer(s) must only disclose confidential information to parties other than those addressed in parts c. and d. above:
  - i. With consent of the Recipient County, though nothing in this provision obligates the County to act for or on behalf of the Recipient County; or
  - ii. As required by law, including the Minnesota Government Data Practices Act, or to comply with a lawfully issued subpoena or court order. In this case, the County and its MNCRT Volunteer(s) agree to use reasonable efforts to inform the Recipient County and AMC prior to disclosure of confidential information and understand that they must share the minimum confidential information necessary to comply with such legal requirements.
- f. **Data Regarding Confidential Information.** Specific to data of or regarding confidential information, in addition to complying with parts a.-e. above, the County and its MNCRT Volunteer(s) shall:
  - i. Avoid receiving, soliciting, or creating data regarding confidential information except as necessary to assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT;
  - ii. Avoid reproducing, disclosing, distributing, or communicating the data or content of the data except as consistent with this Agreement;
  - iii. Provide a copy of the data to AMC to the extent that AMC agrees to receive such data and maintenance of the data by AMC will assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT;
  - iv. Provide a copy of the data to Recipient County to the extent that Recipient County requests such data; and
  - v. Not maintain such data beyond the period when it is necessary to do so to assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT, except as required by the County's records retention obligations under law. Destruction shall be done in a manner that prevents recovery or reconstruction of the data by County or other parties.

4. **Ensuring Compliance by MNCRT Volunteer(s).** The County understands and agrees that it is responsible for ensuring its MNCRT Volunteer(s) comply with the requirements of this Agreement. The County further agrees that in order to fulfill the obligations of this Agreement, it must provide a copy of this Agreement to its MNCRT Volunteer(s) and require its MNCRT Volunteer(s) to read and affirm understanding of the requirements of this Agreement by signing a copy of the Acknowledgement Form attached to this Agreement as Exhibit A. The County must return a copy of the signed Acknowledgement Form to AMC before the MNCRT Volunteer(s) may provide MNCRT services to a Recipient County. If the County believes its MNCRT Volunteer(s) have breached the terms of this Agreement in any way, it must not allow such MNCRT Volunteer(s) to provide MNCRT services thereafter unless the County complies with its obligations under Paragraph 5, undertakes reasonable efforts to retrain the MNCRT Volunteer on the requirements of this Agreement, and reasonably believes that the MNCRT Volunteer understands and will comply with the requirements.
  
5. **Compromise of Confidential Information.** The County must notify AMC and the Recipient County if it believes there has been a breach of this Agreement that has or may have led to an improper disclosure of confidential information. This notification must occur promptly and no more than two business days after the County learns of the breach or potential breach. The County must work cooperatively with AMC and the Recipient County to determine whether such a breach has occurred, the scope and impact of the breach, and how to prevent recurrence of such a breach in the future. This includes, but is not limited to, providing sufficient information to determine whether either the Provider County or Recipient County must take action in accordance with Minn. Stat. § 13.055 or any other applicable law.
  
6. **Term.** The term of this Agreement is consistent with and concurrent to the Provider Agreement in effect and this Agreement must be renewed at one-year intervals consistent with that of the Provider Agreement, including requiring updated Acknowledgement Forms as set forth in Paragraph 4. The County and its MNCRT Volunteers understand and agree that the requirements of this Agreement survive and they will remain bound by the terms of this Agreement notwithstanding the expiration or termination of this Agreement or the Provider Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**ASSOCIATION OF MINNESOTA  
COUNTIES**

**AITKIN COUNTY**

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

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

**CONFIDENTIALTY AGREEMENT  
ACKNOWLEDGEMENT FORM**

By agreeing to serve as a MNCRT Volunteer on behalf of AitkinCounty, I understand that I may learn or be given access to information related to another county's cyber incident that are not publicly known or available and that such county must be allowed to control the disclosure of information to the greatest extent possible. Given that, I understand that I am bound by the terms of the Confidentiality Agreement entered into by my employer, Aitkin County, and AMC. I affirm that I have received a copy of that Agreement, that I have read and understand the Agreement, and that I agree to be bound by and will comply with that Agreement.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_