CITY OF MINNETONKA, MINNESOTA

DATA PRACTICES PROCEDURES

1. Introduction.

These procedures are adopted to comply with the requirements of the Minnesota Data Practices Act (the "Act"), specifically Minn. Stat. Sec. 13.03, Sub. 2 and 13.05, Sub. 5 and 8.

2. Responsible Authority and Data Practices Compliance Official.

The person who is the responsible authority and data practices compliance official under the Act is the city clerk. The data practices compliance official is the city employee to whom persons may direct questions or concerns regarding problems in obtaining access to information. The responsible authority has designated certain other city employees to assist in complying with the Act. These designees are listed on attached Exhibit 1.

3. Access to Public Data.

All information maintained by the city is public unless there is a specific statutory designation which gives it a different classification.

A. People Entitled to Access. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request.

B. Form of Request and Response.

- **Request.** The request for public data may be verbal or written.
- **Response.**
    - The city is not required to provide information verbally over the telephone.
    - The city may provide information by fax or e-mail, at its own discretion.
    - The city is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be electronic format, then it must be provided in that medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has.

C. Questions of Requesting Parties. People requesting public data must not be asked to identify themselves or state a reason for the request. They may be

asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. If they do not respond to a question, request for clarification, or other communication about their request, the city will consider the request abandoned and close the request after 10 business days pass without a response.

D. Time Limits.

- **Requests.** Requests will be received and processed only during normal business hours.

- **Response.** If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably possible.

E. Fees. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's standard photocopying policy, attached as Exhibit 2, unless significant time is required. In that case, the fee will include the actual cost of searching for, retrieving, and copying or electronically transmitting the data. The fee may not include time necessary to separate public from non-public data.

The responsible authority may also charge an additional fee if the copies have commercial value and are a substantial and discrete portion of a formula, compilation, program, process, or system developed with significant expenditure of public funds. This additional fee must relate to the actual development costs of the information.

4. Access to Data on Individuals.

Information about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is contained in Appendix A. The forms used to collect private and confidential information are contained in Appendix B.

A. People Entitled to Access.

- *Public* information about an individual may be shown or given to anyone.

- *Private* information about an individual may be shown or given to:

    - The subject, but only once every six months, unless a dispute has arisen or additional data has been collected.

    - A person who has been given access by the express written consent of the data subject. This consent must be on the form attached as Exhibit 3, or a form reasonably similar.

- People who are authorized access by federal, state, or local law or court order.

- People about whom the individual was advised at the time the data was collected. The identity of those people must be part of the *Tennessen warning* described below.

- People within the city staff, the city council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

- *Confidential* information may **not** be given to the subject of the data, but may be shown or given to:

  - People who are authorized access by federal, state, or local law or court order.

  - People within the city staff, the city council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. Form of Request and Response.

- **Request.** Any individual may request verbally or in writing if the city has stored data about that individual and whether the data is classified as public, private, or confidential.

  All requests to see or copy private or confidential information must be in writing. An *Information Disclosure Request*, attached as Exhibit 4, must be completed to document who requests and who receives this information. The responsible authority or designee must complete the relevant portions of the form. The responsible authority or designee may waive the use of this form if there is other documentation of the requesting party's identity, the information requested, and the city's response.

- **Response.**

  - The city is not required to provide information verbally over the telephone.

  - The city may provide information by fax or e-mail, at its own discretion.

  - The city is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be electronic format, then it must be provided in that

medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has.

- Requests for names and addresses of residents must be made in person or in writing.

C. Identification of Requesting Party. The responsible authority or designee must verify the identity of the requesting party as a person entitled to access. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in city records, or other reasonable means.

D. Time Limits.

- **Requests.** Requests will be received and processed only during normal business hours.

- **Response.** The response must be immediate, if possible, or within 10 days (excluding Saturdays, Sundays and legal holidays) if an immediate response is not possible.

E. Fees. Fees may be charged in the same manner as for public information.

F. Summary Data. Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The responsible authority or designee will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The responsible authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the responsible authority must notify the requester of the anticipated time schedule and the reasons for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The responsible authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the responsible authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data. The responsible authority may use the form attached as Exhibit 5.

G. Juvenile Records. The following applies to *private* (not confidential) data about people under the age of 18.

- **Parental Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. “Parent” means the parent or guardian of a juvenile data subject, or individual acting as a parent or guardian in the absence of a parent or guardian. The parent is presumed to have this right unless the responsible authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.

- **Notice to Juvenile.** Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). This notice should be in the form attached as Exhibit 6.

- **Denial of Parental Access.** The responsible authority or designee may deny parental access to private data when the juvenile requests this denial and the responsible authority or designee determines that withholding the data would be in the best interest of the juvenile. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the responsible authority or designee will consider:

    - Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,

    - Whether denying access may protect the juvenile from physical or emotional harm,

    - Whether there is reasonable grounds to support the juvenile’s reasons, and

    - Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor. The city complies with all HIPPA requirements.

  The responsible authority or designee may also deny parental access to health records without a request from the juvenile under Minnesota Statutes Section 144.335.

5. Denial of Access.

If the responsible authority or designee determines that the requested data is not accessible to the requesting party, the responsible authority or designee must inform the requesting party orally at the time of the request or in writing as soon after that as possible. The responsible authority or designee must give the specific legal authority, including statutory section, for withholding the data. The responsible authority or designee must place an oral denial in writing upon request. This must also include the specific legal authority for the denial.

6. Collection of Data on Individuals.

The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a *Tennessen* warning. This warning must contain the following:

- the purpose and intended use of the requested data,
- whether the individual may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A *Tennessen* warning is not required when an individual is requested to supply investigative data to a law enforcement officer.

A *Tennessen* warning may be on a separate form or may be incorporated into the form which requests the private or confidential data. See attached Exhibit 7.

7. Challenge to Data Accuracy.

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the city. The individual must notify the city's responsible authority in writing describing the nature of the disagreement. Within 30 days, the responsible authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The responsible authority will correct any data if so ordered by the Commissioner.

8. Data Protection.

A. Accuracy and Currency of Data.

- All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate staff person, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.

- Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.

- All records must be disposed of according to the city's records retention schedule.

B. Data Safeguards.

- Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.

- Private and confidential data must be kept only in city offices, except when necessary for city business.

- Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private or confidential information. These employees will be instructed to:

- Not discuss, disclose, or otherwise release private or confidential data to city employees whose job responsibilities do not require access to the data,
- not leave private or confidential data where non-authorized individuals might see it, and
- shred private or confidential data before discarding.

- When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act. The city may include in a written contract the language contained in Exhibit 8.

Exhibit:

1. List of designated employees
2. Schedule of copying fees
3. Consent to Release Private Data
4. Information Disclosure Request
5. Government Data Practices Access & Nondisclosure Agreement
6. Notice to Persons Under 18
7. Tennessen Warning/Data Practices Advisory
8. Sample Contract Provisions for Outside Parties

Exhibit 1 – List of Designated Employees by Department

Administration:	Tanya Witschen
Community Dev:	Susan Thomas
Engineering:	Hannah Aleman
Fire:	Pam Rapp
Finance:	Jenna Ruiz
Legal:	Rachael Riviere
Planning:	Fiona Golden
Police:	Jason Tait/ Tim Olson
Public Works:	Hannah Aleman
Recreation:	Sara Woeste

Exhibit 1

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Community Development:	Susan Thomas
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Planning:	Fiona Golden
Police:	Tim Olson/ Jason Tait
Public Works:	Hannah Aleman
Recreation:	Sara Woeste

Exhibit 2

Fees for Copies

The city receives numerous requests from the public for photocopies of various government documents. It is the city's goal to ensure the public's access to information. We encourage the use of technology, and make information available (when possible) through our website (minnetonkamn.gov) at no cost. For those without Internet access to our website, a terminal is available in the city hall lobby.

Specific copy fees are listed below. For requests beyond those categories, the city will charge $.25/page for copies over 10 pages but less than 100 (first ten pages are free of charge), plus appropriate postage for mailed responses. It is within staff's discretion to waive fees for incidental requests.

Specific Requests

Type of Request	Fee
Police reports	In person: 10 cents/page Requests by mail through legal department: Requester has option of pre-paying $5, or waiting for legal to obtain the report, advising them of the cost, and them pre-paying at 10 cents/page
Map - Half section maps, plan sheets, & other large format prints, except zoning maps	$3
Map – street	$3
Map – zoning , land use map	$3 (11"x17"), $4.50 (24"x36")
Map – specialty request (GIS, aerial photo or other)	$20 base fee + $3/sheet + labor @ $24/hour
Map – topography	- Paper - (1 acre minimum): w/lot lines $15/acre; w/out lot lines $10/acre - Electronic CAD file - $50 in addition to above fees
As-Built Plans	- No charge except orders over 10 sheets are $3/sheet - Electronic CAD file - $50 in addition to above fees
Half-section sized copies	$3
Special Assessment searches	$10 (except, no charge to property owner)
Ordinance – complete zoning ordinance w/zoning map	*$32
Ordinance – complete ordinance book	*$125
Comprehensive Guide Plan	$35
Minnehaha Creek Master Plan, or I-394 Corridor Study	$15
Copies of meetings or other programs on DVD	$5

If a request is made for information that does not exist in the requested format, the requester will be provided with an estimate of the cost. The cost will be based on the hourly staff rate plus applicable copying fees. A deposit will be required before the research begins.

Exhibit 3

CONSENT TO RELEASE PRIVATE DATA

I, _____, authorize the City of _____ ("City") to (print name)

Release the following private data about me:

To the following person or people:

The person or people receiving the private data may use it only for the following purpose or purposes:

This authorization is dated _____ and expires on _____.
The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

I agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this request.

X Signature

IDENTITY VERIFIED BY:

- ☐ Witness:
- ☐ Identification: Driver's License, State ID, Passport, other:
- ☐ Comparison with signature on file
- ☐ Other:

Responsible Authority/Designee:

Exhibit 4

CITY OF MINNETNOKA
INFORMATION DISCLOSURE REQUEST
Minnesota Government Data Practices Act

A. Completed by Requester

REQUESTER NAME (Last, First, M.):	DATE OF REQUEST:
STREET ADDRESS:	PHONE NUMBER:
CITY, STATE, ZIP CODE:	SIGNATURE:
DESCRIPTION OF THE INFORMATION REQUESTED:	

B. Completed by Department

DEPARTMENT NAME:	HANDLED BY:
INFORMATION CLASSIFIED AS: □ PUBLIC □ NON-PUBLIC □ PRIVATE □ PROTECTED NON-PUBLIC □ CONFIDENTIAL	ACTION: □ APPROVED □ APPROVED IN PART (Explain below) □ DENIED (Explain below)
REMARKS OR BASIS FOR DENIAL INCLUDING STATUTE SECTION:	
PHOTOCOPYING CHARGES: □ NONE □ _____ Pages x ____¢ = □ Special Rate: _____ (attach explanation)	IDENTITY VERIFIED FOR PRIVATE INFORMATION: □ IDENTIFICATION: DRIVER'S LICENSE, STATE ID, Etc. □ COMPARISON WITH SIGNATURE ON FILE □ PERSONAL KNOWLEDGE □ OTHER:
AUTHORIZED SIGNATURE: _____ DATE:	

Exhibit 5

GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

1. **AUTHORIZATION.** City of _____ ("City") hereby authorizes _____, ("Authorized Party") access to the following government data:

2. **PURPOSE.** Access to this government data is limited to the objective of creating summary data for the following purpose:

3. **COST.** (Check which applies):

☐ The Authorized Party is the person who requested the summary data and agrees to bear the City's costs associated with the preparation of the data which has been determined to be $.

☐ The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with attached Exhibit A.

4. **SECURITY.** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents.
Data contained in files, records, microfilm, or other storage media maintained by the City are the City's property and are not to leave the City's custody. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above:

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of government data collected, used and maintained in the exercise of this Agreement and classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws.

The Authorized Party agrees to defend, indemnify, and hold the City, its officers and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from an act or omission of the Authorized Party, its agents, employees or assignees under this Agreement and against all loss by reason of the Authorized Party's failure to fully perform in any respect all obligations under this Agreement.

6. **INSURANCE.** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of this Agreement to maintain insurance covering the Authorized Party's

activities under this Agreement. The insurance will cover $1,000,000 per claimant for personal injuries and/or damages and $1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. **ACCESS PERIOD.** The Authorized Party may have access to the information described above from _____ to _____.

8. **SURVEY RESULTS.** (Check which applies):

☐ If the Authorized Party is the requestor, a copy of all reports, summaries, compilations, articles, publications or any document or series of documents which are created from the information provided under this Agreement must be made available to the City in its entirety.

☐ If the Authorized Party is a contractor of the City, all copies of reports, summaries, compilations, articles, publications or any document or series of documents which are created from the information provided under this Agreement must be provided to the City. The Authorized Party may retain one copy for its own records but may not disclose it without City permission, except in defense of claims brought against it.

AUTHORIZED PARTY:

By: _____ Date:

Title (if applicable): _____

CITY OF

By: _____ Date:

Its:

Exhibit 6

NOTICE TO PERSONS UNDER AGE OF 18

Some of the information you are asked to provide is classified as private under state law. You have the right to request that some of all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: _____ DATE:

BY: _____ (name)
(title)

REQUEST TO WITHHOLD INFORMATION

I request that the following information:

Be withheld from:

For these reasons:

Date: _____ Print Name:

Signature:

Exhibit 7

DATA PRACTICES ADVISORY

Some or all of the information that you are asked to provide on the attached form is classified by state law as either private or confidential. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is:

You are / are not legally required to provide this information.

If you refuse to supply the information, the following may happen:

Other persons or entities who are authorized by law to receive this information are:

Exhibit 8

SAMPLE CONTRACT PROVISION

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.