

Photocopying Charges

The following rates shall apply for requests of standard materials:

STANDARD CHARGES

Photo Copies	25 cents/page
Documentation Research	15.00 per hour after first ½ hour
Download to Disc	10.00 per disc

MN Statute 13.03 Subd. 3. **Request for access to data.** (a) Upon request to a responsible authority or designee, a person shall be permitted to inspect and copy public government data at reasonable times and places, and, upon request, shall be informed of the data's meaning. If a person requests access for the purpose of inspection, the responsible authority may not assess a charge or require the requesting person to pay a fee to inspect data.

(b) For purposes of this section, "inspection" includes but is not limited to, the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the government entity, unless printing a copy is the only method to provide for inspection of the data.

(c) The responsible authority or designee shall provide copies of public data upon request. If a person requests copies or electronic transmittal of the data to the person, the responsible authority may require the requesting person to pay the actual costs of searching for and retrieving government data, including the cost of employee time, and for making copies, certifying, compiling, and electronically transmitting the copies of the data, but may not charge for separating public from nonpublic data. If the responsible authority is not able to provide copies at the time a request is made, copies shall be supplied as soon as reasonably possible.

CONSENT TO RELEASE PRIVATE DATA

I, _____, authorize the City of Carlton to 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.

Signature

Identity Verified By:

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

Responsible Authority/Designee: _____

INFORMATION DISCLOSURE REQUEST
Minnesota Government Data Practices Act

A. Completed by Requester
(Optional, for the sole purpose of facilitating access to the data)

Name (Last, First, MI) Date of Request

Street Address Phone Number

City, State, Zip Signature

Description of the information requested: (attach additional sheets if necessary)

B. Completed by the City of Carlton 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 MN Statute if applicable:

Charges:

None
 Photocopy:
_____ Pages x _____ cents = _____

Special Rate: _____
Explanation _____

Other: _____
Explanation _____

Identity Verified for Private Information:

Identification: Driver's License, Etc.
 Comparison with Signature on File
 Personal Knowledge
 Other _____

Authorized Signature Date

GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

1. **AUTHORIZATION.** City of Carlton (“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 _____.

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 is 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, omission 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 requester, a copy of all reports, summaries, compilations, articles, publications or any document or series of documents that 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 that 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 CARLTON:

By: _____ Date: _____

Its: _____

NOTICE TO PERSONS UNDER AGE 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 or 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 service 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: _____	

DATA PRACTICES ADVISORY
(Tennessee Warning)

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 that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that 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 authorized by law to receive this information are:

