

Notice & Agenda

Swift County Board of Commissioners

Tuesday, August 19, 2014

11:00 AM

LEC Conference Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1	(1) Minutes from July 29, 2014 Special Meeting
	2-4	(2) Minutes from the August 5, 2015 Regular Meeting
	5-36	(3) Consider approving the Central Minnesota Emergency Services Board Joint Powers Agreement
	37	(4) Consider approving a maintenance bituminous patch on County Road 76
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		Presentation from the Swift County Librarians
11:40 a.m.		County Treasurer Ron Vadnais
	38-40	Review second quarter 2014 financials
11:45 a.m.		County Auditor Kim Saterbak
	41-45	Review second quarter 2014 Executive Departmental Budget Report
12:00 p.m.		Lunch Break
1:00 p.m.		Dave Barrett, Veterans Service Officer
	46-51	2013 Swift County Veterans Service Officer Annual Report
	52-58	Consider approval of the FY15 Veterans Enhancement Grant
1:20 p.m.		Scott Collins Environmental Services Director
	59	2013 Swift County Environmental Services Annual Report
	60-62	Consider approval of the Swift County D.A.C. Contract Amendment with Swift County Environmental Services.
		Other Business
	63-75	Consider approval of a contract with Brimeyer Fursman Group to complete a Strategic and Organization Development Plan for Swift County
	76-78	Review information on setting a referendum to appoint the County Treasurer and consider approving a resolution setting said referendum for the November 4, 2014 general election
	79-84	Consider approving a voting method for the PERA Correctional Plan referendum
2:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES
July 29, 2014

Chairman Fox called the meeting to order at 10:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Treasurer Ron Vadnais, and Amanda Ness. Also in attendance were Richard Fursman and Irina Fursman.

Administrator Pogge-Weaver explained the County's organization background which included an Administrative Report by Jim Mulder.

Richard Fursman, President, and Irina Fursman, Vice President of Brimeyer Fursman, introduced themselves and explained their goals for the meeting.

The board discussed their desire to develop a vision of 4 to 5 years from now with a plan that helps guide and identify steps that could be taken incrementally to achieve the desired vision. Discussions were had on past priorities such as renewable energy and how they were addressed such as the creation of the Blue Ribbon Commission. Current priorities highlighted included technology, efficiencies, and sustainability. Also discussed was including key people for the strategic planning, suggestions included community development directors, department heads, school officials, and community leaders.

Chairman Fox adjourned the meeting at 11:45 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
August 5, 2014

Chairman Fox called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke, and Amanda Ness.

Chairman Fox asked for any changes or additions to the agenda. Commissioner Hendrickx asked to add a discussion regarding a referendum addressing the appointment of the County Treasurer.

08-05-14-01 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the agenda with the noted addition. Motion carried unanimously.

08-05-14-02 Commissioner Klemm moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the July 15, 2014 Meeting (2) Approval of property tax abatements on utility parcel #36-2917203 (3) Appointment of the County Administrator as Animal Control Authority Hearing Officer (4) Approval to amend contract language to ensure that Independent Contractors, when transporting foster children in an agency vehicle, are covered by MCIT liability insurance and (5) Consent for the Swift County HRA to apply a special assessment on property at 513 18th Street North, Benson in the amount of \$3,427.00.

08-05-14-03 Commissioner Rudningen moved and Commissioner Peterson seconded to approve the Commissioner warrants as follows: Revenue: \$70,374.49; Road and Bridge: \$275,658.61; Solid Waste: \$21,630.36; Welfare & Family Services: \$83.58; and County Ditches Fund: \$4,871.55 which includes the following bills over \$2,000: Ascheman Oil, \$6,148.72; CNH, \$31,996.48; Contech Construction Products, \$7,045.40; Dooley Petroleum, Inc., \$26,432.99; Duinick Inc, \$230,785.87; Jan Nordmeyer, \$5,092.50; Prairie Five Cac, Inc., \$3,500.00; Swift County Highway Dept, \$2,372.57; Van Heuveln General Contracting Inc, \$3,501.35; Waste Management of Northern Minnesota, \$18,420.24; and Yellow Medicine County Jail, \$5,560.84. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on Chippewa River Watershed, SPCC, and the Hospital Board. Commissioner Klemm reported on Prairie Lakes Youth, DAC, Alliance Pipeline meeting, the County Board Workshop, and the MN Public Sector Collaborative. Commissioner Peterson reported on HRA and Prairie Five Community Action Council. Commissioner Rudningen reported on Glacial Ridge Scenic Byway, Insurance Committee, Extension Committee, and the County Board Workshop. Commissioner Hendrickx reported on DEED, Prairie Waters, SPCC, and RDC.

Administrator Pogge-Weaver updated the board on the recent Moody's bond rating which stayed at an A1, budget requests which were turned in by all department heads on Friday, the MCIT dividend notice, and the health insurance fund balance.

08-05-14-04 Commissioner Rudningen moved and Commissioner Peterson seconded to open the Public Hearing on adopting an ordinance regulating public pools within Swift County. Motion carried unanimously.

Countryside Public Health Administrator Liz Auch requested that the board move forward with adoption of the proposed ordinance which would allow them to continue inspecting the pools within Swift County.

**SUMMARY OF AN ORDINANCE PROVIDING
FOR THE REGULATION OF PUBLIC POOLS WITHIN SWIFT COUNTY IN CONSORTIUM WITH
BIG STONE, CHIPPEWA,
LAC QUI PARLE AND YELLOW MEDICINE
COUNTIES AS COUNTRYSIDE PUBLIC HEALTH SERVICE**

The Ordinance, referred to as the Swift County Public Pool Ordinance, provides for the regulation of Public Pools Within Swift County in consortium with Big Stone, Chippewa, Lac Qui Parle, and Yellow Medicine Counties as

Countryside Public Health Service and is adopted to protect and provide for public health, safety and general welfare of the County and its residents by licensing, inspecting and regulating public pools.

- Section I: Legal Authority Provisions
- Section II: Contains a listing of Definitions
- Section III: Adoption by reference of State Law and Minnesota Rules
- Section IV: Permits action to be taken by Environmental Health Director
- Section V: Plan Review – Responsibility of Minnesota Department of Health
- Section VI: Provides for Licensing and Inspecting Pools, Suspension and Revocation of Licenses, Appeals of Action Taken, and Enforcement Provisions
- Section VII: Repeal of Previous Ordinances if any
- Section VIII: Effective Date of Ordinance

A PRINTED COPY OF THE ENTIRE ORDINANCE IS AVAILABLE AT THE OFFICE OF SWIFT COUNTY ADMINISTRATOR, SWIFT COUNTY COURTHOUSE, 301 14th STREET, BENSON, MINNESOTA. NORMAL OFFICE HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM.

08-05-14-05 Commissioner Peterson moved and Commissioner Rudningen seconded to adopt an ordinance providing for the regulation of public pools within Swift County in consortium with Big Stone, Chippewa, Lac Qui Parle, and Yellow Medicine Counties. Motion carried unanimously.

8th Judicial District Drug Court Administrator Karon White updated the board on the progress and objectives of the District Drug Court.

HRA Executive Director Vicki Syverson discussed her reasons for recommending that the 2015 HRA levy remain at the same amount as the 2014 levy and updated the board on the progress of the small cities grant.

08-05-14-06 Commissioner Peterson moved and Commissioner Rudningen seconded to open the Public Hearing regarding an outlet into JD #19 and removal of property from JD #5. Motion carried unanimously.

Kurt Deter, the County’s legal representation on drainage issues, discussed the purpose of the public hearing which was to address a petition by David Yost and Kimberlee Yost regarding JD #5 and JD #19.

Parks and Drainage Supervisor Mike Johnson presented the board with the notices posted regarding the public hearing including posting notice for three consecutive weeks in the County’s legal newspaper, a letter to all assessed land owners on JD #5 and JD #19, and a notice posted in the Courthouse.

Petitioner David Yost presented his petition to remove the south 31 acres of his 65 acre parcel out of JD #5 and into JD #19.

Members of the public Gary Refsland, Bobbi Refsland, and Bill Cain asked questions regarding the effect the change would have on JD #5. After some discussion it was agreed that the effect would be to lessen the burden on JD #5 and transfer it to JD #19 which has capacity available.

08-05-14-07 Commissioner Hendrickx moved and Commissioner Rudningen seconded to affirm that JD #19 has

sufficient capacity. Motion carried unanimously.

08-05-14-08 Commissioner Peterson moved and Commissioner Klemm seconded to approve the outlet fee of \$150 plus the benefits of \$107 per acre. Motion carried unanimously.

08-05-14-09 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the petition authorizing the outlet into JD #19 and to remove property from JD #5. Motion carried unanimously.

08-05-14-10 Commissioner Rudningen moved and Commissioner Peterson seconded to adjourn the public hearing. Motion carried unanimously.

Executive Director Midge Christenson updated the board on the recent issues 6W Corrections has been facing and what they are doing to try to reduce their budget.

The board recessed for a five minute break and reconvened at 11:15 AM.

Administrator Pogge-Weaver updated the board on recent findings by PERA regarding the Correction Plan and an upcoming referendum that is needed to correct a social security issue.

Commissioner Hendrickx asked the board to consider holding a referendum to vote on appointing the County Treasurer.

08-05-14-11 Commissioner Hendrickx moved and Commissioner Peterson seconded to form a committee of Commissioner Fox and Commissioner Rudningen to meet with Treasurer Vadnais to discuss the possible appointment and to have Administrator Pogge-Weaver and County Attorney Robin Finke draft a resolution for the August 19th meeting. Motion carried unanimously.

Southwest Initiative Foundation Program Officer Cheryl Glaeser presented the board with the mission and history of the program and gave a financial overview.

Chairman Fox adjourned the meeting at 11:46 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sheriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 320-314-8350
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Central Minnesota Emergency Services Board Joint Powers Agreement	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: <p>The Central Minnesota Emergency Services is a regional radio board within the meaning of Minnesota statute. The 2013 Minnesota Legislature modified the statutes governing the creation, duties and powers of regional radio boards. The modifications included providing that regional radio boards may elect to become regional emergency communications boards and assume responsibility for the coordination of regional 911 services. These changes would require the board to develop and maintain a regional plan for the implementation of Next Generation 911 (NG911) service within the region (or subregions of the region) and establish regional technical and operational standards for the implementation of NG911 service within the region (or within subregions of the region) that are consistent with technical and operational standards for 911 service adopted on a statewide basis.</p> <p>The Statewide Radio Board implemented the changes provided in statute and is now a Statewide Emergency Communications Board with responsibility for ARMER, public safety radio, NG911 and public safety broadband data services. DECN has provided professional services to assist Regional Radio Boards modify their Joint Powers Agreements (JPA) to incorporate the NG911 and public safety broadband data into their existing governance structure for each region.</p> <p>Housekeeping modifications were made throughout the JPA document to ensure consistency and ease of understanding.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

Resolution Number 08-19-14-

**A RESOLUTION APPROVING MODIFICATIONS TO THE
JOINT POWERS AGREEMENT FORMING THE
CENTRAL MINNESOTA EMERGENCY SERVICES BOARD**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Swift County is a participating member of the Central Minnesota Emergency Services Board (hereinafter the “Board”), a Joint Powers Entity formed pursuant to Minnesota Statutes 403.39 and 471.59; and

WHEREAS, a Joint Powers Agreement creating the Board was approved by the parties to the Agreement comprising the Board, including Swift County; and

WHEREAS, the Minnesota legislature has amended Minnesota Statute Chapter 403 by adding a new section entitled “Regional Emergency Communications Boards” numbered Minnesota Statute 403.392 that provides authority for Regional Radio Boards to assume responsibility for coordinating regional 911 services; and

WHEREAS, compliance with this amendment to Minnesota statute requires modification of the existing Joint Powers Agreement; and

WHEREAS, the Board recommends modification of the Joint Powers Agreement governing the Board to provide for regional coordination of 911 services and public safety broadband data services.

NOW THEREFORE, BE IT RESOLVED the Swift County Board of Commissioners approves the modifications to the Joint Powers Agreement recommended by the Board and attached hereto; and be it further

RESOLVED that the Swift County Board of Commissioners is hereby authorized to execute the required addendum to the existing Joint Powers Agreement to implement the authorized modifications.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 19th day of August 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Klemm	___
Peterson	___	Rudningen	___		

April 28, 2014

Joint Powers Agreement

Central Minnesota Emergency Services Board

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**AN AGREEMENT FOR A
REGIONAL EMERGENCY SERVICES BOARD**

This Agreement is entered into this _____ day of _____, 20____, by and between the following political subdivisions of the State of Minnesota, who are the members of the board:

City of St. Cloud
Office of the Mayor
City Hall
400 Second Street South
St. Cloud, MN 56301

Douglas County
County Coordinator
County Courthouse
305 8th Avenue West
Alexandria, MN 56308

Morrison County
County Administrator
Government Center
213 First Avenue SE
Little Falls, MN 56345

Stearns County
County Administrator
Administration Building
705 Courthouse Square
St. Cloud, MN 56303

Wright County
County Administrator
Government Center
10 Second Street NW
Buffalo, MN 55313-1188

Traverse County
County Coordinator
County Courthouse
702 2nd Avenue North
Wheaton, MN 56296

Stevens County
County Coordinator
County Courthouse
400 Colorado Avenue
Morris, MN 56267

Benton County
County Administrator
Benton County Courthouse
PO Box 129 531 Dewey St
Foley, MN 56329

Kandiyohi County
County Administrator
County Courthouse
400 SW Benson Avenue
Willmar, MN 56201

Sherburne County
County Administrator
Government Center
13880 Highway 10
Elk River, MN 55330-4601

Swift County
County Administrator
County Courthouse
301 14th Street North
Benson, MN 56215

Otter Tail County
County Administrator
Government Services Center
500 Fir Avenue West
Fergus Falls, MN 56537

Wadena County
County Coordinator
County Courthouse
415 South Jefferson Street
Wadena, MN 56482

Mille Lacs County
County Administrator
County Courthouse
635 2nd Street SE
Milaca, MN 56353

Big Stone County
County Administrator
County Courthouse
20 Second Street SE
Ortonville, MN 56278

Meeker County
County Administrator
County Courthouse
325 Sibley Avenue North
Litchfield, MN 55355

Pope County
County Coordinator
County Courthouse
130 East Minnesota Avenue
Glenwood, MN 56334

Todd County
County Administrator
County Courthouse
221 First Avenue South
Long Prairie, MN 56347

Grant County
County Coordinator
10 Second Street NE
PO Box 1007
Elbow Lake, MN 56531

Wilkin County
County Coordinator
County Courthouse
300 South 5th Street
Breckenridge, MN 56520

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration herein contained, the parties to this Joint Power Agreement agree as follows:

ARTICLE I - AUTHORITY, PURPOSE, AND DUTIES

Section 1. Authority. This Agreement is entered into by the parties to this agreement pursuant to the authority conferred upon the parties by Minnesota Statutes 471.59, 403.39 and 403.392.

Section 2. Purpose. The parties to this Agreement wish to formulate a regional emergency services board to provide for regional administration of emergency services related functions including but not limited to:

- A. Establishing a regional radio board pursuant to Section 403.39 to implement, maintain and operate regional and local improvements and enhancements to the statewide, shared, trunked radio and communication system provided for in Section 403.36. With that objective in mind, the Parties to this Agreement wish to collectively prepare and administer a plan which provides for the installation, operation and maintenance of local and regional enhancements to the Statewide Public Safety Radio and Communication System known as Allied Radio Matrix for Emergency Response (hereinafter ARMER).
- B. Establishing a regional emergency communications board pursuant to Section 403.392 with the responsibility for coordinating 911 and public safety broadband data within the region. With that objective in mind, the Parties to this Agreement wish to collectively prepare and administer:
 - a. a plan which provides for the implementation of Next Generation 911 (NG911) service within the region or within sub-regions of the region consistent with standards established by the Statewide Emergency Communications Board;
 - b. a plan for the implementation and operation of public safety broadband data service within the region or within sub-regions of the region consistent with standards established by the Statewide Emergency Communications Board.
- C. To the extent permitted by law, encourage the development of new resources and coordination of regional and sub-regional emergency services to efficiently and cost effectively respond to emergency situations and provide a high level of public safety throughout the region.
- D. Provide a governance structure for the operation and administration of shared emergency response services on both a regional and sub-regional basis that will enhance, improve and provide for efficient and cost effective delivery of public safety services throughout the region.
- E. Coordinate Emergency Management activities, consistent with the Minnesota Emergency management Act of 1996, Minnesota Statute Chapter 12, between and among local units of government within HSEM Region 4.

This Agreement may be utilized to provide joint purchase of equipment or services. Joint purchase may occur when it is determined that such purchases are in the best interests of the Parties to this Agreement.

Section 3. Duties of the Parties to this Agreement.

Subd. 1. Regional Radio Board. When acting in its capacity as a regional radio board the Board shall have the responsibility for the planning, financing, development, design, construction, operation, management, control and administration of the regional enhancement to the statewide public safety radio and communications system (ARMER) in accordance with the Statewide Public Safety Radio Plan and the technical and operational standards of the Statewide Emergency Communications Board.

Subd. 2. Local Enhancements and Improvements. When acting in its capacity as a regional radio board the Board shall coordinate all local enhancements to the statewide public safety radio and communications system (ARMER) for jurisdictions and entities located within the region. All local enhancements and improvements must be consistent with local plans approved by the Board, sub-regional and regional plans authorized and approved by the Board and the Statewide Public Safety Radio Plan adopted by the Statewide Emergency Communications Board pursuant to statute. Improvements and enhancements are defined in the State Plan adopted by the Statewide Emergency Communications Board.

Subd. 3. Regional Emergency Communications Board. When acting in its capacity as a regional emergency communications board the Board shall provide for the:

1. development and maintenance of a plan for the implementation of Next Generation 911 (NG 911) service within the region or within sub-regions of the region consistent with standards established by the Statewide Emergency Communications Board;
2. establishment of regional technical and operational standards for the implementation and operation of NG911 service within the region or within sub-regions of the region that are consistent with technical and operational standards for 911 service adopted by the Statewide Emergency Communications Board;
3. development and maintenance of a plan for the implementation of public safety broadband data services within the region or within sub-regions of the region consistent with standards established by the Statewide Emergency Communications Board;
4. establishment of regional technical and operational standards for the implementation and operation of public safety broadband data services within the region or within sub-regions of the region that are consistent with technical and operational standards adopted by the Statewide Emergency Communications Board.

Subd. 4. Emergency Management. When acting in its capacity as an emergency management board the Board shall coordinate planning, training, and the purchase and use of equipment in order to ensure the most effective response to emergencies and disasters, both natural and other, within HSEM Region 4.

Subd. 5. Individual Duties. Each party to this Agreement shall establish such policies and take such steps as may be necessary to ensure the integrity and continued operation of this Board and to implement this Agreement and all requirements herein contained.

Subd. 6. Board Duties Relating to Grants. The Board shall establish policies and take such steps as may be necessary to plan, apply for, manage, administer, distribute and supervise grants consistent with the purpose of the Board.

- When acting in its' capacity as a radio board the Board shall ensure distribution of grant funds consistent with the membership of the ARMER Central Region as defined by the Statewide Emergency Communications Board and the purpose and program of the grant.
- When acting in its' capacity as an emergency communications board the Board shall ensure distribution of grant funds consistent with the membership of the ARMER Central Region as defined by the Statewide Emergency Communications Board and the purpose and program of the grant.
- When acting in its' capacity as an emergency management board the Board shall ensure distribution of grant funds consistent with the membership of HSEM Region 4 and the purpose and program of the grant.

ARTICLE II - REGIONAL EMERGENCY SERVICES BOARD

Section 1. Creation and Powers.

Subd. 1. Creation. There is hereby created a regional emergency services board that shall be known as “The Central Minnesota Regional Emergency Services Board”, hereinafter, the “Board”. The Board shall have such powers as are provided by Minnesota Statutes 403.39, 403.392, 471.59, Chapter 12 and this Agreement, including all powers necessary to plan, implement, maintain and operate:

1. regional and local improvements and enhancements to the Statewide Public Safety Radio and Communication System (ARMER) for the Central Minnesota ARMER Phase 3 region of development as determined by the Statewide Emergency Communications Board and identified in the State Plan as adopted by the Statewide Emergency Communications Board and provided by Minnesota Statute 403.39; ;
2. Next Generation 911 services within the region;
3. Public safety broadband data services within the region.

Subd. 2. Powers. The Board shall have the power to contract with counties, cities, tribal entities and non-governmental organizations that have built local sub-systems for the maintenance and operation of those systems. Counties, cities, tribal entities and non-governmental organizations that have built local sub-systems are not required to contract with the Board but may choose to manage, maintain and operate their own local sub-system. The Board shall have the responsibility to establish interoperability standards, policies and procedures that govern how local and regional sub-systems inter-operate. The Board shall not have the power or authority to establish standards, policies and procedures for the operation of local sub-systems except in those specific areas governing interoperability with regional systems except as provided by Agreement with local sub-system owners and operators. The Board shall not have the power or authority to assume the duties and responsibilities governing provision of emergency management specifically reserved by statute to local units of government except as provided by agreement with the individual parties to this Agreement.

Subd. 3. Additional Powers. In addition to the powers enumerated in Minnesota Statute Section 471.59, the Board shall have the following powers:

- The power to apply for and hold licenses for public safety frequencies to be used in regional and local improvements.
- The power to adopt regional performance and technical standards that do not interfere with the backbone or interoperability infrastructure administered by the Statewide Emergency Communications Board and subject to review of the Statewide Emergency Communications Board.
- The power to enter into any contract necessary to carry out its responsibilities.

- The power to acquire by purchase, lease, gift or grant, property, both real and personal, and interests in property necessary for the accomplishment of its purpose and to sell or otherwise dispose of property it no longer requires.
- The power to contract with the State of Minnesota, through the commissioner of transportation, for construction, ownership, operation, and maintenance of regional or local improvements to the statewide public safety radio and communication system.
- The power to apply for grants on behalf of one or more parties to this agreement consistent with the purpose of the Board.
- The power to determine sub-regions within the region where enhancements to the backbone (coverage or capacity) provide substantial benefit to more than one political sub-division or entity within that sub-region.
- The power to provide for user fees in contracts with system users and to assess user fees upon system users within the region for capital and operational costs for regional and sub-regional enhancements and for administrative costs of the Board in accordance with any Agreements with system users.
- The power to develop and maintain a regional plan for the implementation of Next Generation 911 (NG911) service within the region or within subregions of the region consistent with standards established under section 403.382.
- The power to establish regional technical and operational standards for the implementation of NG911 service within the region or within subregions of the region that are consistent with technical and operational standards for 911 service adopted pursuant to section 403.382.
- The power to develop and maintain a regional plan for the implementation of public safety broadband data services within the region or within subregions of the region consistent with standards established by the Statewide Emergency Communications Board.
- The power to establish regional technical and operational standards for the implementation and operation of public safety broadband data services within the region or within subregions of the region that are consistent with technical and operational standards for such service adopted by the Statewide Emergency Communications Board.
- The power to define sub-regions within the region for the delivery of shared emergency response services comprising those parties to the Agreement that have elected to participate in the shared emergency response service.
- The power to allocate costs both regionally and sub-regionally resulting from the delivery of shared emergency response services consistent with the terms and provisions of this Agreement and assessed to those parties electing to participate in the shared emergency response service.
- The Board may exercise other powers granted by the legislature to regional emergency communications boards and to counties and cities under Minnesota Statutes, Chapter 403, or any other law related to emergency services systems.

Section 2. Membership, Appointment and Term.

Subd. 1. Requirements for Participation. Participation in the Board is restricted to counties and cities that meet the following minimum requirements:

1. A County within the Central Minnesota ARMER region as defined by the Statewide Emergency Communications Board that has committed to participation in regional communications planning activities and planned, authorized, developed or implemented a local sub-system or integration of dispatch facilities into a cooperative communications system.
2. A City located wholly or partially within a county located in the Central Minnesota ARMER region as defined by the Statewide Emergency Communications Board that has committed to participation in regional communications planning activities and has planned, authorized, developed or implemented a local sub-system.

Subd. 2. Application for Participation. The Board will establish policies and procedures for application for participation in the Board.

Any County or City meeting the requirements and criteria for participation may request participation in the Board in accordance with policies and procedures established by the Board.

Subd. 3. Initial Participants. Initial participants include Benton, Kandiyohi, Meeker, Morrison, Sherburne, Stearns, Todd and Wright counties and the City of St. Cloud. Each of these agencies is deemed to meet the minimum requirements for participation in the Board.

Subd. 4. Membership. The members of the Board shall be:

- One County Commissioner from each county party to the Agreement.
- One City Council member from each city party to the Agreement.

Subd. 5. Appointment - Members Representing Counties and Cities. The members representing counties and cities shall be appointed by their respective governing bodies from the membership of that governing body. A successor must be appointed no later than sixty (60) days following the date a member is no longer an elected official.

Subd. 6. Term - Members Representing Counties and Cities. The term shall be for one year and until a successor is duly appointed; however, a member so appointed shall serve at the pleasure of that member's appointing governing body. There shall be no limit on the number of terms a member may serve.

Subd. 7. Alternates - Members Representing Counties and Cities. Each appointing authority may designate an alternate who shall be authorized to act in the absence of the member.

Subd. 8. Other Members of the Board. In addition to those members previously defined the following shall also be voting members of the board:

1. Standing Committee Members:
 - a) A member of the Central Minnesota Regional Advisory Committee.
 - b) A member of the Central Minnesota Regional User Committee.
 - c) A member of the Central Minnesota Regional Owners and Operators Committee.
 - d) A member of the Central Minnesota Emergency Management Advisory Committee.
 - e) A member of each Special Advisory Committee created by the Board as provided in Article III Section 4 of this Agreement.

2. Federally Recognized Indian Tribes. When acting in its' capacity as a regional radio board the Board may provide for representatives of Federally recognized Indian tribes to serve as voting members of the Board when acting in its' capacity as a regional radio board pursuant to Minnesota Statute 403.39 subdivision 1. All Federally recognized Indian tribes so authorized shall meet the following minimum requirements:
 - a) All Tribal Governments so authorized shall be located wholly or partially within the Central Minnesota ARMER region as defined by the Statewide Radio Board;
 - b) All Tribal Governments so authorized shall certify a commitment to participation in regional communications planning activities and have planned, authorized, developed or implemented a local sub-system or provided equipment and services intended to provide interoperability with other parties to this Agreement;
 - c) All Tribal Governments so authorized shall enter into an agreement with the Board specifying the terms of relationship between the parties. The agreement shall provide, at a minimum, for the following:
 - a. Certification of Federal recognition for the Indian tribe.
 - b. Certification the tribal government meets the requirements for participation by location within the defined region.
 - c. Agreement of the tribal government to be bound by the terms and conditions of this Agreement.
 - d) All Tribal Governments so authorized shall appoint a member of the tribal governing body to serve as a member of the Board when acting in its' capacity as a regional radio board. The tribal governing body may appoint an alternate to the same extent as provided for cities and counties party to the Agreement;

- e) All Tribal Governments so authorized shall appoint a representative and alternate meeting the qualifications specified in Article III Section 1 to serve as a voting member of the Regional Advisory Committee;
- f) All Tribal Governments so authorized shall appoint five representatives meeting the qualifications specified in Article III Section 2 to serve as voting members of the Regional Users Committee;
- g) All Tribal Governments so authorized shall appoint a representative and alternate meeting the qualifications specified in Article III Section 3 to serve as a voting member of the Regional Owners and Operators Committee;
- h) The term and appointment process for all representatives of tribal governments authorized to participate shall be similar to the term and appointment process provided for cities and counties party to this Agreement;
- i) All Tribal Governments so authorized shall request participation in the Board when acting in its' capacity as a regional radio board by resolution of the governing body.

Subd. 9. Selection, Term, and Alternates - Other Members of the Board. The member of each of the committees designated to serve as members of the Board shall be selected by majority vote of the entire committee membership on an annual basis. There shall be no limit on the number of terms a committee member may serve on the board. Each of these committees shall select by majority vote, an alternate who shall be authorized to act in the absence of the member of the board. Committee members elected to serve as Board members and alternates shall serve a term of one year and until a successor is duly elected. If an individual elected to serve as a Board member or alternate ceases to be a member of the committee by resignation or action of the appointing authority or any other cause, the committee shall meet within sixty (60) days of notification of change and select, by majority vote, a replacement.

Subd. 10. User Committee Board Advisors. In addition to the positions defined herein the Board may authorize the Central Minnesota Regional User Committee to appoint not more than two additional representatives to advise the Board. Not more than one shall be a representative of a law enforcement agency and not more than one shall be a representative of a fire service or EMS agency. Any representative so appointed shall have the right to participate in discussion or debate and advise the Board on matters relative to pending issues but shall not be empowered to initiate any issue or matter or have a vote on any issue or matter before the Board.

Subd. 11. Modification to Board Composition. Modification of the composition of the Board subsequent to its initial creation shall only be through the process established for the amendment of this Agreement.

Section 3. Officers, Meetings, Quorum, Rules, Notices, and Open Meeting.

Subd. 1. Officers of the Board. The officers of the Board shall be a Chairperson and a Vice-Chairperson and such other positions as the board shall create. All officers shall be board members except as otherwise provided herein.

The Board shall select a Chairperson and Vice-Chairperson at its first meeting. The Board shall appoint a recording secretary and make provision for the proper compilation and promulgation of meeting minutes, notices and communications. The Board shall select such other officers as it deems appropriate. All officers so selected shall serve until the first meeting of the next calendar year. The term of office shall commence following election at the first meeting of each year and continue through the first meeting of the next calendar year.

The Board shall select a Chairperson, Vice-Chairperson, recording secretary and other officers annually at the first meeting of each calendar year.

The recording secretary is not required to be a member of the Board. If the Board selects a non-Board member as recording secretary that person will not be a voting member of the Board but will serve solely as a recording secretary without right of participation in decisions or actions or matters before the Board.

Subd. 2. Meetings. The initial meeting of the Board shall be at a time and place designated by agreement of the parties following approval of the Agreement by a majority of the initial governing bodies.

The Board shall meet at least twice annually. The Board shall meet at the beginning of each calendar year to select officers, review the operation, management, control and administration of radio and communications systems in its charge and review the operation, management, control and administration of each Special Advisory Committee and project under its control and direction. The Board shall begin the budget planning process for the following year at the first meeting of the calendar year. The Board shall meet in June of each year to review the operation, management, control and administration of radio and communications systems in its charge and review the operation, management, control and administration of each Special Advisory Committee and project under its control and direction. The Board shall approve the proposed budget for the following year at the June meeting.

The Board shall establish a schedule of additional meeting dates appropriate to the workload. The Board shall provide a process for special meetings to be convened at the call of the Chairperson of the Board or in writing by a majority of Board members.

The Board shall designate a location for all meetings of the Board.

Subd. 3. Quorum and Approval of Action. A quorum for the transaction of business of the Board shall be a majority of the members (or designated alternate in the absence of the member) of the Board. Any motion or resolution of the Board must be approved by a majority of those members (or designated alternate in the absence of the member) in attendance at the meeting unless a greater number is required by law or other rules or policies adopted by the Board.

Subd. 4. Rules of Order. The conduct of all meetings shall be governed by rules, policies and/or procedures adopted by the Board.

Subd. 5. Notices. Public notice of all meetings of the Board shall be provided in the manner required by Minnesota Statutes.

Subd. 6. Open Meetings. All meetings of the Board shall be subject to the Open Meeting Law and shall be open to the public as required by law.

ARTICLE III - COMMITTEES

Section 1. Regional Advisory Committee. The administration of each party to this Agreement shall appoint one staff person with specialized technical, operational or administrative skills and responsibilities to represent that agency on the Regional Advisory Committee. The Board may designate representatives of Non-Governmental Organizations (hereinafter NGO's) and tribal entities not members of the Board when acting in its' capacity as a regional radio board with specialized technical, operational or administrative skills and responsibilities to serve as voting members of the Regional Advisory Committee. The members of the Regional Advisory Committee will serve until replaced by the appointing authority. The Regional Advisory Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Regional Advisory Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis. The Regional Advisory Committee shall be required to:

- To review all recommendations to the Board from all other committees regarding policies and procedures prior to Board action.
- To provide technical recommendations to the Board on matters affecting technology and system planning and development.
- To develop and recommend administrative procedures for the Board.
- To recommend an annual budget for the Central Minnesota Regional Emergency Services Board.
- Such other duties as may be defined by the Board.

Section 2. Regional User Committee. The administration of each party to this Agreement shall appoint at least one (1) and not more than five (5) representatives to the Regional User Committee. These representatives should be members of law enforcement, fire service, EMS providers, emergency services staff and other groups or disciplines providing a representative committee of the users of the systems under the responsibility of the Board. The parties to this Agreement are strongly urged to cooperate to ensure a balanced committee with ample representation of the entire user community. The members of the Regional User Committee will serve until replaced by the appointing authority. The Regional User Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Regional User Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis. The Regional User Committee shall have the following responsibilities:

- To recommend to the Regional Advisory Committee such policies and procedures as may be required or necessary for consistent, reliable quality radio interoperability throughout the region.

- To recommend to the Regional Advisory Committee such policies and procedures as may be required or necessary for integration of local and regional sub-systems into the ARMER system.
- At the direction of the Board and with the cooperation of the Regional Advisory Committee recommend the establishment of minimum training standards for system users, including refresher training.
- At the direction of the Board and with the cooperation of the Regional Advisory Committee recommend the establishment of minimum requirements for training service providers including employees of agencies trained to provide training services.
- At the direction of the Board and with the cooperation of the Regional Advisory Committee recommend the establishment of minimum equipment specifications for mobile and portable devices authorized for use on regional and local sub-systems.
- Such other duties and responsibilities as are assigned by the Board.

Section 3. Regional Owners and Operators Committee. The administration of each party to this Agreement that also owns and operates a local sub-system shall appoint a representative experienced in the management and operation of the local sub-system to serve on the Owners and Operators Committee. The members of the Owners and Operators Committee will serve until replaced by the appointing authority. The Owners and Operators Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Owners and Operators Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis.

Section 4. Emergency Management Advisory Committee. The appointing Authority of each party to this Agreement shall appoint one staff person with specialized skills in the provision of Emergency Management focusing on policy, management and administration to serve as a voting member of the Emergency Management Advisory Committee. Alternates may also be appointed to act in the absence of the designated representative. The members of the Advisory Committee will serve until replaced by the appointing authority. The Advisory Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Advisory Committee may designate and appoint sub-committees and work groups as required to accomplish its purpose. The Emergency Management Advisory Committee shall designate, by majority vote, a member to serve as a voting member of the Board and an alternate. Only members representing parties to the Agreement located in Homeland Security Emergency Management Region IV are eligible to serve as members or alternates of the Board representing the Emergency Management Advisory Committee. Such selection shall be on an annual basis. Only members representing parties to the Agreement located in Homeland Security Emergency Management Region IV are eligible to vote on recommendations to the Board regarding

grant plans, applications, management, allocation or distribution. The Emergency Management Advisory Committee shall have the following responsibilities and duties:

- To recommend to the Board such policies and procedures as may be required or necessary for consistent, reliable and coordinated quality emergency management throughout the region.
- To recommend to the Board such policies and procedures as may be required or necessary for the efficient and effective management of grants and funding to improve emergency preparedness and public safety throughout the region.
- To develop recommendations to the Board for regional grant applications to improve emergency preparedness and public safety throughout the region.
- To develop recommendations to the Board for regional planning in order to better respond to emergencies and natural and other disasters within HSEM Region 4.
- To develop recommendations to the Board for regional training in order to better respond to emergencies and natural and other disasters within HSEM Region 4.
- To develop recommendations to the Board for the purchase and use of equipment and services in order to better respond to emergencies and natural and other disasters within HSEM Region 4.
- To develop recommendations to the Board for additional or alternative programs and services to enhance and improve emergency preparedness and public safety throughout HSEM Region 4.
- Such other duties and responsibilities as directed by the Board and consistent with appropriate principals, duties and obligations of effective Emergency Management.

Section 5. Special Advisory Committees. At the request of two or more parties to this Agreement who commit to participate the Board may, by a 2/3 (two thirds) majority vote of the parties to this Agreement, create special advisory committees for the purpose of providing a governance structure for a shared emergency response service. The committees so created shall be topical in nature and dedicated to advising the Board on matters of policy, management, operation and administration governing the delivery of the shared emergency response service. Only those parties to this Agreement that have elected to participate in a Special Advisory Committee are eligible for inclusion in the committee. The Administration of each party to this Agreement that has elected to participate in the delivery of the shared emergency response service shall appoint one staff person experienced in matters of policy, management, operation and administration related to the nature and subject of the Advisory Committee to serve as a voting member of the Advisory Committee. An alternate may also be appointed. The members of the Advisory Committee will serve until replaced by the appointing authority. The Advisory Committee shall establish by-laws and procedures for its operation. All such by-laws and procedures shall be ratified by the Board prior to taking effect. The Advisory Committee may designate and appoint sub-committees and work groups as required to accomplish its purpose. Each Advisory Committee created by the Board shall designate, by majority

vote, a member to serve as a voting member of the Board and an alternate. Such selection shall be on an annual basis.

Section 6. Other Committees. The Board shall create such other committees as it deems appropriate to its purpose and define its' duties and responsibilities. The Board should endeavor to appoint an existing Board member to chair each committee whenever compatible with the purpose of the committee. If the Board does not appoint an existing Board member to chair the committee so created the chair of the newly created committee shall not be a member of the board by virtue of appointment to the committee. Membership on committees is not limited to existing Board members. The Board shall have sole discretion in the appointment or process of appointment for committees.

ARTICLE IV - ADMINISTRATION

Section 1. Administrative Services. The Board shall establish policies and procedures for the administration of the affairs of the Board.

Administrative services shall be provided under the direction and control of the Board. These services shall include, but are not limited to, financial, legal and general administration. The Board shall provide a policy for the reimbursement of all administrative costs to be distributed among the parties to this Agreement in a fair and equitable manner reflective of the extent of participation and use of services.

The Board shall ensure adherence to the Minnesota Government Data Practices Act.

Section 2. Employees. The Board shall have the authority to hire and retain such employees as are deemed necessary by the Board. Such authority is limited by the budget approval process herein provided.

Section 3. Employees of Parties to the Agreement and the Board.

Subd 1. Employees of the Parties. Employees of the Parties to this Agreement shall not be considered employees of the Board for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

Subd 2. Employees of the Board. Employees of the Board shall not be considered employees of the Parties to this Agreement for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

Section 4. Joint Purchasing. The Parties to this Agreement may purchase or sell equipment, materials, supplies and fixtures under a joint arrangement or bidding process.

Section 5. Inventory. The Board shall maintain in its records an inventory of all real and personal property.

Section 6. Contracts and Bidding. Contracts shall be let and lease, purchases, rental and sales of equipment and supplies, professional or other services for regional and sub-regional enhancements and improvements to the backbone shall be made by the Board in accordance with the legal requirements applicable to the Parties to this Agreement.

ARTICLE V - FINANCES

Section 1. Budget. The Board shall adopt a budget annually. The budget shall provide for the following three categories:

Subd. 1. Administrative Expenses. The Administrative Expense category shall account for all expenses associated with the administration of the Board. The budget shall list the administrative expenses of Shared Emergency Response Services separately.

Subd. 2. Operational Expenses. The Operational Expense category shall account for all expenses associated with the:

- continued maintenance and operation of enhancements to the basic communication and interoperability infrastructure;
- continued maintenance and operation of Shared Emergency Response Services.

Where operational expenses can be associated with a single political subdivision or entity or to a sub-region of the region, those operational expenses shall be accounted for separately. The budget shall list operational expenses for Shared Emergency Response Services separately.

Subd. 3. Capital Expenses. The Capital Expense category shall account for all expenses associated with the acquisition of:

- equipment related to providing enhancements to the basic communication or interoperability infrastructure;
- equipment and services required to provide Shared Emergency Response Services.

Where capital expenses are related to a single political subdivision or entity or to a sub-region of the region, those capital expenses shall be accounted for separately. Capital expenses for Shared Emergency Response Services shall be listed separately.

Section 2. Budget Development. In developing and adopting its annual budget the following rules shall be applied:

Subd. 1. Individual Costs.

- Capital costs which only benefit one political subdivision or entity must be approved by that political subdivision or entity before inclusion in the budget.
- Operational costs which only benefit one political subdivision or entity, are the responsibility of that political subdivision or entity.

Subd. 2. Sub-Regional Costs.

- Capital costs benefiting more than one political subdivision or entity should be allocated in a fair and equitable manner to the sub-region which will benefit from the expenditure. All political subdivisions proposed for participation in sub-

regional costs must approve the capital expense before it can be included in the budget.

- Operational costs associated with sub-regional projects are the responsibility of users within that sub-region and should be allocated in a fair and equitable manner reflective of the extent of participation and use of services.

Subd. 3. Regional Costs.

- Capital costs that benefit the region should be allocated in a fair and equitable manner to all users within the region. The costs must be approved separately by the Board before inclusion in the budget.
- Operational costs associated with regional projects are the responsibility of all users within the region and should be allocated in a fair and equitable manner reflective of the extent of participation and use of services.

Subd. 4. Administrative Costs. The parties to this Agreement shall contribute each year to a General Fund. The manner of the distribution of the administrative costs between the parties shall be determined by the Board to provide a fair and equitable distribution reflective of the extent of participation and use of services. The General Fund shall be used for general administrative purposes including, but not limited to: Board expenses, staff expenses, equipment, purchase of professional or other services, purchase of supplies, insurance and bonds.

Subd. 5. Shared Emergency Response Service Expenses. The Board shall allocate the administrative, operational and capital costs associated with the operation of shared emergency response services and their associated Special Advisory Committee among and between the participating parties. The manner of the distribution of the expenses between the parties shall be determined by the Board to provide a fair and equitable distribution reflective of the extent of participation and use of services.

Section 3. Budget Adoption Process and Objection to Budget/Financial Contribution.

Subd. 1. Budget Adoption. On or before June 30th of each year, the Board shall, by approval of a majority of all members of the Board, adopt a proposed budget for the ensuing year. The budget shall include the total amount necessary for administrative expenses, operational expenses and capital expenses. The Board shall certify the budget on or before June 30th to the governing bodies of the Parties to this Agreement, together with a statement of the proportion of the budget to be contributed by each party. By August 1st of each year the Parties to this Agreement shall approve or object to the proposed budget and the parties' financial contribution and give notice of its action to the Board. The budget shall be deemed approved in the absence of action by August 1st. Final action adopting a budget for the ensuing calendar year shall be taken by the Board on or before August 15th of each year.

Subd. 2. Objection to Budget/Financial Contribution. Any Party to this Agreement objecting to their financial contribution shall meet with the Board and attempt to resolve any differences. If this effort is unsuccessful any party which has objected to its financial contribution may withdraw from this Agreement as provided herein.

Subd. 3. Payment of Contribution. Each party to this Agreement shall be invoiced for required contributions in a manner determined by the Board and within the budget year of the required contribution. The contribution of each party to this Agreement shall be paid not later than 30 days following receipt of invoice.

Section 4. Expenditure of Funds. All funds shall be expended in a manner determined by the Board, but the method of disbursement shall agree, as far as practicable, with the method provided by law for disbursement of funds by the Parties to this Agreement.

Section 5. Reports and Audit. The Board shall require periodic financial reports detailing all receipts and disbursements. The Board shall require an annual audit of the funds of the Board.

ARTICLE VI - NOTICES, BREACH, WITHDRAWAL, AND TERMINATION

Section 1. Notices. All notices required or permitted to be given by any party to this Agreement shall be in writing and shall be sent by first class mail to the administrative offices of the other parties. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring action by the governing body of a party to the Agreement, the response shall include a certified copy of the resolution, motion or minutes of the governing body.

Section 2. Breach of Agreement. If any party breaches this Agreement and is given written notice of the breach and the nature thereof, the breaching party shall have thirty (30) days in which to cure the breach. Additional costs incurred by the parties to this Agreement resulting from the breach shall be the responsibility of the breaching party.

Section 3. Withdrawal from Agreement. Any party may withdraw from this Agreement by resolution adopted by a majority vote of the full membership of its governing body and by formal written notice to all the parties to this Agreement and the Board. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subd. 1. Withdrawal Limitations. No withdrawal shall be permitted until the withdrawing party has made provision for the full repayment of any obligations issued to finance or refund the financing of any portion of the system for which the withdrawing party has responsibility and previously approved as provided in Article 5, Section 2, subdivision 2 of this Agreement.

Subd. 2. Withdrawal Notification Period. After the December 31st following repayment in full of any obligations issued to finance or refund the financing of any approved portion of the system, withdrawal shall only be permitted if the notice required pursuant to this section is given at least one year in advance of the withdrawal, but no later than December 31st of the year prior to the intended withdrawal, i.e. notice by December 31, 2019 for withdrawal on December 31, 2020. The withdrawal shall not affect the continuing liability of the withdrawing party for continuing obligations incurred that had the approval of the party prior to the notice of withdrawal, including lease-purchase or installment purchase obligations. To the extent permitted by law, the withdrawing party shall also be obligated for continuing obligations of the Board directly related to the services or activities of the Board which are caused by the withdrawal.

Subd. 3. Distribution of Property on Withdrawal. A withdrawing party shall not be eligible for the distribution of any property or assets at the time of withdrawal except as otherwise specifically provided in this Agreement.

Section 4. Termination. This Agreement may be terminated by the adoption of resolutions approving such termination by 75% of the governing bodies of the parties to this Agreement. To the extent permitted by law the termination shall not affect the continuing liability of the parties to the Agreement for indebtedness incurred prior to the termination, or for other continuing obligations.

Section 5. Distribution of Property and Termination. All property, assets and funds of the Board shall be distributed to the parties to this Agreement upon termination in direct proportion to their participation and contribution. Sub-system resources owned and operated directly by the Board serving more than a single entity party to this Agreement shall be distributed in a manner most likely to provide for the continued operation and maintenance of the resource. The Board shall encourage and foster the joint operation of resources intended to provide sub-system services for multiple agencies upon its termination.

Upon the termination of the Board as herein provided any entity that has withdrawn from this Agreement prior to termination shall share in the distribution of property, assets and funds of the Board only to the extent they shared in the original expense.

ARTICLE VII - AMENDMENTS TO THE AGREEMENT

Section 1. Proposal and Notification.

Subd. 1. Proposal. Amendments to this Agreement may be proposed by any party to the Agreement.

Subd. 2. Notification. Notice of the proposed amendments shall be sent by the initiating party or parties to the Board and all parties to the Agreement.

Section 2. Approval and Adoption.

Subd. 1. Approval. Amendments to this Agreement shall be reviewed by the Board and then submitted with comment and recommendation for consideration by the governing body of each party to the Agreement. Adoption of an amendment to this Agreement must be approved by resolution of each governing body party to this Agreement before it shall become effective.

Subd. 2. Signatures Required. An amendment shall require the proper signatures of each party to this Agreement and shall become an addendum to this Agreement.

ARTICLE VIII - DURATION, INTERPRETATION, SAVINGS CLAUSE, VENUE AND MEDIATION

Section 1. Duration. This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, or any state law terminating the Agreement.

Section 2. Interpretation.

Subd. 1. Captions. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Subd. 2. Minnesota Statutes. Minnesota Statutes and laws govern the interpretation of this Agreement.

Section 3. Savings Clause. Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the parties to this Agreement shall meet for the purpose of arriving at an Agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the governing body of the Parties to this Agreement by resolutions adopted in the manner specified for the adoption of amendments.

Section 4. Venue. Venue of any legal disagreement between the parties to this Agreement shall be in Minnesota State Court.

Section 5. Mediation. In the event a dispute shall arise between the parties to this Agreement regarding the interpretation or application of this Agreement, the parties agree to participate in mediation. The Board shall select a mediator to assist in resolution of the dispute. If the Board is unable to agree on the selection of a mediator the Board shall request the Statewide Emergency Communications Board to appoint a mediator. The parties agree to share equally in the costs of mediation. The mediator shall not have the power to render a binding decision or force an agreement on the parties. The mediator shall not have the power to modify the terms of this Agreement.

ARTICLE IX - INDEMNIFICATION WAIVER OF SUIT

Section 1. Mutual Indemnification. The Central Minnesota Regional Emergency Services Board shall fully defend, indemnify and hold harmless the participants against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of its employees participating in the Central Minnesota Regional Emergency Services Board. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota State Statutes, Chapter 466, or other applicable law.

Pursuant to Minnesota Statute 471.59, subd. 1a, no participating entity shall be held responsible for acts or omissions of other participating entities.

This section shall survive termination of this Agreement or a party's withdrawal from the Agreement.

ARTICLE X - EXECUTION

All parties need not sign the same copy. Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

In Witness Whereof, the officers indicated below of the Parties to this Agreement have signed this Agreement by authority of their respective governing bodies.

**Central Minnesota
Emergency Services Board**

**Joint Powers Agreement
including
April 28, 2014
amendments**

Swift County

Chairperson of County Board

Auditor/Administrator

Date

Date



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a maintenance bituminous patch on County Road 76	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: CR 76 is in need of repairs and Riley Bros. Inc has offered to pave a 1" lift for \$56.00 a ton cost about \$28,000 to do 3,400 feet.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 2nd Quarter 2014 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

FUND: FUND NAME	BANK #	INSTITUTION	ID#	DATE		Maturity	INVESTMENT	ADDS &	TOTAL INVEST.	INTERES	MONTH	ACCRUED	INTEREST	INTEREST
				PURCHAS	ACCRUAL									
1001 Tax Accts-Consolidated		Various				30-Jun-14			\$36,530.00		30-Jun-14			\$55.54
1001 Revenue/checking	2	St Bk of Danvers	267151			30-Jun-14			\$2,226,453.20	0.10%	30-Jun-14		\$325.69	\$575.17
1001 Revenue	1	1st Security Benson	MMIS#1007665			30-Jun-14	\$599,736.85	1172.62	\$600,909.47	0.20%	30-Jun-14		\$102.06	\$1,172.62
1001 Revenue	1	WELLS FARGO	1AB21819			30-Jun-14			\$2,266,866.71	0.01%	30-Jun-14		\$7.44	\$44.13
1092 Rev/Health Care	15	Franklin Fund-MF	45789			30-Jun-14			\$524,981.42	1.22%	30-Jun-14	\$1,308.97	\$1,308.97	\$8,111.46
1101 Human Services	1	1st Security Benson	MMIS#1006436			30-Jun-14	\$24,978.39	212.32	\$25,190.71	0.20%	30-Jun-14		\$35.99	\$212.32
1101 Human Services	17	Co-op Credit-Benson	Savings#14534	4/1/2014		30-Jun-14	\$205,605.95	307.68	\$205,913.63	0.30%	30-Jun-14	\$152.32		\$307.68
3001 R&B	13	Comm Dev Bk	29306	4/1/2014		30-Jun-14	\$753,666.09	751.91	\$754,418.00	0.20%	30-Jun-14	\$372.04		\$751.91
3001 R&B	1	1st Security Benson	MMIS#1006493			30-Jun-14	\$1,899,967.25	1903.56	\$1,901,870.81	0.20%	30-Jun-14		\$323.01	\$1,903.56
1097 Revenue	15	Compass Bank	20449E6F8	6/8/2012	12/9/2013	9-Jun-14	\$100,000.00	-100000	\$0.00		30-Jun-14	\$0.00		
3001 R&B	15	Mizuho Bk	60688MFF6	2/12/2014	2/12/2014	8/12/2014	\$249,000.00		\$249,000.00	0.30%	30-Jun-14	\$282.43		\$401.10
3001 R&B	15	Bk of Baroda	06062AGL7	2/14/2014	2/14/2014	8/14/2014	\$249,000.00		\$249,000.00	0.30%	30-Jun-14	\$278.33		
1097 Revenue	15	Bk of India	06278CER2	9/18/2013	9/18/2013	17-Sep-14	\$100,000.00		\$100,000.00	0.55%	30-Jun-14	\$429.45		
1097 Revenue	15	DiscoverBk-DE	254671BH2	5/25/2012	5/23/2014	26-May-15	\$100,000.00		\$100,000.00	1.05%	30-Jun-14	\$109.32	\$520.68	\$520.68
1097 Revenue	15	Synovus Bk-Georgia	87164DEA4	3/5/2014	3/5/2014	4-Sep-15	\$100,000.00		\$100,000.00	0.35%	30-Jun-14	\$112.19		
1097 Revenue	15	Goldman Sachs	38147JYG1	4/30/2014	4/30/2014	2-May-16	\$100,000.00		\$100,000.00	0.55%	30-Jun-14	\$91.92		
1097 Rev/R&B/HS Emp Ben Fund	4	Riverwood Bk	811001421	3/8/2012	3/10/2014	10-Jan-17	\$200,000.00		\$200,000.00	1.05%	30-Jun-14	\$644.38		\$3,028.11
TOTALS									\$9,641,133.95	0.48%				\$17,084.28
SCBH-LOAN				12/31/2012	5/1/2014	12/1/2032	\$2,000,000.00	-123863.5	\$1,876,136.50	2.00%	31-May-14	\$3,084.06	\$3,138.53	\$19,004.97
CNH LOAN#1				12/31/2012	4/9/2014	10/11/2016	\$1,500,000.00	-734983.8	\$765,016.17	1.75%	31-May-14	\$1,907.30		\$5,718.47
CNH LOAN#2				12/31/2012	4/9/2014	7/9/2019	\$400,000.00	-83018.67	\$316,981.33	1.75%	31-May-14	\$790.28		\$2,815.41
Total Cash, Investments & Loans Receivable									\$11,040,112.78					

Swift County Cash & Investments

(Includes unrealized gains)

As of 6/30/14

Acct	6/30/14 Balance
ASSETS	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	24,166.00
Financial SecurityBk-Kerkhoven	2,500.00
HS MMKT#1006436-1st Security	25,190.71
HS-MMIS# 14534(Credit Union)	205,913.63
PSB-Appleton	9,864.00
R&B 14-1	249,000.00
R&B 14-2	249,000.00
R&B MMKT#29306-ComDevBank	754,418.00
R&B-MMIS#1006493-1st Security	1,901,870.81
Rev-MMKT#1007665-1st Security	600,909.47
Revenue 14-4	100,000.00
Revenue12-5	100,000.00
Revenue12-6	100,000.00
Revenue13-9	100,000.00
Revenue14-3	100,000.00
StBkDanvers	2,226,453.20
WELLS FARGO	2,166,866.71
TOTAL Cash and Bank Accounts	8,916,152.53
Other Assets	
EMP BENEFITS--CD@ Riverwood Bk	200,000.00
TOTAL Other Assets	200,000.00
Investments	
REV-HEALTH CARE	524,981.42
TOTAL Investments	524,981.42
TOTAL ASSETS	9,641,133.95
LIABILITIES	0.00
OVERALL TOTAL	9,641,133.95



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: 2nd Quarter Executive Departmental Budget Report	
AGENDA YOU ARE REQUESTING TIME ON: 11:45 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Attached is the 2nd Quarter Executive Departmental Budget Report Executive Departmental Budget Report that will be reviewed at the Commission's meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - 2nd QTR 2014**

Fund	Department	Expense	Revenue	Actual Expenses		Annual Budget
				Current Yr	Prior Year	Prior Yr
01	003	General Government	Includes Alliance Pipeline payment of \$179,231.99	\$ 351,502	\$ 134,073	\$ -
	5	Board of Commissioners		\$ 110,218	\$ 107,901	\$ 244,475
01	021	Law Library	This expense is comprised mainly of printing & publication costs. Over the last 7 years - this expense averages \$13,600.	\$ 15,610	\$ 8,387	\$ -
	31	County Administrator		\$ 117,073	\$ 55,510	\$ 154,700
	40	County Auditor		\$ 82,792	\$ 138,663	\$ 143,052
	41	County Treasurer	Revenue, over the last 3 years has averaged between \$8000 and \$9000 for the 1st 1/2 of the year.	\$ 97,732	\$ 88,173	\$ 186,936
	42	County Assessor	Assessors revenue is received from services provided to Cities for assessments which are billed and received in the 1st 1/2 of the year.	\$ 105,171	\$ 119,475	\$ 251,291
01	043	Public Examiners	Expense (mainly Auditor) will start in the 2nd Qtr, only partial billing invoices have been received so far.	\$ 1,216	\$ 44,564	\$ 61,000
01	044	License and Permits	Most licensing will occur in June & July			
01	060	Data Processing	Human Services will reimburse this account in April County will reimburse in December	\$ 31,203	\$ 33,675	\$ 75,500
01	080	Election	Only recorded thru 6/30 were Election supply order and annual maintenance charge.	\$ 11,448	\$ 7,795	\$ 4,000
01	090	County Attorney	Money comes from the forfeiture fund-paid randomly	\$ 206,535	\$ 184,428	\$ 370,141
01	100	Land Records	Down from prior year by 50% (which still holds true for 2nd qtr)	\$ 104,633	\$ 96,071	\$ 245,971
01	110	Courthouse		\$ 79,172	\$ 77,175	\$ 195,672
	111	County Museum Building		\$ 8,980	\$ 25,676	\$ 168,672
	112	CPHS Building		\$ 8,586	\$ 902	
	113	Prairie 5 Building	Expenses up \$3000 from prior year to date in total.	\$ 12,821	\$ 856	
	114	Welfare Building				
	120	County Medical Insurance	Amount reclassified to the Health Fund during second quarter.	\$ (155,710)	\$ 2,802	
	122	Veterans Services		\$ 74,733	\$ 62,324	\$ 145,518
	123	Planning & Zoning	The Block Grant is received in the 4th Qtr for the next fiscal year. This grant has been \$68,000.	\$ 41,702	\$ 15,758	\$ 82,790
01	148	Technology Committee		\$ 2,321	\$ 3,978	\$ 17,300
	149	Tech Support		\$ 53,679	\$ 43,645	\$ 138,040

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - 2nd QTR 2014**

01	200	Sheriff	Majority of the 800 Mhz expense has been paid in the 1st Qtr.	Income is up from 2013 by \$49,246 of which \$41,168 is for the 800 Mhz radio which we did not receive in 2013	\$	895,730	\$	660,665	\$	1,243,058
01	202	911 Distribution			\$	32,812	\$	6,557	\$	42,339
01	204	Coroner			\$	5,434	\$	8,251	\$	15,000
01	205	Jail		More jail usage year to date compared to prior	\$	387,630	\$	343,458	\$	884,750
01	251	Grant 6W Community Corrections			\$	90,402	\$	80,792	\$	161,590
01	261	Restorative Justice			\$	25,346	\$	23,317	\$	84,479
01	280	Emergency Management	Includes the 2014 annual contract	State Emergency Money \$29,656 was received in March and May	\$	41,608	\$	36,109	\$	73,611
01	400	Countryside Public Health			\$	-	\$	43,089	\$	86,177
01	406	Youth Programs			\$	49,103	\$	44,327	\$	103,264
01	520	County Parks	Expenses generated mainly in 2nd & 3rd Qtr	Revenue generated in 2nd and 3rd Qtr (mainly the Appleton Area Park)	\$	6,805	\$	82,517	\$	516,000
01	521	Parks & Drainage			\$	86,548	\$	73,090	\$	197,696
01	600	Extension			\$	46,241	\$	43,154	\$	137,160
01	602	Agriculture Inspector			\$	6,750	\$	6,750	\$	13,500
01	603	Predator Control	Gopher Bounty		\$	9,638	\$	6,750	\$	8,000
01	703	Grants and Appropriations	Not all payments are made Qtrly - the two main annual payments are the Swift County Fair and Historical Society		\$	167,266	\$	262,082	\$	379,070

**** **Swift County** ****
Executive Departmental Budget to Actual Review
As of June 30, 2014



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2014 06/30/2014 Actual	Variance	PCT	Full Year Budget	1/1/2014 06/30/2014 Actual	Variance	PCT	
1 County General Revenue									
3 General Government	(8,000)	351,502	(359,502)	-4394	5,375,557	2,847,157	(2,528,400)	53	2,495,655
5 Board Of Commissioners	235,225	110,218	125,007	47	0	0	0	0	(110,218)
21 Law Library	23,475	15,610	7,865	66	15,500	8,085	(7,415)	52	(7,525)
31 County Administration	207,565	117,073	90,492	56	0	0	0	0	(117,073)
40 County Auditor	174,600	82,792	91,808	47	57,200	0	(57,200)	0	(82,792)
41 County Treasurer	197,820	97,732	100,088	49	12,600	8,675	(3,925)	69	(89,057)
42 County Assessor	223,405	105,171	118,234	47	38,500	36,550	(1,951)	95	(68,621)
43 Public Examiners	60,000	1,216	58,784	2	0	0	0	0	(1,216)
44 Licenses And Permits	0	0	0	0	4,100	2,710	(1,390)	66	2,710
60 Data Processing	70,000	31,203	38,797	45	24,142	0	(24,142)	0	(31,203)
89 Elections	57,990	11,448	46,542	20	37,200	940	(36,260)	3	(10,508)
90 County Attorney	400,750	206,535	194,215	52	13,000	1,076	(11,924)	8	(205,459)
100 Land Records	284,680	104,633	180,047	37	196,000	43,219	(152,781)	22	(61,414)
110 Courthouse	213,620	79,172	134,448	37	0	0	0	0	(79,172)
111 County Museum building	52,555	8,980	43,575	17	0	0	0	0	(8,980)
112 CPHS building	51,830	8,586	43,244	17	0	0	0	0	(8,586)
113 Prairie 5-Counsel Assoc building	52,555	12,821	39,734	24	0	0	0	0	(12,821)
114 Welfare Building	0	0	0	0	0	0	0	0	0
120 County Medical Insurance	0	(155,710)	155,710	0	0	0	0	0	155,710
122 Veterans Service	141,040	74,733	66,307	53	4,000	2,718	(1,282)	68	(72,015)
123 Planning And Zoning	82,375	41,702	40,673	51	78,590	10,125	(68,465)	13	(31,577)
148 Technology Committee	19,600	2,321	17,279	12	0	0	0	0	(2,321)
149 Technical Support	145,350	53,679	91,671	37	113,000	45,325	(67,675)	40	(8,354)
200 Sheriff	1,452,680	895,730	556,950	62	80,625	81,460	835	101	(814,269)
202 911 Distribution	197,000	32,812	164,188	17	197,000	26,974	(170,026)	14	(5,839)
204 Coroner	15,000	5,434	9,566	36	0	0	0	0	(5,434)
205 Jail	898,145	387,630	510,515	43	19,000	13,221	(5,779)	70	(374,409)
251 Grants 6W Community Corrections	180,804	90,402	90,402	50	0	0	0	0	(90,402)
261 Restorative Justice	52,985	25,346	27,639	48	0	200	200	0	(25,146)
280 Emergency Management	72,420	41,608	30,812	57	16,500	47,051	30,551	285	5,443
400 Countyside Public Health Service	88,762	0	88,762	0	0	0	0	0	0
406 Youth Programs	104,160	49,103	55,057	47	300	274	(26)	91	(48,829)
520 County Parks	435,000	6,805	428,195	2	428,000	2,939	(425,061)	1	(3,866)
521 Parks And Drainage	223,128	86,548	136,580	39	113,778	12,118	(101,660)	11	(74,430)
600 Extension	135,355	46,241	89,114	34	0	0	0	0	(46,241)
602 Agriculture Inspector	13,500	6,750	6,750	50	0	0	0	0	(6,750)
603 Predator Control	8,000	9,638	(1,638)	120	0	0	0	0	(9,638)
701 Economic Development Grow	0	0	0	0	0	0	0	0	0
703 Grants And Appropriations	440,163	167,266	272,897	38	0	0	0	0	(167,266)

**** **Swift County** ****
Executive Departmental Budget to Actual Review
As of June 30, 2014



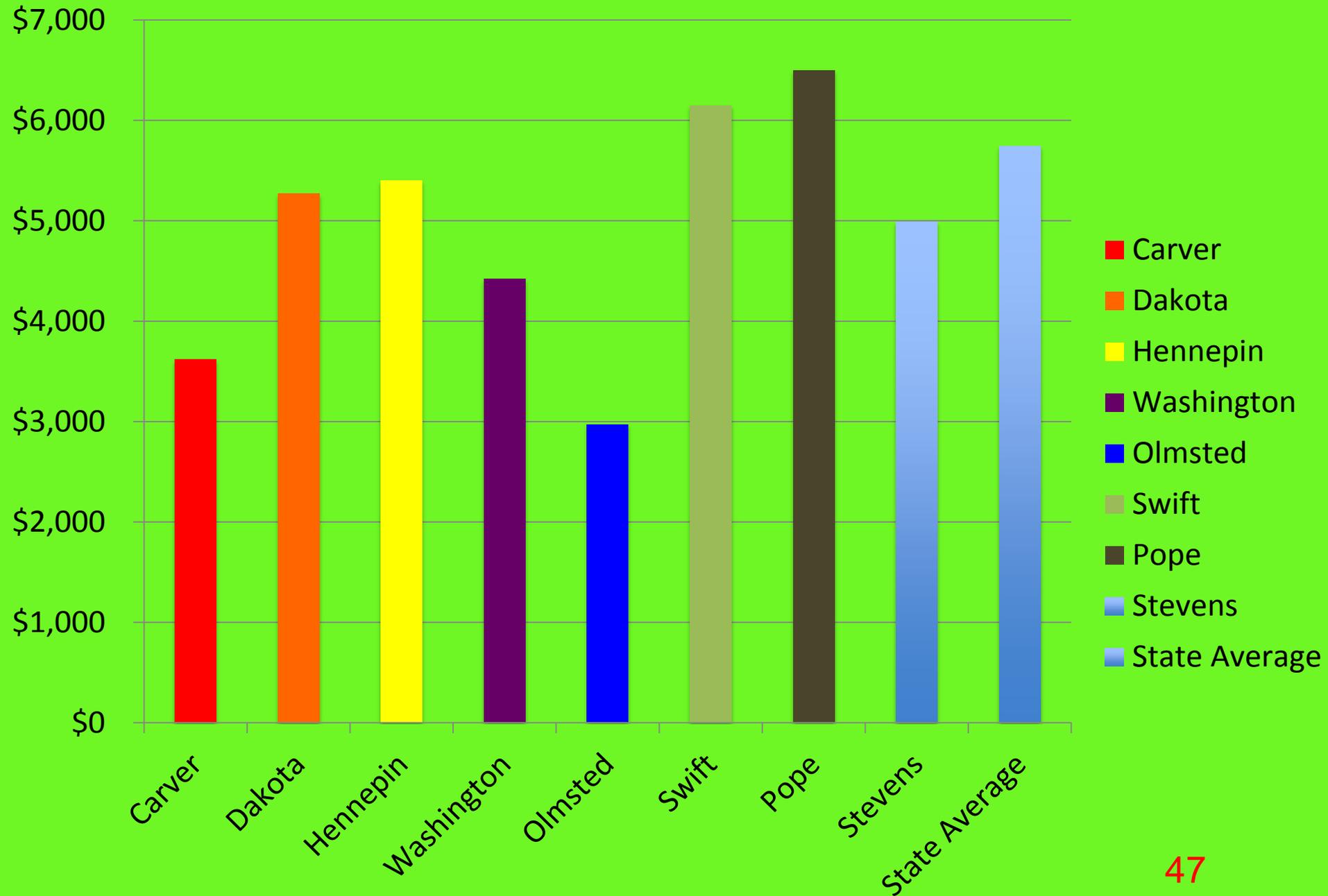
Operational Funds

	Expenditures				Revenues				
	Full Year Budget	1/1/2014 06/30/2014 Actual	Variance	PCT	Full Year Budget	1/1/2014 06/30/2014 Actual	Variance	PCT	Net Actual
800 Unallocated	0	0	0	0	0	0	0	0	0
1 County General Revenue	7,003,537	3,212,732	3,790,805	46	6,824,592	3,190,817	(3,633,775)	47	(21,915)
	<u>7,003,537</u>	<u>3,212,732</u>	<u>3,790,805</u>		<u>6,824,592</u>	<u>3,190,817</u>	<u>(3,633,775)</u>		<u>(21,915)</u>

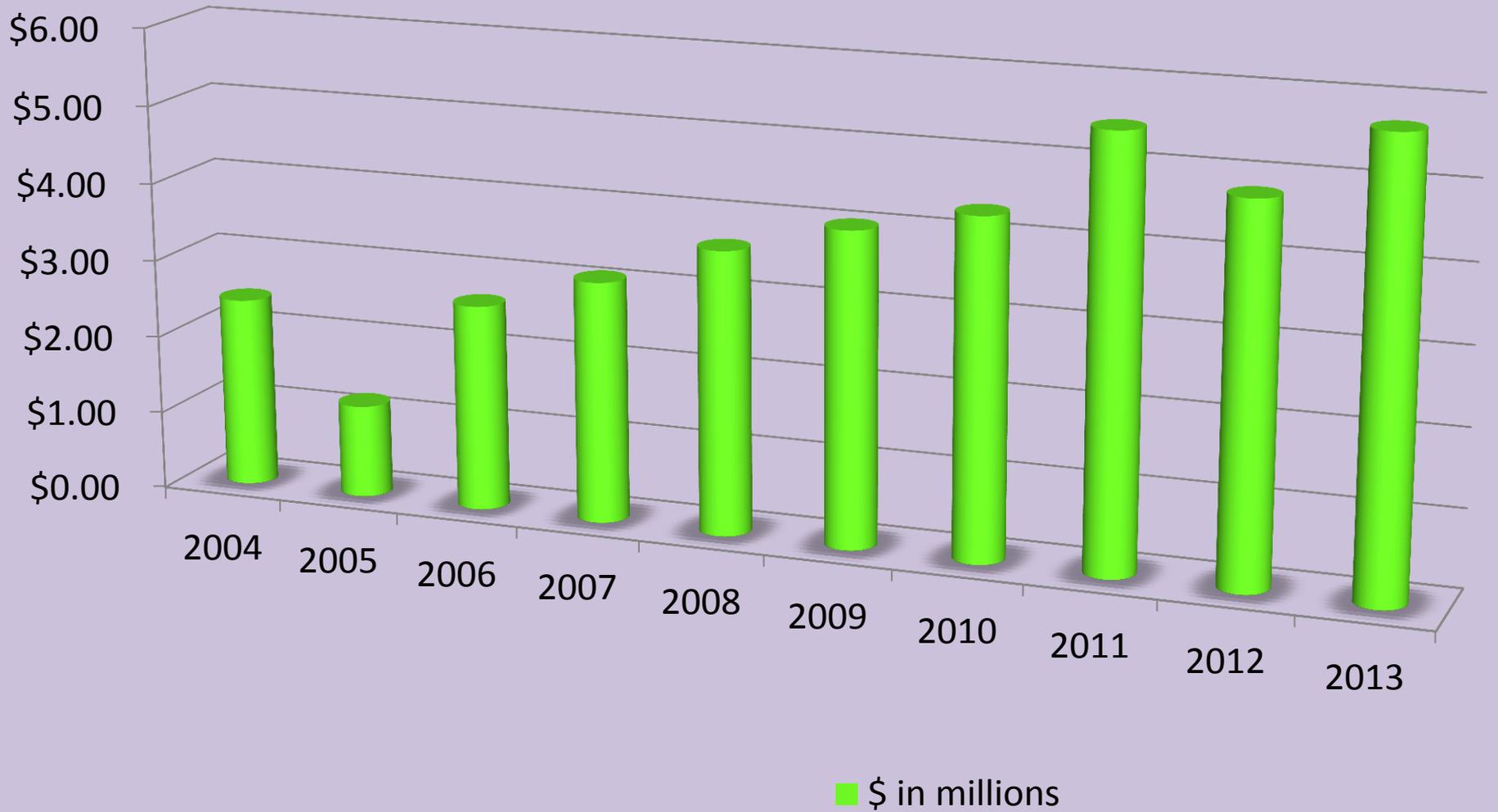
Swift County
Veteran Services Office
2013 Annual Report

Dave Barrett, Veteran Service Officer

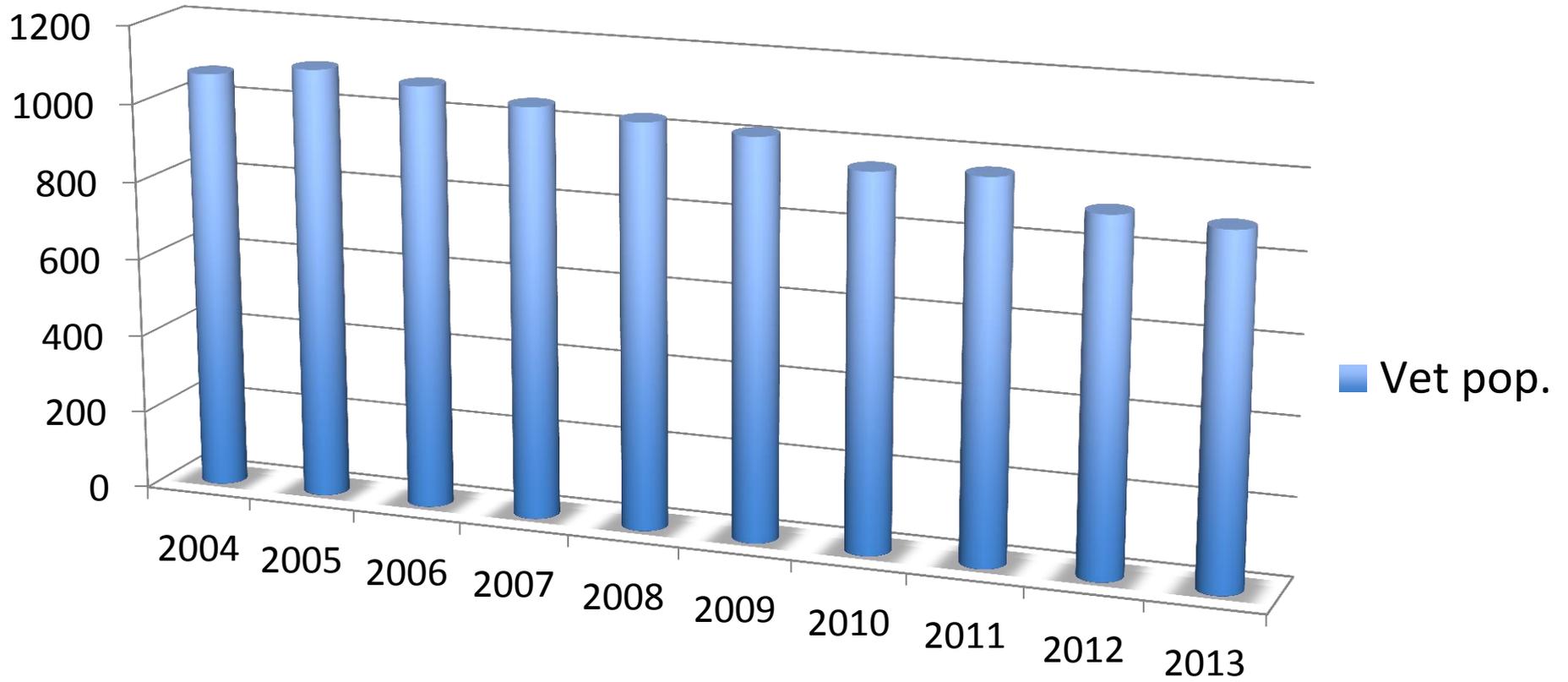
2013 VA Per Veteran Expenditures



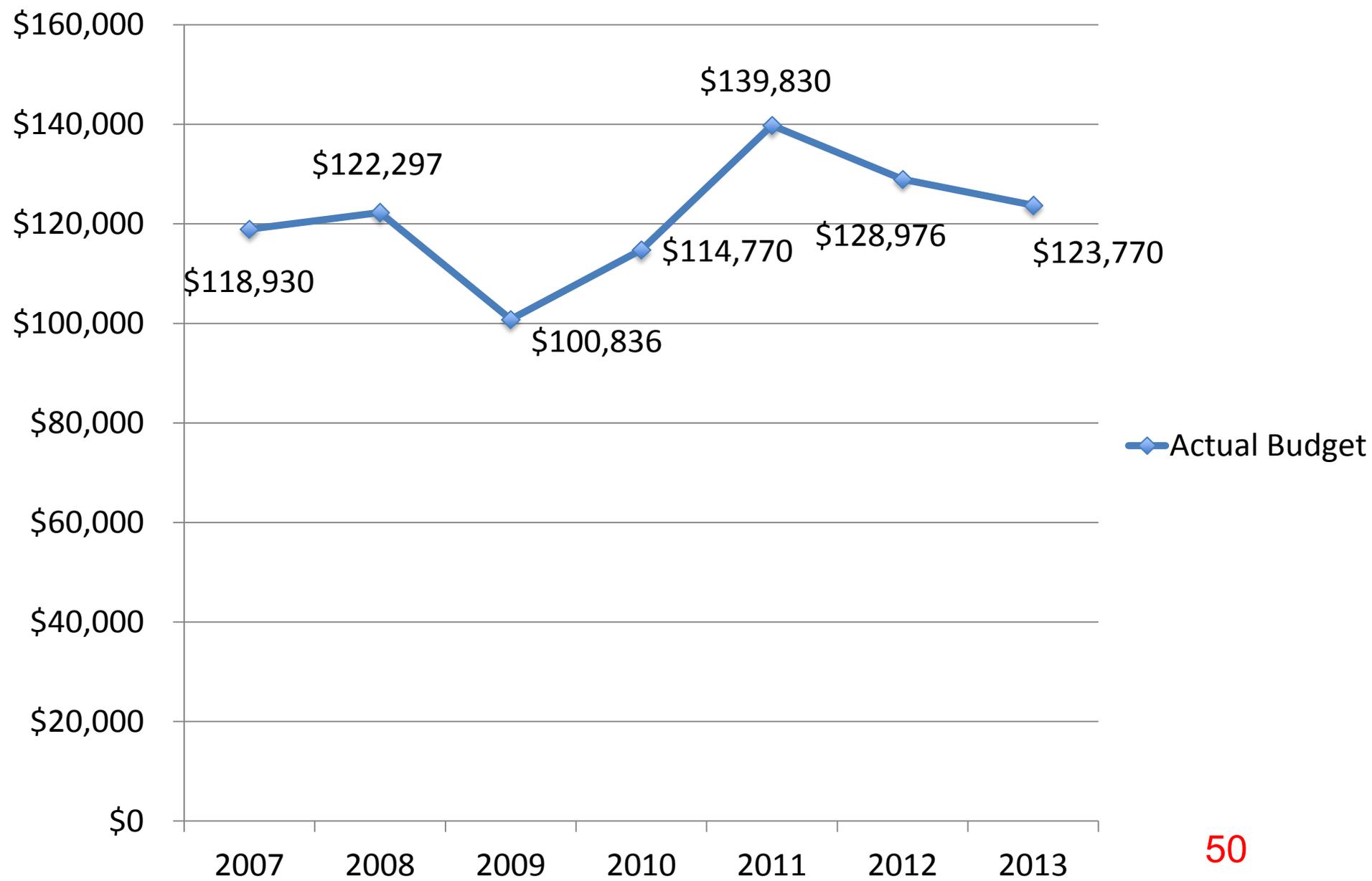
Swift County Distribution of VA Expenditures



Vet Population



Swift Veterans Historical Budget



Dear Swift County Veteran and Family:

I am writing to make you aware of my upcoming absence from the Veteran's Service Office, Benson. Due to a military deployment I will be out of the office from late August to early February 2015.

MN Department of Veterans Affairs has assured me they will be sending a representative to the office to assist in my absence. The office manager will also be available during normal working hours. I encourage you to call before stopping in.

I am planning on being able to answer emails while out, feel free to email me with any questions although my responses may be delayed.

Thank you for your understanding and patience during this time. I am looking forward to returning to continue assisting the great veterans of Swift County.

Sincerely,

David Barrett
Swift CVSO



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Veteran Service Office	REQUESTOR: David Barrett	REQUESTOR PHONE: 320-842-5271
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the FY15 Veterans Enhancement Grant	
AGENDA YOU ARE REQUESTING TIME ON: 1:00 PM	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The MN Dept. of Veterans Affairs Enhancement Grant serves the purpose of providing outreach to our county veterans as well as enhancing operations of the county veterans service office. This grant has been key in bolstering the effectiveness of the Swift County Veterans Service Office in the past.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? FY14 Veterans Enhancement Grant Approved	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Review Prior to Execution	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Swift County**, Courthouse, P.O. Box 286, Benson, MN 56215 ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2013 Chapter 142 Article 4, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices.
3. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608 Subdivision 4 (a), and should not be used to supplant or replace other funding.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** **July 1, 2014** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work except as permitted by Minnesota Laws 2014, Chapter 187, sec. 2.

1.2 **Expiration date:** **June 1, 2015**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Conduct the **County Veterans Service Office Operational Enhancement Grant Program** by purchasing one or more of the allowable goods and services as specified in Attachment A, Items Approved/Disapproved, which is attached and incorporated into this grant contract.

If the Grantee wishes to purchase a good or service not listed on Attachment A, Items Approved, they shall submit a written request to the State's Authorized Representative listing the item, its estimated cost, and how it will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

Upon the conclusion of this Project, but no later than June 1, 2015, the Grantee shall submit Copies of all

Paid Receipts, a completed Expenditure Report Form, a CVSO Operational Enhancement Grant Compliance Report and any unexpended Grant Funds to MDVA. Such Reports shall show all goods and services purchased and account for all grant funds expended.

In the event that any provision of the Items, Approved/Disapproved, Attachment A, reviewed by the State and incorporated into this grant contract by reference is not consistent with any portion of this grant contract, then the terms of this grant contract supersede the inconsistent provision.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all eligible goods and services purchased by the Grantee under this grant contract as follows:

(1) **Compensation.** The Grantee will be paid a lump sum and must account for funds spent according to the breakdown of costs contained in the Items, Approved/Disapproved, Attachment A, which is attached and incorporated into this grant contract.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be made. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$7,500 (Seven thousand five hundred Dollars)**.

4.2. Payment

(1) The State will promptly pay the Grantee a lump sum of **\$7,500** upon the execution of this Grant Contract

(2) **Eligible Project Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary and allocable to the Program, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Statutes §197.608, as amended, and this grant contract.

(3) Pursuant to Minn. Stat §197.608 Subd 7, if the purchase of eligible goods and services is not completed, or is completed without expending the budgeted total of MDVA Grant Funds, the Grantee shall apply MDVA Grant Funds towards the total cost properly expended on the goods and services specified above, and shall remit those MDVA Grant Funds not so expended to the MDVA.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in

accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is **Bradley S. Lindsay**, Minnesota Department of Veterans Affairs, 2nd Floor Veterans Service Building, 20 West 12th Street, Saint Paul, Minnesota 55155 (651) 757-1582 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance.

The Grantee's Authorized Representative is **Dave Barrett**, County Veterans Service Office, Swift County, Courthouse, P.O. Box 286, Benson, MN 56215, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minnesota Statutes §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the

Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. *Intellectual Property Rights*

A *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors; in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

- a. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or

Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to retain payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not complete the Project by June 1, 2015, as evidenced by the incurrence of documented expenses for eligible costs; then this grant contract shall be reviewed by MDVA, and, may be canceled and all or part of the funds returned to MDVA to be reallocated to training and education under Minnesota Statutes §197.608 Subdivision 7.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature.
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services



Phone (320) 843-2356
 Fax (320) 843-9172

e-mail:
 scott.collins@co.swift.mn.us

Swift County Environmental Services Update as of June 30, 2014

Zoning Permits 2014

Conditional Use Permits	6
Variances	2
Building Permits	50
Septic Systems	9

Solid Waste 2013 2014

Tons of Garbage	2,511	2,304
Recycling Sold	\$60,000	\$46,500
Recycling Trailer		Avg. of 120# at each stop

2014 Safety

Safety Trainings	11
Safety Committee Meetings	3

2014 Feedlots

Registered Feedlots:	
0-299 A.U. in Shoreland	12
300-999 A.U.	154
NPDES	19
TOTAL	185
Notices of Violation	2
Inspections	13



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the Swift County D.A.C. Contract Amendment with Swift County Environmental Services.	
AGENDA YOU ARE REQUESTING TIME ON: 1:20 pm	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Contract Amendment with the Swift County D.A.C. & S.C.E.S. due to an increase in the minimum wage.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**COMMUNITY BASED EMPLOYMENT
AGREEMENT
Between
SWIFT COUNTY ENVIRONMENTAL SERVICES and the
SWIFT COUNTY DEVELOPMENTAL ACHIEVEMENT CENTER**

This agreement is entered into with the purpose of providing work to developmentally disabled adults (D.A.C. workers) and one supervisor at the Swift County Environmental Services.

- A. D.A.C. Workers
 - 1. The Swift County Developmental Achievement Center (D.A.C.), to the best of their ability, will provide four or five workers as needed, at Swift County Environmental Services (S.C.E.S.), for the position of recycling assistant.
 - 2. D.A.C. workers will remain employees of the D.A.C.
 - 3. D.A.C. workers will provide a level of quality and quantity of work worthy of the rate discussed in E.2.
- B. Job Supervisor
 - 1. The D.A.C. will provide a job supervisor to perform the job of foreman of the line.
 - 2. The job supervisor will guarantee the quality and quantity of work S.C.E.S. requires.
- C. Insurance and Indemnification
 - 1. Job supervisors and D.A.C. workers while at S.C.E.S. will be covered by appropriate D.A.C. workers compensation insurance.
 - 2. The D.A.C. agrees to hold Swift County harmless and indemnify Swift County, its directors, officers, employees, agents, successors, and assigns from and against all claims, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or by reason of any damage or injury to person or property suffered as a result of wrongful acts or omissions of the D.A.C., its directors, officers, employees, agents, and successors.
- D. Hours of Operation:
 - 1. This program will operate within the business hours of S.C.E.S.. Work will begin by 9:30 a.m. and end by 2:45 p.m., with workers leaving the S.C.E.S. for lunch from 12:00 p.m. to 1:15 p.m. and staying at the S.C.E.S. for a 20 minute morning break, Monday through Thursday. When needed, Friday morning, beginning by 9:30 a.m. and ending by 12:00 p.m., with a 20 minute morning break at S.C.E.S.
 - 2. All holidays observed by S.C.E.S. will also be observed by the D.A.C.
 - 3. The workers will follow the D.A.C. calendar with regard to days off. These days off are planned annually with each new year. A calendar will be available for S.C.E.S.'s reference.
 - 4. D.A.C. workers will not be expected to work hours other than those specified under D. 1.
- E. Worker Wage Reimbursement

1. All reimbursement for D.A.C. workers' wages will be made by S.C.E.S. directly to the D.A.C. The D.A.C. will be responsible for D.A.C. worker payroll.
 2. S.C.E.S. will pay the D.A.C. a rate of \$17.66 per hour for the D.A.C. workers and \$11.55 per hour for the D.A.C. supervisor for a total of \$29.21 per hour. In the event of a change in the minimum wage rate, the change will be reflected in the pay rate for workers and the supervisor in order to comply with Federal labor law requirements. This change will be negotiated between the two parties at the time of the change in minimum wage.
 3. The D.A.C. will provide workers for at least 18 hours per week.
- F. Training, Equipment, and Supplies
1. S.C.E.S. will provide the training and equipment.
 2. Supplies necessary to complete the assigned duties will be the responsibility of the D.A.C.
- G. Agreement Amendments
1. Any amendments to this agreement must be negotiated and added to this document with accompanying signatures of representatives of both parties.
- H. Longevity and Termination of Program
1. Vocational services under the financial responsibility of the D.A.C. may be ongoing, duration to be determined by D.A.C. workers, the D.A.C. and S.C.E.S.
 2. This program may be terminated by either S.C.E.S. or the D.A.C. by two weeks written notice of intent to terminate.

 Joe Fox, Chairman
 Swift County Board of Commissioners

 Emmy Kvatum, Director
 Swift County D.A.C.

 Date

 Date

Attest: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a contract with Brimeyer Fursman Group to complete a Strategic and Organization Development Plan for Swift County	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The board requested the Administrator to find a consultant to assist the County in the development of a Strategic and Organization Development Plan for the county. The board met with Richard and Irina Fursman of Brimeyer Fursman Group on July 29 to discuss their approach on such a project. Specifically the board discussed their desire to develop a vision of what the County 4 to 5 years from now with a plan that helps guide and identify steps that could be taken incrementally to achieve the desired vision. Attached is a proposal from Brimeyer Fursman Group for the board's consideration to develop this plan. The approach to the plan is outlined in detail on pages 6 and 7 and entails a series of meetings engaging commissioner, staff, and community stake holders over a two month time frame. The bulk of the work would occur in October and November and start with initial one-on-one meetings with the stakeholders; then a 2 day retreat style workshop with the Board, County Administrator, Department Directors, and External Stakeholders; then followed with a workshop of the County Board, County Administrator, and Key Department Staff to refine the plan. A final plan would then be presented to the board for possible adoption. Three to six months after the plan is adopted, a follow up meeting would be held to identify successes and identify areas of concern in order to refine the plan. The proposal outlines a total fee of \$9,500 to \$16,500 with an additional \$2,500 (not to exceed) for out of pocket expenses.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: Board Discretionary Fund

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

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August 1, 2014

Mike Pogge-Weaver
Swift County Administrator
301 14th Street N
Benson, MN 56215

RE: Professional Services – Strategic Planning and Organization Development Strategies

Dear Mike and Members of the Swift County Board of Commissioners:

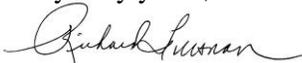
On behalf of our team at Brimeyer Fursman, LLC, I would like to extend our appreciation for taking time to meet with me and Irina and for your review of this outline and proposal to assist you and the County staff with Strategic Planning and Organization Development Strategies. Charting the course and policies of the organization is fundamental to effective governance and performance. We trust our process, experience, and commitment to you will result in the highest quality and best possible outcomes.

I will be assuming responsibility for the multi-phased process as president of the firm with 20 years of senior city/county management experience and 8 years of Organization Development consulting. Company Vice President, Irina Fursman, will be assisting with the process with over 7 years of consulting experience and a recognized world leader in facilitation. We have worked with over 100 communities in the United States and Ukraine in the process of governance, structure, strategic planning, and executive search.

Materials accompanying this Cover Letter includes a). firm background and statement of staff experience, b). approach and proposed outline of the process, c). references: and d). a cost proposal. We are proud of our relationship with local governments in Minnesota and would very much enjoy working with you on this important project!

Thank you again for your consideration.

Very truly yours,



Dr. Richard Fursman Ed. D.
President
1666 Village Trail East
Suite 7
Maplewood, MN 55109

For additional information about Brimeyer Fursman, please visit www.brimgroup.com

Firm Background and Staff Experience

Brimeyer Fursman, LLC., is the leading Organization Development firm for local governments in the Midwest and is renowned throughout the United States and Europe. Brimeyer Fursman has conducted over 50 strategic planning sessions for Cities and Counties, NGO's, Non-profits, and Private Businesses. The firm has also conducted post-strategic planning, organization-wide training for Minnesota based - Medtronic, City of Brooklyn Park, MN (*Population 80,000*), Hennepin County, MN (*Population 1.5 Million*), and numerous smaller scale, department sized groups.

Firm founders, Richard and Irina Fursman are consulting with several local and national entities in Ukraine to provide strategic planning, governance formatting, and facilitating conflict resolution and civic engagement. Most recently, Richard and Irina wrote, sponsored, coordinated and conducted the first PEACE Summit (July 4 & 5, 2014) in Kiev Ukraine attended by 250 Ukrainians from around the war-torn country. The firm recruited facilitators from The Netherlands, Germany, France, England and Taiwan; and, trained 13 Ukrainians who also helped with small group exercises during the summit. Additional summits are now being planned for 2015.

Brimeyer Fursman LLC., also provides executive search services for municipal and county governments. The firm has helped over 500 organizations with search efforts throughout the country in the fields of City/County Management, Police, Fire, Finance, Economic Development and Community Development. Public Management Magazine recently (July 2014) published an article authored by Richard Fursman on the process of Onboarding a new manager. Richard is considered an expert in preparing organizations for the change that occurs under new leadership.

Dr. Richard Fursman Ed.D.

Richard is president of Brimeyer Fursman llc. He has conducted numerous organizational studies for local governments, non-profits, and businesses. Richard has also conducted over 100 executive search assignments which involved organizational diagnosis and skill assessment. Richard has over 20 years of senior management experience in local government, most recently (2006) as the City Manager of Maplewood, Minnesota (Population ~40,000).

Richard earned his Doctorate in Organization Development as well as his Bachelor of Arts in Economics from the University of St. Thomas and his Master of Arts degree in Urban and Regional Affairs from Mankato State University.

Richard is Adjunct Faculty at the University of St. Thomas where he teaches governance and leadership. He was awarded the title of Credentialed Manager by the International City/County Management Association. Richard is a past board member of the Minnesota City/County Management Association, a member of Rotary International, and past President of the Minnesota Metropolitan Manager's Association. Richard has conducted numerous strategic planning retreats and consults with municipalities and non-profits on reorganization and change management in the USA and Abroad.

Irina Fursman CTF

Irina Fursman has six years' experience working with government, non-profit and private sector agencies in the United States and Ukraine, where she facilitates visioning, strategic thinking and designs processes to incite change within the organizations and communities. She is an ICA (Institute of Cultural Affairs)-USA Certified ToP® Facilitator, ICA Qualified Facilitation Trainer and an Associate of ICA-USA. Ms. Fursman belongs to the Minnesota Facilitators Network, International Association of Facilitators, ToP Trainers Network, Minnesota and National Organization Development Networks, and an associate member of Alliance for Innovation. She founded and is currently a board member of ICA – Ukraine.

Irina has been active with several sustainable community development and civic engagement projects where she utilizes her skills to bring multiple perspectives together to create strategic plans and move towards positive action. Some of her clients include communities in Minnesota, Iowa, South Dakota, Nebraska, Wisconsin, Illinois, and Texas. She has done similar work in Ukraine in the Regions of Kiev, Bar, Cherkosy and Kherson; the Cities of Boryspil, Kharkiv and Lviv. She has also worked with non-profit organizations and businesses in Twin Cities (including recent projects with Eureka Recycling, Minnesota Immigrant Freedom Network, YWCA, Ashoka, AmeriPride, Risdall Marketing Group, Hennepin County Medical Center, Hinckley Casino, Medtronic, etc.)

Ms. Fursman holds a M.S. in Mathematics and Computer Science, with the Major in Education from the Tavrida National University, Crimea, Ukraine, and is currently enrolled in a Doctoral Program in Organization Development through the School of Professional Psychology at the University of St. Thomas.

Approach Overview

A key aspect of our approach is the use of participatory processes which engage the members of the organization throughout the project. Research has suggested and our experience has shown that projects are more successful and employee/elected ownership increases through active participation. Staff and Board will be encouraged to participate in joint planning and in the feedback sessions.

A variety of tools and models will be used during the assessment, planning and discussions. All planning efforts and recommendations will be co-developed with the planning team and aligned with the objectives of this project and the overall mission of the County.

Consulting Models

- **Action Research:** The action research model, as described by Rothwell, Sullivan and McClean (1995), will consist of the start-up/planning, assessment and feedback phase, and action planning which will include development of the recommended options to achieve the objective(s) and processes for evaluation.
- **Process Consultation:** We believe that the employment of the process consultation methodology, as developed by Schein (1999), will allow staff the opportunity to become a full partner in the project. This approach requires an awareness and acknowledgement that every interaction is part of the solution.
- **Systems Theory:** This theory provides a “global” view of the organization as a complex, yet adaptive organism of interrelated complex parts. This perspective will guide the development of the assessment efforts, such as interview questions, survey questions, and focus group questions to ensure all facets of the organization have been considered and are in alignment.
- **Technology of Participation (ToP):** We will utilize the ToP® Strategic Planning process that incorporates specialized methods to establish effective group communication and consensus building. The participatory process generates consensus on a long-term vision and clear strategic directions that will accomplish that vision

Suggested Phased Approach

We understand the critical nature of this project and have developed an approach that will meet the County’s current and future needs. The following is a proposed outline for the phases of the process that move from discovery to strategic implementation and principles of future decision making. The proposed process involves six phases, summarized in the table below (subject to change, will be customized to reflect the initial findings, each phase will incorporate the results of the previous phase)

Please note that some of these activities may change after the pre-planning phase has been completed. Our approach currently contains the following features in response to our meeting with you. We will evaluate the work quality and expectations at each stage in the process to ensure there is commitment/desire to continue.

PHASE 1: Organization Review and Strategic Planning Preparation

Obtain an understanding of the current organizational conditions and associated challenges, gain insight into the factors that may impact the planning.

Possible Activities:

- I. Interview individually County Department Directors and members of the County Board
- II. Conduct on-line survey
- III. Stakeholder analysis and identification
- IV. Collect and analyze the data
- V. Environmental Scanning Workshop with participation of Department Directors, County Board and other selected stakeholders (review data, feedback, set the context for strategic planning, identify trends and internal and external influences)

Participants: County Board, County Administrator, Department Directors, External Stakeholders

Estimated time commitment by participants :

- 45 min - 1 hour interview with the consultant
- 15 -30 min survey response
- 4-6 hour workshop

PHASE 2: Strategic Planning Process

Engage County Board and Department Directors in consensus building process of identifying future initiatives and strategic directions for the County. The retreat design will be finalized and confirmed during the feedback and environmental scan session (PHASE 1)

Possible Activities:

- I. **Practical Vision Workshop:** the participant's hopes and aspirations for the future of Swift County are called forth. Consensus is developed for a shared practical vision
- II. **Underlying Contradictions Workshop:** the group considers the entire range of issues and obstacles to be faced in pursuit of its vision.
- III. **Strategic Directions Workshop:** participants are asked to think strategically and describe actions that will deal with the obstacles and enable realization of the vision. Utilizing both rational and intuitive thinking, this session encourages creativity and a comprehensive approach.
- IV. **Focused Implementation Workshop:** Here we put together a detailed plan with particulars laid out in a calendar: working groups are formed, meeting times are set and clear team goals are set. The objective of this session is to layout essential coordination details to ensure the implementation of the strategic plan.

Participants: Board, County Administrator, Department Directors, External Stakeholders

Estimated time commitment by participants :

- Two (2) day retreat setting

PHASE 3: Organization Structure Alignment

Identify the options for administrative and legislative structures required to effectively carry out the new strategies.

Possible Activities:

- I. Focused discussion of the future structure of the County, roles and responsibilities of the staff, community, and County Board
- II. Consensus workshop for establishing guidelines and principles for future decisions and changes to organization structure
- III. Organization structure alignment workshop

Participants: County Board, County Administrator, Key Department Staff

Estimated time commitment by participants:

- 4-6 hour workshop

PHASE 4: Report and Presentation

Prepare and deliver a final Report to the Board.

Possible Activities:

- I. Prepare DRFAT report and share with all participants for feedback and comment
- II. Conduct follow up session with the Department Directors, if necessary to complete Action Plans , integrate with current work plans
- III. Collect and integrate comments and edits for final report
- IV. Present final report to the County Board in a public meeting

Participants: County Board, County Administrator, Department Directors

Estimated time commitment by participants:

- Draft review – 30 min – 1 hour
- Action Plans (Staff only) – 3-4 hours
- Final Presentation – no additional time commitment

PHASE 5: Review and Adjust

We are committed to the success and progress of your organization. 3-6 months following the Strategic Plan adaption by the Board, we will conduct a review session to identify successes and correct issues.

Possible Activities:

- I. County Board and Directors workshop to review and adjust the plan
- II. On-line survey to evaluate progress
- III. Small Planning Team meeting to discuss the progress

Participants: County Board, County Administrator, Department Directors

Estimated time commitment by participants :

- 3-4 hours workshop

PHASE 6: Develop Training and Organization Change Implementation: for implementing actions and changes throughout the organization. *This action is determined after phases 3 and 4. Much of the changes will already occur during the planning process.*

References

City Manager James Verbrugge
Manager City of Brooklyn Park (pop. ~85,000)
Organization Review and Restructure (2009 – 2013)
5200 85th Ave North
Brooklyn Park, MN 55443
Email: jamie.verbrugge@brooklynpark.org
Phone: (763)493-8001

City Administrator Michael Williams
Administrator – City of St. Cloud, MN (pop. ~ 67,000)
Strategic Planning and Council Governance and Teambuilding (2010-2014)
St. Cloud City Hall
400 Second St. S.
St. Cloud, MN 56301
Email: michael.williams@ci.stcloud.mn.us
Phone: (320) 255-7201

City Manager Matt Podhradsky
Manager of the City of Chaska, Minnesota (pop. ~ 25,000)
Organization and City Strategic Planning (2009 - 2014)
One City Hall Plaza
Chaska, MN 55318
Email: mpodhradsky@chaskamn.com
Phone: (952) 448-9200

Fees and Schedule

The following is an estimate of the fees and should be considered to be a close approximation of what the project will cost. A detailed fee structure will be constructed after a contracting meeting with the County Administrator to refine the scope of the project and activities.

Key Activities	Estimated Cost
PHASE 1: Organization Review and Strategic Planning Preparation	\$2,000 - \$5,000
PHASE 2: Strategic Planning Retreat	\$5,000 - \$7,000
PHASE 3: Organization Structure Alignment	\$1,000 - \$3,000
PHASE 4: Report Writing and Presentation	\$1,500
PHASE 5: Review and Adjust	NO CHARGE
PHASE 6: Training and Organization Change Implementation	TBD
TOTAL CONSULTING FEE RANGE	~\$9,500 - \$16,500
Other Costs	Est. <\$2,500
Expenses: Additional costs for materials, meals, lodging, travel (mileage) will be billed at cost or IRS standard rates.	
Fees are estimated using a per hour rate of \$150. Requests for services that are outside the scope described or any activities which require significant time extensions will be billed at an hourly rate of \$150.	

Draft Schedule	Dates
Organization Review and Strategic Planning Preparation	October 3/4
Strategic Planning Retreat	October 17/18
Organization Structure Alignment	November 4/5
Report Writing and Presentation	Mid November
Review and Adjust	April 2015

Organization Development & Community Engagement Clients (2010– 2014) *Partial list*

- County of Ukraine – Peace Summit (July 4/5, 2014) Kiev, Ukraine (250 Participants)
- City of Brooklyn Park, MINNESOTA- Organization Alignment, Strategic Planning, Employee and Civic Engagement (2009 – 2013)
- Geneseo, ILLINOIS– School District – Community Engagement Workshops (2012)
- City of West Des Moines, IOWA – Strategic Planning (2011-14)
- NAUKMA University, Kiev, Ukraine – Reorganization of Economics Department (2010)
- Barron County, WISCONSIN – Countywide Visioning Process (2010)
- City of Electra, TEXAS – Strategic Planning, Community Engagement (2012)
- City of Canton, SOUTH DAKITA – Strategic Planning (2010 – 2014)
- City of Norfolk, NEBRASKA – City Strategic Planning (2010)
- Medtronic, Boston, MASSACHUSETTS and MPLS. MN – HR Department Training (2012)
- Hinckley Casino – HR Department – Facilitation Training (2012)
- Hennepin County, MINNESOTA – Supervisory Training and Employee Engagement Workshops, Facilitation Training (2012-2014)
- City of Shakopee, MINNESOTA – Strategic Planning and Governance (2013)
- City of Chaska, MINNESOTA – City Strategic Planning (2009 – 2014)
- City of Vasilkiv, Ukraine – Organization Analysis (2010)
- City of Eveleth, MINNESOTA, Economic Development Authority Strategic Planning (2010)
- City of Falcon Heights: MINNESOTA Human Rights Commission Action Planning (2010)
- City of Edina, MINNESOTA: Environmental Commission Strategic Planning (2010)
- City of Oak Park Heights, MINNESOTA- Board Governance Session (2011)
- City of Victoria, MINNESOTA: City Council Goal Setting (2011 – 2013)
- City of Roseville, MINNESOTA: Human Rights Commission, Board Development (2011)
- City of Medina, MINNESOTA – Leadership Transition Program (2011)
- City of Boryspil, Ukraine – Civic Engagement and Strategic Planning (2011)
- City of Wyoming, MINNESOTA – Strategic Planning (2013)
- City of Worthington, MINNESOTA – Community Engagement & Strategic Planning (2011-13)
- City of Montrose, MINNESOTA – Strategic Planning (2011 – 2013)
- City of Crystal, MINNESOTA – Employee Effectiveness and Team Building (2011-2013)
- City of Bayport, MINNESOTA – Employee Effectiveness, Strategic Planning, Organization Analysis, Performance Evaluation (2011 – 2014)
- Hennepin County, MINNESOTA – Medical Center, HR Department Formation (2011)
- Ramsey County, MINNESOTA – Health Department , Action Planning (2011)
- City of Robbinsdale, MINNESOTA – Strategic Planning, Board Development (2012)
- City of Hopkins, MINNESOTA – Civic Engagement (2012)
- City of Golden Valley, MINNESOTA – Human Rights Com Participatory Assessment (2013)
- City of Oelwein, IOWA – Strategic Planning (2013)
- City of Cloquet, MINNESOTA – Strategic Planning and Governance (2012-2014)
- City of Prairie City, IOWA – Strategic Planning and Governance (2012)
- City of St. Cloud, MINNESOTA - Economic Development Authority Strategic Planning, City Council Governance and Team Building Session, City Strategic Planning (2011-2013)
- City of Champlin, MINNESOTA – Strategic Planning (2013)
- City of Wayzata, MINNESOTA – Strategic Planning (2013)
- City of St. Anthony, MINNESOTA – Strategic Planning (2009 – 2011)
- City of Willmar, MINNESOTA – Organization Analysis (2014)
- Winona County, MINNESOTA – Team Development Workshops (2014)

Agreement and Payment Policy

Swift County and Brimeyer Fursman LLC., agree to the terms of engagement as represented in the body of this proposal. Modifications may occur if agreeable to both parties.

Payment Schedule:

- 1/3 up front retainer
- 2/3 Final report delivered

Approved:

Swift County

By _____

Brimeyer Fursman LLC

By _____
Richard Fursman, President



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review information on setting a referendum to appoint the County Treasurer and consider approving a resolution setting said referendum for the November 4, 2014 general election	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: At the August 5 th meeting, the County board directed staff to review statute and present a resolution for the board's consideration at your August 19 th meeting to place a referendum on the November 4, 2014 general election on the question of having the Swift County Treasurer appointed rather than elected. Additionally, the board directed a subcommittee consisting of Commissioners Fox and Rudningen to meet with County Treasurer Vadnais to discuss the possibility of placing the question on the November ballot. Commissioners Fox and Rudningen met with County Treasurer Vadnais on Tuesday August 12 th . The county administrator was also present during the meeting. The group discussed the issue and Commissioners Fox and Rudningen elected to provide no recommendation on a possible resolution to the Board on the issue. Attached to this memo is a resolution authorizing a referendum to be placed on the November 4, 2014 general election along with a recap of the state statute on moving from an elected to appointed officials.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

Background on appointed official referendum

MN Statute section 375A provides for optional forms of County governments that may adopt. In order to move to an optional form of government, a referendum of the voters is required¹.

One of the forms of government outline in MN Statute 375A.11 provides that a county board may institute the appointment of certain offices, including county auditor, county treasurer, sheriff, or county recorder. In order to adopt this form of government, MN Statute 375A.12 requires a referendum of the voters be approved prior to the adoption of said form of government.

375A.12 Subd 3 provides that the referendum required to change in the form of government may be initiated by a resolution by the county board. While some "special legislation" approved for Counties to move to appointed officials require said resolutions to be approved with an 80% of the county board of the commissioners², 375A.12 Subd 3 does not require the resolution to be approved by anything other than a majority vote of the Board.

375A.10 Subd 3 provides that "The officer elected to the respective office at the time of the adoption of this option shall serve as the head of any department created by the board of county commissioners to perform the functions formerly performed by the office and shall serve until the term of office expires." The effect of this is the a referendum would pass then the individual elected during the general election would be appointed to the position through a term ending on January 1, 2019.

375A.12 Subd 5 provides for the form of the ballot question. 2014 Session Law Chapter 264, Section 28 amended the form of the ballot question. It now provides for the following:

Subd. 5.
Form of ballot.

In the submission of any proposal pursuant to subdivision 2 the ballot shall be substantially in the following form:

strikeout begin (...) FOR the proposal (describe briefly the change proposed) strikeout end

strikeout begin (...) AGAINST the proposal (describe briefly the change proposed) strikeout end
underline begin "Shall the office(s) of be appointed rather than elected at the expiration of the(ir) current term(s)?"

375.12 Subd 5 provides that the election must follow the procedures provided in section 375.20, as far as practicable, and not inconsistent with sections 375A.01 to 375A.10. 375.20 provides that the county board may call a special county election upon a question to be held within 74 days after a resolution to that effect is adopted by the county board. 74 days prior to the general election on November 4, 2014 is Friday, August 22, 2014.

¹ 375A.06 COUNTY ADMINISTRATOR form of government is the only optional form of government that does not require a referendum. See 375A.06 Subd 5.

² See Session Law 2013-2014, Chapter 146.

RESOLUTION

**SETTING A REFERENDUM ON THE QUESTION TO HAVE THE SWIFT COUNTY
TREASURER APPOINTED RATHER THEN ELECTED**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Minnesota Statue allows for a county board of commissioner to initiate a referendum of the citizens of Swift County on the question of having the Swift County Treasurer appointed rather than elected, and

WHEREAS, the Swift County Board of Commissioners has been working to reorganize and consolidate the offices of the County in an effort to modernize and streamline the services the County provides the Citizens of Swift County, and

WHEREAS, to continue this work, the Swift County Board of Commissioners has considered this resolution at its August 19th 2014 meeting.

BE IT RESOLVED, by the Swift County Board of Commissioners, that the following question shall be placed on the November 4, 2014 general election ballot:

SWIFT COUNTY BALLOT QUESTION

Shall the office of County Treasurer be appointed rather than elected at the expiration of the current term?

Explanation and effect of this question: The individual elected to serve as the Swift County Treasurer during this general election shall be appointed the Country Treasurer through the expiration of the term ending on January 1, 2019.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 19th day of August 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___



Request for Board Action

BOARD MEETING DATE:
August 19, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a voting method for the PERA Correctional Plan referendum	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
<p>BACKGROUND/JUSTIFICATION:</p> <p>Attached is the full background on this issue. First, it is import to note that this issue was not created at any fault of the County but was a technically oversight of PERA's. In short, when the Legislature created the PERA "Correctional Plan" on July 1, 1999, it was likely assumed that the employees participating in the plan would also be covered by Social Security since they had been covered as members of PERA's Coordinated Plan. In June 2014, the local SSA, in response to a request for review from PERA, determined that the process to create the plan was not done technically correct and those employees who previously were not on the Coordinated Plan were not be covered by Social Security even though they have been subject to the Social Security withholdings.</p> <p>Although a Social Security referendum was not held when the Correctional Plan was created, it can – and must – be held in order to legally sanction the Social Security coverage that has been given to current employees whose membership in the Correctional Plan began after 7/1/1999 and to future members of this retirement system.</p> <p>PERA suggests that a retirement system referendum for eligible members of the Correctional Plan be held before the end of calendar year 2014. As the SSSA, PERA will conduct the referendum, but the individuals employers must decide the voting procedure by choosing between a majority vote and a divided vote referendum.</p> <p>Under a majority vote referendum, whether Social Security participation can continue for the affected Correctional Plan members is determined on an "all or none" basis. If a majority vote referendum is held and passes, then everything stays the same – all of the members have the Social Security coverage that has been provided through their public employment, even those employees who voted "no."</p> <p>Additionally, Social Security coverage would be provided to all future Correctional Plan members. If a majority vote referendum fails, the resulting effect would be refunds of the taxes paid improperly by the current Correctional Plan members who participated in the referendum and for former members who terminated employment in 2011, 2012, or 2013. The loss of Social Security coverage for the former members could also result in lower Social Security benefit amounts, loss of insured status, and overpayments for the former employees and auxiliaries receiving benefits on the same Social Security record.</p>	

Under a **divided vote referendum**, an individual choice about Social Security participation is made. Each employee who votes “YES” would retain Social Security coverage and continue to contribute while employed in a position under the Correctional Plan. Each employee who votes “NO” would stop paying the 6.2% Social Security tax and could apply for a refund subject to the IRS statute of limitations. PERA would execute a 218 modification giving coverage to the employees who voted “yes” and to all new members of the Correctional plan.

From an administrative prospective, I am recommending that the board select **majority vote referendum**. It is important to note that because this will be a retirement system referendum, it must be one approach for all. So the referendum method selected by a majority of the Counties, will be used by all of the County.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: That the board select the majority vote referendum
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**SELECTING A REFERENDUM VOTING METHOD FOR THE PERA LOCAL
GOVERNMENT CORRECTIONAL SERVICE EMPLOYEES RETIREMENT PLAN
SOCIAL SECURITY ADMINISTRATION VOLUNTARY SECTION 218 AGREEMENT**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, by the Swift County Board of Commissioners, the Majority Vote Referendum method is selected for the PERA Local Government Correctional Service Employees Retirement Plan Social Security Administration voluntary section 218 agreement referendum.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 19th day of August 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___

The Basics on Section 218 Coverage

When Social Security was initially created, it was not automatically extended to government employees who are members of a public retirement system, so coverage is provided through voluntary Section 218 Agreements with the Social Security Administration (SSA). With certain exceptions, once coverage is provided, it continues and cannot be terminated. Employees covered under a Section 218 Agreement have the same coverage and benefit rights as private sector employees who are automatically required to participate in Social Security and Medicare.

A 218 Agreement may be amended through a modification, which is a legal document between the State and the SSA. Modifications are executed for various reasons, including bringing participants of a newly created retirement plan under the terms of the original 218 Agreement and thereby requiring the employee positions to participate in Social Security. Employees are brought under a Section 218 Agreement in groups known as coverage groups. In Minnesota, most state and local government employees have coverage as retirement system groups (e.g. PERA Coordinated Plan, Minnesota State Retirement System General and Correctional Plans, Teachers Retirement Association).

In 2002, the Legislature designated PERA as the State Social Security Administrator (SSSA). As Minnesota's SSSA, PERA administers the State's Section 218 Agreement, including the modifications necessary to extend Social Security and Medicare coverage to Minnesota's state and local government employees.

Background Relating to the PERA Correctional Plan

When the Legislature created the PERA Local Government Correctional Service Employees Retirement Plan on July 1, 1999, it was likely assumed that the employees participating in the plan would also be covered by Social Security since they had been covered as members of PERA's Coordinated Plan. In 2004, the SSA recommended executing an identification modification to clarify that the positions under the Correctional Plan would remain covered by the Coordinated Plan 218 Agreement for Social Security coverage. The SSA did not recommend a Social Security Referendum at that time. PERA executed the identification modification and submitted it to the SSA. In June 2014, the local SSA, in response to a request for review from PERA, determined that the identification modification completed in 2004 provided Social Security coverage **only** to employees in local government correctional institutions who had their PERA coverage changed from the Coordinated Plan to the Correctional Plan. PERA also learned that anyone enrolled in the Correctional Plan who had not been transferred from the Coordinated Plan should not be reported to Social Security. **But – employees and employers have been contributing to Social Security on local correctional plan service, so a corrective step is needed to sanction the coverage and ensure that participation in Social Security is extended to all new employees enrolled in the Correctional Plan.**

What Must Be Done Now?

Although a Social Security referendum was not held when the Correctional Plan was created, it can – and must – be held in order to legally **sanction** the Social Security coverage that has been given to current employees whose membership in the Correctional Plan began after 7/1/1999 and to future members of this retirement system.

PERA suggests that a retirement system referendum for eligible members of the Correctional Plan be held before the end of calendar year 2014. As the SSSA, PERA will conduct the referendum, but **the employers must decide the voting procedure by choosing between a majority vote and a divided vote referendum. Because this will be a retirement system referendum, it must be one approach for all.**

Majority Vote Referendum

Minnesota is authorized to conduct a majority vote referendum for Social Security coverage by Minn. Stat., Chapter 355. This voting process provides that if a majority of the members of the Correctional Plan who are determined eligible to vote (not a majority of those voting) are in favor of coverage, then all current members continue in, and all future enrollees of the retirement plan would be covered by, Social Security – in other words, **everything stays the same**.

If a majority vote referendum fails, then only the Correctional Plan members who were in the Coordinated Plan **before** their positions were moved to the Correctional Plan would keep their Social Security coverage. For all other employees the following would apply:

- Current Correctional Plan members who had Social Security deductions withheld, but should not have, may request a refund from the IRS, but **the refund period would be limited to the federal statute of limitations period (3 years, 3 months and 15 days from the date the refund request is filed with the IRS)**. No refund would be retroactive to 1999.
- Former employees who had become Correctional Plan members after 7/1/1999 **and** who terminated their employment during the IRS statute of limitations period may be in jeopardy of losing the Social Security coverage for that period. The resulting effect on Social Security benefits would be possible lower benefit amounts, possible loss of insured status, and possible overpayments for the former employee and others receiving benefits on the same Social Security record.

Divided Vote Referendum

Under a divided vote, each eligible employee has an opportunity to make an individual election on whether he or she wants to continue to have Social Security coverage under Minnesota's Section 218 Agreement. To vote in the referendum, the employee must be in a position under the Correctional plan and must be a member of that plan on the date the referendum is held. Only those individuals who vote to stop paying into Social Security discontinue that payroll deduction and thus the county match of 6.2 percent stops. But, **once the vote is concluded, all new hires enrolled in the Correctional Plan must be enrolled in Social Security. There is no individual choice for future newly enrolled members of the PERA Plan.**

Why the Majority Vote Approach may be the Better Approach to Take.

Employers may prefer using the majority vote approach for the upcoming referendum for the following reasons:

- The omission of the referendum years ago was an inadvertent technical error. **The majority vote approach provides the opportunity to retain uniformity in the Social Security coverage of ALL affected employees.** If a majority vote referendum passes, the status quo would be maintained; meaning that all current and former members of the Correctional plan would have the Social Security coverage that has been provided through their employment with a local correctional facility.
- Unlike the Basic/Coordinated Plan vote in 1967 – 1968, the Correctional Plan members are voting to **keep** their Social Security coverage, not deciding if they will take a lesser benefit from PERA and add Social Security protection – the PERA Correctional Plan benefits are the same with or without the Social Security coverage.
- If a divided vote is used, some employees may choose not to contribute to Social Security. In that case, the employer's payroll system will have to accommodate the recordkeeping of those individuals – that will be a diminishing group, because once the referendum is completed and the Agreement is modified, all future enrollees into the Correctional Plan must participate in Social Security.

- Passage of a majority vote referendum would reduce the likelihood that a member of the Correctional Plan would see Social Security benefit reductions under the Windfall Elimination Provision (WEP).¹ The WEP affects how the retirement or disability benefit from Social Security is calculated for persons who draw a government pension from work where Social Security taxes were *not* taken from their pay. A modified formula is used to calculate the Social Security benefit, resulting in a lower benefit amount.
- Individual choice under divided vote may result in some employees taking a short term perspective and choosing to no longer make the 6.2 percent Social Security contribution rather than seeing the bigger picture of maintaining the three-legged stool support for financial security in retirement (i.e., Social Security, retirement plan benefits, personal savings). That could lead to a push for more generous benefits from PERA Correctional – at a greater cost to ALL employers and employees.
- Social Security benefit coverage for the surviving spouse and dependent children of a younger Correctional Plan member provides more complete protection than the PERA plan alone provides.

Once the Decision on the Type of Voting Procedure to use is made, what is next?

Regardless of the voting method, federal provisions require that all employees be given at least 90 days' notice prior to the referendum date. The 90-day notice period exists to allow each voter enough time to obtain information about the Social Security program prior to voting in the referendum. PERA, as the SSSA, has drafted procedures for conducting the referendum process which are being distributed to county human resource personnel for their information and comments.

If a decision is made to use the majority vote approach, communication to the affected employees about the value in retaining Social Security participation is a critical step. To that end, PERA will prepare some points for the county human resource personnel to share with the employees as they prepare to vote.

¹A person can avoid the WEP by accruing at least 30 years of "substantial earnings" that were taxed by Social Security.