

Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 2, 2016

9:00 AM

Swift County Board 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>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the January 19, 2016 Meeting
	3-5	(2) Consider approving the purchase of a 2016 Ford Explorer for the Sheriff Department
	6-12	(3) Consider approving the purchase of an enclosed trailer for hauling the ATV
	13-14	(4) Consider the appointment of a Legal Assistant – Victim Witness Coordinator
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
		Other Business
	15-35	Consider approving a contract with Schneider Corporation to complete the Swift County GIS base mapping project
	36-38	Consider merging the Emergency Management Department into the Sheriff Department and making revisions to the Emergency Management Director position description
	39-44	Consider approving a MOU between AFSCME Local #2538 – Courthouse Unit and Swift County
	None	Strategic Plan Update
10:00 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

January 19, 2016

Chairman Peter Peterson called the meeting to order at 11:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, Environmental Services Director Scott Collins, County Auditor Kim Saterbak, and Amanda Ness.

Chairman Peter Peterson asked if there were any additions to the agenda. Administrator Pogge-Weaver requested the addition of AMC's County Program Aid Resolution to the agenda.

01-19-16-01 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the agenda with the addition noted. Motion carried unanimously.

01-19-16-02 Commissioner Edward Pederson moved and Commissioner Fox seconded to approve the Consent Agenda which consisted of: (1) Minutes from the January 5, 2016 Meeting, (2) Approval of revisions to the Swift County DAC agreement to provide services to the Swift County Environmental Services Department, (3) Appointments to the Swift County Planning Commission, (4) Appointments to the Swift County RDA Board of Directors, and (5) Approval of Petty Cash amounts for 2016. Motion carried unanimously.

Administrator Pogge-Weaver requested the addition of AMC Dues to the warrants.

01-19-16-03 Commissioner Fox moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$250,917.92; Solid Waste: \$36,048.72; Road and Bridge: \$107,565.86; County Ditches: \$1,512.03; Revolving Loan Fund, \$764.44, Welfare & Family Services, \$380.93; Region 6 West Agency, \$577.47; Current/ School District Agency, \$33,212.11; Townships & Cities Agency, \$47,419.17; which includes the following bills over \$2,000: Association of MN Counties, \$7,338.00; Center Point Energy Minnegasco, \$2,754.24; CLIFTONLARSONALLEN LLP, \$9,600.00; Computer Professionals Unlimited Inc, \$5,493.74; Countryside Public Health, \$49,377.50; Emergency Communications Network, LLC, \$8,658.80; Goff Public, \$5,000.00; Law Enforcement Technology Group LLC, \$32,032.82; Maney International of Alexandria, \$3,705.77; MN Counties Intergovernmental Trust, \$179,656.54; Mn Sheriff's Association, \$4,949.40; Pflipsen Trucking LLC, \$13,417.04; Prairie Five Rides, \$4,716.10; Pro Action Safety & Sales, \$2,435.63; Treasurer, Benson Township, \$2,704.48; Treasurer, City Of Appleton, \$14,804.40; Treasurer, City Of Benson, \$6,235.67; Treasurer, City Of Danvers, \$2,506.13; Treasurer, City Of Kerkhoven, \$3,167.61; Treasurer, City of Murdock, \$3,095.10; Treasurer, Kerkhoven Township, \$4,409.88; Treasurer, West Bank Township, \$2,479.64; Treasurer, School Dist #2853, \$9,649.88; Treasurer, School Dist. #775, \$9,603.14; Treasurer, School Dist. #777, \$13,678.18; US Postal Service, \$4,630.00; Waste Management Of Northern Minnesota, \$8,312.49; and Wold Architects & Engineers, \$3,672.04. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Hendrickx reported on AMC Executive Board, UMRDC, Results First Initiative, SPCC, 6W Corrections Interviews, Woodland Centers, AMC, and 6W Corrections. Chairman Pete Peterson reported on 6W Corrections and Countryside Public Health. Commissioner Fox reported on Woodland Centers, Pomme de Terre River, and Restorative Practices. Commissioner Edward Pederson reported on SWCD Meeting and Safety Committee. Commissioner Rudningen reported on the Well-Being Committee, Enhancing the Organization, and Glacial Ridge Scenic Bi-way.

County Treasurer Vadnais reviewed fourth quarter 2015 financials with the board.

Administrator Pogge-Weaver updated the board on the Prison task force, Tech Group, Legislative Roundtable, and planned time out of the office.

01-19-16-04 Commissioner Fox moved and Commissioner Rudningen seconded to approve engaging with Northland Securities, Inc. as a municipal financial advisor related to bonding for the Federated Telephone Broadband Project. Motion carried unanimously.

Administrator Pogge-Weaver discussed a resolution endorsing the revised county program aid formula developed by the Association of Minnesota Counties' County Program Aid Work Group.

01-19-16-05 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve AMC's County Program Aid Resolution. Motion carried unanimously.

01-19-16-06 Commissioner Rudningen moved and Commissioner Edward Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 11:53 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
February 2, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sheriff's Office	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase of a 2016 Ford Explorer for the Sheriff Department.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The sheriff's department is requesting approval to purchase a 2016 Explorer for the department. The purchase is in the 2016 budget. Staff requests approval of the bid from Nolan Baker Ford of Kerkhoven.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

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Dealer: F58520

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0115 Priority: C2 Ord FIN: QE667 Order Type: 5B Price Level: 640

Ord Code: 500A Cust/Flt Name: SWIFT CTY SHE PC Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$30930		.GRILL WIRING	
	.112.6" WB		794	PRICE CONCESSN	
E3	ARIZONA BEIGE			REMARKS TRAILER	
9	CLTH BKTS/VNL R			FLEX FUEL	
W	EBONY INTERIOR			SP DLR ACCT ADJ	
500A	EQUIP GRP			SP FLT ACCT CR	
	.PREM SINGLE CD			FUEL CHARGE	
99R	.3.7L V6 TIVCT	NC	B4A	NET INV FLT OPT	NC
44C	.6-SPD AUTO TRAN	NC		DEST AND DELIV	945
	FRT LICENSE BKT	NC		TOTAL BASE AND OPTIONS	33340
17T	CARGO DOME LAMP	50		TOTAL	33340
41H	ENG BLK HEATER	90		*THIS IS NOT AN INVOICE*	
51Y	DRV SDE SPT LMP	215		*TOTAL PRICE EXCLUDES COMP PR	
595	KEYLESS W/O PAD	260			
66A	FRONT HDLMP PKG	850			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC08445

\$30,627

3,029 Fleet Concession

27,598 Before Fees

925 Tow Pkg Installed

280 Metal Center Caps

\$28,800 * Add any Fees to this number

Valu Ford
Morris

2016 EXPLORER 4-DOOR

Order No: 8000 Priority: C2 Ord FIN: QE667 Order Type: 5B Price Level: 640
Ord Code: 500A Cust/Flt Name: SWIFT CO PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$30930	66A FRONT HDLMP PKG	\$850
.112.6" WB		.GRILL WIRING	
E3 ARIZONA BEIGE		794 PRICE CONCESSN	
9 CLTH BKTS/VNL R		REMARKS TRAILER	
W EBONY INTERIOR		FLEX FUEL	
500A EQUIP GRP		SP FLT ACCT CR	
.PREM SINGLE CD		FUEL CHARGE	
99R .3.7L V6 TIVCT	NC	DEST AND DELIV	945
44C .6-SPD AUTO TRAN	NC	TOTAL BASE AND OPTIONS	33635
53M SYNC SYSTEM	295	TOTAL	33635
FRT LICENSE BKT	NC	*THIS IS NOT AN INVOICE*	
17T CARGO DOME LAMP	50	*TOTAL PRICE EXCLUDES COMP PR	
41H ENG BLK HEATER	90		
51Y DRV SDE SPT LMP	215		
595 KEYLESS W/O PAD	260		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC09384

\$31 490.18

- 3 029.00 GPC

\$28 461.18

400.00

Hitch & wiring

\$28,861.18

Nolan Baker Ford Sales, Inc.
Box 348, 901 Atlantic Ave.
Kerkhoven, MN 56252

*Thanks
Tom Baker*



Request for Board Action

BOARD MEETING DATE:
February 2, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sheriff's Office	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase of an enclosed trailer for hauling the ATV.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County received grant funds to purchase an enclosed trailer for hauling the ATV. Staff requests approval of the bid from First Rate Trailers.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: Grant funding

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



brandon grimsley <bgrims01@gmail.com>

ATV Grant

Mathew Simmons <mathew@firstratetrailers.com>

Tue, Oct 27, 2015 at 11:42 AM

To: brandon grimsley <bgrims01@gmail.com>

Morning Brandon,

The 7x12 Single axle would be \$3600 this would be with the rear drop down ramp, side RV door with an additional bar lock.

The 7x12 would not have brakes.

The 7x14 Tandem would be \$4500 same thing rear ramp, side RV door with an additional bar lock, The 7x14 Tandem would have brakes on all 4 wheels.

Both trailers would be set up the same way, 6Ft 3" Interior, radial wheels. You had asked for some type of interior lighting.

We could mount some interior lights, put in an plug access to plug in a generator. You should buget \$200 for the light set up.

Either trailer. Have a great day. Mathew Simmons 1St Rate Trailers 320-286-2877

On Mon, 10/26/15, brandon grimsley <bgrims01@gmail.com> wrote:

Subject: Re: ATV Grant

To: "MATHEW SIMMONS" <mathew@firstratetrailers.com>

Date: Monday, October 26, 2015, 11:58 AM

[Quoted text hidden]

DAHLBERG BOOT & TRAILER SALES



BOX 203 • E. HWY. 12 AT STOCK YARDS
WILLMAR, MN 56201
PH: 320-235-4180
MARK DAHLBERG



10-210-19
H-H-BRANDON - SIDE HOOD - P-1005
15' SKATE BARS

391 13X7X16 3/4" HOLLOW BARS

WHITE - 4 DRUMS 15" HOLLOW BARS
3458

108 12x16 13X7X16 RC - WHITE
OR WHITE P-1005 15" HOLLOW BARS # 3248

TRAILER AXLES

588 TRUCKER ROAD RIGID 6 DRUMS
14X7X16 1/2 BARS # 4325

994 - 14X7X16 1/2 WELLS P-1005
4165

13X16X6 3/4" HOLLOW AXLE

381 - 13X16 1/2 WELLS - # 2727

243 - 13X16 1/2 WELLS P-1005 # 3041

13X16 1/2 RC - BFD - WHITE - BARS # 2989

SEVERAL OTHERS IN STOCK - SEE LISTING

PRICES DO NOT INCLUDE TAX OR DELIVERY

HORSE, STOCK, CARGO, FLATBED & DUMP TRAILERS
WESTERN & WORK BOARDS

Renville Sales Inc.

21026 US Hwy 212, Renville, MN 56284

Ph. 320-329-3469 / Fax 320-329-4269

www.renville.com

Enclosed Trailer Quote

New 2016 Stealth 7'x12' Titan SE

- Flat top / V-front
- (1) 3,500lb electric brake axle
 - o Spring Suspension
 - o 15" Radial Tires
- 24" Front Stoneguard
- LED Lights
- (3) 12v LED Interior Lights
- (1) non-powered roof vent
- 6" extra height (6'6" interior height)
- Rear ramp door
- (4) recessed floor d-rings
- RV latch on side door w/bar lock
- Rear stabilizer jacks
- 110v 15 amp exterior motorbase plug
- (1) 110v interior GFI wall receptacle
- 12v Battery w/box & wiring
- Rear beavertail (approx. 76" rear door opening)

Trailer Price:	\$4,550.00
Tax (6.5%):	\$295.75
Title & Lic.	\$60.25 (Tax Exempt License Plate)

TOTAL \$4,906.00

Trailer pricing includes freight to Renville, MN and all dealer set-up.

Renville Sales Inc.

21026 US Hwy 212, Renville, MN 56284

Ph. 320-329-3469 / Fax 320-329-4269

www.renvillesales.com

Fax Cover Sheet

Attn: Brandon From: Shane Fitzner

To: Swift Co. Sheriff's Dept Date: 10/26/2015

Fax: Trailer Quotes Pages: 4 w/cover

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- Rear ramp door
- (4) recessed floor d-rings
- RV latch on side door w/bar lock
- Rear stabilizer jacks
- 110v 15 amp exterior motorbase plug
- (1) 110v interior GFI wall receptacle
- 12v Battery w/box & wiring

Trailer Price:	\$4,115.00
Tax (6.5%):	\$267.48
Title & Lic.	\$60.25 (Tax Exempt License Plate)

TOTAL \$4,442.73

Trailer pricing includes freight to Renville, MN and all dealer set-up.

Renville Sales Inc.

21026 US Hwy 212, Renville, MN 56284

Ph. 320-329-3469 / Fax 320-329-4269

www.renvillesales.com

Enclosed Trailer Quote

New 2016 Stealth 7'x14' Titan SE

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- (2) 3,500lb electric brake axle
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- 6" extra height (6'6" interior height)
- Rear ramp door
- (4) recessed floor d-rings
- RV latch on side door w/bar lock
- Rear stabilizer jacks
- 110v 15 amp exterior motorbase plug
- (1) 110v interior GFI wall receptacle
- 12v Battery w/box & wiring
- Rear beavertail (approx. 76" rear door opening)

Trailer Price:	\$5,275.00
Tax (6.5%):	\$342.88
Title & Lic.	\$60.25 (Tax Exempt License Plate)
TOTAL	\$5,678.13

Trailer pricing includes freight to Renville, MN and all dealer set-up.



Request for Board Action

BOARD MEETING DATE:
February 2, 2016

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 appointing the appointment of a Legal Assistant – Victim Witness Coordinator	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County interviewed 5 individuals for a Legal Assistant – Victim Witness Coordinator position in the County Attorney's Office. The candidate that staff would like to offer the position to has 20 years of paralegal experience. Staff is requesting board approval to hire this individual at grade 11 – step 4 in recognition of the experience they have.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: None

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Requesting approval	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Mike Pogge-Weaver
Swift County Administrator

301 14th St N
P.O. Box 288
Benson, MN 56215

Phone (320) 314-8399
Fax (320) 843-2275

e-mail:
mike.poggeweaver@co.swift.mn.us

February 2, 2016

Stacy Augeson
9040 40th St NW
Milan, MN 56265

Re: Conditional Offer of Employment

Dear Stacy:

This letter is a written follow-up to your employment conversation with Danielle Olson and me. I am pleased we have reached a mutual agreement on a conditional offer of employment as a full-time Legal Assistant – Victim Witness Coordinator with Swift County. I am very pleased that you have accepted this job offer and look forward to you joining our county organization! This conditional offer of employment is contingent on successfully a background investigation.

Your first day will be Monday, February 29, 2016. Your direct supervisor will be Danielle Olson. This position is an exempt hourly full-time permanent appointment. Your beginning wage will be \$20.26 on the Grade 11 – Step 4 of the Swift Count Pay Plan. Annual step increases will occur on your anniversary date starting on your first anniversary with the County. The probationary status is for one (1) year. All other terms on the current Labor Agreement between Swift County and Local 2538 AFSCME Council 65, AFL-CIO will apply. The office hours are 8 a.m. until 4:30 p.m. with one-half hour set aside for lunch. Business casual attire is expected.

We look forward to having you continue your career with us. Please acknowledge your acceptance of this offer by signing below and returning this document to me no later than February 5, 2016.

Candidate Acceptance: I hereby accept the offer of employment with Swift County as stipulated above.

Signature: _____

Stacy Augeson

_____ Date

Cordially,

Peter Peterson
Swift County Board Chair

Mike Pogge-Weaver
Swift County Administrator

Note: The Swift County Board of Commissioner approved starting on Grade 11 – Step 4 at their February 2, 2016 meeting. The required consultation meeting between the union and employer occurred on January 27, 2016.

cc: Danielle Olson, Swift County Attorney
Payroll



Request for Board Action

BOARD MEETING DATE:
February 2, 2016

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 contract with Schneider Corporation to complete the Swift County GIS base mapping project	
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: Swift County sent out an RFP to completed select GIS layer for a countywide GIS base map. Some of the layers include parcels, PLSS, platted subdivisions, roads & railroads & right-of-Way. The County received 5 responses to the RFP including: Schneider Corporation. Fee: \$53,661.65. Completion Date: 6 months. *Schneider's fee reduced from \$74,110.65 via negotiation and discussion on the road centerline layer. North Point Geographic Solutions. Fee: \$55,920.00. Completion Date: 12-14 months. Pro-West & Associates. Fee: \$110,623.75. Completion Date: 15 months. Resource Data, Inc. Fee: \$240,000.00. Completion Date: 14 months. Burns & McDonnell. Fee: \$320,784.00. Completion Date: 12 months. The County engaged in negotiation with Schneider since their firm had substantially more experience and more staff; faster turn-around; and submitted signed bid, on-time (which was not done by North Point Geographic Solutions). Myself and the GIS Coordinator are comfortable with the contract as written and are confident Schneider can do the work and deliver a quality product. For these reasons, I am recommending Schneider Corporation.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: \$53,661.65 which is budgeted in the Land Records 2016 budget.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **The Schneider Corporation**, an Indiana Corporation, whose place of business is 8901 Otis Avenue, Indianapolis, IN 46216 (“PROFESSIONAL”) and **Swift County, Minnesota**, whose place of business is: **301 14th Street North, Benson, MN 56215** (“CLIENT”).

1 Services.

PROFESSIONAL shall provide CLIENT with the following services (“Services”):

A. PLSS Conversion

1. Public Land Survey System (PLSS) Corner Point Data Layer

- a) PLSS corners (section corners and centers, quarter section corners and center, quarter quarter section corners and centers and meander corners) point data layer will be developed from existing surveyed PLSS corners (with GPS coordinates) and digital (or photo identifiable paper) certificate of locations identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project. In absence of any section corner monument data, digital orthophotography interpretation will be used.
- b) Point placement would be within 1 foot of perceived observable feature (i.e. road intersection, road, fence line rock pile or other feature reflecting permanence) at a scale of 1:600. In the event the digital orthophotography lacks an observable feature within the predicted area of the corner, corner placement shall correspond to proportional splitting computation from the original General Land Office (GLO) surveys and replat of Shible Township, provided to PROFESSIONAL at the beginning of the project. The principles governing the original PLSS will be applied.
- c) When surveyed monument record does not exist, quarter quarter / meander points will be placed using mathematical interpretation unless absolute certain corner feature from orthophotography is permanent. Thus, mathematical placement of meander corners must preserve/align with the intersecting PLSS “grid line,” computed in consistency with the principles of the original PLSS and the GLO’s. Further, mathematical placement of meander corners will preserve the latitude of the existing meander corner location when that grid line is essentially NS, and oppositely, the longitude when that grid line is essentially EW.
- d) The CLIENT would be notified of any questionable corner locations based on meander points, previously collected points or points not meeting the above listed criteria.
- e) The attribute structure will match the attribute structure of the PLSS Corner data provided to PROFESSIONAL at the beginning of the project. The attribute fields populated at minimum will be:
 - Document – List the certificate of location digital document for future hyperlinking.
 - Source – Utilize the codes as described and outlined in the Swift County Request for Proposals.
 - MonType – Monument type, sometime NA.

2. PLSS Section Polygon Data Layer

- a) Section polygon data layer developed from PLSS corner point data layer and principles governing the original General Land Office (GLO) surveys, provided to PROFESSIONAL at the beginning of the project.
- b) The attribute structure will match the attribute structure of the data available for download from MNDNR provided to PROFESSIONAL at the beginning of the project. The section polygon data layer will be attributed with section number at a minimum.

3. **PLSS Quarter Sections Polygon Data Layer**

- a) Quarter section polygon data layer developed from PLSS corner point data layer and principles governing the original General Land Office (GLO) surveys, provided to PROFESSIONAL at the beginning of the project.
- b) The attribute structure will match the attribute structure of the data available for download from MNDNR provided to PROFESSIONAL at the beginning of the project. The quarter section polygon data layer will be attributed with quarter section designation.

4. **PLSS Quarter Quarter Sections Polygon Data Layer (includes meandered waterbodies and government lots)**

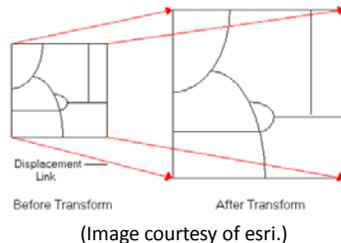
- a) Quarter quarter section polygon data layer developed from PLSS corner point data layer and principles governing the original General Land Office (GLO) surveys, provided to PROFESSIONAL at the beginning of the project.
 - Meandered waterbodies and government lots will be adjusted utilizing the affine and rubber sheet transformations listed below.
- b) The attribute structure will match the attribute structure of the data available for download from MNDNR provided to PROFESSIONAL at the beginning of the project. The quarter quarter section polygon data layer will be attributed with quarter quarter section designation, quarter section designation and section number at a minimum.

B. GIS Conversion

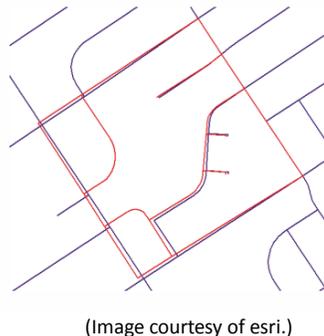
1. **GIS Data Layer Realignment**

- a) Esri compatible GIS data layers for up to 8,547 parcels will be spatially adjusted to visually realign with lines of occupation (where evident) in the most recent digital orthophotography, provided by the CLIENT at the beginning of the project.
 - i. A list of the specific layers that would be adjusted would be generated once the data is received from the CLIENT. Anticipated layers include:
 - Parcels
 - Lots
 - Blocks
 - Subdivisions
 - Road centerlines
 - The road centerlines linear data layer for approximately 1,365 linear miles will originate from the CLIENT's E911 data, provided to PROFESSIONAL at or near the beginning of the project.
 - Using the "Affine" or "Rubbersheet" method (described below) adjusted results are anticipated to equate to 50% of mileage to be within 2 feet of the center of the identifiable road bed at a scale of 1:600 on the current orthophotography provided to PROFESSIONAL at the beginning of the project. The remaining 50% of the mileage is anticipated to be within 5 feet or less of the center of the identifiable road bed at a scale of 1:600.
 - PROFESSIONAL anticipates that no more than 10% of the total linear mileage will need to be reconstructed after the "Affine" and "Rubbersheet" realignment methods are used to ensure features line up with the orthophotography to meet the above listed accuracy results. Reconstructed road centerline mileage in excess of 137 linear miles will be billed at \$3.25 per mile and approved by the CLIENT before reconstruction begins.
 - Road centerlines that are reconstructed will be identified by a point placed on the centerline containing the road name to allow for geographic tracking as well as report in spreadsheet format.

- b) Perimeter segments legally described as curves will be converted into true curves segments. Anticipated workflow may include some or all of the items listed below:
- Curves and Lines Add-in conversion
 - Reconstruction / manual refinement (*subject to reconstruction section B.1.d.iii below*)
 - Curve center point adjustment to mean location (*subject to reconstruction section B.1.d.iii below*)
- c) Realignment adjustment will be achieved through the use of displacement vectors. PROFESSIONAL will establish displacement vectors, controlling the from and to locations for the data realignment.
- Displacement vectors would be from multiple data layers PLSS and GPS positions provided by the county at the beginning of the project.
 - Additional displacement vectors would utilize the current orthophotography containing identifiable locations. Identifiable locations would be characterized as sidewalk edges, fences, tree lines, building locations, etc.
- d) With the establishment of the displacement vectors realignment will be accomplished through the use of different transformation approaches across the area. The transformation approach results can be slightly varied depending on the data layers, original construction techniques and procedures. These transformation approaches are defined as:
- i. Affine
- This method may be used when:
 1. Large geometric areas realignment in areas like section, quarter sections are needed.
 2. Data layers are constructed on a consistent basemap (PLSS).

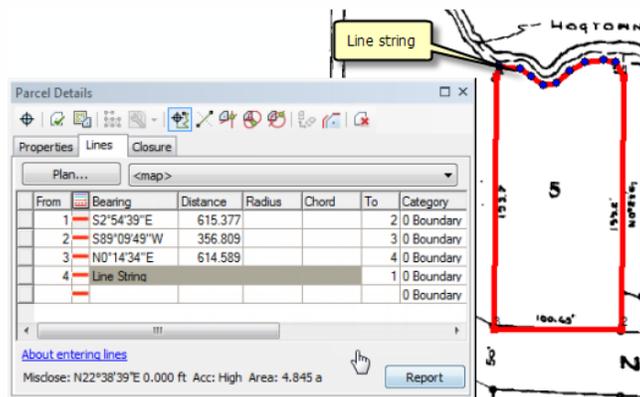


- ii. Rubbersheet
- This method may be used when:
 1. "Affine" method results are not consistent with feature location and orthophotography alignment.
 2. Small geometric adjustments like subdivision / block level realignment is needed allowing for additional displacement vectors to be used.



iii. Reconstruction

- This method may be used when:
 1. “Affine” or “Rubbersheet” method results for the area are not consistent with feature location and orthophotography alignment.
 2. PROFESSIONAL anticipates that no more than 10% of the total parcels will need to be reconstructed after the “Affine” and “Rubbersheet” realignment methods are used to ensure features line up with the orthophotography. Reconstructed parcels in excess of 855 will be billed at \$3.40 per parcel and approved by the CLIENT before reconstruction begins.
 3. Parcels that are reconstructed will be identified by a point placed on the parcel containing the parcel identification number to allow for geographic tracking as well as report in spreadsheet format.
 4. In the event inconclusive legal descriptions from CLIENT’s Computer Assisted Mass Appraisal (CAMA) database do not provide the necessary legal description information for parcel reconstruction the CLIENT will be notified to allow for any additionally sources to be provided to assist in proper placement.
 5. Parcel polygon features that are reconstructed will be constructed utilizing true curves information as available and provided on the sources.
 - a. Once migrated to the Esri® Parcel Fabric data model at the end of the project natural boundaries where applicable would be represented as a “Line String”.
<http://desktop.arcgis.com/en/desktop/latest/manage-data/editing-parcels/creating-natural-boundaries.htm>



(Image courtesy of esri.)

- e) PROFESSIONAL will work with the CLIENT to minimize workflow impact. In so doing the areas may be separated into delivery units (i.e. townships, ¼ of the county) at the CLIENT’s request. This would be done to allow the CLIENT to continue to use and maintain some areas during the adjustment process.
- f) PROFESSIONAL will complete a visual quality control review of the finalized adjusted data layers and place points where additional research (i.e. deed research) may be necessary based on orthophotography and the final realignment location. This will allow the CLIENT staff the opportunity to research and / or modify, if necessary, these areas in the future.
- g) PROFESSIONAL will utilize custom data quality control and data integrity checks that will ensure that all the data retains its current topological integrity, and contain exactly the same number of features and the same attributes before and after the spatial adjustment.

2. GIS Feature Creation

1. Subdivision (Addition) polygon data layer

- i. Subdivision polygon data layer, from existing tax maps, subdivision plats, surveys and CAMA data identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project.
- ii. Subdivision polygon features will be constructed utilizing true curves information as available and provided on the sources.
- iii. The attribute structure will match the attribute structure of the existing data provided to PROFESSIONAL at the beginning of the project. The subdivision polygon data layer will be attributed with subdivision name, identification number and digital scan name at a minimum and where available on the sources provided by the CLIENT.

2. Block polygon data layer

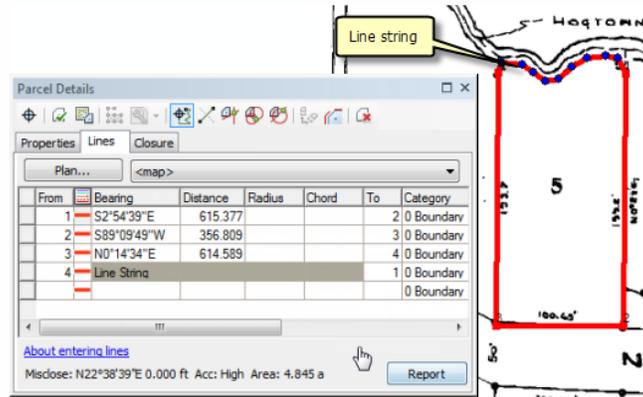
- i. Block polygon data layer, from existing tax maps, subdivision plats, surveys and CAMA data identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project.
- ii. Block polygon features will be constructed utilizing true curves information as available and provided on the sources.
- iii. The attribute structure will match the attribute structure of the existing data provided to PROFESSIONAL at the beginning of the project. The block polygon data layer will be attributed with block number at a minimum and where available on the sources provided by the CLIENT.

3. Lot polygon data layer

- i. Lot polygon data layer from existing tax maps, subdivision plats, surveys and CAMA data identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project.
- ii. Lot polygon features will be constructed utilizing true curves information as available and provided on the sources.
- iii. The attribute structure will match the attribute structure of the existing data provided to PROFESSIONAL at the beginning of the project. The lot polygon data layer will be attributed with lot number at a minimum and where available on the sources provided by the CLIENT.

4. Parcel polygon data layer

- i. Parcel polygon data layer, for approximately 1,200 parcels from existing tax maps, subdivision plats, and CAMA data and deeds, identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project.
- ii. Parcels will be developed using the existing tax maps and subdivision plats as a primary source as to line up with visible lines of occupation in the digital orthophotography. In absence of visible line of occupation a division may be based on the legal description found in the CAMA data or property deed.
- iii. Parcel polygon features will be constructed utilizing true curves information as available and provided on the sources.
 - Once migrated to the Esri® Parcel Fabric data model at the end of the project natural boundaries where applicable would be represented as a "Line String".
<http://desktop.arcgis.com/en/desktop/latest/manage-data/editing-parcels/creating-natural-boundaries.htm>



(Image courtesy of esri.)

- iv. The attribute structure will match the attribute structure of the existing data provided to PROFESSIONAL at the beginning of the project. The parcel polygon data layer will be attributed with parcel number at a minimum and where available on the sources provided by the CLIENT.
- v. In absence of the parcel number on the source, PROFESSIONAL will attribute the parcel with "Unknown". Any non-matching parcels will be flagged for the county to review.

5. Questionable_Addressing point data layer

- i. Questionable_Addressing point data layer will be a point data layer representing location address anomalies compared to the E911 road centerline data layer, provided to the PROFESSIONAL near the beginning of the project.
- ii. PROFESSIONAL through the use of a join between the parcel number in the parcel polygon data layer and the CLIENT's CAMA database will cross reference the location address in the CAMA database with the E911 road layer. Any anomalies would be flagged with a point to allow the CLIENT staff the opportunity to research and / or modify, if necessary, these areas in the future.

C. Additional Data Products

1. Railroad Linear Data Layer

- i. Railroad linear data layer for approximately 65 miles of railroad centerline will be developed utilizing the most current orthophotography and available for download from MNDOT identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project.
- ii. The railroad linear data layer will be clipped to the county boundary and placement would be within 2 feet of all identifiable railroad bed at a scale of 1:600 on the current orthophotography provided to PROFESSIONAL at the beginning of the project.
- iii. The attribute structure will match the attribute structure of the data available for download from MNDOT provided to PROFESSIONAL at the beginning of the project. The railroad linear data layer will be attributed with BNSF Railway or Twin Cities & Western Railway Company as identified on existing source provided to PROFESSIONAL at the beginning of the project.

2. **Rights-of-Way Polygon Data Layer**

- i. Rights-of-way polygon data layer for approximately 1,365 miles of road and approximately 65 miles of railroad will be developed utilizing county sources, MNDOT Right of Way Mapping and Monitoring Viewer, provided to PROFESSIONAL at the beginning of the project, and uniform width rights-of-way centered on road and railroad centerlines. Uniform width rights-of-way measurements (66 feet or otherwise) will be determined and identified by the CLIENT for PROFESSIONAL prior to the beginning of the project
- ii. Rights-of-way polygon data layer will be intersected with quarter quarter sections and subdivision boundaries at minimum to limit polygon size, number of vertices and ease data maintenance. Where available and applicable this would also include splitting at abrupt changes in size (i.e. greater than 20').
- iii. Rights-of-way polygon data layer will be attributed with type. The exact definitions of the types would be identified by the CLIENT for PROFESSIONAL prior to the beginning of the project. Types include:
 - Plat
 - Default
 - Vacated
 - Alley

3. **Annotation Data Layers**

• **Parcel Dimension Annotation Data Layer**

- i. Parcel dimensions including bearings and angles where available will be placed as shown on existing tax maps and subdivision plats provided to PROFESSIONAL at the beginning of the project.
- ii. Urban (1:100) and rural (1:400) annotation classes will be established allowing for the display of different size annotation based on the annotation location and current map viewing scales.
- iii. This will be created either as stand-alone annotation or as an attribute of a parcel dimension linear feature. This will be determined by the CLIENT for PROFESSIONAL prior to the beginning of the project.
 - If stand-alone annotation is determined PROFESSIONAL will work with the CLIENT to determine the desired style, color, etc. at the beginning of the project.
- iv. This will be a static layer that will require maintenance and will be placed at a fixed scale.

• **Lot Dimension Annotation Data Layer**

- i. Lot dimensions including bearings and angles where available will be placed as shown on existing tax maps and subdivision plats provided to PROFESSIONAL at the beginning of the project.
- ii. Urban (1:100) and rural (1:400) annotation classes will be established allowing for the display of different size annotation based on the annotation location and current map viewing scales.
- iii. This will be created either as stand-alone annotation or as an attribute of a parcel dimension linear feature. This will be determined by the CLIENT for PROFESSIONAL prior to the beginning of the project.
 - If stand-alone annotation is determined PROFESSIONAL will work with the CLIENT to determine the desired style, color, etc. at the beginning of the project.
- iv. This will be a static layer that will require maintenance and will be placed at a fixed scale.

- **Block Dimension Annotation Data Layer**
 - i. Block dimensions including bearings and angles where available will be placed as shown on existing tax maps and subdivision plats provided to PROFESSIONAL at the beginning of the project.
 - ii. Urban (1:100) and rural (1:400) annotation classes will be established allowing for the display of different size annotation based on the annotation location and current map viewing scales.
 - iii. This will be created either as stand-alone annotation or as an attribute of a parcel dimension linear feature. This will be determined by the CLIENT for PROFESSIONAL prior to the beginning of the project.
 - If stand-alone annotation is determined PROFESSIONAL will work with the CLIENT to determine the desired style, color, etc. at the beginning of the project.
 - iv. This will be a static layer that will require maintenance and will be placed at a fixed scale.
- **Rights Of Way Dimension Annotation Data Layer**
 - i. Rights of way dimensions including bearings and angles where available will be placed as shown on existing tax maps and subdivision plats provided to PROFESSIONAL at the beginning of the project.
 - ii. Urban (1:100) and rural (1:400) annotation classes will be established allowing for the display of different size annotation based on the annotation location and current map viewing scales.
 - iii. This will be created either as stand-alone annotation or as an attribute of a parcel dimension linear feature. This will be determined by the CLIENT for PROFESSIONAL prior to the beginning of the project.
 - If stand-alone annotation is determined PROFESSIONAL will work with the CLIENT to determine the desired style, color, etc. at the beginning of the project.
 - iv. This will be a static layer that will require maintenance and will be placed at a fixed scale.

D. **Services**

- a) **Data conversion services**
 - i. All work will be performed by Professional, no subcontractors will be utilized on this project without the approval of the CLIENT.
- b) **Metadata**
 - i. Deliverable data layers will contain FGDC/MGMG compliant metadata.
- c) **Projection**
 - i. All data layers and GIS deliverables will be referenced to the NAD_1983 HARN_Adj_MN_Swift_Feet projection.
- d) **Feature Development**
 - i. Features will be developed as single part features, where applicable. True multi-part polygons would be exceptions.
 - ii. Features will not be duplicated.
 - iii. Features would be coincident with neighboring features (i.e. neighboring parcels) and appropriate corresponding feature classes (i.e. parcels to PLSS).
 - iv. Features will not contain duplicate “stacked” vertices within the same feature.
 - v. Features will be in their simplest form. If legally described as straight linear element, feature would contain only two (end point) vertices, unless adjacent polygon corners fall on that same line, or another line intersects it.

e) **Topology**

- i. Topology will be applied to feature classes to ensure appropriate features are coincident (i.e. Parcels are coincident with PLSS) topology rules included at a minimum would be:
 - Subdivision must not overlap
 - Subdivision must not have gaps
 - Block must not overlap
 - Block must not have gaps
 - Parcel must not overlap
 - Parcels must not have gaps
 - Lot must not overlap
 - Lot must not have gaps

f) **Status Reporting**

- i. Professional will provide bi-weekly status reports to designated CLIENT representatives.

g) **Pilot Area**

- i. Professional will work with the CLIENT to establish a Pilot Area (anticipated to be Kildare Township) at the beginning of the project.
- ii. Client will be provided pilot area data for review and Professional will conduct a review meeting working alongside on-site or remote with the CLIENT. Full conversion will not commence until the CLIENT approves the Pilot area and any agree upon changes are incorporated into the data or methodology.

h) **Project Management**

- i. Professional will provide daily project management.
- ii. Professional management staff would be available for up to one year after final data deliverables to answer questions, discuss conversion procedures, delivery contents.

Deliverables

Deliverable deadline is to be 6 to no more than 8 months from the signed execution of the agreement.

File geodatabase -	containing the above listed layers after realignment and new feature creation and topology rules and exceptions
Parcel Fabric File geodatabase -	containing the applicable data layers loaded into the Esri® Parcel Fabric Model utilizing Esri®'s standard Local Government Information Model (LGIM) types with historic feature classes.
Georeferenced Plats -	Any georeferenced subdivision plats utilized during the GIS Feature Creation will be provided.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

1. **One-time total: \$53,661.65**
 - A. **PLSS Conversion - \$6,137.55**
 1. Public Land Survey System (PLSS) Corner Point Data Layer
 2. PLSS Section Polygon Data Layer
 3. PLSS Quarter Sections Polygon Data Layer
 4. PLSS Quarter Quarter Sections Polygon Data Layer
 - B. **GIS Conversion - \$30,225.45**
 1. GIS Data Layer Realignment
 2. GIS Feature Creation
 - C. **Additional Data Products - \$17,298.65**
 1. Railroad Linear Data Layer - \$465.00
 2. Rights-of-Way Polygon Data Layer - \$9,760.00
 3. Annotation Data Layers - \$7,073.65
 - D. **Services - included**

CLIENT shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the CLIENT.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½ % per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found **in Appendix A**. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall commence upon the execution of this agreement and terminate on December 31, 2016. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by the three consecutive, 12- month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Minnesota.

9 Data Ownership. The original data provided by the CLIENT and Data Products produced for the CLIENT are solely owned by the CLIENT. Professional for any purposes outside of this project will not provide to any other parties.

10 In Limitation of Liability and Responsibilities. The PROFESSIONAL agrees it will defend, indemnify and hold harmless the CLIENT, its officers and employees against any and all liability, loss, costs, damages and expenses which the CLIENT, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the PROFESSIONAL's performance or failure to perform its obligations pursuant to this contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through February 15, 2016.

PROFESSIONAL:

The Schneider Corporation

By: _____

Print: Jeff Corns, GISP

Title: Executive Vice President

Date: _____

CLIENT:

Swift County, Minnesota

By: _____

Print: _____

Title: _____

Date: _____

Terms of Service

version 12.1.14

We (The Schneider Corporation and The Schneider Corporation doing business as qPublic and qPublic.net) entered into a written agreement with you to provide certain services. The agreement provides that these Terms of Service are incorporated into and made a part of the agreement. We reserve the right to update or modify these Terms of Service upon ten (10) days prior notice to you. Such notice may be provided by us to you by e-mail.

A) Your Responsibilities.

To the extent required for us to render services to you, you shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as your representative with respect to the services. (2) Provide all criteria and full information as to your requirements for the services. (3) Provide to us all information and data required to complete the services, or provide regular remote access to requested databases and IT infrastructure as requested by us. (4) Give prompt written notice to us whenever you observe or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of us or any of our subcontractors or consultants.

B) Limitation of Liability and Responsibilities.

To the fullest extent permitted by law, you shall defend indemnify and hold us harmless from all claims, demands, suits, causes of action losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which we may suffer or sustain arising out of, related to or resulting from your acts or omissions. Nothing contained in this paragraph, however, shall be construed to release us from liability for failure to properly perform our duties and responsibilities under the agreement.

We shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances. Our standard of care should not be construed as a warranty, either express or implied, of the services, as we makes no guarantee or warranty, express or implied, in fact or by law, or otherwise concerning the services. You shall not hold us liable for damages or delays in performance caused by events beyond our control, including, but not limited to weather, information acquisition and communications.

Further, in recognition of the relative risks and benefits of the services to both you and us, the risks have been allocated such that you and we knowingly and willingly agree, to the fullest extent permitted by law, that our total liability to you, with respect to any acts or omissions by us, our subcontractors or consultants including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence or any other legal theory, shall not exceed \$50,000, the cost to cure the omission or deficiency, or the total compensation received by us for the services rendered pursuant to the agreement, whichever is less. This limitation of liability is a

material inducement to us to enter into the agreement. In no event shall either you or we be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of the agreement.

C) Insurance Coverage.

We shall, at our own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

General Liability (including automobile) combined single limit of \$1,000,000.00

Worker's Compensation – statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, and/or act in the amount of \$2,000,000.00 per claim and \$4,000,000.00 in aggregate.

We shall provide Certificates of Insurance indicating the aforesaid coverage upon your request.

D) Computer Files.

This paragraph sets forth the terms and conditions relating to the provision by us of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter "Computer Files") in connection with the services provided by us to you. Geographic Data Layers and other data converted from your source documents are considered your property ("Raw Data").

1. You acknowledge that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with us. We retain all rights to the software, methodologies, and procedures utilized or developed by us in rendering our services for you. We license you to use the Computer Files in the manner set forth in the agreement, but we reserve any and all rights not expressly granted. The Computer Files may not be used by you for purposes beyond those set forth in the agreement, and we reserve the right to revoke the license if, in good faith, we deem that such use has or will occur.
2. To the extent the Computer Files include any trade secret or other confidential information of yours, we agree to keep such information confidential. We are otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for you, for our business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, we may also include your organization's status as our client in our marketing materials.
3. The Computer Files shall be used only by you or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for you to sublicense.
4. You acknowledge that certain Computer Files or parts thereof may be subject to third party licenses and thereby subject to use restrictions under those licenses. You agree that any act or omission by you in violation of the aforementioned licenses shall constitute a breach of the agreement. Except to the extent required by the use(s) expressly set forth in the agreement, you may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, you shall not make any copies of CD's and/or DVD's provided by us under the agreement as such creation or distribution of additional copies may violate certain third party licenses to which we are a party. In the event that your acts or omissions violate any third party license agreement to which

any Computer File or any part thereof is subject, you shall indemnify, defend and hold us harmless from and against any and all claims, demands, suits, causes of action, losses, damages costs and expenses, including but not limited to attorney's fees, brought against us for damages alleged or suffered as a result of such acts or omissions by you.

5. We shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by you or for problems arising out of the malfunction of your equipment or other software not supplied by us. You acknowledge that the Computer Files may include features limiting their operability beyond the scope of the license, and we shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. You acknowledge that we are not liable or responsible for information on the Computer Files that may become outdated with time.
6. The Computer Files may not identically conform to corresponding information provided in hard copy, and we do not warrant the accuracy of the information contained in the Computer Files.
7. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided "as is", and we disclaim all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
8. We shall not be liable to you for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if you have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

E) Portal Hosting and Maintenance.

We shall host and maintain of the above described portal for the term of this Agreement.

Our web data server environment includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. We will also maintain website usage statistics which can be viewed by your staff through an interface. Certain onsite hardware and software configurations may require additional third party software (not included in this Agreement). The update feature requires you to maintain a dedicated high speed Internet access. Services also include monitoring of our web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of our staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

F) Business Partner Resources.

1. Pictometry Web Visualization Offering Terms and Conditions

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated

metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1.1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- A. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- B. You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- C. You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- D. You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- E. You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- F. All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

1.2. TERMS OF ACCESS TO WVO SERVICES

- A. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY

DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

C. You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

1.3. DISCLAIMERS

A. The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

B. The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

C. All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

D. Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

E. While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

F. Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

G. Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.

H. Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

I. By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

1.4. LIMITED WARRANTY

A. Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

B. EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.5. LIMITATION OF LIABILITY

A. No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from

- (a) any errors in or omissions from the WVO Services or the WVO Licensed Content,
- (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content,
- (c) your or any other party's use of the WVO Services or the WVO Licensed Content,
- (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content,
- (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Service from a Covered Party,
- (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or
- (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

B. "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

C. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM

AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

D. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

E. Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

1.6. MISCELLANEOUS

A. The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be

effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

B. In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

C. All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.

D. The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

E. You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

F. INTENTIONALLY LEFT BLANK.

G. This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then

(a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and

(b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

H. Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any

WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

I. INTENTIONALLY LEFT BLANK.

J. This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

2. Value Payment Systems Terms and Conditions

Value Payment Systems is our default payment provider for all solutions. Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), American Express and virtually all debit cards including PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others) are allowed. The transaction fee schedule will be applied to transaction totals and paid by the end user. Additional payment methods may be added if mutually agreed upon by both of us. The fee schedule (subject to change by Value Payment Systems) that will be applied to the transactions fee is as follows:

ITEM	FEE	FREQUENCY
<u>Non-Tax Payments (e.g., Court Fees, Permits, Licenses, etc.)^[1]</u>		
Visa, MasterCard, Discover and American Express - credit cards	2.75%	Per transaction
Visa, MasterCard and Discover - debit cards	2.75%	Per transaction
<u>Property Tax Payments (Real Property Tax, etc.)^[2]</u>		
Visa, MasterCard, Discover and American Express – credit cards	2.75%	Per transaction
MasterCard and Discover - debit cards	2.75%	Per transaction
Visa - debit cards	\$3.95	Per transaction
<u>Utility Payments (e.g., Water, Sewer, Electric, etc.)</u>		
Visa, MasterCard, Discover and American Express - credit cards	TBD	Per transaction
Visa, MasterCard and Discover - debit cards	TBD	Per transaction

We are able to work with other payment providers. Integration with other payment providers is possible; and you will be responsible for the additional scope and fees associated with this integration.

[1] The minimum credit and debit card convenience fee for non-tax payments is \$1.95.

[2] The minimum credit card convenience fee for tax payments is \$3.95.



Request for Board Action

BOARD MEETING DATE:
February 2, 2016

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 merging the Emergency Management Department into the Sheriff Department and making revisions to the Emergency Management Director position description	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: As part of the RASP Team recommendations, they recommended that the Emergency Management Department be merged into the Sheriff Department. I request that the board proceed on that recommendation and the attached position description reflects that change.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Approved the RASP recommendations	

Budget Information

FUNDING: This is cost natural to the County.
--

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Emergency Management Director

Dept/Div: Sheriff/Sheriff

FLSA Status: Exempt

General Definition of Work

Performs difficult administrative work developing and updating the County's Emergency Operations Plan; represents the County at State and Regional conferences, develops mutual aid agreements, and related work as apparent or assigned. Work is performed under the general direction of the County Sheriff.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Prepares and oversees a comprehensive Emergency Management Plan for the County in coordination with county staff and in accordance with State and County Emergency Operations Plans.

Coordinates the County's response to emergency events and keeps stakeholders including County Commissioners, County Administration, County Sheriff, and other County staff updated during emergency events as appropriate.

Institutes training programs; prepare public information programs.

Conducts practice warning alerts and periodic emergency exercises.

Knowledge, Skills and Abilities

Thorough knowledge of Emergency Operating and Hazard Mitigation Plans; thorough knowledge of Mutual Aid Agreements; thorough skills operating standard office computer equipment and applicable hardware and software to include accounting software; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to compute rates, ratios and percentages; ability to understand and apply governmental accounting practices in maintenance of financial records; ability to establish and maintain working relationships with elected officials, associates and community members.

Education and Experience

High school diploma or GED and moderate experience, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work frequently standing, walking and sitting and occasionally requires speaking or hearing, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts and observing general surroundings and activities; work occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions and exposure to extreme cold (non-weather); work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Special Requirements

State Emergency Management Certificate suggested.

Annual workshops and exercises.

Valid driver's license in the State of Minnesota.

Last Revised: 1/29/2016

RESOLUTION

APPROVING MERGING THE EMERGENCY MANAGEMENT DEPARTMENT INTO THE SHERIFF DEPARTMENT AND MAKING REVISIONS TO THE EMERGENCY MANAGEMENT DIRECTOR POSITION DESCRIPTION

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the Swift County Board of Commissioner approves merging the Emergency Management Department into the Sheriff Department and making revisions to the Emergency Management Director position description.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 2nd day of February 2016.

Swift County Board of Commissioners

Peter Peterson, Chair

ATTEST:

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

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___



Request for Board Action

BOARD MEETING DATE:
February 2, 2016

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 MOU between AFSCME Local #2538 – Courthouse Unit and 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:
BACKGROUND/JUSTIFICATION: This MOU does two things. First is adds the Legal Assistant /Office Manager and the Technical Support Specialist positions to the Courthouse group contract. Second it allows for flexibility in working hours when it is mutually agreeable between he employer and employee.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? This MOU has been approved by the union.	

Budget Information

FUNDING: This MOU is cost natural to the County.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Reviewed by the County's labor attorney and found to be acceptable to form.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

MEMORANDUM OF UNDERSTANDING

**Between
Swift County
and
AFSCME Council 65, Local #2538, Swift County Courthouse Unit**

This Memorandum of Understanding (MOU) concerns the addition of new position in the unit and overtime language changes. This MOU is made and entered into this ____ day of _____, 2016; by and between Swift County (hereinafter "Employer") and AFSCME Council 65, Local #2538, Swift County Courthouse Unit (hereinafter "Union").

The Employer and the Union agree to the following amendments to the Master Agreement between the County of Swift and AFSCME Council 65, Local #2538, Swift County Courthouse Unit – January 1, 2014 to December 31, 2016 (hereinafter “Master Agreement”):

- “ARTICLE II. HOURS OF WORK – SECTION 2” revised in the MOU dated December 2, 2014 shall be deleted and replaced with the following:

For all employees except the Courthouse Custodian and the GIS Coordinator, all hours worked beyond eight (8) hours daily, or forty (40) hours weekly, and Saturdays, shall be overtime and figured at time and one-half (1 ½) rates. For the Courthouse Custodian, all hours worked beyond forty (40) hours weekly, and Saturdays, shall be overtime and figured at time and one-half (1 ½) rates. For all employees, all work performed on Sundays shall be paid at double (2x) time rates as cash overtime.

For all employees, the Employee and the Employer may mutually agree to perform work over 8 hours daily, on Saturdays, and on Sundays, at the employee’s regular rate of pay, as long as the employee does not work more than forty hours in the pay period. The decision to deviate working hour must be mutually agreed to by both the Employee and Employer and in no case is it grievable.

In lieu of overtime pay, an employee may take compensatory time off on the same basis as earned – one and one-half (1 ½) hours off for one (1) hour of overtime worked. An employee may also take one (1) hour off for one (1) hour of straight time worked.

The GIS Coordinator is an exempt position under the Fair Labors Standards Act and as such is not eligible for compensatory or overtime.

- On January 1, 2016, “Appendix A.1 – Classification” from the February 10, 2015 MOU is deleted and replaced with the attached revised “Appendix A.1 – Classification”.

This Memorandum of Understanding is effective once signed by the two parties and shall run through the end of the current 2014-2016 Master Agreement unless amended by mutual agreement of both parties.

For the Employer:

For the Union:

APPENDIX A.1 – CLASSIFICATION
Page 1 of 2

January 1, 2015 Wage Table		Hourly Rate										
Title	Grade	0	1	2	3	4	5	6	7	8	9	10
Custodian	6		13.65	14.06	14.47	14.92	15.36	15.83	16.29	16.78	17.29	17.81
Office Manager	8	14.87	15.33	15.79	16.27	16.76	17.26	17.78	18.31	18.86	19.42	20.01
Office Manager	8	14.87	15.33	15.79	16.27	16.76	17.26	17.78	18.31	18.86	19.42	20.01
Deputy Auditor	10		17.23	17.75	18.28	18.83	19.39	19.98	20.57	21.19	21.83	22.48
Property Technician	10		17.23	17.75	18.28	18.83	19.39	19.98	20.57	21.19	21.83	22.48
Chief Deputy Treasurer	10		17.23	17.75	18.28	18.83	19.39	19.98	20.57	21.19	21.83	22.48
Chief Deputy Land Records	10		17.23	17.75	18.28	18.83	19.39	19.98	20.57	21.19	21.83	22.48
Legal Assistant/Victim Witness Coordinator	11		18.26	18.81	19.37	19.96	20.55	21.18	21.81	22.46	23.14	23.83
Appraiser	11	17.71	18.26	18.81	19.37	19.96	20.55	21.18	21.81	22.46	23.14	23.83
Deputy Assessor	13		20.52	21.14	21.77	22.42	23.10	23.79	24.50	25.24	25.99	26.78
GIS Coordinator	16		24.44	25.18	25.93	26.70	27.51	28.34	29.19	30.06	30.96	31.89

APPENDIX A.1 – CLASSIFICATION

Page 2 of 2

January 1, 2016 Wage Table		Hourly Rate										
Title	Grade	0	1	2	3	4	5	6	7	8	9	10
Custodian	6		13.85	14.27	14.69	15.14	15.59	16.07	16.53	17.03	17.55	18.08
Office Manager	8	15.09	15.56	16.03	16.51	17.01	17.52	18.05	18.58	19.14	19.71	20.31
Office Manager	8	15.09	15.56	16.03	16.51	17.01	17.52	18.05	18.58	19.14	19.71	20.31
Legal Assistant /Office Manager	10		17.49	18.02	18.55	19.11	19.68	20.28	20.88	21.51	22.16	22.82
Deputy Auditor	10		17.49	18.02	18.55	19.11	19.68	20.28	20.88	21.51	22.16	22.82
Property Technician	10		17.49	18.02	18.55	19.11	19.68	20.28	20.88	21.51	22.16	22.82
Chief Deputy Treasurer	10		17.49	18.02	18.55	19.11	19.68	20.28	20.88	21.51	22.16	22.82
Chief Deputy Land Records	10		17.49	18.02	18.55	19.11	19.68	20.28	20.88	21.51	22.16	22.82
Legal Assistant/Victim Witness Coordinator	11		18.53	19.09	19.66	20.26	20.86	21.50	22.14	22.80	23.49	24.19
Appraiser	11	17.97	18.53	19.09	19.66	20.26	20.86	21.50	22.14	22.80	23.49	24.19
Technical Support Specialist	12		19.65	20.25	20.84	21.48	22.12	22.78	23.47	24.17	24.89	25.64
Deputy Assessor	13		20.83	21.46	22.10	22.76	23.45	24.15	24.87	25.62	26.38	27.18
GIS Coordinator	16		24.81	25.56	26.32	27.10	27.92	28.77	29.63	30.51	31.42	32.37

RESOLUTION

APPROVING A MOU WITH AFSCME LOCAL #2538 – COURTHOUSE UNIT

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the MOU between Swift County and AFSCME Local #2538 – Courthouse Unit dated February 2, 2016 and on file in the office of the Clerk of the Board is approved and the Board Chair and Clerk of the Board are hereby authorized to sign the same on behalf of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 2nd day of February 2016.

Swift County Board of Commissioners

Peter Peterson, Chair

ATTEST:

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

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___