

Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 1, 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 October 18 Regular Meeting
	3	(2) Minutes from the October 18 Closed Session
	4-6	(3) Consider approving Health Insurance Premiums, County Contributions, and COBRA Rates Effective January 1, 2017
	7-8	(4) Consider quit claiming the house at 212 15 th Street North, Benson to the HRA
	9-10	(5) Consider approving reallocation of budget amounts within the Land Records department
	11-12	(6) Consider approving the Countryside Public Health Annual Contract
	13-33	(7) Consider approving changes to the Minnesota Counties Computer Cooperative (MnCCC) Bylaws and approve and sign the Amended and Restated Joint Powers Agreement
	34-43	(8) Consider approval of Geo-Comm Agreement for Maintenance Services and Software Support Services
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Catie Lee, CSSA Director
	44-51	Consider approval of the Civil Rights Assurance Agreement for the SNAP Program
9:10 a.m.		Scott Collins, Environmental Services Director
	52-55	Consider approving the Waste Management Industrial Waste Services & Disposal Agreement November 1, 2016 to October 31, 2021
9:15 a.m.		Mary Amundson, Land Records Director and Kim Saterbak, County Auditor
	56-57	Consider approval of commitment of \$37,850 to the Tech Fund
9:20 a.m.		Andrew Sander, Highway Engineer
	58-64	Consider approval of the Five Year Highway Construction Plan for 2017 – 2021
	65-91	Consider approval of amendment of Trail Agreement along CR 51 between Marsh Lake and the City of Appleton
	92	Discussion of MnDOT TH 29 project past the Courthouse
9:40 a.m.		Commissioner and Board reports
9:55 a.m.		County Administrator Report
10:00 a.m.		Citizens Comments
10:00 a.m.		Janice Fransen, Interim County Administrator

- 93-96 Consider changes to AMC delegate appointments
- 97-98 Consider approving Pat Langan for appointment to the SCBHS Board of Directors to fill the vacancy created by the resignation of Mike Pogge-Weaver

Other Business

- 99-138 Consider approving 2017-2019 Labor Agreement between Law Enforcement Labor Services Local No. 10 and Swift County

11:00 a.m.

Adjournment

SWIFT COUNTY BOARD MINUTES

October 18, 2016

Chairman Peter Peterson called the meeting to order at 11:00 AM with all present. Also in attendance were County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, County Auditor Kim Saterbak, Sheriff John Holtz, and Jan Franssen.

Chairman Peter Peterson asked if there were any changes to the agenda. There were none.

10-18-16-01 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the agenda as presented. Motion carried unanimously.

10-18-16-02 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the October 4, 2016 Regular Meeting, (2) Minutes from the October 4, 2016 Closed Session, (3) Approval of the purchase of Microsoft Office Standard licenses with Software Assurance, and (4) Approval of the appointment of a Custodian. Motion carried unanimously.

10-18-16-03 Commissioner Rudningen moved and Commissioner Fox seconded to approve the Commissioner warrants with the noted addition as follows: Revenue: \$87,743.14; Solid Waste: \$36,087.87; Road and Bridge: \$244,716.16; Human Services: \$457.64; County Ditches: \$4,267.41; and County Health Insurance: \$436.00 which includes the following bills over \$2,000: Ascheman Oil, \$3,506.45; Bituminous Paving Inc., \$10,964.60; Comm of MMB, Treas Div, \$2,563.50; Duininck, Inc., \$137,806.41; Goff Masonry & Concrete Construction Inc., \$5,464.00; Kandiyohi County Sheriff's Dept., \$6,792.25; Midwest Boiler Repair Inc., \$4,800.00; MN Dept of Employment & Economic Dev, \$3,392.00; Northside Automotive Supply, \$6,571.87; Pflipsen Trucking LLC, \$14,474.98; Riley Brothers Companies, \$47,967.08; Soil Conservation Office, \$12,500.00; Swift County DAC, \$2,094.77; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$17,750.00; Traffic Marking Service, Inc., \$28,584.71; Waste Management of Northern Minnesota, \$11,070.15; and Ziegler, Inc., \$2,840.40. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Pete Peterson reported on the meeting with 6W Corrections and Countryside Public Health. Commissioner Fox reported on Pomme de Terre Watershed, Well-Being Committee, and Woodland Centers. Commissioner Edward Pederson reported on Extension and Soil & Water Conservation District. Commissioner Rudningen reported on negotiations and Prairie Lakes Youth. Commissioner Hendrickx reported on negotiations, 6W Corrections, and AMC.

Administrator Pogge-Weaver reported on negotiations, Insurance Committee, and County Program Aid.

Chairman Peterson asked for citizen's comments. There were none.

SCBH CEO Kurt Waldbillig and SCBH CFO Dan Enderson updated the board on USDA funding for the hospital and assisted living projects.

Administrator Pogge-Weaver recommended for approval a revised position description for the County Attorney.

10-18-16-04 Commissioner Fox moved and Commissioner Rudningen seconded to approve the revised description. Motion carried 4-1 with Commissioner E. Pederson opposing.

HRA Director Vicki Syverson brought up for discussion the County owned property at 212 15th St N in Benson.

10-18-16-05 Commissioner Fox moved and Commissioner Rudningen seconded to move to closed session to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03). Motion carried unanimously.

The regular meeting recessed to closed session at 11:52 PM.

The regular meeting reconvened at 12:09 PM.

10-18-16-06 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 12:10 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
October 18, 2016

Date convened: Tuesday, October 18, 2016

Time Convened: 11:52 AM

Time adjourned: 12:09 PM

Members Present: Commissioners Fox, Hendrickx, Edward Pederson, Peter Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver and Jan Fransen

Purpose: To consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)

Chairman Peter Peterson called the executive session to order at 11:52 AM with all members present as well as County Administrator Mike Pogge-Weaver and Jan Fransen. The Board discussed labor negotiation strategies.

The board took no actions at the meeting.

10-18-16-1-ExS Commissioner Rudningen moved and Commissioner E. Pederson seconded to adjourn. Motion carried.

Executive Session adjourned at 12:09 PM

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Jan Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Health Insurance Premiums, County Contributions, and COBRA Rates Effective January 1, 2017	
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 board is required to adopt a resolution setting Health Insurance Premiums and County Contributions. For 2017, the County's health insurance committee has proposed no change in the rates. As a self-funded health insurance plan, the County is also required to set COBRA health insurance premium rates. The attached resolution sets the COBRA health insurance premium rates based on the plan's utilization cost, the fixed costs of the plan, and up to a 2% administration fee in order to meet the requirement of the US Department of Labor. Staff worked with our insurance advisors (Marsh & McLennan) in setting these COBRA rates.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Background previously presented to the Board in October 20, 2015 and August 2, 2016.

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**RESOLUTION
 APPROVING HEALTH INSURANCE PREMIUMS AND COUNTY CONTRIBUTIONS
 EFFECTIVE JANUARY 1, 2017**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, as a self-funded health insurance plan, the County is required to set a COBRA health insurance premium that is based on the plan’s utilization, the fixed costs of the plan charged to all plan participants, and up to a 2% administration fee, and

WHEREAS, staff has worked with our insurance advisors to developed a COBRA rate that meets the requirements of the US Department of Labor.

BE IT RESOLVED, by the Swift County Board of Commissioners that the monthly COBRA premiums for the County’s group health insurance effective January 1, 2017, are approved:

<u>Health Insurance Plan</u>	<u>Individual</u>	<u>Dependent</u>
\$500 – 80% Plan	\$643.80	\$1,679.48
\$2,250 VEBA Plan	\$598.31	\$1,543.95
\$2,600 HSA Plan	\$552.05	\$1,406.11

BE IT FURTHER RESOLVED, by the Swift County Board of Commissioners that the monthly premiums for the County’s group health insurance scheduled to become effective January 1, 2017, as listed below and subject to final rates from the third party administrator, are approved:

<u>Health Insurance Plan</u>	<u>Individual</u>	<u>Dependent</u>
\$500 – 80% Plan	\$779.50	\$2,061.50
\$2,250 VEBA Plan	\$692.50	\$1,830.00
\$2,600 HSA Plan	\$621.00	\$1,621.50

BE IT FURTHER RESOLVED, that effective January 1, 2017, employees shall contribute the following toward the County’s group health insurance premiums:

<u>Health Insurance Plan</u>	<u>Individual</u>	<u>Dependent</u>
\$500 – 80% Plan	\$79.25	\$526.00
\$2,250 VEBA Plan	\$35.75	\$449.50
\$2,600 HSA Plan	\$0.00	\$241.50

The above contributions shall be pro-rated, in accordance with the appropriate labor contracts and employment agreement, for those benefits eligible employees that receive pro-rated benefits. The \$2,600 HSA Plan (also known as the Minimum Value Plan) will only be offered in 2017 and beyond if it is found to be beneficial by the County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 1st day of November 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

Amanda Ness, Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: HRA	REQUESTOR: Vicki Syverson	REQUESTOR PHONE: 320-843-4676
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider quit claiming the house at 212 15 th Street North, Benson to the HRA. The HRA will take over management, repairs, and expenses involved with owning the house.	
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 house has been sitting vacant. The housing study indicates a shortage of rental housing throughout Swift County. The HRA would like to get the repairs done as soon as possible to prevent possible damage to the house and get it leased out. If the WOLD staff determines that it has value as temporary office space we will look at making the necessary repairs. We would work with the County Attorney for getting the garage separated on the legal description.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen -Interim
RECOMMENDATIONS: Not submitted	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

RESOLUTION

APPROVE QUIT CLAIMING HOUSE TO SWIFT COUNTY HRA

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the quit claiming of the house located at 212 15th Street North, Benson, MN, owned by Swift County, to the Swift County Housing and Redevelopment Authority is approved and the Board Chairman 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 1st day of November 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

P. Pederson ___



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Mary Amundson/Kim Saterbak	REQUESTOR PHONE: 320-843-3377
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve to reallocation budget amounts within the Land Records department	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken on changes to the approved budget
BACKGROUND/JUSTIFICATION: Land Records is requesting that we split the amount previously budgeted in the Computer Service Tech Fund between the Tech Fund Expense and GIS Tech Expense accounts. This will reflect and match budget to the accounts that the actual expenses have been coded in 2016.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Did not review	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

Budget Change Request Form

Requestor Information

Department: Land Records Date: November 1, 2016

Dept Head: Mary Amundson

Reallocation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Added</u>	<u>Amount Deducted</u>
<u>01-100-000-0000-6276</u>	<u>Computer Support Tech Fund</u>	<u></u>	<u>\$ 120,100</u>
<u>01-100-000-0000-6849</u>	<u>Tech Fund Expenses</u>	<u>\$ 58,900</u>	<u></u>
<u>01-100-150-0000-6849</u>	<u>GIS Tech Expenses</u>	<u>\$ 61,200</u>	<u></u>

Reason for change request: Match coding used for the actual expenses in 2016.

Additional Appropriation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Requested</u>
<u></u>	<u></u>	<u></u>

Reason for additional appropriation:

Board Action Taken

Approved Denied Date:

Attach any additional information desired to support/clarify your request



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

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: Consider approving the Countryside Public Health Annual Contract	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to sign a legal agreement
BACKGROUND/JUSTIFICATION: We contract with Countryside Public Health on an annual basis. This contract will cover from January 1, 2017 until December 31, 2017. We contract with Countryside public to conduct compliance checks on the tobacco retailers in Swift County. These mandatory compliance checks are conducted in order to ensure that County retail establishments are not selling tobacco products to minors. The fee charged by Countryside Public Health has remained the same as last year – one hundred twenty-five dollars (\$125) per retail establishment. We have developed a good working relationship with Countryside Public Health and have been pleased with their work.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Review is in process	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Board Action

Motions ___ P Peterson ___ J Fox ___ G Hendrickx ___ E Pederson ___ E Rudningen	
Action	Vote

AGREEMENT

THIS AGREEMENT is effective **January 1, 2017** between **County of Swift**, hereinafter called County, and Countryside Public Health, hereinafter called Countryside.

WITNESSETH:

WHEREAS, County has a youth anti-tobacco ordinance which requires yearly, mandatory compliance checks of tobacco retailers in County, and

WHEREAS, these mandatory compliance checks are to be conducted in order to ensure that County retail establishments are not selling tobacco products to minors, and

WHEREAS, Countryside is in the business of providing compliance check services to Counties,

NOW, THEREFORE, In consideration thereof, the parties hereto agree as follows:

1. County agrees to retain Countryside for the purpose of assisting the County Sheriff's Office with compliance checks.
2. Countryside will conduct compliance checks and administer all services necessary to successfully implement the compliance checks program including but not limited to: i) recruitment and training of youth compliance checkers, and ii) follow-up activities surrounding the compliance checks. County will pay Countryside One Hundred and twenty-five dollars (\$125.00) per retail establishment licensed to sell tobacco products in the County. This One Hundred and twenty-five dollars (\$125.00) payment will cover an unlimited number of compliance checks in a licensed retail establishment, but a compliance check must be completed at least once yearly for each licensed retail establishment in the County. The One Hundred and twenty-five dollars (\$125.00) payment for each retail establishment will come due after completion of at least one compliance check in a respective establishment and under no circumstance shall County be required to pay Countryside prior to any services rendered. If a retail establishment has been issued a license for less than a full year's term, Countryside shall charge County a prorated fee.
3. Countryside agrees to itemize all bills for services sent to County.
4. This agreement shall be effective through **December 31, 2017**.

IN WITNESS WHEREOF. The parties have executed this agreement the day and year first above written.

Authorizing Representative



Elizabeth Auch, Administrator/DON
Countryside Public Health



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

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: Approve changes to the Minnesota Counties Computer Cooperative (MnCCC) Bylaws and approve and sign the Amended and Restated Joint Powers Agreement.	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Board approval on contracts is required.
BACKGROUND/JUSTIFICATION: Established in 1978, Minnesota Counties Computer Cooperative (MnCCC) works with all Minnesota Counties as a joint powers organization facilitating services and training, providing software and other cost-effective measures to substantially reduce technology costs for counties, cities, and agencies. MnCCC has amended and restated their joint powers agreement. They also updated the Minnesota Counties Computer Cooperative Bylaws – both are attached. The largest benefit of this software in Swift County is primarily in the area of financial reporting. I'm also attaching a memorandum detailing the changes made to the Joint Powers Agreement and Bylaws.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Review is in process	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

M E M O R A N D U M

TO: MnCCC Membership

FROM: Lisa Christine Meredith, Executive Director
651-917-6996, lisa@mncce.org

DATE: July 18, 2016

SUBJECT: New JPA and Bylaws

At our 2016 Annual Membership Meeting, the membership approved new Bylaws and a new Joint Powers Agreement. Copies of both are attached. The MnCCC Board has also approved the attached "When A Contract Ratification is Required and Why..." document which has led to several of our user groups updating their User Group Rules and Regulations.

Joint Powers changes include the following:

- updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative,
- changing the requirement to change the Joint Powers Agreement from a majority vote to a two-thirds vote,
- removal of the language for electronic or mailed ballots, and
- the language regarding failure to pay has been modified to match that language that is included in the bylaws and on our invoices.

Bylaws changes include the following:

- updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative,
- removal of the special language for ISSG, which is now included with the other user groups in the bylaws language,
- additional language that allows a Past Chair to serve a second term in the event that a Chair is unable to serve as Past Chair in the officer rotation,
- removal of the language for electronic or mailed ballots, and
- added statement noting we use a modified accrual basis for accounting.

Please have the Joint Powers Agreement approved by your Board, signed by your Board Chair, and returned to MnCCC. Return via email to lisa@mncce.org or via usps to MnCCC, 100 Empire Drive Suite 201, Saint Paul, MN 55103.

If you have any questions or would like additional information, please feel free to contact me.

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 8th day of June, 2016, by and between the Minnesota Counties Computer Cooperative (“MnCCC”) and Swift County (“Member”), to amend, restate and redefine the operation of MnCCC, and the rights, benefits, obligations and liabilities of MnCCC members.

WITNESSETH:

WHEREAS, MnCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

Article I: Purpose

Member and the other members of MnCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MnCCC members and licensees, that can be registered and owned by MnCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MnCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MnCCC software programs and related information systems;
- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MnCCC members and eligible licensees;

- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MnCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MnCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MnCCC;
- H. Organize and conduct annual regional and MnCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MnCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MnCCC members and eligible software licensees.

Article II: Name

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the "MnCCC".

Article III: Membership

Membership in the MnCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MnCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MnCCC and to provide for the benefit of its members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended ("Bylaws"), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services

for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MnCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MnCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MnCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member's confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MnCCC Board or the Executive Director; and that all MnCCC or third party licensor software or other property (including copies thereof) will be removed from such Member's computer system and returned to MnCCC (or destroyed, if so requested by MnCCC), promptly following such Member's withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MnCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

Article IV: Board of Directors

There is hereby created a Board of Directors of the MnCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MnCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MnCCC and to do all things necessary or convenient for the furtherance of the purposes of the MnCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MnCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MnCCC, except:(a) as may be limited or otherwise modified from time to time by any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MnCCC annual budget, which shall each be the exclusive province of the Voting Members. The MnCCC Board

shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

Article V: User Groups

The Board shall be empowered to create, manage, modify, or terminate MnCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

Article VI: Bylaws and Operating Policies and Procedures

MnCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MnCCC. The Voting Members, by resolution of the affirmative two-thirds vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MnCCC, consistent with this Agreement and the Bylaws.

Article VII: Financial Matters/Limitation of Liability

MnCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MnCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MnCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all MnCCC members. Each User Group shall be responsible for determining and providing amounts to MnCCC’s Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year’s participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MnCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MnCCC invoices, and to pay or reimburse MnCCC for its reasonable attorney’s fees or other costs

incurred in enforcement of this Agreement (collectively, "Costs"). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MnCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MnCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MnCCC, to operate and maintain the MnCCC or to carry out other purposes of the MnCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MnCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MnCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity", and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MnCCC, or of any other MnCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MnCCC member(s) and except as provided in Article IX.B. of this Agreement.

Article VIII: Withdrawal of Member

Member or any other MnCCC members may only withdraw from this Agreement, or any MnCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MnCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MnCCC's Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member's participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member's delivery of the termination notice specified in the

prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MnCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MnCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MnCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MnCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MnCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MnCCC membership.

Article IX: Insurance

From time to time, MnCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MnCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MnCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MnCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MnCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MnCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

Article X: Term of Agreement/Termination of All Member Agreements

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MnCCC members;
- B. Suspended or superseded by a subsequent agreement between all MnCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;

- C. Dissolution of MnCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MnCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MnCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MnCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

Article XI: Term of Agreement/Termination of Member's Agreement

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MnCCC and Member; or
- B. Terminated by MnCCC following delivery of any exclusion notice issued by MnCCC to Member under [Article VI] of the then-current MnCCC Bylaws, or otherwise in any manner provided for therein.

Article XII: Post Termination Use of MnCCC Software

Termination under Article X or Article XI will also terminate Member's rights and license to use MnCCC software or related services, except with MnCCC's express prior written consent. MnCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MnCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MnCCC, acknowledging that such software is being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MnCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

Article XIII: Entire Agreement; Amendments

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties' entire agreement and understanding regarding the organization and general operation of the MnCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, the Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the

Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

Article XIV: Remedies

Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Article XV: Governing Law/Jurisdiction and Venue

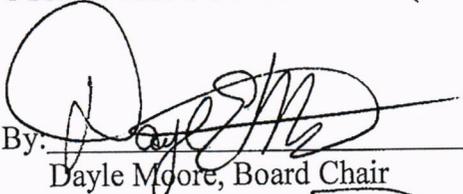
This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MnCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned Member and MnCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

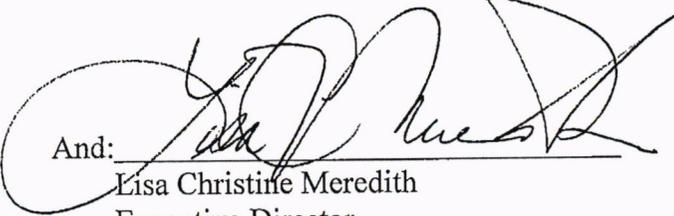
_____ (MEMBER)

MINNESOTA COUNTIES
COMPUTER COOPERATIVE (MnCCC)

By: _____

By: 
Dayle Moore, Board Chair

Name: _____
Board Chair

And: 
Lisa Christine Meredith
Executive Director

**MINNESOTA COUNTIES
COMPUTER COOPERATIVE**

BYLAWS

As adopted March 2, 1978
As amended November 30, 1978
As amended June 8, 1979
As amended June 11, 1982
As amended September 9, 1983
As amended June 8, 1984
As amended October 4, 1984
As amended June 13, 1986
As amended June 12, 1987
As amended November 15, 1988
As amended June 9, 1989
As amended June 8, 1990
As amended June 14, 1991
As amended June 12, 1992
As amended June 6, 2002
As amended June 9, 2004
As amended June 8, 2005
As amended June 6, 2007
As amended June 4, 2008
As amended June 4, 2014
As amended June 8, 2016

**MINNESOTA COUNTIES
COMPUTER COOPERATIVE**

AMENDED AND RESTATED BYLAWS

June 8, 2016

ARTICLE I: PURPOSE

Section 1. The purpose of the Minnesota Counties Computer Cooperative (“MnCCC”) is to jointly and cooperatively provide for the establishment, operation, and maintenance of data processing systems, facilities, training services, managed professional services and management information systems for the use and benefit of the parties, as well as the commercialization of its proprietary software for licensed use by third parties.

ARTICLE II: POWERS

Section 1. The Minnesota Counties Computer Cooperative shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization as set forth in the Amended and Restated Joint Powers Agreement of even date.

ARTICLE III: DEFINITIONS

Section 1. "Board" shall mean the MnCCC’s Board of Directors, to be organized and operated as provided herein.

Section 2. "Charges" shall mean any and each of: (a) annual Dues or other periodic charges billed to a Member and/or Licensee for services provided or to be provided to that party as a result of membership in a User Group; (b) such other charges billed to a Member and/or Licensee for goods or services specifically requested by such participant; and (c) an equitable share of the cost of the MnCCC's Annual Meeting.

Section 3. "Dues" shall mean each Member's and/or Licensee’s annual payment to MnCCC, consisting of an equitable share (as determined by the Board) of the annual budget approved by the Board at the Annual Meeting.

Section 4. “ISSG” shall mean the Information Services Support Group, comprised of Member or Licensee information technology/data processing professional employees who meet to provide technical assistance to the MnCCC staff and User Groups: coordinate MnCCC information systems training; and evaluate and advise on software, hardware, documentation, education and managed professional services.

Section 5. "Joint Powers Agreement" shall mean the Amended and Restated Joint Powers Agreement, as adopted by each eligible Member as provided in Minnesota Statutes 471.59, and as may be amended from time to time.

Section 6. "Licensee" shall mean any other governmental subdivision, agency, group, or any non-governmental entity or group that is not eligible to be a Member, including, without limitation, an agency of a non-county governmental entity, or a nonprofit corporation, or a trade association, or such other eligible participant that may be authorized from time to time by the Board to participate in one or more User Groups, and that has entered into a Licensee Agreement with the MnCCC.

Section 7. "Licensee Agreement" shall mean an agreement defining the rights, responsibilities and obligations between MnCCC and a Licensee that wishes to participate in MnCCC programs for the purpose of licensing MnCCC software, acquiring managed professional services, and participating in one or more User Groups and/or the ISSG.

Section 8. "Member" shall mean a Minnesota county or other Minnesota governmental subdivision that is eligible to enter into a joint powers agreement under Minnesota Statute § 471.59, and that has ratified and executed the Joint Powers Agreement and has paid those membership Dues and other Charges established by the MnCCC from time to time.

Section 9. "Non-Voting Member" shall mean a Minnesota-based Member county or other Minnesota governmental subdivision that participates in only one or two User Groups. Non-Voting Members shall be entitled to receive notice of and attend all Member meetings, but shall not vote, or be counted for determining a quorum for voting purposes at Membership Meetings.

Section 10. "User Group" shall mean a group of Members and/or Licensees who use common software application(s) and who meet regularly to provide direction to the Board regarding selection of vendors for software development, maintenance, marketing, training, modifications, and enhancements for such software applications and services. For purposes of User Group voting, each Member or Licensee shall be counted as a single user, regardless of the number of internal licensed seats, authorized users, etc. held by such Member or Licensee.

Section 11. "Voter(s)" are those full time or part time employee representatives of Voting Members that attend Member or User Group meetings and that vote on behalf of such Voting Member. Each Voting Member may, at its option, and from time to time, rank and prioritize the Voter participation for any meeting or other Voting Member resolution by delivering written notice thereof to the Executive Director, which ranking shall control for all purposes until revoked or replaced. In the absence of such ranking, any employee(s) of such Voting Member in attendance at a meeting shall determine internally how such ballots shall be cast, and who is entitled and authorized to deliver any Voting Member's ballot card distributed at a Member meeting. For ballots, all Voter ballots will be tabulated, and the majority number of Voter votes of eligible employees shall determine the vote of such Voting Member, with any ties counted as a "no" vote, unless and to the extent such Voting Member has ranked and prioritized its Voters. In such event, the then-current ranking shall be followed in determining who is entitled to vote on behalf of such Voting Member.

Section 12. “Voting Member” shall mean a Member county or other governmental entity located within Minnesota that participates in at least three User Groups, or at least two User Groups and the ISSG.

ARTICLE IV: MnCCC OFFICE

Section 1. The principal office of the MnCCC shall be at a location determined from time to time by the Board.

ARTICLE V: RULES AND REGULATIONS

Section 1. From time to time, the Board may adopt Rules and Regulations to govern the business and operation of all User Groups regarding membership fees, Charges for software applications, managed services agreements and/or other jointly authorized projects that the group is concerned with, and any other group-related matters not specifically addressed by Articles I through XIII of these Bylaws. Such Rules and Regulations shall be considered supplementary to the Bylaws, and cannot conflict with or be inconsistent with these Bylaws, and may at any time be modified, replaced or repealed by majority vote at any meeting of the Board at which a quorum is present, or by affirmative vote of a majority of written or electronic ballots cast, with the total number of ballots so cast being at least equal to the number as would be sufficient to constitute a quorum for a Board meeting.

Section 2. The Board shall also adopt, maintain and from time to time, update a set of core contract principles and minimum standards that must be included within any software or service agreements (e.g. development, enhancement, licenses, maintenance, support or other service agreements) or other MnCCC contracts. Any deviation from such core principals or minimum standards by any User Group will require the Board’s prior written consent.

ARTICLE VI: MEMBERSHIP RIGHTS

Section 1. (a) Voting Members shall be the only Members entitled to vote on Member resolutions, and each Voting Member shall be entitled to cast one (1) vote for each Member resolution, as well as one (1) vote in each User Group for purposes of managing the application(s) and conducting other business therein, with all voting to be conducted by the Voting Member’s Voter(s), subject to any then-current ranking and prioritization of record with the MnCCC’s Executive Director.

(b) Each Non-Voting Member is also entitled to participate in and cast one (1) vote in each User Group it belongs to, but shall have no vote on any Member resolution. Its User Group votes shall be cast by the then-current designated User Group representative, if one has been appointed by the Non-Voting Member by giving written notice to the Executive Director, or by those full or part time employees of such Non-Voting Member in attendance at any User Group meeting, or exercising the right, in the absence of any designated representative, to cast an electronic or mailed ballot. In the absence of any designated representative, votes of a Non-Voting Member shall be

counted as cast by the majority of its employees attending such User Group meeting or participating in any electronic or mailed User Group ballot, with any ties counted as a “no” vote. Non-Voting Members shall also have the right to receive notices of and are entitled to attend any Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

(c) Each Licensee shall have the right to receive notice of and attend each User Group or Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

Section 2. (a) A joint powers entity, either as a Member or Licensee, may serve as the representation and fiscal agent for entities belonging to it, but each individual member of such joint powers entity that is not and never has been a Member or Licensee of the MnCCC is liable for and must pay the Dues, One-Time Fee and all other then-current applicable Charges set by the Board, in order to use software and otherwise participate in MnCCC through a joint powers entity.

(b) For each User Group in which it uses MnCCC software or otherwise participates, each Non-Voting Member and Licensee shall pay the then-current annual User Group Dues set by the Board, which Dues shall not exceed the amount of then-current Member Dues set by the Board.

Section 3. A Member or Licensee shall cease to qualify for further use of MnCCC software applications and other participation, and will be excluded and terminated therefrom when it fails to comply with the provisions of the Joint Powers Agreement, a Licensee Agreement, these Bylaws, or such Rules and Regulations as may be issued from time to time by the Board. An essential and material condition of participation is also the timely payment of all One-Time Fees, Dues, Charges, Costs (as defined in the Joint Powers Agreement) or other assessments made by the MnCCC from time to time. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final, binding and non-appealable.

Section 4. Any Member or Licensee that ceases to qualify for participation in the MnCCC shall remain liable for its full share of any Dues, Charges or other costs accrued prior to its termination of participation, payable as and when due, or otherwise as designated by the Board, together with any attorney’s fees or other costs incurred in collecting past due amounts, enforcing these Bylaws, the Joint Powers Agreement, any Licensee Agreement, or other agreement or obligation between MnCCC and a Member or Licensee. In lieu of continued payments by such terminated Member or Licensee, the Board reserves the right to assess a lump sum termination payment against such Member or Licensee, to be computed by subtracting the stated value (or such value as may be determined in good faith by the Board) of any accrued, but unpaid Member joint ownership share, if applicable, of MnCCC software applications or other assets co-owned and developed by such Member, from such Member’s remaining aggregate future payments due for all Dues, Charges and other amounts owed, and then reducing such sum to present value (using the then-current Wells Fargo Bank NA prime lending rate). Terminated Members shall in no event be entitled to any refund or other credit if the amount due after present value calculations is negative. Except as may be available by application and in the manner expressly identified in the Joint Powers Agreement or Licensee Agreement for software, or as otherwise may be granted by the Board from time to time and in its sole discretion, no such Member shall retain any ownership, and no such

Member or any terminated Licensee shall retain any usage rights or other interest in any MnCCC software, assets, properties or revenues following termination as specified herein.

ARTICLE VII: MEMBER VOTING

Section 1. Each Voting Member shall be entitled from time to time to designate or rank and prioritize those Voters entitled to vote on such Voting Member's behalf, for any Member resolution, whether at a Member meeting, or by electronic or mailed ballot, in the manner identified in Article I, Section 11.

Section 2. At each annual Member meeting, as called and noticed by the Board and to be held in the manner provided in Article XI, the Voting Members shall elect the officer(s) and other Board representative designated in Article VIII. Voting Members shall also be entitled to vote at any special meetings called by the Board.

Section 3. The Voting Members, to the exclusion of the Board, shall have the sole and exclusive rights to authorize: (a) amendment of the Joint Powers Agreement or the Bylaws; (b) adoption of the MnCCC budget; or (c) changes to the MnCCC staff.

Section 4. Special meetings of the Voting Members may be called at any time by the Board, or upon the written request of at least 25% of Voting Members. Upon receipt of such request, the Chair shall give notice of the meeting, setting forth the time and purpose thereof, and to be held as soon as practicable, but in all cases within 60 days of receipt of such request. Business at any special meeting shall be limited to the purpose(s) stated in the meeting notice, and any Member may attend, regardless of voting status.

Section 5. The presence of at least fifty percent (50%) of all Voting Members shall constitute a quorum to transmit business at any meeting thereof.

Section 6. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 7. Any action that may be taken at a meeting by Voting Members may be taken without a meeting by written action, evidenced by the affirmative majority of electronic or mailed ballots cast by at least the number of Voting Members that would constitute a quorum for meeting purposes.

ARTICLE VIII: BOARD OF DIRECTORS

Section 1. At each Annual Meeting, commencing with the Annual Meeting at which the Voting Members approve the amendment and restatement of these Bylaws, the Voting Members shall elect the office of Treasurer, together with any other office occupied in the immediately preceding term by any person filling an office vacancy by appointment, and who had not been elected as an officer within the preceding two years by majority vote of the Voting Members. Subject at all times to the preceding rule requiring all officers to be elected by the Voting Members, at the next Annual Meeting, and at each Annual Meeting thereafter the Board shall appoint the then-current Vice Chairperson as new Chairperson, the then-current Treasurer as new Vice Chairperson, and the Voting Members shall elect new Treasurer. New officers shall take office at the adjournment of the Annual Meeting in the year in which they are elected.

Section 2. In addition to the officer(s) elected by the Voting Members as set forth in Section 1 above, there shall be elected four (4) Regional Representatives of the Board, who shall serve from four (4) geographic regions as may be designated from time to time by the Board. Each Regional Representative shall be elected by the Voting Members of such region, and shall each serve for a term of two (2) years following election. The Regional Representatives of Regions I and III shall be elected in even-numbered years; the Regional Representatives of Regions II and IV shall be elected in odd-numbered years, with all such elections conducted at the designated annual regional meetings.

Section 3. Following the approval of these Amended and Restated Bylaws at the 2016 Annual Meeting, and at each Annual Meeting held in even years thereafter, the Voting Members shall also elect an at-large Board member, who shall be an information technology professional employee and then-current ISSG member.

Section 4. The Board shall consist of the then-current Board officers, the four (4) Regional Representatives, the ISSG at-large Board member, and the immediate past Chairperson, who shall each have one vote on all Board matters.

Section 5. A vacancy in the Board shall immediately occur in the office of any officer or other director upon his/her resignation, retirement or death, or upon otherwise ceasing to be a qualified full or part-time employee of a Voting Member.

Upon any vacancy occurring in any office with less than six months remaining in the then-current term, the Board shall appoint a successor, to serve out the remainder of the then-current term, with a new election for each such vacated office to be held at the next Annual Meeting.

Upon any such vacancy occurring in any office with at least six months remaining in the then-current term, it shall be filled by a special election of the Voting Members, after giving effect to the normal progression of remaining officers from Treasurer to Vice Chair, and Vice Chair to Chair, with the special election to fill each office for the balance of the then-current term, and with such

officers so elected subject to normal progression rules as identified in Section 1 above for succeeding terms.

Upon vacancy of the Past Chair, the immediate former Past Chair will be requested to serve an additional term as Past Chair. In the event, the immediate Past Chair is unable or unwilling to serve an additional term, the Vice Chair will move to the position of Past Chair, Treasurer to Chair and both Treasurer and Vice Chair positions will be filled will a special election or at the Annual Meeting.

Upon vacancy occurring among the Regional Representatives, the Region shall fill such position for the balance of the then-current term, and pursuant to Article VIII, Section 2.

Section 6. The presence of a majority of the members of the Board shall constitute a quorum at any meeting thereof, but the members present at any meeting, although less than a quorum, may adjourn the meeting from time to time. At all meetings of the Board, each director shall be entitled to cast one vote on any question coming before the meeting. A majority vote of the directors in attendance at any meeting at which there is a quorum shall be sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board. For purposes of determining whether a director has met his or her fiduciary duties as a director, but for no other purpose, a director who is present at a meeting of the Board when an action is approved by the Board is presumed to have assented to the action, unless the director votes against the action or is prohibited from voting on the action.

Section 7. The Chairperson shall preside at all meetings of the Board, and shall also serve as MnCCC's principal spokesperson.

Section 8. The Vice Chairperson shall act as the Chairperson by written direction of the Chairperson, and/or in the absence of the Chairperson at any meeting that the Chairperson cannot attend.

Section 9. The Treasurer shall be responsible for keeping a record of all the proceedings of the Board, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated him/her by the Board.

Section 10. The Board may appoint a recording secretary, who, if appointed, shall assist the Treasurer in making a written record of all MnCCC meetings, and with such other duties or assignments as the Chairperson or Treasurer may designate.

Section 11. The Board may create, modify or disband User Groups, the ISSG or any special groups or committees, and may also appoint persons as deemed appropriate to serve on special committees.

Section 12. The Board may be delegated any special responsibilities and authority at the discretion of the Board, unless otherwise specifically provided for by the Joint Powers Agreement or these Bylaws.

Section 13. The Board or its designees shall participate in the negotiation of contracts with vendors chosen by majority vote of the appropriate User Group or special committee for goods or services and may execute contracts only after approval of a majority of the Members and Licensees participating in the User Group or special group or committee.

Section 14. The Board shall also negotiate and execute contracts for goods and services already approved in MnCCC's annual budget.

Section 15. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 16. Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed (or electronic ballot cast) by the number of Voting Members that would be required to take the same action at a meeting of the Members at which all Voting Members were present. All Members shall be notified immediately of the text and effective date of any such written action that is duly taken. Such written action is effective when signed by the requisite number of Voting Members, unless a different effective time is provided for in the written action.

ARTICLE IX: STAFF

Section 1. The Board may employ or contract for appropriate full time or part time professional, administrative, technical or other staff members. Changes in the number of staff positions shall be approved by the Voting Members.

ARTICLE X: COST SHARING AND FUNDS

Section 1. The fiscal year of MnCCC shall be the calendar year, beginning January 1 and ending December 31.

Section 2. Subject to approval by the majority of the Voting Members at the Annual Meeting, the Board shall calculate and propose annual Dues and Charges through an equitable cost-sharing formula and annual budget. Upon approval at the Annual Meeting, the cost-sharing formula and annual budget for the next fiscal year shall be final and binding, and a summary thereof shall be prepared and made available to each Member and Licensee no later than July 15th of each year.

Section 3. In the absence of a specific agreement stating otherwise, MnCCC's development costs will be shared equally by those Members and Licensees participating in and

belonging to the applicable User Group. In development programs where all members are participating, new User Group members shall participate and share equally by making an initial payment calculated to cover its pro-rata, equitable share of the development costs accrued to the point of becoming a User Group member. In development programs where all User Group members are not participating, new User Group members have the option to participate or not to participate. Where a specific agreement has been approved by majority vote of any User Group, that agreement shall govern the methods used by the Board to allocate and invoice for cost sharing.

Section 4. Dues or other Charges are payable in full upon receipt of invoice from MnCCC and are nonrefundable.

Section 5. Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Section 6. The Treasurer shall be authorized to establish one or more bank accounts for MnCCC, with preference given to federally insured financial institution.

Section 7. By using the modified accrual basis for accounting, expenditures of MnCCC shall not exceed the total approved budget for any one-year; with the exception of the equipment budget which can be carried over year-to-year to be used for equipment purchases only.

ARTICLE XI: MEETINGS

Section 1. The annual meeting of Members (the "Annual Meeting") shall be held each June at a date and location determined by the Board in accordance with these Bylaws. The Annual Meeting shall be held for the election of officer(s), the establishment of an equitable Dues structure and adoption of an annual budget for the following next year, and any other business as deemed appropriate by the Board. All Members and Licensees shall receive notices of the Annual Meeting, as well as access to those reports prepared for the Annual Meeting, although voting is limited to Voting Members.

Section 2. The Board shall present an annual report to members of the activities of MnCCC. The Board shall keep true and accurate accounts and records of all of its activities.

Section 3. Meetings of the regional membership may be held quarterly or at the call of the duly elected Regional Representative, but shall be held at least annually in all cases.

Section 4. A special meeting of Members may be called by the Chairperson upon giving at least ten (10) days written notice to all Members. Notice of a special meeting may be waived by

any Voting Member before, at, or after such meeting, by a writing signed on behalf of such Voting Member.

Section 5. The regular monthly meeting of the Board shall be held on the second Thursday of each month, which time may be rescheduled in any month for good cause by the Chairperson.

Section 6. A quorum shall consist of 50% or more of the members of the Board, and a vote by the majority present shall determine each Board action.

Section 7. Roberts Rules of Order shall be followed in the conduct of each meeting unless suspended by the members of the Board in attendance at the meeting.

ARTICLE XII: AMENDMENT OF BYLAWS

Section 1. These Bylaws may be amended by affirmative two-thirds vote of Voting Members in attendance at the Annual Meeting or any other duly-called meeting of the Voting Members, or by ballot and approved in the manner identified in Article VII, provided that notice of such proposed amendment shall have been given in writing at least ten (10) days in advance to all Members. The Board shall forthwith notify the Members of any and all amendments adopted.

ARTICLE XIII: FINANCIAL OBLIGATION

Section 1. Pursuant to each Member's Joint Powers Agreement, a Member must provide MnCCC with written notice of its objection to any new proposed financial obligation, other than future Dues, which are exclusively subject to the provisions of Article X above, or One-time Fees, Charges, previously assessed to such Member. Written notice of such objection must be provided within forty-five (45) days of initial notification of the financial obligation by giving written notice to the Executive Director. Declination of any proposed financial obligation may result in suspension or termination of Member rights in the User Group where the financial obligation was approved. Delinquent payment of any amounts owed may also result in suspension and/or termination of any Member or Licensee, in each case, as determined by the Board in its sole discretion.

These Amended and Restated Bylaws have been dated and are effective as of the 8th day of June, 2016.



Request for Board Action

BOARD MEETING DATE:
November 1, 2015

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: Accept the Agreement with Geo-Comm for GIS DATA Maintenance Services and Software Support Services for \$5994.00 for August 2016 thru July 2017.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes, Agreement
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This is an agreement that we have has expired and there is a need to resign to update the software. After this software is updated we should be able to use the new GIS Maps that the county has to update the 2006 maps that are currently used in the 911 mapping computer. Our last GIS Rob was not able to load the new maps due to the old software. With this Agreement our new GIS Chelsey will be able to assist the Sheriff's Office with the mapping equipment and work with Geo Comm to accomplish the updated GIS information.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: From the 911 Account

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS:

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

Dispatch Mapping Support Project Agreement

This 'Dispatch Mapping Support Project Agreement' ("the Agreement") is made by and between **Swift County** ("Customer"), organized under the laws of the State of Minnesota and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 601 West Saint Germain Street, Saint Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include without limitation, explanation concerning the following:

- GIS Data Maintenance Services
- Software Support Services

Section 2 - Payment

The Customer shall pay a fee to GeoComm of **\$5,994.00** for services as described in the Exhibits provided under this agreement by GeoComm. The Customer agrees to pay GeoComm in full within forty-five (45) days of contract signing. Services under this agreement will be provided from **August 1, 2016 through July 31, 2017**.

Section 3 - Term/Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

Section 5 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

Section 6 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 7 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

Section 8 - Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Section 9 - Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 10 - Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Section 11 - Nondiscrimination

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Section 12 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 13 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Swift County

John Holtz, Sheriff
Swift County Sheriff's Office
301 14th Street North, Benson, MN 56215
Phone (320) 843-3133 Fax (320) 843-2299 E-mail john.holtz@co.swift.mn.us

GeoComm

Shirley Simon, Contract Manager
601 West St. Germain Street, St. Cloud, MN 56301
Phone (320) 281-2168 Fax (320) 240-2389 E-mail ssimon@geo-comm.com

Section 14 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 16 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

Section 17 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 18 - Laws to Be Observed

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 19 - Applicable Law

If there is any dispute concerning this agreement, the laws of the state of Minnesota shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Minnesota.

For Swift County

By:

Date:

Signature/Title

For Geo-Comm, Inc.

By:

Date:

Heather Hoskin

Heather Hoskins/Controller

6-24-16

GeoComm will provide the following support services to Swift County from August 1, 2016 through July 31, 2017.

Software Support Services

GeoComm recognizes the critical nature of the Telecommunication role and has skilled personnel available 24x7 to provide technical or user assistance. Support services shall be provided in an advisory capacity via telephone, fax, or e-mail for the software products listed below.

Regular Support Services provided under this Agreement covers calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded.

Emergency Support Services will be provided outside the regular business hours noted above. Emergency calls are those needing immediate attention that cannot be addressed during regular business hours. GeoComm defines these calls as:

- a) System alarms where Software does not process calls, or;
- b) System locks up repeatedly without ability to recover.

If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of \$95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in the Support Fees section of this Agreement.

Software Maintenance

GeoComm shall distribute to the customer at no charge any software updates GeoComm develops during the term of this Agreement. The Customer is obligated to install these updates as quickly as possible upon receiving them from GeoComm.

The following software licenses are included in this agreement:

Software Description	# of Licenses	Total
GeoLynx 9-1-1 Dispatch Mapping Software	2 licenses	\$2,750.00

Remote Connection Services

This Agreement shall also include remote connection to the Software for troubleshooting and map updates by GeoComm Technical Support Analysts.

The standard and preferred method for connection is GoToAssist over the internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as SSL encryption of point-to-point connections.

Additional GeoComm remote connection capabilities include:

- PCAnywhere
- Remote Desktop

- Microsoft VPN
- Cisco VPN

GeoComm’s response time commitment is depicted in the following table:

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7
Major Impact – Severely Impaired	Service performance/functionality for all End users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business Hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Software Support Exclusions

This Agreement does not include:

- a) Calls for service related to hardware problems
- b) Customized programming
- c) Issues related to other vendors
- d) Re-installation of software due to Customer upgrade of hardware or relocation of facilities
- e) GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party, unless such is specifically agreed to in advance by GeoComm and the Customer.

GeoComm’s Software Support obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from:

- a) The operation, malfunction, or interfacing with any system, equipment, or network provided or installed by any entity other than GeoComm
- b) Misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm
- c) Consumable supplies
- d) Acts of God, including, without limitation; lightning strikes and severe weather

- e) The reinstallation, tampering, or other modifications of the Software and systems installed by GeoComm by operators of or by any other third parties not under the control or employ of GeoComm

Contact **Software Technical Support** for assistance with the GeoLynx Family of Products
Phone 1.866.837.7379
Email swsupport@geo-comm.com
GeoComm eService Portal: <http://eservice.geo-comm.com/login>

GIS Data Maintenance Services

For the GeoLynx software to operate with the critical accuracy required in public safety dispatching, it is imperative that the GIS data that resides in the software is kept current.

GeoComm will provide the following GIS data maintenance services to Swift County:

- GIS Map Data Maintenance (wireline layers)
- Phase I Wireless Layers Maintenance

GIS map data maintenance (wireline layers)

GeoComm will use hard copy, digital resources, MSAG, and ALI databases provided by Swift County to update the map data layers for plotting wireline 9-1-1 calls. As needed, GeoComm will:

- Update the road centerline layer with additions, deletions, and corrections
- Update the Emergency Service Zones (ESZ) layer, as well as associated law, fire, and medical boundary layers when updates are requested
- Update the community boundary layer when there are annexations
- Update other existing additional layer(s) (if available) (e.g. railways, water features, hazardous sites, etc.)
- Complete regular and proactive quality control on all map layers used for wireline 9-1-1 call plotting
- Provision updated map data to GeoLynx 9-1-1

Note: If requested, GeoComm can provide Swift County with up to two hardcopy maps, no larger than 36" x 36", per annual agreement representing emergency service zone boundaries. Additional charges may apply if custom labeling, annotation layer development, map insets, or representation layer development is required.

Deliverables

- Updated map data layers provided as frequently as monthly for use in your public safety software mapping systems.
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly.

Phase I wireless layers maintenance

GeoComm will update the wireless sector/omni coverage and tower layers based on hard copy or digital resources provided by Swift County for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations
- Complete regular and proactive quality control on all map layers used for wireless Phase I 9-1-1 call plotting
- Provision the updated layer to GeoLynx 9-1-1

The following essential resources must be provided by Swift County when updates to the wireless sector/omni coverage layer are requested to ensure a complete and accurate updates.

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software
- Wireless routing sheets from each wireless provider which include:
 - Latitude/Longitude coordinates of the tower
 - Coverage Type: Omni or Sectorized. If the tower is sectorized provide azimuth/orientation and sector bandwidth
 - Unique ID
 - Sector ID
 - Sector Number
 - Wireless Company Name
 - Radius

Deliverables

- Updated wireless sector/omni coverage and tower layers provided as frequently as monthly for use in the customer's public safety software mapping systems.
- If GeoLynx software is in place, as frequently as monthly, GeoComm will compare call log information to the existing layers and subsequently update the data as needed.

Contact **GIS Maintenance Bureau** for assistance with your GIS maintenance needs
Phone 1.844.282.4507
Email gis@geo-comm.com

Total cost for GIS data maintenance services: \$3,244.00



Request for Board Action

BOARD MEETING DATE:
11/1/2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320-843-6301
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of the Civil Rights Assurance Agreement for the SNAP Program.	
AGENDA YOU ARE REQUESTING TIME ON: County Board Meeting 11/1/2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? Approval of the Civil Rights Assurance Agreement
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: To be in compliance with our SNAP food program
BACKGROUND/JUSTIFICATION: DHS had a federal review of their SNAP program and received an immediate corrective action regarding compliance with all the required language in the Food & Nutrition Assistance Instruction and the FNS Civil rights handbook. We are required to have a signed copy to DHS by 11/11/2016. This will then replace the one approved at the CSS board meeting on 7/19/2016.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Approved Comprehensive Civil Rights Plan	

Budget Information

FUNDING: NA

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: Not sent for review	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Jan Fransen

From: Catie Lee
Sent: Wednesday, October 26, 2016 4:43 PM
To: Jan Fransen
Subject: FW: Civil Rights Corrective Action for SNAP
Attachments: Assurance of Compliance for County Agency.docx; Assurance of Compliance for Contractors Vendors 9-30-16.docx

Importance: High

[Here you go.](#)

From: Hielsberg, Janice (DHS) [<mailto:janice.hielsberg@state.mn.us>]
Sent: Wednesday, October 26, 2016 3:11 PM
Subject: Civil Rights Corrective Action for SNAP
Importance: High



Minnesota Department of **Human Services**

Memo

DATE: October 26, 2016

TO: County Directors

FROM: Joann daSilva
Civil Rights Coordinator

SUBJECT: Civil Rights Corrective Action for SNAP

Dear County Human Service Directors:

The U.S. Department of Agriculture (USDA), after conducting a Civil Rights Compliance Review of the Supplemental Nutrition Assistance Program (SNAP), recently identified areas which will require corrective action by a given date. The Compliance Review was the first of its kind in recent years for Minnesota and involves mandatory corrective actions and recommendations for improvement.

One of the areas identified in the Compliance Review that needs corrective action is related to civil rights assurance agreements. Under SNAP, State agencies must ensure their own civil

rights compliance as well as the compliance of their sub-recipients of Federal financial assistance, such as county human service agencies in Minnesota. Additionally, county agencies must ensure that they are obtaining written assurance of nondiscrimination from their SNAP contractors and vendors. These agreements should be renewed every two years, but that was not happening in Minnesota. Additionally, Minnesota needs to add some required language to its civil rights assurance agreements, language found in the Food & Nutrition Assistance Instruction 113-1, the FNS civil rights handbook.

Therefore, based on the need for immediate corrective action, we have drafted two new assurance agreements. The first one is between DHS and county agencies and the second between county agencies and their SNAP contractors.

Assurance agreements:

1. *Civil Rights Assurance of Compliance for County Human Service Agencies* (between DHS and county human service agencies)
2. *Civil Rights Assurance of Compliance for SNAP Contractors and Vendors* (between county human service agencies and their contractors/vendors)

Each county agency must execute these two civil rights assurance agreements:

- For the assurance agreement between DHS and your county human service agency, sign the assurance and return it to DHS by **Friday, November 11, 2016**.
- For the assurance agreement between your county agency and your SNAP contractors, obtain the signatures of your contractors and send a copy of the signed assurance agreement to DHS as soon as possible after obtaining the necessary signatures; by **Wednesday, November 30, 2016**.
- If you do not have any SNAP contractors/vendors, please send an **email** stating this to the DHS Civil Rights Coordinator using the contact information below; by **Wednesday, November 30, 2016**.

Make sure you place a copy of each assurance agreement in your comprehensive civil rights plan.

These two assurance agreements **replace** the one included in the March 25, 2016, DHS Bulletin # 16-89-01: DHS Announces Updates for County Agencies' Comprehensive Civil Rights Plans (Attachment F).

If you have any questions about this email notice and its instructions, please contact DHS's Civil Rights Coordinator, Joann daSilva.

Thank you for your prompt attention to this compliance matter and your ongoing efforts to promote civil rights compliance in human service delivery in Minnesota.

Sincerely,

Joann daSilva, Civil Rights Coordinator
Minnesota Department of Human Services
Equal Opportunity and Access Division
651-431-3034 (voice) or use your preferred relay service
joann.dasilva@state.mn.us

Caution: This e-mail and attached documents, if any, may contain information that is protected by state or federal law. E-mail containing private or protected information should not be sent over a public (nonsecure) Internet unless it is encrypted pursuant to DHS standards. This e-mail should be forwarded only on a strictly need-to-know basis. If you are not the intended recipient, please: (1) notify the sender immediately, (2) do not forward the message, (3) do not print the message and (4) erase the message from your system.

MINNESOTA DEPARTMENT OF HUMAN SERVICES
CIVIL RIGHTS ASSURANCE OF COMPLIANCE FOR COUNTY HUMAN SERVICE AGENCIES
(Nondiscrimination in State and Federally Financed Programs)

County Agency: _____

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; SECTION 504 OF THE REHABILITATION ACT OF 1973; TITLE IX OF THE EDUCATION AMENDMENTS OF 1972; AGE DISCRIMINATION ACT OF 1975; CURRENT VERSION OF USDA'S FNS INSTRUCTION 113-1/CIVIL RIGHTS COMPLIANCE AND ENFORCEMENT, NUTRITION PROGRAMS AND ACTIVITIES FOOD AND NUTRITION SERVICE; ALL OTHER FEDERAL NONDISCRIMINATION LAWS, REGULATIONS, POLICIES, INSTRUCTIONS AND GUIDANCE; AND THE MINNESOTA HUMAN RIGHTS ACT

The County Agency provides this assurance in consideration of and for the purpose of obtaining Federal financial assistance from the U.S. Department of Agriculture (USDA) to operate the Supplemental Nutrition Assistance Program in Minnesota on behalf of the Minnesota Department of Human Services (DHS).

THE COUNTY AGENCY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, 42 USC §2000d et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15, Subpart A and Subpart C. In accordance with Title VI and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
2. Section 504 of the Rehabilitation act of 1973, 29 USC § 794, as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15b. In accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her/his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
3. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15a. In accordance with Title IX of that Act and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
4. Age Discrimination Act of 1975, 42 USC §§ 6101-6107, as amended and all requirements imposed by or pursuant to the regulation at 45 CFR Part 91. In accordance with the Age Discrimination Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
5. Current version of USDA's FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Service, issued November 8, 2005. The purpose of Instruction 113-1 is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service (FNS) and its recipients and customers and ensure compliance with and enforcement of the prohibition against

discrimination in all FNS nutrition programs and activities, whether federally funded in whole or not. FNS Instruction 113-1 incorporates the above Federal legal authorities.

- 6. Minnesota Human Rights Act found at Minnesota Statutes, Chapter 363A, specifically § 363A.11, Public Accommodations and § 363A.12, Public Services. In Minnesota, it is an unfair discriminatory practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex. Additionally, it is an unfair discriminatory practice to discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status with regard to public assistance.

THE COUNTY AGENCY AGREES THAT BY ACCEPTING THIS ASSURANCE, it will compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel and other authorized personnel, such as DHS personnel, during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, USDA shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County Agency and its successors, transferees, and assignees, as long as they receive Federal financial assistance or retain possession of any assistance from DHS/USDA.

THE COUNTY AGENCY AGREES THAT BY ACCEPTING THIS ASSURANCE, it will obtain a written statement of assurance from its SNAP-related contractors and vendors assuring that they will also operate in compliance with all of the stated nondiscrimination laws, regulations, instructions, policies, and guidance.

The person whose signature appears below is authorized to sign this assurance and commit the County Agency to the above provisions.

Date

Name and Title of Authorized Official (please print) Signature of Authorized Official

Name of County Agency

Street Address, City, State, Zip Code

Please deliver Assurance to:
Civil Rights Coordinator
Minnesota Department of Human Services, Equal Opportunity and Access Division
P.O. Box 64997, St. Paul, MN 55164-0997
joann.dasilva@state.mn.us

MINNESOTA DEPARTMENT OF HUMAN SERVICES
CIVIL RIGHTS ASSURANCE OF COMPLIANCE FOR CONTRACTORS/VENDORS
(Nondiscrimination in State and Federally Financed Programs)

CONTRACTOR/VENDOR: _____

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; SECTION 504 OF THE REHABILITATION ACT OF 1973; TITLE IX OF THE EDUCATION AMENDMENTS OF 1972; AGE DISCRIMINATION ACT OF 1975; CURRENT VERSION OF USDA'S FNS INSTRUCTION 113-1/CIVIL RIGHTS COMPLIANCE AND ENFORCEMENT, NUTRITION PROGRAMS AND ACTIVITIES FOOD AND NUTRITION SERVICE; ALL OTHER NONDISCRIMINATION LAWS, REGULATIONS, POLICIES, INSTRUCTIONS AND GUIDANCE; AND THE MINNESOTA HUMAN RIGHTS ACT

The Contractor/Vendor provides this assurance in consideration of and for the purpose of obtaining Federal financial assistance from the U.S. Department of Agriculture (USDA)/Minnesota Department of Human Services (DHS) to operate the Supplemental Nutrition Assistance Program (SNAP) in Minnesota.

THE CONTRACTOR/VENDOR AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, 42 USC §2000d et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15, Subpart A and Subpart C. In accordance with Title VI and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
2. Section 504 of the Rehabilitation act of 1973, 29 USC § 794, as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15b. In accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her/his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
3. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15a. In accordance with Title IX of that Act and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Contractor/Vendor receives Federal financial assistance.
4. Age Discrimination Act of 1975, 42 USC §§ 6101-6107, as amended and all requirements imposed by or pursuant to the regulation at 45 CFR Part 91. In accordance with the Age Discrimination Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
5. Current version of USDA's FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Service, issued November 8, 2005. The purpose of Instruction 113-1 is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service (FNS) and its recipients and customers and ensure compliance with and enforcement of the prohibition against discrimination in all FNS nutrition

programs and activities, whether federally funded in whole or not. FNS Instruction 113-1 incorporates the above Federal legal authorities.

- 6. Minnesota Human Rights Act found at Minnesota Statutes, Chapter 363A, specifically § 363A.11, Public Accommodations and § 363A.12, Public Services. In Minnesota, it is an unfair discriminatory practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex. Additionally, it is an unfair discriminatory practice to discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status with regard to public assistance.

THE CONTRACTOR/VENDOR AGREES THAT BY ACCEPTING THIS ASSURANCE, it will compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel and other authorized personnel, such as DHS and county agency personnel, during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, DHS may withhold financial assistance and DHS/USDA shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor/Vendor and its successors, transferees, and assignees, as long as they receive Federal financial assistance or retain possession of any assistance from DHS/USDA.

The person whose signature appears below is authorized to sign this assurance and commit the Contractor/Vendor to the above provisions.

Date

Name and Title of Authorized Contractor/Vendor (please print)

Signature of Authorized Contractor/Vendor

Street Address, City, State, Zip Code

Name of Contractor's/Vendor's County Human Service Agency

Contractor/Vendor: Please deliver this Assurance of Compliance to your county human service agency.



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

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 approving the Waste Management Industrial Waste Services & Disposal Agreement November 1, 2016 to October 31, 2021.	
AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Renew Waste Management's contract for hauling non-processibles to Gwynner, ND for a five year term.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Approve
COMMENTS: Click here to enter text.	COMMENTS: None

Board Action

Motions ___ P. Peterson ___ G. Hendrickx ___ E. Pederson ___ J. Fox ___ E. Rudningen	
Action	Vote



INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

COMPANY: Waste Management of North Dakota, Inc.
A WASTE MANAGEMENT COMPANY

CUSTOMER: Swift County

Name: Peggy Slind 10/26/16
Title: Account Manager Date

Name: _____
Title: _____ Date

Effective Date of Agreement: November 1, 2016

Initial Term: 60 months

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. **Solid Waste** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **Special Waste** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. **Hazardous Waste** means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be 60 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial

Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of invoice date. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of 2.5% per month or, if less, the maximum rate allowed by law.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

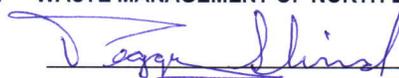
13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed & Accepted

COMPANY WASTE MANAGEMENT OF NORTH DAKOTA, INC.

Signed:



CUSTOMER SWIFT COUNTY

Signed: _____



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

Exhibit A

CUSTOMER INFORMATION
Swift County
PO Box 288
Benson, MN 56215-0288
Contact Name: Scott Collins
Contact Phone: 320-843-2356

GENERATOR INFORMATION (If different from Customer Information)

PROFILE NUMBER:
DISPOSAL FACILITY: Dakota Landfill
EXPIRATION DATE:
PO NUMBER:

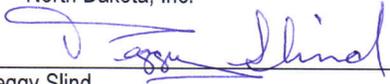
Service Information	Material / Ticket Description	Anticipated Volume	Rate / UOM / Minimum
Disposal	Municipal Solid Waste (MSW)		\$35.84 per ton - 3 ton minimum charge per load
Taxes/Fees	All applicable taxes and fees will also be charged - Currently \$1.18 per ton - This rate will be adjusted to reflect any changes in the taxes and fees.		\$1.18 per ton
Digout (frozen load): \$60.00/load			
Containers provided by WM:	Quantity:	Size:	Quantity: Size:
Additional Information/Special Handling:	- Effective January 1, 2018 and each January 1 st thereafter, the disposal rates shall be subject to a \$1.00 per ton increase.		

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT OR OTHER CONTRACTUAL AGREEMENT BETWEEN THE PARTIES DATED:

November 1, 2016

COMPANY Waste Management of North Dakota, Inc.

CUSTOMER Swift County

By:  10/26/16
 Name: Peggy Slind Date
 Title: Account Manager

Signature: _____
 Name: _____ Date
 Title: _____



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Mary Amundson/Kim Saterbak	REQUESTOR PHONE: 320-843-3377
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve to commit \$37,850 to the Tech Fund	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to commit funds.
BACKGROUND/JUSTIFICATION: Land Records will end the 12/31/16 year with an increase of net assets for expenses budgeted for the year, but not received during the 2016 budget year for tech fund designated expenses. Committing these funds will allow these expenses to be paid in during the 2017 fiscal year. Any amount of the \$37,850 remaining unused in 2017, will be released from commit in the Tech Fund.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Did not review	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

**BOARD OF COMMISSIONERS
SWIFT COUNTY, MINNESOTA**

RESOLUTION TO BOARD RESTRICT FUNDS

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Land Records Department will ended fiscal year 2016 with an increase in Net Assets.

WHEREAS, the Board of Commissioners has determined that expenses that were included in the 2016 budget were not realized during the 2016 fiscal period and funds should be committed through the 2017 fiscal year.

WHEREAS, the Board of Commissioners of Swift County finds it advisable and necessary to commit \$37,850 to the Tech Fund for expenses received during the 2017 fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the following funds were committed to the Tech Fund, as of 12/15/2016. Any amounts not used from the above restriction during the 2017 fiscal year, shall then be released from commitment as of 12/31/2017.

BE IT FURTHER RESOLVED, that the introduced budget is herewith amended as necessary to reflect this resolution.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 1st day of November, 2016.

Swift County Board of Commissioners

Pete Peterson, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox _____
Peterson _____

Hendrickx _____
Rudningen _____

Pederson _____



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

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: Approval of the 5 year Highway Construction Plan (2017 – 2021)	
AGENDA YOU ARE REQUESTING TIME ON: November 1, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Long Range Planning of CIP is required to get funding for projects.
BACKGROUND/JUSTIFICATION: Annual approval of the 5 YEAR HIGHWAY CONSTRUCTION PLAN	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	NA
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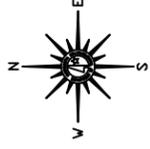
Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

2017
2018
2019
2020
2021

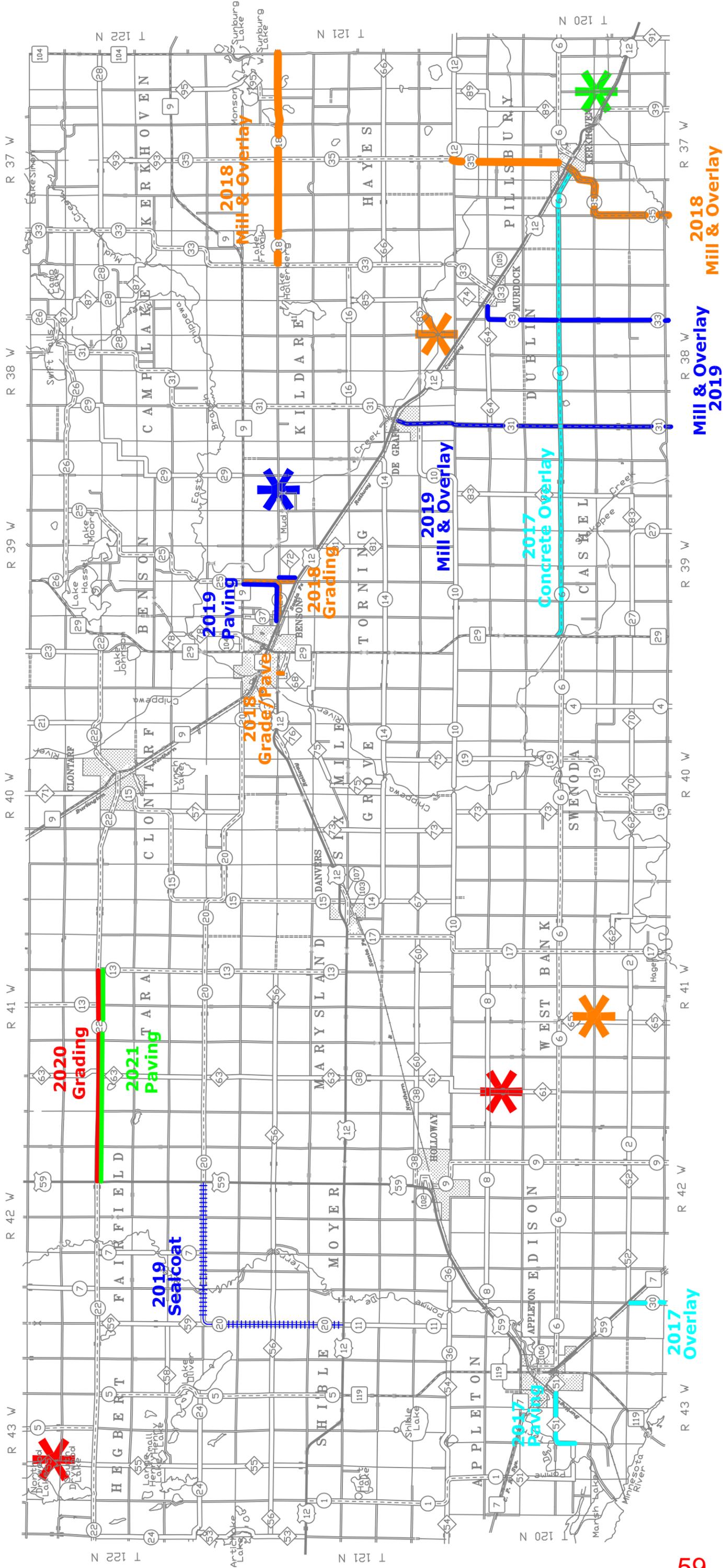


5-YEAR CAPITOL IMPROVEMENT PLAN

SWIFT COUNTY

MINNESOTA

— Road Work
++++ Sealcoat
* Bridges



Swift County Highway Department - 5 Year Plan - 2017

	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds
Balance Jan 1, 2017	\$2,729,327	\$342,614	\$0	\$66,959
2017 Allotment	\$1,903,807	\$155,699	\$250,000	\$194,838
Transfer				
Advance Funds				
TOTAL AVAILABLE	\$4,633,134	\$498,313	\$250,000	\$261,797

Road Number	Project Number	From	to	Work Type	Length	Project Costs	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds	Federal Funds	State Bridge Funds	Other Funds
CSAH 6	076-606-045	TH 29	CSAH 35	Mill & Conc. Overlay	13.5 Mi.	\$6,800,000	\$4,500,000	\$200,000			\$2,100,000		
CSAH 30	076-630-002	TH 7	So. County Line	Overlay	1.0 Mi.	\$175,200	\$175,200						
CR 51	CP 15-02	TH 119	2.5 miles west of 1	Bit Pave Should	2.5 mile	\$700,000							\$700,000
Appleton Trail	CP 15-03	TH 119	2.5 miles west of 1	Grade and Pave	2.5 miles	xxx			xxx				xxx
TOTALS						\$7,675,200	\$4,675,200	\$200,000	\$0	\$0	\$2,100,000	\$0	\$700,000

NOTE: Project Costs do not include County Engineering, Right-of-Way, or Utilities costs. This is shown as a separate line item.

Swift County Highway Department - 5 Year Plan - 2018

	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds
Balance Jan 1, 2018	(\$42,066)	\$298,313	\$250,000	\$261,797
2018 Allotment	\$1,903,807	\$155,699	\$350,000	\$194,838
Transfer				
Advance Funds				
TOTAL AVAILABLE	\$1,861,741	\$454,012	\$600,000	\$456,635

Road Number	Project Number	From	to	Work Type	Length	Project Costs	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds	Federal Funds	State Bridge Funds	Other Funds
CSAH 35	076-635-xxx	South County Line	CSAH 12	Mill and Overlay	6.4 Mi.	\$1,000,000	\$930,000	\$70,000					
CSAH 25	076-625-xxx	TH 12	TH 9	Grading	2.0 Mi.	\$800,000	\$800,000						
CR 72	CP 18-01	TH 12	CSAH 25	Grading	0.6 Mi.	\$240,000			\$240,000				
CSAH 18	067-618-xxx	CSAH 33	East County Line	Mill and Overlay	6.0 Mi.	\$930,000	\$930,000						
CR 68	CP 18-02	Hall Ave	TH 12	Grade and Pave	850 Ft	\$100,000			\$100,000				
Westbank	076-599-xxx	100th St SW	Sec 21 & 28	Box Culvert	75 Ft	\$200,000				\$180,000			\$20,000
CR 85	076-598-012	100th Ave SE	Sec 34 & 35	Box Culvert	75 Ft	\$275,000						\$275,000	
TOTALS						\$3,545,000	\$2,660,000	\$70,000	\$340,000	\$180,000	\$0	\$275,000	\$20,000

NOTE: Project Costs do not include County Engineering, Right-of-Way, or Utilities costs. This is shown as a separate line item.

Swift County Highway Department - 5 Year Plan - 2019

	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds
Balance Jan 1, 2019	(\$798,259)	\$384,012	\$260,000	\$276,635
2019 Allotment	\$1,903,807	\$155,699	\$250,000	\$194,838
Transfer				
Advance Funds				
TOTAL AVAILABLE	\$1,105,548	\$539,711	\$510,000	\$471,473

Road Number	Project Number	From	to	Work Type	Length	Project Costs	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds	Federal Funds	State Bridge Funds	Other Funds
CSAH 20	076-030-005	TH 59	TH 12	Seal Coat	8 miles	\$144,000	\$144,000						
CSAH 33	076-633-xxx	South County Line	TH 12	Mill & Overlay	5.9 Mi.	\$917,000	\$837,000	\$80,000					
CSAH 31	076-631-xx	South County Line	TH 12	Mill and Overlay	7.5 miles	\$1,165,000	\$1,085,000	\$80,000					
CSAH 25	076-625-xxx	TH 12	TH 9	Paving	2.0 Mi.	\$400,000	\$400,000						
CR 72	CP 18-01	TH 12	GSAH 25	Paving	0.6 Mi.	\$120,000			\$120,000				
Torning Twp	76-599-0xx	55th Ave SW	Sec 12	Box Culvert	150 Feet	\$320,000				\$300,000			\$20,000
TOTALS						\$3,066,000	\$2,466,000	\$160,000	\$120,000	\$300,000	\$0	\$0	\$20,000

NOTE: Project Costs do not include County Engineering, Right-of-Way, or Utilities costs. This is shown as a separate line item.

Swift County Highway Department - 5 Year Plan - 2020

	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds
Balance Jan 1, 2020	(\$1,360,452)	\$379,711	\$390,000	\$171,473
2019 Allotment	\$1,903,807	\$155,699	\$250,000	\$194,838
Transfer				
Advance Funds				
TOTAL AVAILABLE	\$543,355	\$535,410	\$640,000	\$366,311

Road Number	Project Number	From	to	Work Type	Length	Project Costs	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds	Federal Funds	State Bridge Funds	Other Funds
CSAH 22	076-622-xxx	TH 59	CSAH 13 South	Grading	6 Mi.	\$2,400,000	\$2,400,000						
CR 55	76-598-0xx	240th Ave SW	Sec 4	Box Culvert	70 Feet	\$150,000			\$75,000			\$75,000	
CR 61	76-598-0xx	140th Ave SW	Sec 7	Box Culvert	65 Feet	\$165,000			\$85,000			\$80,000	
TOTALS						\$2,715,000	\$2,400,000	\$0	\$160,000	\$0	\$0	\$155,000	\$0

NOTE: Project Costs do not include County Engineering, Right-of-Way, or Utilities costs. This is shown as a separate line item.

Swift County Highway Department - 5 Year Plan - 2021

	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds
Balance Jan 1, 2020	(\$1,856,645)	\$535,410	\$480,000	\$366,311
2019 Allotment	\$1,903,807	\$155,699	\$250,000	\$194,838
Transfer				
Advance Funds				
TOTAL AVAILABLE	\$47,162	\$691,109	\$730,000	\$561,149

Road Number	Project Number	From	to	Work Type	Length	Project Costs	State Aid Rural	State Aid Municipal	County Funds	Town Bridge Funds	Federal Funds	State Bridge Funds	Other Funds
CSAH 22	076-622-xxx	TH 59	CSAH 13 South	Paving	6 Mi.	\$1,200,000	\$1,200,000						
Pillsbury	076-599-xxx	165th Ave	Sec 26	Box Culvert	65 Ft	\$200,000				\$180,000			\$20,000
TOTALS						\$1,400,000	\$1,200,000	\$0	\$0	\$180,000	\$0	\$0	\$20,000

NOTE: Project Costs do not include County Engineering, Right-of-Way, or Utilities costs. This is shown as a separate line item.



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Board approval to amend Trail agreement along CR 51 between Marsh Lake and the City of Appleton	
AGENDA YOU ARE REQUESTING TIME ON: November 1, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The State wishes to amend the trail project starting in City of Appleton.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	Local and State
----------	-----------------

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen
Action Vote

RESOLUTION

SWIFT COUNTY

WHEREAS, Swift County is interested in promoting outdoor recreational activities in the county, and

WHEREAS, the Minnesota Department of Natural Resources is interested in constructing a trail along Swift County Road 51 from the City of Appleton to Marsh Lake Dam, and

WHEREAS, the Minnesota Department of Natural Resources did enter into an agreement (September 16,th 2014) with Swift County to construct the trail along County Road 51,

WHEREAS, additional time is needed for the project the DNR has requested that the amending the ending date for construction of this project from November 15th, 2016 to November 15th, 2018.

NOW THEN BE IT RESOLVED, that the County Board approves the amendment allowing the Chair and the Administrator to sign after the DNR has signed the amendment to the agreement.

BE IT FURTHER RESOLVED, that the County Engineer is authorized to work with the DNR on behalf of the County.

SWIFT COUNTY BOARD OF COMMISSIONERS

Pete Peterson, Chairman

ATTEST:

I, Amanda Ness, Clerk of the Board for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 1st day of November, 2016.

Amanda Ness, Clerk of the County Board

AMENDMENT COVER SHEET
 (Minn. Stat. §§ 16C.05, subd. 2(d), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. Include copies of the original certification form, the original contract, and any previous amendments.
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Retain a copy of this form in the contract file.

Agency: Department of Natural Resources / Parks and Trails Division	Name of Contractor: County of Swift
Current contract term: (1) Funding: 15 November 2016; (2) Agreement Term: 15 November 2044	Project Identification: Original Contract# 85723 - Minnesota River State Trail – Appleton Segment

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date: (Funding Only: 15 November 2018)
Why is it necessary to amend the end date? <i>Revision requested for Funding Term Only.</i> Due to the complexity and corridor/property challenges encountered in the effort to engineer/design a ADA compliant, multi-use recreational located primarily within Swift County Hwy right-of-way, including utilities, the crossing of the Burlington Northern Railroad, the final design for the project was not completed in early 2016 as originally anticipated. Although the the project engineering and design has been completed and land interest agreement acquired , the completion of the construction of this nearly 3 mile long recreational trail is no longer possible by November 15, 2016. It is presently anticipated that construction of this segment of the Minnesota River State Trail will be complete by December 30, 2017. However, to allow for weather related delays and other issues that may be encountered during construction, it is requested that the project/contract funding end date be extended to November 15, 2018. Extending to November of 2018 will assure the satisfactory completion of this project as proposed.

2. Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: No Revision Required
2b. Describe the amendment: No change in duties requested.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract

Describe the changes that are being made: None

NOTE: For amendments to work orders or in instances of delegated authority, submit this cover sheet to MMD (fax submissions are acceptable at (651) 297-3996) for approval along with the draft amendment. If the amendment is to a work order issued against an OET Master contract, submit this cover sheet and the draft amendment to Steve Gustafson at steve.gustafson@state.mn.us for OET approval.

Approved: _____
Materials Management Division

Approved: _____
Office of Enterprise Technology

AMENDMENT NO.1 TO CONTRACT NO. 85723

Contract Start Date:	<u>November 15, 2014</u>	Total Contract Amount:	<u>\$ 1,400,000.00</u>
Original Contract Expiration Date:	<u>November 15, 2044</u>	Original Contract:	<u>\$ 1,400,000.00</u>
Current Contract Expiration Date:	<u>November 15, 2044</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>No Change</u>	This Amendment:	<u>\$ 0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Natural Resources (“State”) and County of Swift, 301 14th Street North, Benson, MN 56215 (“Contractor”).

Recitals

1. The State has a contract with the Contractor identified as CFMS Contract Number 85723 (“Original Contract”) as to provide for the construction of a new 3 mile long segment of the Minnesota River State Trail extending west of the community of Appleton along Swift CR 51 and 240th Ave. This agreement is being amended to provide the additional time necessary to satisfactorily complete the final plans, specifications and construction of the referenced segment of multiuse recreational trail.
2. The additional time is being requested to allow for the construction of the referenced Trail corridor which is presently scheduled for construction in 2017. The additional time is requested to provide for the additional time required to address the challenges associated with the construction of a ADA compliant, multi-use recreational trail segment within a narrow development corridor. As of October 1, 2016; (1) the final the engineering and design for the proposed facility has been completed; and (2) agreements for all additional lands required for the development of the proposed trail as presently designed have been acquired. Although construction has been delayed as the result of design challenges associated with the completing the design of a recreational trail within a narrow right-of-way corridor in close proximity to a rural public roadway, it is presently anticipated that construction of the new state trail segment will be complete by 31 December 2017.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Clause III. “FUNDING” is amended as follows:

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the Trail under Article I (b) shall not exceed **\$1,400,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* November 15, 2014, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* ~~November 15, 2016~~, **November 15, 2018**, or when all obligations under Article-II (b) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the County’s presentation of invoices for services performed and acceptance of such services by the State’s designated contact. The County will not receive payment for work found by the State to be unsatisfactory or preformed in violation of federal, state or local law.

The State may also provide funding for its responsibilities under Article I (a)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[Balance of this page left intentionally blank]

AMENDMENT NO.3 TO CONTRACT NO. 85723

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Arl Kene

Date: 10/24/2016

CFMS Contract No. ~~B25489~~

CONTRACT 85723
PO 3-67706

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND SWIFT COUNTY
MINNESOTA RIVER STATE TRAIL – CR 51/240th AVENUE SW SEGMENT

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Swift, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duties, and responsibility under Minnesota Statutes Section 85.015, sub. 22, to establish, develop, maintain and operate the Minnesota River State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and County have determined that the development of the approximately 3 mile long segment of the Minnesota River State Trail extending along Swift CR 51 and 240th Avenue SW, an Appleton Township Road, between T.H. 119 in Appleton and intersection of Appleton Township Road - 240th Avenue SW and 100th Street SW is of high priority, and is hereinafter referred to as the "Trail"; and

WHEREAS, the State has been provided funding by the 2008 Minnesota Legislature for the development of this segment of the Minnesota River State Trail; and

WHEREAS, the County owns or has easement over the land which comprise the segment of the proposed Trail located along CR 51 and described as: Sections 21, 22, T120N, R43W, Swift County, as further described in the Deed/Easement and on the map, which are attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the State and Appleton Township have executed an Agreement for the use of lands to which the Township owns or has easement over for trail purposes, which is attached and incorporated into this agreement as Exhibit B; and

WHEREAS, the State shall develop the complete plans and specifications for the Trail, which shall meet the requirements of the ADA; and

WHEREAS, the County shall be permitted to review and approve the plans and specifications of the segment of the Trail located within County lands; and

WHEREAS, the County shall be acting as the lead agency in the construction of the Trail; and

WHEREAS, upon completion, the State shall have sole responsibility for the management and administration of the Trail; and

WHEREAS, a resolution or copy of the County Board/Council meeting minutes authorizing the entities to enter into this agreement is attached and incorporated into this agreement as Exhibit C; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall complete and provide to the County all engineering, design and construction specifications necessary for the construction of the Trail.

- b. The State shall provide technical and funding assistance to the County for the construction of the Trail. Funding assistance shall be limited to project specific County expenses directly related to the oversight, inspection and administration of the construction of the Trail.
- c. The State shall obtain all federal and state permits necessary for the construction of the Trail.
- d. The State has the right to require the County to reject any and all bids for the construction of the Trail. The State will provide the County written notice of the rejection or requirement for rejection no later than 5 days following receipt of a copy of the project low bid and abstract of all bids received.
- e. All changes to the plans, specifications and/or special provisions for the Trail construction shall be subject to the approval of the State. State approval and comment shall be provided to the County by the State's designated Project Engineer; and
- f. The State shall permit the County to review and approve the preliminary and final plans for the Trail as prepared by the State. All plans for the Trail shall meet the requirements of the ADA.
- g. The plans for the Trail as developed by the State shall include the restoration of the County property affected by trail construction as per specifics approved by the County and the State.
- h. The State shall permit the County to review and approve any modifications/revisions to the Trail proposed by the State during the term of this Agreement.
- i. The State shall be permitted to review and approve all modifications to the Trail or the Trail corridor proposed by the County during the term of the Agreement.
- j. The State will provide and install the appropriate signage for the Minnesota Trail Segment, including a wood-routed sign/s, which indicates that the development was cooperatively provided by the County and the Department of Natural Resources. The State shall also provide all trail related informational signs as determined by Department of Natural Resources policy
- k. Upon completion, the State shall manage, operate, maintain and administer the Trail as the Minnesota River State Trail as established.
- l. The State and the County shall cooperatively develop a plan to maintain the Trail and keep it in good and sanitary order in accordance with the County's established practices and DNR standards for maintenance of trail facilities.
- m. The State reserves the right to inspect the Trail at any time to ensure that the County is in compliance with this Agreement.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall permit the construction of the Trail within the right-of-way of Swift County Road 51 as shown in Exhibit A.
- b. The County shall be permitted to review and approve the preliminary and final plans for the Trail as prepared by the State.
- c. The County shall perform all necessary bid advertisement, contract administration, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract from contract award to certification of the final payment.

- d. All changes to the plans, specifications and/or special provisions to the Trail construction shall be subject to the approval by State. State approval and comment will be provided to the County by the State's designated Project Engineer.
- e. The County has the right to reject any and all bids for the construction of the Trail. The County will provide the State written notice of the rejection or requirement for rejection no later than 30 days following the project bid opening.
- f. The County shall permit the State to review and approve all modifications to the Trail or Trail corridor proposed by the County during the term of the Agreement. State approval and comment will be provided by the State's designated Contact.
- g. The County and the State shall cooperatively develop a plan to maintain the Trail and keep it in good and sanitary order in accordance with the County's established practices and DNR standards for maintenance of trail facilities.
- h. The County may close the Trail for emergencies, or for other reasons, without prior written consent of the State. The County shall notify the State within 48 hours of closing the Trail for emergency reasons or if the Trail will remain closed longer than 24 hours.
- i. The County shall be permitted to review and approve all modifications to the Trail proposed by the State during the term of this Agreement.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the Trail under Article I (b) shall not exceed \$1,400,000.00. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* November 15, 2014, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* November 15, 2016, or when all obligations under Article II (b) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's designated contact. The County will not receive payment for work found by the State to be unsatisfactory or preformed in violation of federal, state or local law.

The State may also provide funding for its responsibilities under Article I (a)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

V. TERM

- a. *Effective Date:* November 15, 2014, or the date the State obtains all required signatures under

Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.

- b. *Expiration Date: November 15, 2044*, for a period of thirty (30) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew at the end of each five (5) year period unless the required notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this Agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this Agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may be cancelled by the County at any time with or without cause at any time prior to the awarding of the construction contract for the Trail as upon thirty (30) days written notice to the State. The State will not be obligated to pay for services provided after the receipt of the County's written notice and the effective date of cancellation.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement 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 County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this

Agreement 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 Agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Parks and Trails Division Area (4A) Supervisor
164 Co. Rd. 8 NE
Spicer, MN 56288

The County
Swift County
County Administrator
301 14th Street N
Benson, MN 562

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: Luke St.

Title: Deputy Director / Parks and Trails Division

Date: 12-10-14

DEPARTMENT OF ADMINISTRATION *Sonia*
Delegated to Materials Management Division

By: Sara Freedland

Title: AMS

Date: 12-18-14
(Effective Date)

COUNTY OF SWIFT

By: Joe Fox

Title: Joe Fox, Board Chair

Date: November 18, 2014

COUNTY OF SWIFT

By: Michel J. Pogge-Weaver

Title: Clerk of the Board

Date: November 18, 2014

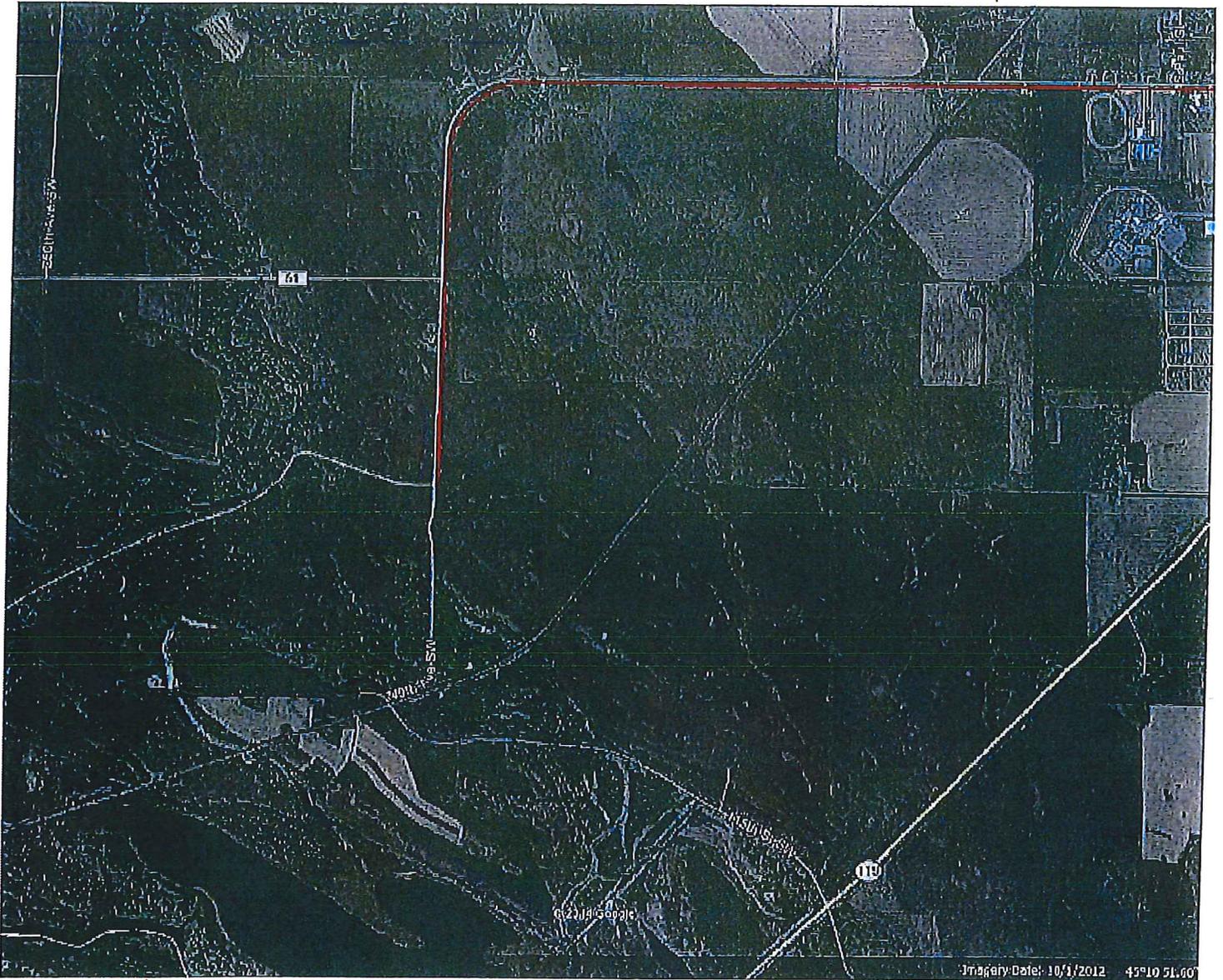
STATE ENCUMBERANCE VERIFICATION *40710*
Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

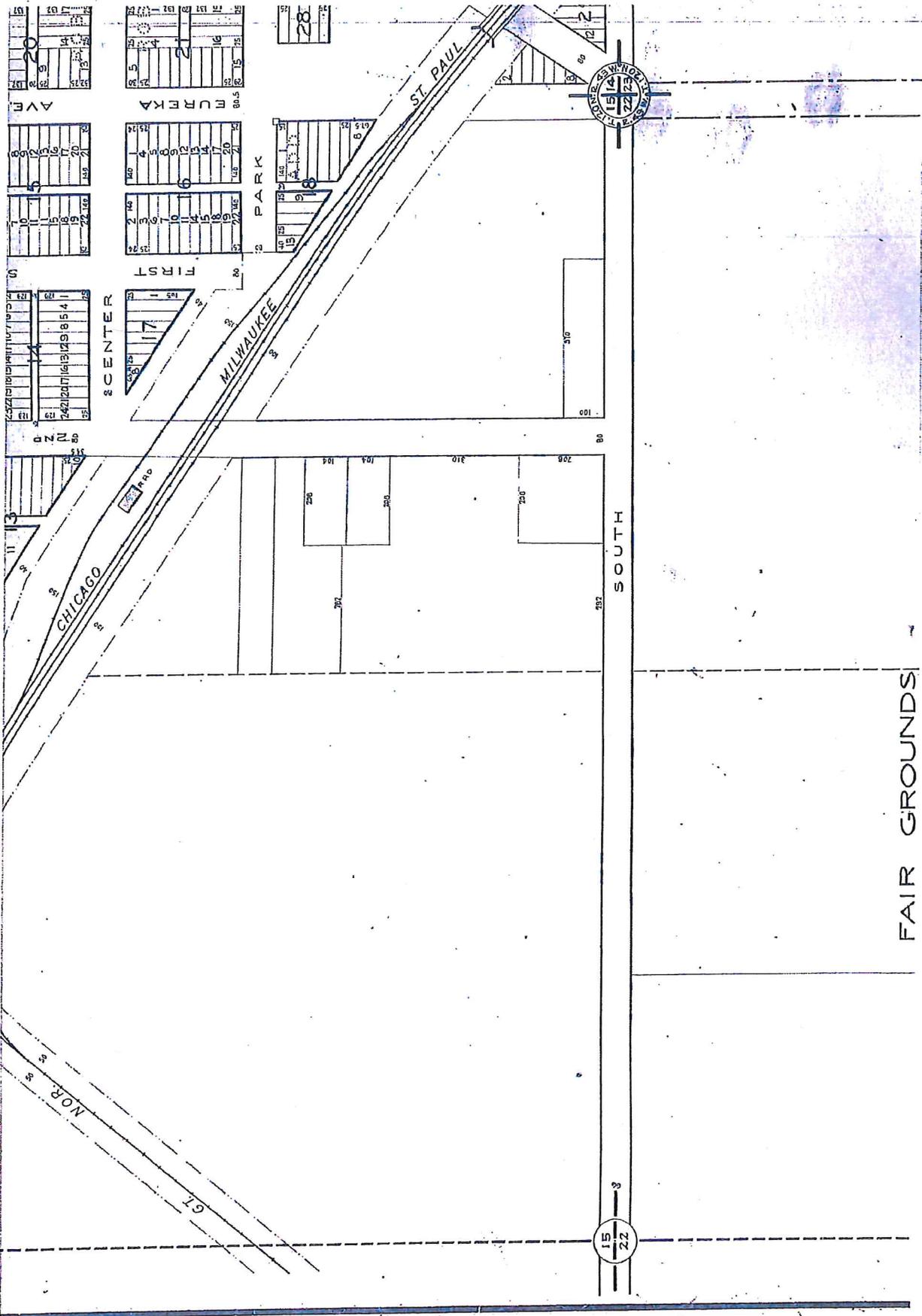
Signed: Raura Ochoa

Date: Nov 3, 2014

Contract: 85723 PO#67706

Exhibit A





FAIR GROUNDS

HIGHWAY EASEMENT

Dana & Lavonne Spry

Rte 3 Box 99 Appleton

grantor of Swift County

and owner s of the lands hereinafter described, in consideration of the special benefits to said lands to be derived from the performance of the work hereinafter described, hereby grant _____ to the County of Swift, a municipal corporation of the State of Minnesota, its successors and assigns, and its and their agents, employees and licensees, full right and liberty, with any and all necessary and proper equipment, to enter and re-enter upon the following described lands, to wit;

A portion of the N $\frac{1}{2}$ -NW $\frac{1}{2}$ Section 22, T120N, R43W

to such extent as may be necessary and proper to slope the following described road or public highway County Road No. 51

And the said grantor s do _____, hereby release the County of Swift, of the State of Minnesota, its successors and assigns, from all claims for any or all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon removal of materials from the premises hereby conveyed and from the uses incident thereto, County of Swift of the State of Minnesota shall have the right to construct and maintain, upon the lands adjoining the parcel hereby conveyed, such portable snow fences as it may from time to time deem necessary, together with the right to have the telephone and power companies construct and maintain their pole lines on the easement line, which shall be fifty feet (50') from the center line of said road, and have the crossarms there of extend over the said line and including the right to trim trees when necessary, the right to extend the backslope beyond said easement line in all cases where it is necessary to secure a minimum 5:1 slope. The grantor s hereby agree to remove the fence along said road to said easement line upon ten days notice by said grantee to permit the performance of said work.

Special Provisions _____

Dated at APPLETON, MN this 20th day of MARCH 19 91

X Dana Spry
X Lavonne Spry

(Witness)

(Owner's Signature)

State of Minnesota, }
COUNTY OF _____ } ss.

On this.....day of....., 19....., before me personally appeared
the person.....described in and who executed the foregoing instrument and acknowledged that.....
executed the same as.....free act and deed.

HIGHWAY EASEMENT

AH S Eddyquist
David Tosel - Fletcher Syllie Rte 2 Box 7 Appleton

grantor of Swift County

and owner s of the lands hereinafter described, in consideration of the special benefits to said lands to be derived from the performance of the work hereinafter described, hereby grant to the County of Swift, a municipal corporation of the State of Minnesota, its successors and assigns, and its and their agents, employees and licensees, full right and liberty, with any and all necessary and proper equipment, to enter and re-enter upon the following described lands, to wit;

A portion of the NW $\frac{1}{4}$ -NW $\frac{1}{4}$ Section 22, T120N, R43W

to such extent as may be necessary and proper to slope the following described road or public highway County Road No. 51

And the said grantor s do , hereby release the County of Swift, of the State of Minnesota, its successors and assigns, from all claims for any or all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon removal of materials from the premises hereby conveyed and from the uses incident thereto, County of Swift of the State of Minnesota shall have the right to construct and maintain, upon the lands adjoining the parcel hereby conveyed, such portable snow fences as it may from time to time deem necessary, together with the right to have the telephone and power companies construct and maintain their pole lines on the easement line, which shall be fifty feet (50') from the center line of said road, and have the crossarms there of extend over the said line and including the right to trim trees when necessary, the right to extend the backslope beyond said easement line in all cases where it is necessary to secure a minimum 5:1 slope. The grantor s hereby agree to remove the fence along said road to said easement line upon ten days notice by said grantee to permit the performance of said work.

Special Provisions

Dated at this day of 19

AH S Eddyquist
Fletcher Syllie

(Witness)

(Owner's Signature)

State of Minnesota, }
COUNTY OF } ss.

On this day of , 19 , before me personally appeared , to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.

HIGHWAY EASEMENT

Gary & Carol Nygard (Sheldon & Janice Rieppel) Route 2 Box 84 Madison
grantor of Swift County

and owner s of the lands hereinafter described, in consideration of the special benefits to said lands to be derived from the performance of the work hereinafter described, hereby grant _____ to the County of Swift, a municipal corporation of the State of Minnesota, its successors and assigns, and its and their agents, employees and licensees, full right and liberty, with any and all necessary and proper equipment, to enter and re-enter upon the following described lands; to wit;

A portion of the N1/2 Section 21, T120N, R43W

to such extent as may be necessary and proper to slope the following described road or public highway County Road No. 51

And the said grantor s do _____, hereby release the County of Swift, of the State of Minnesota, its successors and assigns, from all claims for any or all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance and use of a public highway over and upon removal of materials from the premises hereby conveyed and from the uses incident thereto, County of Swift of the State of Minnesota shall have the right to construct and maintain, upon the lands adjoining the parcel hereby conveyed, such portable snow fences as it may from time to time deem necessary, together with the right to have the telephone and power companies construct and maintain, their pole lines on the easement line, which shall be fifty feet (50') from the center line of said road, and have the crossarms there of extend over the said line and including the right to trim trees when necessary, the right to extend the backslope beyond said easement line in all cases where it is necessary to secure a minimum 5:1 slope. The grantor s hereby agree to remove the fence along said road to said easement line upon ten days notice by said grantee to permit the performance of said work.

Special Provisions low AREAS where fence tops will be filled
to permit flooding out of water.

Dated at 6-14-91 this 14 day of June 19 91

(Witness) Sheldon Rieppel
Janice Rieppel

(Owner's Signature)

State of Minnesota, }
COUNTY OF..... }

On this.....day of....., 19....., before me personally appeared
....., to me known to be
the person.....described in and who executed the foregoing instrument and acknowledged that.....
executed the same as...../res act and deed.

Exhibit B

MINNESOTA RIVER STATE TRAIL
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE TOWNSHIP OF APPLETON

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the Township of Appleton, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 85.015, sub.22, to establish, develop, maintain and operate the Minnesota River State Trail; and

WHEREAS, the State and the Town are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the Town administers and maintains a public road identified as the "240th Avenue SW" and located in: Sec. 20/21, T120N, R43W, Swift County, as shown on the map, which is attached and incorporated into this agreement as Exhibit A; hereinafter referred to as the "Township Road"; and

WHEREAS, the State and Town have determined that providing a trail corridor along the Township Road; hereinafter referred to as the "Trail", for the Minnesota River State Trail is of high priority; and

WHEREAS, the State, in consultation with the Town, shall design and construct the Trail Corridor along the Township Road; and

WHEREAS, the State shall manage and administer the Minnesota River State Trail as established; and

WHEREAS, upon completion the Town shall maintain its ownership as described in Exhibit A; and

WHEREAS, a resolution or copy of the Town council/board meeting minutes authorizing the entities to enter into this agreement is attached and incorporated into this agreement as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall develop preliminary and final plans and specifications required for the development of the Trail along the Township Road. The Trail shall meet the requirements of the Americans with Disabilities Act (ADA), and the American Association of State Highway and Transportation Offices (AASHTO) Guide for the Development of Bicycle Facilities.
- b. The State shall permit the Town to review and approve the preliminary and final plans and specifications for the Trail as proposed by the State.
- c. The State shall permit the Town to review and approve any alterations to the Trail as shown in the Plans. Proposed alterations to the Trail shall meet the requirements of the ADA, and the American Association of State Highway and Transportation Offices (AASHTO) Guide for the Development of Bicycle Facilities.
- d. The State shall be permitted to review and approve any alterations to the Township Road that may affect the Trail.

- e. The State will encumber funds for construction of the Trail through the standard internal purchasing process including, but not limited to, a separate requisition request.
- f. The State shall provide funding assistance to the Town for minor maintenance of the Township Road resulting from the construction of the Trail through a separate agreement to be agreed upon at the time of construction.
- g. The State shall operate and maintain the Trail consistent with all local, state, and federal laws, regulations and rules that may apply to the management, operation and maintenance of the Trail.
- h. The State will provide and install the appropriate signage for the Trail. The State shall also provide all trail related informational signs for the Trail as determined by Department of Natural Resources policy.
- i. Upon completion of the Trail construction, the State shall have sole responsibility for the administration, operations and annual maintenance of all Trail associated improvements.

II. TOWN DUTIES AND RESPONSIBILITIES

- a. The Town shall permit the State to construct a segment of the Trail along the "Township Road" in the Township of Appleton.
- b. The Town will be permitted to review and approve the preliminary and final plans for the Trail proposed by the State to the Trail.
- c. The Town shall provide written comments to the State's Designated Contact within 14 days of the Town's receipt of the preliminary or final plans from the State.
- d. The Town may complete minor maintenance of the Trail Corridor, following completion of the construction of the Trail Corridor, to address issues that resulting directly from the construction of the Trail Corridor and have not been addressed by the State to the satisfaction of the Town.
- e. The Town shall permit the State to review and approve any alterations to the Trail or the Township Road proposed by the Town. Proposed alterations to the Trail shall meet requirements of the ADA and the American Association of State Highway and Transportation Offices (AASHTO) Guide for the Development of Bicycle Facilities.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(g)(h)(i) above, however, the total obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State may provide funding assistance to the Town under Article I (f) above, through a separate maintenance agreement with the Town that are to be agreed upon prior to the construction of the Trail. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The Town's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* November 15, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* November 15, 2039, for a period of twenty five (25) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the Town relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The Town hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the Town.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the Town by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the Town notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The Town and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Town under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the Town or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement 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 Town individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement 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 agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources
Trails and Waterways Division Area (4A) Supervisor
164 Co. Rd. 8 NE
Spicer, MN 56288

The Town

Township of Appleton
Swift County Courthouse
301 14th St. N.
Benson, MN 56215

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: [Signature]

Title: Deputy Director, Parks and Trails Division

Date: 12-4-14
Sara

TOWNSHIP OF APPLETON

By: [Signature]

Title: Chairman

Date: 11/13/14

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: [Signature]

Title: Signed by Adv 12/15/14

Date: [Signature]
(Effective Date)

TOWNSHIP OF APPLETON

By: Randall Risch

Title: CLERK

Date: 11-13-14

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: [Signature]

Date: Nov 3, 2014

Contract: 85726

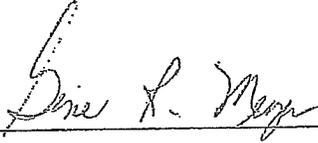
Jeremy,

Here is the documentation you needed.

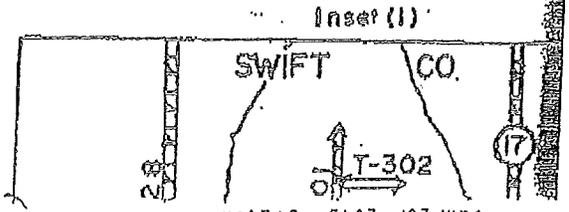
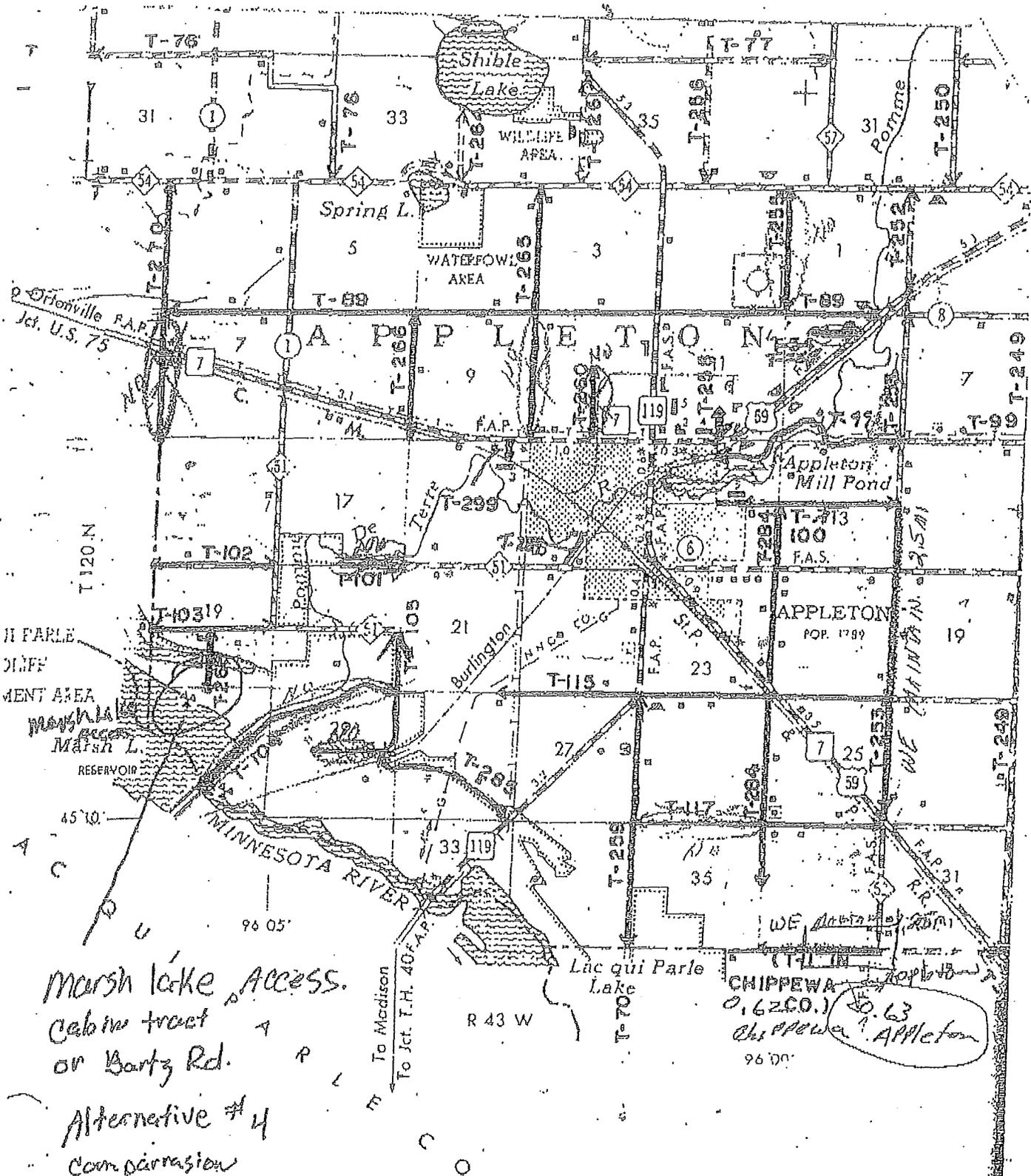
Thanks,

Sonya Allpress

This statement is to document that Appleton Township has maintained township road 240th Avenue SW located in Sec. 20/21, T12 N, R 43W, Swift County for the past 50+ years by blading the road as needed and mowing the ditches as needed through the year.



Gene Meyer, Chairman



RESOLUTION

APPLETON TOWNSHIP

WHEREAS, Appleton Township is interested in promoting outdoor recreational activities in the county/township, and

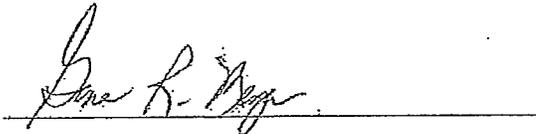
WHEREAS, the Minnesota Department of Natural Resources is interested in constructing a trail along Appleton Township road 240th Avenue SW and located in Sec. 20/21, T 120 N, R 43W, Swift County.

WHEREAS, the Minnesota Department of Natural Resources is interested in entering into an agreement (See Attachment A) with Appleton Township to construct the trail along Appleton Township road 240th Avenue SW and located in Sec. 20/21, T12 N, R 43W, Swift County.

NOW THEN BE IT RESOLVED, that the Township Board approves allowing the Chair and the clerk to sign the agreement after the DNR has signed the agreement to encumber the necessary funds.

BE IT FURTHER RESOLVED, that the County Engineer is authorized to work with the DNR on behalf of the Township.

APPLETON TOWNSHIP BOARD OF SUPERVISORS



Gene Meyer, Chairman

ATTEST:

I, Randall Risch, Clerk for Appleton Township, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Appleton Township Board of Supervisors on the 6th day of October 2014.



Randall Risch, Appleton Township Clerk

RESOLUTION

SWIFT COUNTY

WHEREAS, Swift County is interested in promoting outdoor recreational activities in the county, and

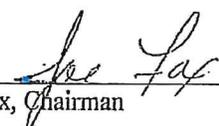
WHEREAS, the Minnesota Department of Natural Resources is interested in constructing a trail along Swift County Road 51 from the City of Appleton to Marsh Lake Dam, and

WHEREAS, the Minnesota Department of Natural Resources is interested in entering into an agreement (See Attachment A) with Swift County to construct the trail along County Road 51.

NOW THEN BE IT RESOLVED, that the County Board approves allowing the Chair and the Administrator to sign the agreement after the DNR has signed the agreement.

BE IT FURTHER RESOLVED, that the County Engineer is authorized to work with the DNR on behalf of the County.

SWIFT COUNTY BOARD OF COMMISSIONERS



Joe Fox, Chairman

ATTEST:

I, Michel Pogge-Weaver, Administrator in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 16th day of September 2014.



Michel Pogge-Weaver, Swift County Administrator



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

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: Discussion of MnDOT TH 29 Project past the Courthouse.	
AGENDA YOU ARE REQUESTING TIME ON: November 1, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: MnDOT will be replacing ADA ramps and sidewalks before doing a mill and overlay on TH 29 in 2017	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING: NA

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



Request for Board Action

BOARD MEETING DATE:
January 5, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider changes to AMC delegate appointments	
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 County's current delegates are as follows: Joe Fox, Gary Hendrickx, Pete Peterson, Eric Rudningen and Ed Pederson. The County is allowed up to 8 voting delegates, and previously had appointed the Highway Engineer, CSSA Director and County Administrator. Consider whether you want to add any or all of those three, or others, as delegates for the Annual Conference.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Review and take an action, or leave as is
COMMENTS: n/a	COMMENTS: n/a

RESOLUTION

**APPOINTING SWIFT COUNTY DELEGATES
FOR AMC**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED that the following individuals are selected as voting delegates to AMC:

Joe Fox, Swift County Commissioner
Gary Hendrickx, Swift County Commissioner
Edward Pederson, Swift County Commissioner
Pete Peterson, Swift County Commissioner
Eric Rudningen, Swift County Commissioner
Andy Sander, Swift County Engineer
Catie Lee, Swift County CSSA Director
Janice Fransen, Interim Swift County Administrator

Adopted on a _____ vote by the Swift County Board of County Commissioners
the 1st day of November 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

Jan Fransen

From: Laurie Klupacs <lklupacs@mncounties.org>
Sent: Friday, October 21, 2016 5:53 PM
To: Jan Fransen
Subject: AMC Voting Delegate Confirmation for AMC Annual Conference
Importance: High



October 21, 2016

The Association of Minnesota Counties Annual Conference is nearing. A few important details need to be taken care of, most important of which are the designated voting delegates from each county. Our records show the following persons as voting delegates for your county:

1. Edward Pederson, Swift County Commissioner
2. Eric Rudningen, Swift County Commissioner
3. Gary Hendrickx, Swift County Commissioner
4. Joe Fox, Swift County Commissioner
5. Pete Peterson, Swift County Commissioner
- 6.
- 7.
- 8.

AMC Bylaws - ARTICLE VIII

ASSOCIATION DELEGATES AND DISTRICTS

Section 1. Association Delegates. Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association.

We would appreciate delegate confirmation by Friday, November 4, 2016.

November 4, 2016. Please email me at lklupacs@mncounties.org, or fax the changes to 651-224-6540. If you do not respond by the deadline, we will assume that our records are correct and only those persons listed on this form will be eligible to vote at the AMC

Annual Conference.

Don't forget to showcase your county by donating a gift from your county for the door prize drawing, which will take place on the morning of Tuesday, December 6th.

Thank you for your timely response and I look forward to seeing you at the Hyatt Minneapolis on December 5-6, 2016.

Association of Minnesota Counties | 125 Charles Avenue, St. Paul, MN 55103-2108 | www.mncounties.org



Request for Board Action

BOARD MEETING DATE:
November 1, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Pat Langan for appointment to the SCBHS Board of Director to fill the vacancy created by the resignation of Mike Pogge-Weaver.	
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: Please see attached letter. As indicated, this appointment would help to round out the composition of the SCBHS Board by bringing Mr. Langan's health care expertise on board. This could be important to the USDA funding picture, as they do request information related to the structure and composition of the board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? SCBHS Board	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.



Swift County - Benson Health Services
1815 Wisconsin Avenue
Benson, MN 56215

October 26, 2016

Jan Fransen, Interim Swift County Administrator
Swift County Courthouse
PO Box 207
Benson, MN 56215

Dear Ms. Fransen,

The Swift County- Benson Health Services Board of Directors, would like to submit community member Pat Langan for appointment to the SCBHS Board of Directors. If appointed Mr. Langan would serve as a County appointee.

It is critical, during this ever changing time in health care, that we have Board members who bring knowledge and experience in the health care industry. With Mr. Langan, we would not only have a strong voice for our community but one that has experience in the health care industry. The SCBHS Executive Committee evaluated the Board dynamics and felt Mr. Langan would bring a wealth of knowledge and experience to an already well qualified Board. Mr. Langan is an employee of United Health, a large commercial insurance company. This experience and the knowledge it brings would be a great asset to the Board in identifying current healthcare industry struggles as well as future trends.

During our application process with USDA, we were required to provide resumes for each of our current Board members. In completing this request for information, what stood out was the question posed regarding the healthcare experience of our current directors. We feel, with the appointment of Mr. Langan, that we will achieve what the USDA is looking for in our Board structure. Our current Board experience consists of the following: Financial and Business Experience - 4 members; Government Experience – 2 members; Health Care Experience – 2 members

The SCBHS Board of Directors are very dedicated to their positions and responsibilities. They attend Board Education conferences up to three times a year and participate in Committees within the Health care operations of SCBHS. All of these commitments are on their own time.

It is imperative that SCBHS continues with a Board of Directors that is dedicated to delivering the best quality of care in the most cost effective way, while having an eye on future changes in our community and the healthcare industry. We feel Mr. Langan is a well-qualified appointee that would bring great value to the Board. Thank you for your consideration of our recommendation.

Kind Regards,

Kurt Waldbillig, SCBHS CEO



Request for Board Action

BOARD MEETING DATE:
February 18, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2017-2019 Labor Agreement between Law Enforcement Labor Services Local No. 10 and Swift County.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County is in the process of renegotiating labor agreements with all four of the County's union groups. All of the labor agreements expire as of December 31, 2016. A tentative agreement has been reached with LELS Local No. 10. The major changes in the contract includes: <ol style="list-style-type: none"> 1. Increase county paid life insurance from \$20,000 to \$30,000. 2. 2017 employee monthly insurance contribution: CMM S-\$79.25/F-\$526.00; VEBA S-\$35.75/F-\$449.50; HSA S-\$0/F-\$241.50. For 2018 & 2019, the lowest cost plan will be no cost for single, and for other plans the employee will split the difference 50% . For dependent, the County and employee will split cost of increase 50/50. 3. On 1/1/17 all positions will move up one grade on the pay plan and all employees will move down one step. They will remain eligible for a step increase in 2017. In effect this will result in a 3% increase for all employees on 1/1/17 and a 3% increase for all employees on their anniversary dates. 4. The agreement provides for the following COLA adjustments on the wage table, plus all employees will remain eligible for a step increase: 2% on January 1, 2018, 2% on January 1, 2019. <p>Members of this group have ratified the proposed agreement. The County's negotiating team is recommending approval of the agreement as presented.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: Reviewed by the County's Labor Attorney	COMMENTS: None

RESOLUTION

**APPROVING 2017-2019 LABOR AGREEMENT BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 10
AND SWIFT COUNTY**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2017-2019 Labor Agreement between Law Enforcement Labor Services, Inc. Local No. 10 and Swift County is approved and the Board Chairman 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 1st day of November 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

Amanda Ness
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

Summary of Contract Changes
LELS Local 10

1. Amend contract to reflect the MOU dated December 2, 2014.
2. **Article XII. 12.1.** Delete last sentence. (About Easter Sunday)
3. **Article XII. 12.4.** After Good Friday delete “(one-half [1/2] day)” and replace with “(50% of the hours worked will be paid at one and one-half (1 ½) times their regular rate)”
4. **Article XII. 12.4.1.** Add Easter Sunday before Christmas Eve.
5. **Article XII. 12.4.2.** Revise to the following: “In addition to the above, all employees shall receive on (1) floating holiday (8 hours for full-time employees and 4 hours for part-time employees), which shall be taken at the time of their choice or paid out at regular base pay.”
6. **Article XII. 13.1.** Revise to the following: “ARTICLE XIII VACATIONS only applies to employees that started on or before December 31, 2013 and did not choose to convert to PTO under Article XVI.”
7. **Article XIV. 14.1.** Revise to the following: “ARTICLE XIV SICK LEAVE only applies to employees that started on or before December 31, 2013 and did not choose to convert to PTO under Article XVI.”
8. **Article XIV. 14.7.** Change “days” to “shifts” for funeral leave.
9. **Article XII. 15.1.** Revise to the following: “ARTICLE XV SEVERANCE PAY only applies to employees that started on or before December 31, 2013 and did not choose to convert to PTO under Article XVI.”
10. **Article XVI. 16.10.** Add the following: “PTO can be used after 6 months of employment. However, during an employee’s first six months of employment, an employee may use up to 6 days of accrued PTO time for personal and family medical needs.”
11. **Article XVI. 16.11.** Add the following: “Employees shall be granted up to three (3) shifts of funeral leave to be taken within seven days following a death in the immediate family; said three shifts of funeral leave shall not be charged to the employee’s PTO accrual. Immediate family shall be defined as spouse, brothers, sisters, sons, daughters, parents, brother-in-law, sister-in-law, grandparents, and grandchildren of either the employee or the employee’s spouse. Employees will be allowed one day of sick leave to attend any other funeral.
12. **Article XVIII. Salary Rates.** Add the following sentence: “At the time of hire, an employee may be placed at a higher step with the mutual agreement of the County Board and County Sheriff.”

- 13. **Article XXIII.** Update years to 2017, 2018, and 2019 where appropriate.
- 14. **Article XXIII. 23.2** Increase employer paid life insurance from \$20,000 to \$30,000.
- 15. **Article XXIII. 23.4 Section 1.** Replace entire section as follows:

The employer shall make available group hospital and medical insurance for all full-time employees and their dependents. For 2017 employees will monthly pay the following toward the cost of group hospital and medical insurance coverage:

	<u>Single</u>	<u>Family</u>
Plan #1 (CMM)	\$79.25	\$526.00
Plan #2 (VEBA)	\$35.75	\$449.50
Plan #3 (HSA)	\$0.00	\$241.50

For 2018 and 2019, the lowest cost plan will be offered at no cost to the employee selecting single coverage. Employees opting for a plan other than the lowest cost plan shall pay the 50% of the difference between the lowest cost plan and the plan they select.

For 2018 and 2019, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

Notes: For family coverage, these are the same employee contribution rates from 2016 and are the highest the rates will be in 2017. Depending on the final September utilization report that will be received in early October these rates could go down; however, right now that may not occur.

- 16. **Article XXIII. 23.4 Section 1.** Add the following sentence: “The CMM Plan will be discontinued and no longer offered after December 31, 2018.”

Background: Currently there are only 10 employees on the CMM. Once we drop below 10 PreferredOne can force the County to discontinue the plan at that point, unless the County has a transition plan in place. The number of policies in this plan has steadily declined and it is very possible we will fall below 10 in 2017. With this language we can keep the plan through 2018 without any midyear disruptions to employees.

- 17. **Article XXIII. 23.4 Section 3.** Delete “For 2014 all VEBA and HSA employer contributions will be fully funded. For 2014 employees will only need to complete a health questionnaire.”
- 18. **Article XXIII. 23.4 Section 3.** Change “For 2015, employees will need to complete a health questionnaire, possibly diagnostic (biometric) testing, and 3 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.”

to

“Employees will need to complete up to 5 health wellness program points. The county agrees to offer a minimum of 12 health wellness program points throughout the year.”

19. **Article XXIII. 23.7.** Replace as follows:

Employees whose schedule is normally less than 24 hours per week, but who generally work at least 24 hours per week, will have their starting pro-rated share of health insurance expenses set at 60% of the employer’s portion. On December 1st of each year, these employees will have their average work week hours calculated based upon the average weekly hours worked during the preceding January 1st through November 30th period. Only weeks of employment will count towards the average. For the first six months of employment of a part-time employee, a 24 hours per week average shall be used versus accrual hours worked. That average will then be used to set their pro-rated amount for the next ~~December-January~~ 1st through ~~November 30th~~ December 31st period.

20. **Article XXIV. 24.1.** Change full-time Deputy uniform allowance from \$700 to \$710 for 2017 and \$735 per year starting in 2018.

21. **Article XXIV. 24.3.** Add the following to the last sentence: “starting in 2018.”

22. **Article XXIV. 24.4.** Change Communication & Corrections Officers uniform allowance from \$450 to \$460 for 2017 and \$485 per year starting in 2018.

23. **Article XXVI. County Business** Change to refer to County Policy 201.110.

24. **Article XXVI. Change 26.1 5** to: All request for reimbursement must be on the property form, include itemized receipts and be approve by the applicable supervisor or department head.

25. **Article XXVIII. 28.1.** Add the following after the first sentence: “Part-time deputies will receive \$1.44 (one dollar forty four cents) per hour of on-call pay when they are on call, not to exceed \$225.00 per month.”

26. **Article XXVIII. 28.1.** Add the following to the end: “Employees must reside in Swift County and have access to a take home squad at their principal residence in order to be eligible for on-call/standby pay.”

27. **Appendix A – Classification.** The County will agree to the following:

As of January 1, 2017, all positions will move up one Grade on the pay plan and all employees will move down one step on the pay plan. All employees will remain eligible for a step increase in 2017. Effect, this will result in a 3% increase for all employees on January 1, 2017 and a 3% increase for all employees on their anniversary dates.

As of January 1, 2018 a 2% COLA will be added to the wage table plus all employees will remain eligible for a step increase in 2018.

As of January 1, 2019 a 2% COLA will be added to the wage table plus all employees will remain eligible for a step increase in 2019.

28. Appendix B – County Paid Portion of Dependent/Single Health Insurance Coverage. Update for 2017 and reflect single coverage.

MASTER AGREEMENT
BETWEEN
THE COUNTY OF SWIFT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #10

JANUARY 1, ~~2014~~2017 TO DECEMBER 31, ~~2016~~2019

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ARTICLE I. PURPOSE OF AGREEMENT

- 1.1 This Memorandum of AGREEMENT hereinafter referred to as the AGREEMENT, is entered into between the County of Swift, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Incorporated, hereinafter called LELS. The intent and purpose of this AGREEMENT is to:
 - 1.1.1 Express in written form the complete AGREEMENT between the parties on hours, wages, and other conditions of employment and to specify the duration of this AGREEMENT;
 - 1.1.2 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions as set forth in this AGREEMENT;
 - 1.1.3 Specify the full and complete understanding of the parties;
 - 1.1.4 Insure against any interruptions of work and interference with the efficient and effective rendering of services to the public.
- 1.2 The Employer and LELS, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A for a unit described as follows: All essential employees of the Swift County Sheriffs Department whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year excluding supervisory and confidential employees, or as provided by statute.
- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 No AGREEMENT covering terms and conditions of employment or other matters made between LELS and EMPLOYER shall be binding upon EMPLOYER unless the witnessed signature of the EMPLOYER is affixed thereon.

ARTICLE III. DEFINITIONS

3. 1 The following terms used in this AGREEMENT:

- 3.1.1 LELS: Law Enforcement Labor Services, Incorporated.
- 3.1.2 EMPLOYER: Swift County and its authorized representatives including the Swift County Sheriff.
- 3.1.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in Article II, Section 2.1, herein, working more than fourteen (14) hours per week and more than sixty-seven (67) days per year.
- 3.1.4 PERMANENT EMPLOYEE: A member of the exclusive recognized bargaining unit as defined in Article II, Section 2.1 who has completed the required probationary period and is working more than fourteen (14) hours per week and more than sixty-seven (67) days per year.
- 3.1.5 SENIORITY: Length of compensated continuous service with EMPLOYER from last date of hire.
- 3.1.6 CONTINUOUS SERVICE: Full time service from most recent date of hire, including approved leaves of absence and periods of lay-offs if return from lay-off was upon recall, as established by EMPLOYER.
- 3.1.7 DAYS: Unless otherwise indicated, means working days.
- 3.1.8 LAY-OFF: Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.1.9 PROMOTION: A change of an employee from a position in one work classification to a position in other work classifications within the bargaining unit with increased responsibility and higher compensation.
- 3.1.10 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.1.11 PROBATIONARY PERIOD: The first twelve (12) months of service for Deputy Sheriff and Communications & Corrections Officer.
- 3.1.12 BASE PAY RATE: The employees basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other

special allowances.

- 3.1.13 EMERGENCY: A crisis situation or condition which may be reasonably expected to endanger life or property as defined by the County of Swift.
- 3.1.14 DEPARTMENT: The Swift County Sheriffs Department.
- 3.1.15 SHERIFF: The Law Enforcement Representative of the EMPLOYER.
- 3.1.16 PYRAMIDING: The payment of more than one form of compensation for the same hour of work.
- 3.1.17 FULL MONTH OF SERVICE: An average of 174.00 compensated hours.
- 3.1.18 LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.

ARTICLE IV. UNION SECURITY

- 4.1 In recognition of LELS as the Exclusive Representative:
 - 4.1.1 The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by LELS from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the EMPLOYER and LELS; and
 - 4.1.2. The EMPLOYER shall remit such deductions to the appropriate designated officer of LELS with a list of the names of the employees from whose wages deductions were made; and at times mutually agreed upon by the EMPLOYER and LELS; and
 - 4.1.3. LELS shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.
- 4.2 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER under all provisions of Section 4.1 of this Article, and under provisions of M.S. 179A relating to “fair share.”
- 4.3 LELS may designate certain employees from the bargaining unit to act as steward and shall, within five (5) days of such designation, certify to the EMPLOYER in writing of such choice, and the designation of successors to former steward. The LELS

shall also certify to the EMPLOYER a complete and current list of its officers and representative(s).

- 4.3.1 The EMPLOYER agrees to recognize stewards certified by LELS as provided in this section subject to the following stipulations:
- A. LELS may designate employees from the bargaining unit to act as representatives and shall inform the EMPLOYER of such choice and of any changes in designation in writing.
 - B. Stewards and other employee LELS officers shall not leave their work stations without prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for union business will be limited to the investigation and presentation of grievances.
 - C. The EMPLOYER agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval of the EMPLOYER and without pay, for the purpose of conducting LELS business when such time off will not duly interfere with the operation of the department.

4.3.2 Non-employee representatives of LELS, previously certified to the EMPLOYER as provided herein, shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating grievances if they first attain permission, which shall not be unreasonably withheld, to do so from the EMPLOYER'S designated representative and provided the LELS representative does not interfere with the work of employees. LELS agrees there shall be no solicitations for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other LELS activities on the EMPLOYER'S time.

4.4 The EMPLOYER agrees not to enter into any agreement with employees, individually or collectively, or with any other organization; concerning the terms and conditions of employment for employees in the bargaining unit covered by this AGREEMENT, which in any way conflicts with the provisions of this AGREEMENT.

4.5 The EMPLOYER agrees to publish work rules and regulations and to make copies available to employees.

ARTICLE V. EMPLOYER AUTHORITY

5.1 It is recognized by both parties that accept as expressly stated herein, the EMPLOYER

shall retain whatever rights and authority necessary to operate and direct the affairs of the Swift County Sheriffs Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the method means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- 5.1 .1 Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;
- 5.1.2 Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE VI. SENIORITY

- 6.1 The Sheriff may establish seniority lists structured by work classifications, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:
 - 6.1.1 Be based upon the total length of compensated continuous employment from the most recent date of hire.
 - 6.1.2 Be updated annually and posted in the Sheriffs Department with a copy available to LELS Representatives upon request.
 - 6.1.3 Provide that when an employee, upon recommendation of the Sheriff and approval of the County Board of Commissioners, takes a leave of absence from his/her employment and returns to active employment, having fulfilled all terms and conditions of the leave of absence as established by the EMPLOYER, such employee shall be entitled to credit for all seniority accrued as of the time the leave commenced.
- 6.2 Lay-off shall be in inverse order of seniority within each classification.
- 6.3 Recall from lay-off shall be in order of seniority within each work classification provided that if an employee does not return to work upon recall as directed by the EMPLOYER, or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.

ARTICLE VII. OUTSIDE EMPLOYMENT

- 7.1 Employees must receive prior written approval from the Sheriff before applying for or accepting outside employment. No outside employment will be permitted which involves a conflict of interest, which brings discredit to the employee or the Sheriff's Department, or which otherwise interferes with the performance of their duties. Reasonable requests to work outside employment will not be denied.

ARTICLE VIII. GRIEVANCE PROCEDURE

- 8.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.
- 8.2 It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and will not be subject to the grievance procedure herein set forth. The filing of a grievance or the seeking of remedy through the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through any other means; and filing of a grievance or the seeking of remedy other than in accordance with the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through this AGREEMENT.
- 8.3 **GRIEVANCE PROCEDURE:** Grievances as herein defined, shall be processed in the following manner:

Step 1 - INFORMAL - An employee claiming a violation concerning interpretation or application of the express provisions of this AGREEMENT shall, within Twenty-one (21) days after the first occurrence of the event or such time as the employee reasonably should be aware of the event giving rise to the grievance, present such grievance to his supervisor who is designated for this purpose by the EMPLOYER. The supervisor shall give his oral or written answer within seven (7) days after such presentation.

Step 2 - FORMAL - The grievance shall be referred in writing to the Sheriff or his designated representative within fourteen (14) days after the designated supervisor's answer in Step I and shall be signed by both the employee and the LELS representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The Sheriff or his designated representative, shall discuss the grievance within seven (7) days with the employee and the LELS steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting the settlement shall be reduced to writing and signed by the Sheriff or his designated representative, and LELS if no settlement is reached, the Sheriff or his designated

representative shall give written answer to LELS within seven (7) days following their meeting.

Step 3 - MEDIATION – Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 2. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4 - ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within seven (7) days after the mailing of the EMPLOYER'S written answer in Step 3 as provided in Minnesota Statutes, Section 179A.21. The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of notice of referral and in the event that the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the EMPLOYER and LELS shall have the right to alternately strike two (2) names from the panel. The parties shall by flip of a coin determine who shall strike first and then shall alternate until one (1) name remains who shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the EMPLOYER and LELS requesting that he/she set a time and a place subject to the availability of the EMPLOYER and LELS Representative. The fee and expenses of the arbitrator and any other expenditure required in connection with the arbitration procedure, including special services mutually agreed to by the parties shall be divided equally between the EMPLOYER and LELS; provided, however, that each party shall be responsible for compensating its own representative and witnesses. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. He/she shall consider and decide only the specific issue(s) submitted to him/her in writing by the EMPLOYER and LELS and shall have no authority to make decisions on any other issues not submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension thereof. The decision shall be based solely upon the arbitrators interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to an arbitrator, provided that each grievance will be considered a separate issue and each on its own merits.

8.4 If a grievance is not presented within the time limits set forth above, it shall be

considered "waived.. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal there of within the specified time limits, the employee and LELS may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and LELS representatives involved in each step. Days as used in this Article shall mean calendar days.

- 8.5 Choice of Remedy: If a grievance remains unresolved following Step 3, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration or to procedures such as Veteran's Preference, if applicable. If appealed to any procedure other than arbitration, as set forth in this Agreement, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved Employee from making a subsequent appeal through arbitration as set forth in this Agreement.

ARTICLE IX. EMPLOYER SECURITY

- 9.1 Neither LELS, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined, pursuant to the discretion of the EMPLOYER.

ARTICLE X. PROBATIONARY PERIOD

- 10.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period. Employees shall serve a six (6) month probationary period following a promotional appointment or transfer. A promoted or transferred employee who does not satisfactorily complete the probationary period shall revert back to his/her former classifications or another classification where a vacancy exists, if any.

ARTICLE XI. WORK SCHEDULES - PREMIUM PAY

- 11.1 Employees will receive pay at the classification level they are working.
- 11.2 This Article is intended only to define the normal hours of work and provide the basis

for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

- 11.3 The work year, as measured from January 1 to December 31, is 2080 hours. Any hours over 2080 at the end of the year, that have not been previously paid as overtime will then be paid as overtime.
- 11.4 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Sheriff. Shift assignment schedules will be posted a minimum of 30 days in advance.
- 11.5 Employees shall be compensated at one and one-half (1 ½) times the employee's regular base rate of pay for hours worked in excess of the regularly scheduled shift. Changes in shifts shall not qualify an employee for overtime pay.
- 11.5.1 Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime premium.
- 11.5.2 Overtime may be converted to compensatory time in lieu of overtime pay at the employees choice and with the approval of the Sheriff. Compensatory time would be calculated the same as overtime pay; that is at one and one-half (1 ½) hours for each hour worked in excess of their regular scheduled shift. Employees will be allowed to carry over one hundred Ninety Two (192) hours of compensatory time from year to year.
- 11.6 Part-time employees shall be compensated at one and one-half (1½) times the employee's regular base rate of pay for all hours worked in excess of eighty (80) hours in a fourteen (14) day period. Assignment to overtime and night shifts shall be at the discretion of the EMPLOYER. Employees shall be required to work overtime and night shifts unless excused by the EMPLOYER. Employees who refuse to work assigned shifts or overtime may be subject to disciplinary action as determined by the Sheriff.
- 11.7 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this AGREEMENT, nor shall there be any pyramiding of premium compensation.
- 11.8 Employees may voluntarily switch shifts provided that such switches ensure sufficient qualified personnel. Such switches shall not obligate the EMPLOYER for overtime pay. No switch in shifts shall be allowed unless the prior approval of the EMPLOYER is obtained. Reasonable requests to trade shifts with other employees will not be denied.
- 11.9 Part-time employees are entitled to all the following benefits on a pro-rated basis:
Holidays, sick leave and vacations (or PTO if hired after December 31, 2013) and holidays. Part-time employees will be credited with vacation and, sick leave (or PTO if hired after December 31, 2013) and holidays at the end of each calendar year in the first

week of December based on the compensated hours in the past 12 months in relationship to 2,080 hours. (Compensated hours divided by 2,080).

- 11.10 Deputy-In-Charge: Each employee designated as “Deputy in Charge” shall receive an additional five percent (5%) salary over their base rate of pay for each hour worked as “Deputy in Charge.”

ARTICLE XII. HOLIDAYS

- 12.1 All employees for whom a holiday is a scheduled day of work shall be paid one and one-half (1 ½) times their regular rate of pay for the work performed on the holiday. ~~Easter Sunday shall be included as a holiday for which employees working receive one and one-half (1 ½) times their regular rate of pay.~~

Any employee who is called into work 24-hours or less prior to the start of the shift on a holiday, on that designated Holiday will receive 3 times their base rate of pay for all hours worked on the Holiday.

- 12.2 All full time employees (Deputy Sheriffs and Communications & Corrections Officers) and permanent part-time employees shall work holidays as scheduled and shall receive a lump sum payment in the middle of December of each year equal to ten and one-half (10 ½) days pay at the employee's rate on the day the holidays occurred. Part-time employees shall receive this as a pro-rated benefit per 11.109.

- 12.3 Employees in non-continuous shift operations shall receive the following days off with pay as holidays.

- 12.4 Holidays are defined as:

New Years Day - January 1

Martin Luther Kings Birthday - Third Monday in January

Presidents Day - Third Monday in February

Good Friday - ~~(one half [½] day)~~ 50% of the hours worked will be paid at one and one-half (1 ½) times their regular rate)

Memorial Day - Fourth Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving

Christmas Day – December 25

- 12.4.1 ~~————~~ Employees who work on Easter Sunday and December 24th, (Christmas Eve)

~~receives~~ ^{shall} shall receive 1 ½ times regular base pay for all hours worked on the holiday.

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- 12.4.2 In addition to the above, all employees shall receive one (1) floating Holiday (8 hours for full-time employees and 4 hours for part-time employees), which shall be taken at the time of their choice or paid out at regular base pay.

ARTICLE XIII. VACATIONS

- 13.1 ARTICLE XIII VACATIONS only applies to employees that started on or before December 31, 2013 ~~or those employees who~~ and did not choose to convert to PTO under ARTICLE XVI.
- 13.2 All permanent full time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the first year of employment.
- 13.3 Full time employees shall accrue monthly vacation benefits in accordance with the following schedule based upon years of continuous service.
- | | |
|---------------|---------|
| 0 - 5years | 1 day |
| 6 - 10years | 1 ¼days |
| 11- 15years | 1 ½days |
| 16 -20years | 1 ¾days |
| 20 plus years | 2 days |
- 13.4 Employees may carry over a maximum of 24 days vacation leave from one calendar year to the next.

ARTICLE XIV. SICK LEAVE

- 14.1 ARTICLE XIV SICK LEAVE only applies to employees that started on or before December 31, 2013 and did not ~~or those employees who~~ choose to convert to PTO under ARTICLE XVI.
- 14.2 Sick leave shall be earned by permanent full time employees at the rate of eight (8) hours for each month of service.
- 14.3 Unused earned sick leave may be accumulated to a maximum of one hundred (100) days.
- 14.4 Sick leave may be authorized for actual illness or injury, legal quarantine, acute dental or medical treatment necessitating the employee's absence or for serious illness in the employee's immediate family when the employee's presence is necessary. Immediate family for the purposes of this section shall be defined as spouse, children, parents. Sick leave usage shall be subject to approval and verification by the EMPLOYER who may require the employee to furnish a report

from a recognized medical authority attesting to the necessity of the leave or other information the EMPLOYER deems necessary.

- 14.5 To be eligible for sick leave payment an employee must notify the EMPLOYER or his/her designee prior to the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYER determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 14.6 An employee injured on duty and eligible for Worker's Compensation benefits may elect to use sick leave or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed his/her normal full pay.
- 14.7 Employees shall be granted up to three (3) ~~days-shifts of~~ funeral leave to be taken within seven days following a death in the immediate family; said three ~~shifts of days~~-funeral leave shall not be charged to the employee's sick leave or vacation accrual. Immediate family shall be defined as spouse, brothers, sisters, sons, daughters, parents, brother-in-law, sister-in-law, grandparents, and grandchildren of either the employee or the employee's spouse. Employees will be allowed one day of sick leave to attend any other funeral.
- 14.8 Employees earning days of sick leave after the one-hundred (100) day accumulation is reached, shall be paid in cash at the current rate of pay at the end of each month. Any days used from the one-hundred (100) day accrual must be replaced before payment is made.
- 14.9 Employees will be granted parenting, family or medical leave as provided by law, and/or as provided for by Swift County personnel policy.
- 14.10 All paid benefits, including health insurance are to be paid based on law and County Personnel Policy while an employee is on paid leave or due to an injury occurring on duty.

ARTICLE XV. SEVERANCE PAY

- 15.1 ARTICLE XV. SEVERANCE PAY only applies to employees that started on or before December 31, 2013 ~~and did not or those employees who choose~~ to convert to PTO under ARTICLE XVI.
- 15.2 Employees terminating employment with Swift County shall receive as severance pay, 50% of all accumulated unused sick leave to their credit, not to exceed one-hundred (100) days. Current daily rates of pay will be used in determining amount received.

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ARTICLE XVI. PAID TIME OFF (PTO) PLAN

16.1 Employees hired on or after January 1, 2014 and after will automatically be placed on the PTO Plan. Employees hired on or before December 31, 2013 may remain on the current vacation and sick leave plans or opt to convert to the PTO plan. Once an employee chooses to convert to the PTO plan they cannot convert back.

16.2 Conversion Options. Optional for employees hired before January 1, 2014. Employee must make election by February 1, 2014 with the conversion and transition occurring on March 1, 2014.

Unused accrued vacation balances shall be converted hour-for-hour to the PTO account of each employee.

Unused accrued regular sick leave may be converted in one of two ways. Each employee will determine how to convert his or her own individual sick leave balances. A combination of both methods may be utilized. In that case, the employee will indicate how many hours of accrued sick leave will be converted via method one and how many hours will be converted via method two. The sick leave conversion decision is a one-time decision and is irrevocable.

- a. Sick Leave Conversion Method One – earned, accrued sick leave will be converted hour-for-hour to the Extended Sick Leave Bank (ESLB).
- b. Sick Leave Conversion Method Two – earned, accrued sick leave will be converted to PTO according to the following schedule:

0 to 5 years	10% of unused sick leave
6 to 10 years	25% of unused sick leave
11 to 15 years	50% of unused sick leave
16+ years	60% of unused sick leave

16.3 Extended Sick Leave Bank

The ESLB shall be available only to employees hired prior to January 1, 2014 and shall be funded by sick leave converted from the sick leave banks of those employees that were in existence prior to the creation of PTO.

For employees hired prior to January 1, 2014, absence due to illness, disability or injury may be taken from the ESLB or from the PTO Plan, at the employee's choice. However, the supervisor may require acceptable medical verification before approving use of ESLB time.

ESLB shall be paid 50% of their ESLB not to exceed 400 hours upon termination of employment.

- 16.4 All regular full-time employees shall accrue paid PTO in accordance with the following schedule, which shall be prorated based on full time equivalency:

<u>Length of Service</u>	<u>Annual F.T.E</u>
0 through 2 years	136 hours (17 days)
After 2 through 6 years	160 hours (20 days)
After 6 through 10 years	192 hours (24 days)
After 10 through 15 years	224 hours (28 days)
After 15 through 20 years	248 hours (31 days)
After 20 years	280 hours (35 days)

An employee may utilize PTO to the extent that it is earned.

- 16.5 Accumulation of PTO days is permitted but shall not exceed six hundred (600) hours for employees hired prior to January 1, 2014 and four hundred (400) hours for employees hired on or after January 1, 2014. Any excess hours are forfeited. PTO will be accrued only when the employee is on compensated payroll status. If the employee is not on fully compensated status, PTO will accrue on a pro-rata basis. "Compensated payroll status" means PTO time, working time or compensatory time.
- 16.6 Any employee with more than one (1) year of service who leaves the employment of the Employer by reason of death, disability, retirement, or resignation in good standing will be paid for his or her unused accrued PTO time. Resignation in good standing means providing a written resignation a minimum of 14 days before its effective date and the resignation is accepted by the County Board when no charges or allegations of misconduct are pending against the employee.
- 16.7 PTO can be used for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.
- 16.8 Non-emergency use of PTO must be requested in advance according to departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO request may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO may subject the employee to disciplinary action.

16.9 Medical Certification: A doctor's certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee's position may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

16.10 PTO can be used after 6 months of employment. However, during an employee's first six months of employment, an employee may use up to 6 days of accrued PTO time for personal and family medical needs.

16.11 Employees shall be granted up to three (3) shifts of funeral leave to be taken within seven days following a death in the immediate family; said three shifts of funeral leave shall not be charged to the employee's PTO accrual. Immediate family shall be defined as spouse, brothers, sisters, sons, daughters, parents, brother-in-law, sister-in-law, grandparents, and grandchildren of either the employee or the employee's spouse. Employees will be allowed one day of sick leave to attend any other funeral.

ARTICLE XVII. MILITARY RESERVE TRAINING

17.1 Any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his base rate for the period of such training not to exceed fifteen (15) calendar days per calendar year.

ARTICLE XVIII. SALARY RATES

18.1 Employees covered by this AGREEMENT as defined in Article II, Section 2.1, herein shall be compensated for each full month of service in accordance with the schedule and provisions attached to this AGREEMENT as APPENDIX A.

18.2 Step salary increases shall be granted on an employee's anniversary date to their current position, as long as an employee is achieving a satisfactory performance evaluation. A step increase shall be effective for work performed on and after the employee's anniversary date to their current position. Denial of a salary increase due to work performance issues requires a special performance evaluation to be completed at least sixty (60) days prior to the employee's anniversary date. A copy of the special performance evaluation denying a step increase shall be provided to the Union representative at least forty-five (45) days prior to the employee's anniversary date.

The employer shall complete a supplemental performance review within six (6) months of an unsatisfactory performance evaluation in which a salary increase was withheld. If the employee received a satisfactory performance evaluation on the supplemental

~~performance evaluation then the employee shall receive the salary increase they would have otherwise been entitled to effective the date of the supplemental performance review. Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period following the date on which the employee becomes qualified and authorized to receive the adjustment.~~

18.3 General wage adjustments to the pay plan shall be effective for work performed on and after the effective date.

18.4 At the time of hire, an employee may be placed at a higher step with the mutual agreement of the County Board and the County Sheriff.

ARTICLE XIX. LONGEVITY

~~19.1 Full and Part-time employees shall receive one cent per hour longevity pay for each year of service with the County, which shall be added to their hourly rate of pay. Employees shall be credited with past year of service with the County when computing this pay, which shall be added to their hourly rate of pay January 1, 1980. Thereafter, longevity pay shall be added to the hourly rate of pay on the beginning of the first payroll period following the employee's anniversary date.~~

ARTICLE XIX. DISCIPLINE

2019.1 Employees will be disciplined only for just cause.

2019.2 Disciplinary actions will be one of the following forms::

- a) Discharge; or
- b) Written reprimand; or
- c) Suspension; or
- d) Oral reprimand; or
- e) Demotion.

Both the Employer and the Union agree that the above listed types of discipline are not to imply a sequence of events.

2019.3 Employees who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedures as established by ARTICLE VII (GRIEVANCE PROCEDURE).

2019.4 Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the employee and LELS.

- | 2019.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal working days prior to the discharge becoming effective. The appeal of a discharge may be initiated by LELS at Step 2 of the grievance procedure.
- | 2019.6 An employee called in for an internal investigation or interview will be informed by the EMPLOYER or investigator of their right to be represented by union representative or legal counsel during questioning. The EMPLOYER agrees to abide by the requirements of the Minnesota Peace Officers Discipline Procedures Act (see state statute).
- | 2019.7 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER. An employee may place a written response to specific charges recorded in his/her personnel file into the file.
- | 2019.8 During the probationary period a newly hired or rehired employee may be discharged without right of grievance or appeal.

| **ARTICLE XXI. CONSTITUTIONAL PROTECTION**

- | 2120.1 Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions and state and federal statutes.

| **ARTICLE XXII. CALL BACK/COURT TIME**

- | 2221.1 An employee who is called out to perform work services on other than his/her scheduled shift, shall receive a minimum of three (3) hours at time and one-half (1 ½) his/her normal base rate of pay. An extension of a shift or an early start to a shift shall not be considered a call back for the purposes of this Section.
- | 2221.2 An employee who is required to appear in Court because of his/her position as an employee, shall receive a minimum of two (2) hours pay at time and one-half (1 ½) his/her normal base rate of pay. Such pay shall be available only if the Court appearance is at other than regular scheduled duty times.
- | 2221.3 The number of hours actually worked, not the three (3) hour minimum shall be used for determining eligibility for overtime in accordance with ARTICLE XI, Section 11.4.

| **ARTICLE XXIII. INSURANCE**

- | 2322.1 The EMPLOYER shall provide each employee with group health insurance coverage. An employee may provide health insurance coverage for his/her dependents in

accordance with the terms of the group insurance policy. Premium payments shall be made in accordance with Section 22.2, Section 22.3, Section 22.4, Section 22.5, Section 22.7 and Section 22.8.

~~2322~~.2 The EMPLOYER shall provide each full-time employee with Group Term Life Insurance in the amount of ~~\$2030~~,000 at no cost to the employee. The employee may provide life insurance coverage for his/her dependents in accordance with the terms of the group insurance policy through authorized payroll deductions.

~~2322~~.3 SECTION 1. The EMPLOYER shall provide short and long term disability insurance coverage for each full time employee of \$800 and \$1,000 per month respectively.

SECTION 2. The EMPLOYER and the Union agree to negotiate any changes in insurance coverage as currently provided.

~~2322~~.4 SECTION 1. The employer shall make available group hospital and medical insurance for all full-time employees and their dependents. For 2017 employees will monthly pay the following toward the cost of group hospital and medical insurance coverage:

	Single	Family
Plan #1 (CMM)	\$79.25	\$526.00
Plan #2 (VEBA)	\$35.75	\$449.50
Plan #3 (HSA)	\$0.00	\$241.50

For 2018 and 2019, the lowest cost plan will be offered at no cost to the employee selecting single coverage. Employees opting for a plan other than the lowest cost plan shall pay the 50% of the difference between the lowest cost plan and the plan they select.

For 2018 and 2019, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

~~The CMM Plan will be discontinued and no longer offered after December 31, 2018. The Employer shall provide and pay for 100% of group hospital and medical insurance for all full-time employees. Dependent health and medical coverage will be made available to qualified employees. During 2014, insurance will be paid as follows: employee will pay \$515.00 monthly co-pay for Plan #1 (\$500 deductible plan) dependent coverage, \$440.00 monthly co-pay for Plan #2 (VEBA plan) dependent coverage, and \$233.30 monthly co-pay for Plan #3 (HSA plan aka "Minimum Value Plan") for dependent coverage. For 2015 and 2016, the County and employee will split the cost of any increase in cost of dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.~~

SECTION 2. At the beginning of the plan year, the Employer will fund the employer contributions to VEBA or HSA account. Part-time employees will receive a prorated portion of the full-time employer contributions to VEBA or HSA accounts. The contribution for employees hired after January 16th of any year will be prorated. Any employee leaving County service will have a prorated portion funded withheld from their severance and last pay check.

SECTION 3. At the discussion of the Employer, a County participatory wellness program may be started. Half of the VEBA or HSA contribution will be withheld from employees that fail to meet the minimum participation level in the County participatory wellness program. Examples of participatory wellness programs include:

- A diagnostic testing program providing a reward for participation without basing any part of the reward on outcomes. The employer will treat time spent completing diagnostic testing as a call out for any employee that completes it during nonscheduled time. The employer may schedule additional training in conjunction with call outs.
- A program providing a reward to employees for attending a monthly, no-cost health education seminar.

Employees who fail to meet the minimum participation levels in the annual wellness program will have one half of their VEBA or HSA funds withheld the next year. Employees who have funds withheld will have until June 30th of the next year to complete the required elements in order to receive their withheld contributions. Once the elements are completed, the employer will fully fund that year's contributions. ~~For 2014 all VEBA and HSA employer contributions will be fully funded.~~

~~For 2014 employees will only need to complete a health questionnaire.~~

~~For 2015, employees will need to complete a health questionnaire, possibly diagnostic (biometric) testing, and 35 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.~~

At least one employee of this group will be offered the opportunity to serve on the County Wellness Committee. Said employee will be subject to approval of the Union and the County Board.

~~2322.5~~ The Employer agrees to implement and pay the administrative costs of a Flexible Benefits Plan. The terminated employee may continue to turn in bills to the Medical Expense Flex Plan until the account is depleted or the end of the Flex Contract Year. Any deficit in the account will be paid from the final payroll check of the employee.

~~2322~~.6 Qualified Employees - Employees scheduled to work 24 hours per week, or more, or whose scheduled and unscheduled hours are expected to total at least 24 hours per week, are qualified employees. The County will pay on a pro-rated basis for employees scheduled, or expected, to work a minimum of 24 hours per week (60% of employer's portion) but less than 30 hours per week (75% of employer's portion). Employees who work 30 hours per week, or more, are considered full-time for health insurance benefits (100% of employer's portion).

~~2322~~.7 Employees whose schedule is normally less than 24 hours per week, but who generally work at least 24 hours per week, will have their starting pro-rated share of health insurance expenses set at 60% of the employer's portion. On December 1st of each year, these employees will have their average work week hours calculated based upon the average weekly hours worked during the preceding January 1st through November 30th period. Only weeks of employment will count towards the average. For the first six months of employment of a part-time employee, a 24 hours per week average shall be used versus accrual hours worked. That average will then be used to set their pro-rated amount for the next ~~December-January~~ 1st through ~~November-December~~ 30th 31st period.

ARTICLE ~~XXIII~~IV. UNIFORM ALLOWANCE

~~2423~~.1 The EMPLOYER shall provide each full time deputy required to wear a uniform with a uniform allowance of ~~\$700-710 for 2017 and \$735~~ per year starting in 2018.

~~2423~~.2 New full time deputies will be provided \$600.00 for the purchase of an initial issue of uniform items. The allowance shall be the amount listed in 23.1 in subsequent years.

~~2423~~.3 New Communications & Corrections Officers will receive \$425.00 for purchase of an initial issue of uniform items after the probationary period is completed. The allowance shall be the amount listed in 23.4 in subsequent years starting in 2018.

~~2423~~.4 Communications & Corrections Officers will receive ~~\$450.00~~460 in 2017 and \$485 per year starting in 2018.

~~2423~~.5 Part-time employees shall receive full initial issue of uniform items. After initial issue or allowance, part-time employees shall receive uniform allowance on a pro-rated basis. If the employee works 75% of the time or more, the employee will receive full uniform allowance.

ARTICLE ~~XXI~~IV. TRAINING

~~2524~~.1 The EMPLOYER shall:

1. Be responsible for providing all training required by P.O.S.T. Board to maintain license as a certified Police Officer.
2. Be responsible for providing all training required by the EMPLOYER.
3. Reimburse employees for all reasonable costs incurred in obtaining training including, but not limited to, mileage, meals, lodging, and license fees as per County policy.

ARTICLE XXVI. COUNTY BUSINESS

2625.1 Travel Meals and other expenses (As per County Policy 201.110 adopted by the County Board ~~12/03/2004~~)

1. Expenses incurred in the course of an employee's official duties (i.e. meals, parking, lodging, registration fees etc.) will be reimbursed by the County. Reimbursement will not be allowed for meals within Swift County unless approved by the applicable department head. When an employee chooses not to take advantage of meals, or other benefits, already paid for or included in registration fees, and therefore creates additional expenses, those expenses shall not be eligible for reimbursement. When a County vehicle is available and the employee opts to drive their personal vehicle to training or other official business, the County will only pay 50% of the IRS mileage rate.
2. Expenses reimbursements apply to employees only. Costs associated with spouses, children, or other individuals not officially representing the County are not eligible for reimbursement.
3. Public transportation used will be reimbursed for the actual cost of the most economical means of travel.
4. Meals reimbursements for expenses incurred outside of Swift County are allowed at the following county policy.
maximums:

Breakfast	\$ 8.50
Lunch	\$11.00
Dinner	\$16.00
5. All requests for reimbursement must be on the proper form, include itemized receipts and be approved by the applicable supervisor or department head.

ARTICLE XXVII. JURY DUTY

Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid their regular wages for each day of jury service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the Employer by the employee. Employees excused from jury duty shall notify supervisor of ability to return to work.

ARTICLE XXVIII. ON CALL/STANDBY PAY

~~2827~~.1 All employees required by the Sheriff to be on on-call/standby status shall receive an additional \$225.00 per month. Part-time deputies will receive \$1.44 (one dollar fourth four cents) per hour of on all pay when they are on call, not to exceed \$225.00 per month. When called onto active status from on call/standby status, an employee shall be compensated with three (3) overtime hours or the actual overtime hours worked, whichever amount is greater. Employees must reside in Swift County and have access to a take home squad at their principal residence in order to be eligible for on-call/standby pay.

ARTICLE XXVIII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

~~2928~~.1 This AGREEMENT shall represent the complete AGREEMENT between LELS and the EMPLOYER.

~~2928~~.2 The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after this exercise of the right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and LELS, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this AGREEMENT.

ARTICLE XXIX. SAVINGS PROVISION

~~3029~~.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Swift County. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect.

This AGREEMENT may be renegotiated upon written request of either party and the approval of the other party.

ARTICLE ~~XXXIX~~. TERM OF AGREEMENT

—This AGREEMENT shall be effective January 1, ~~2014-2017~~ and shall remain in full force and effect until December 31, ~~2016-2019~~ in witness whereof, the parties hereto have caused this AGREEMENT to be executed.

LAW ENFORCEMENT LABOR SERVICES, INC.

COUNTY OF SWIFT

~~Jim Roberts~~~~Kevin McGrath~~, BUSINESS AGENT

~~Joe Fox~~~~Peter Peterson~~,

CHAIR

DATE _____

DATE _____

~~Sedrick Borsgard~~~~Pat Hammerud~~, STEWARD
~~Weaver~~~~Amanda Ness~~,

~~Michel J. Pogge~~

CLERK OF THE BOARD

DATE _____

DATE _____

~~Kristin Molden~~, STEWARD

DATE _____

APPENDIX A – CLASSIFICATION

		2017	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Sheriff	Communication and Corrections Officer	10	\$ 16.97	\$ 17.49	\$ 18.02	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16	\$ 22.82
Sheriff	CCO/Records and Civil Process Specialist	10	\$ 16.97	\$ 17.49	\$ 18.02	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16	\$ 22.82
Sheriff	Deputy	14	\$ 21.42	\$ 22.08	\$ 22.74	\$ 23.43	\$ 24.13	\$ 24.85	\$ 25.60	\$ 26.36	\$ 27.15	\$ 27.96	\$ 28.81

		2018	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Sheriff	Communication and Corrections Officer	10	\$ 17.31	\$ 17.84	\$ 18.38	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.69	\$ 21.30	\$ 21.94	\$ 22.60	\$ 23.28
Sheriff	CCO/Records and Civil Process Specialist	10	\$ 17.31	\$ 17.84	\$ 18.38	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.69	\$ 21.30	\$ 21.94	\$ 22.60	\$ 23.28
Sheriff	Deputy	14	\$ 21.85	\$ 22.52	\$ 23.19	\$ 23.90	\$ 24.61	\$ 25.35	\$ 26.11	\$ 26.89	\$ 27.69	\$ 28.52	\$ 29.39

		2019	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Sheriff	Communication and Corrections Officer	10	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.88	\$ 20.47	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.75
Sheriff	CCO/Records and Civil Process Specialist	10	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.88	\$ 20.47	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.75
Sheriff	Deputy	14	\$ 22.29	\$ 22.97	\$ 23.65	\$ 24.38	\$ 25.10	\$ 25.86	\$ 26.63	\$ 27.43	\$ 28.24	\$ 29.09	\$ 29.98

Deputy

-	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
2014	\$ 20.29	\$ 20.71	\$ 21.13	\$ 21.55	\$ 21.96	\$ 22.36	\$ 23.35	\$ 24.35	\$ 25.35
2015	\$ 20.49	\$ 20.92	\$ 21.34	\$ 21.77	\$ 22.18	\$ 22.58	\$ 23.58	\$ 24.59	\$ 25.60
2016	\$ 20.69	\$ 21.13	\$ 21.55	\$ 21.99	\$ 22.40	\$ 22.81	\$ 23.82	\$ 24.84	\$ 25.86

Communication and Correction Officers

-	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
2014	\$ 16.97	\$ 17.23	\$ 17.48	\$ 18.05	\$ 18.43	\$ 18.98	\$ 19.32	\$ 19.67	\$ 20.03
2015	\$ 17.14	\$ 17.40	\$ 17.65	\$ 18.23	\$ 18.61	\$ 19.17	\$ 19.51	\$ 19.87	\$ 20.23
2016	\$ 17.31	\$ 17.57	\$ 17.83	\$ 18.41	\$ 18.80	\$ 19.36	\$ 19.71	\$ 20.07	\$ 20.43

The implementation of additional steps will not adversely affect any present employee (i.e. employees with higher wages, if any, will be grandfathered in at the higher wage).

Employees may be placed at a higher step with the mutual agreement of the County Board and Sheriff.

APPENDIX B – ~~2014-2017~~ COUNTY PAID PORTION OF DEPENDENT/SINGLE HEALTH INSURANCE COVERAGE (Monthly Rates)

	Plan #1 CMM	Plan #2 VEBA	Plan #3 HSA (Minimum Value Plan)
2014-2017 Dependent Coverage Premium	\$2,039.50 <u>\$2,061.50</u>	\$1,811.00 <u>\$1,830.00</u>	\$1,830.00 <u>\$1,621.50</u>
	\$1,604.31 <u>\$1,621.50</u>		
2014-2017 Single Coverage Premium		\$711.50 <u>\$779.50</u>	\$685.50 <u>\$692.50</u>
		\$614.50 <u>\$621.00</u>	
Dependent Portion of Premium	\$1,125.00	<u>\$1,282.00</u>	<u>\$1,268.00</u> <u>\$1,137.50</u>
	\$989.81 <u>\$1,000.50</u>		
2013-2016 Dependent Coverage Premium	\$2,061.50	\$1,830.00	\$1,621.50 <u>\$2,039.50</u>
	\$1,811.00	Not Offered	

2013-2016 Single Coverage Premium	<u>\$779.50</u>	<u>\$692.50</u>	<u>\$621.00</u>	<u>\$711.50</u>
\$685.50 Not Offered				
Dependent Portion of Premium	<u>\$1,282.00</u>	<u>\$1,137.50</u>	<u>\$1,000.50</u>	<u>\$1,268.00</u>
\$1,125.00 Not Offered				
Increase in Dependent Portion of Premium	\$0.00	\$0.00	<u>\$0.00</u>	n/a
50% of Increase in Depend Coverage	\$0.00	\$0.00	<u>\$0.00</u>	n/a
2013-2017 Employee Paid Premium Co-Pay			<u>\$515</u>	<u>\$26.00</u>
\$241.50 n/a				<u>\$4490.00</u>
Total 20142017 Family Employee Paid Premium Co-Pay			<u>\$515</u>	<u>\$26.00</u>
\$440 <u>449.00</u>	\$233 <u>241.50</u>	32		
Difference between lowest cost single plan	<u>\$158.50</u>	<u>\$71.50</u>	<u>\$0.00</u>	
50% of the difference	<u>\$79.25</u>	<u>\$35.75</u>	<u>\$0.00</u>	
2017 Single Employee Paid Premium	<u>\$79.25</u>	<u>\$35.75</u>	<u>\$0.00</u>	

APPENDIX C – MEMORANDUMS OF UNDERSTANDING

List of Memorandums of Understanding

Exhibit 1 – Health Insurance “Minimum Value Plan” MOU

DRAFT

DRAFT

MEMORANDUM OF UNDERSTANDING

**Between
Swift County
and
Law Enforcement Labor Services, Inc. Local #10**

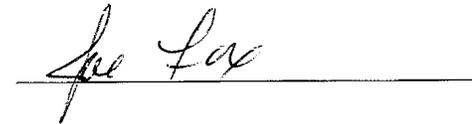
This Memorandum of Understanding (MOU) concerns the offering of a new health care insurance plan to be known as the "Minimum Value Plan". This MOU is made and entered into this 5th day of ~~October~~^{November}, 2013; by and between Swift County (hereinafter "Employer") and Law Enforcement Labor Services, Inc. Local #10 (hereinafter "Union").

The Employer and the Union agree to the following:

- The Employer is considering offering a new health care insurance plan to be known as the "Minimum Value Plan" beginning on January 1, 2014.
- The Union agrees that the Employer can introduce or discontinue this plan at the beginning of any plan year at the Employer's sole discretion.
- If this "Minimum Value Plan" is discontinued in the future the Union agrees that discontinuing of the plan does not create an aggregate value claim or any other claim.
- The Employer agrees that at the discretion of each Union member, they are permitted to switch to and from the "Minimum Value Plan" during each open enrollment period to be effective at the start of a new plan year. However, this does not obligate the Employer to continue to offer the "Minimum Value Plan" in the future which the Employer may discontinue at any time.

The duration of this Memorandum of Understanding runs until such time that the Employer discontinues the "Minimum Value Plan".

For the Employer:





For the Union:

