

Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 4, 2014

10:30 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>
10:30 a.m.		Call to Order and Roll Call
10:31 a.m.		Approve Agenda
10:33 a.m.		Consent Agenda
	1-2	(1) Minutes from the October 21, 2014 Meeting
	3	(2) Minutes from the October 21, 2014 Closed Session
	4-5	(3) Consider appointing Brian Samuelson to the SCBH Board of Directors
	6-7	(4) Consider approving AMC Delegates
10:34 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
10:35 a.m.		Commissioner and Board reports
10:50 a.m.		County Administrator report
10:55 a.m.		Citizens Comments
		Other Business
	8-15	Consider approving revisions to County Policies: 201 – Personnel Policy related to Minnesota’s Women’s Economic Security Act, 105 - New Board Member Orientation, and a revision to County Policy 201 by adding 201.158 related to Employee Paid Benefits
	16-20	Consider approving a position description and pay grade for a GIS Coordinator
	21-37	Consider approving a contract with Pictometry for Spring 2015 aerial flight
11:30 a.m.		Recess
1:00 p.m.		Swift County Strategic and Organization Development Plan Location: LEC Conference Room
4:00 p.m.		Adjournment

NOTICE: The board will meet at 1:00 p.m. on Tuesday, November 4, 2014 in the LEC Conference room to work on the Swift County Strategic and Organization Development Plan.

SWIFT COUNTY BOARD MINUTES

October 21, 2014

Chairman Fox called the meeting to order at 11:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, Kim Saterbak, Amanda Ness, and audience member Gene Payne.

Chairman Fox asked for any changes or additions to the agenda. Administrator Pogge-Weaver requested to add a discussion on hiring a temporary part-time office assistant in the Auditor's office to Other Business.

10-21-14-01 Commissioner Peterson moved and Commissioner Hendrickx seconded to approve the agenda with the noted addition.

10-21-14-02 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of: (1) Minutes from the October 7, 2014 Meeting.

10-21-14-03 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$66,872.52; Road and Bridge: \$90,283.41; Solid Waste: \$28,738.63; County Health Insurance: \$530.00; and County Ditches \$14,871.08 which includes the following bills over \$2,000: Amundson Peterson \$78,000.00, Brimeyer Fursman LLC \$5,000.00, Dude's Tiling LLC \$11,349.10, Glacial Plains Cooperative \$3,374.15, Kandiyohi County \$2,176.77, Kandiyohi County Sheriffs Dept \$5,145.49, MN Dept of Transportation \$3,071.24, Pflipsen Trucking LLC \$12,423.99, Ron Ringquist \$2,856.00, University of Minnesota \$17,815.66, Waste Management of Northern Minnesota \$8,731.77, WEX Bank \$5,198.07 and Yellow Medicine County Jail \$9,395.47. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on Restorative Practices, Chippewa River Watershed, a Broadband Meeting with the Blandin Group, Southwest Mental Health Consortium, Well-Being Committee, and Woodland Centers. Commissioner Klemm reported on SCEMO, Prairie Lakes Youth, DAC, and his individual interview with Brimeyer & Fursman. Commissioner Peterson reported on Countryside Public Health and the Nurse Family Partnership. Commissioner Rudningen reported on the Policy Committee, SCEMO, Well-Being Committee, Pioneerland Library System, Glacial Ridge Scenic Byway, and his interview with Brimeyer & Fursman. Commissioner Hendrickx reported on SPCC, the Broadband Meeting with the Blandin Group, and Woodland Centers.

Administrator Pogge-Weaver updated the board on the State Assessed Utility Properties, progress of the organizational study, and the broadband meeting in Appleton.

Gene Payne presented a request for reimbursement of attorney fees related to Joint County Ditch #18. The board directed staff to seek a meeting with the Joint County Ditch #18 board by the end of the year to address Mr. Payne's request.

Administrator Pogge-Weaver reviewed the details of the State of Minnesota's Border to Border Broadband Development Grant and Federated Telephone Cooperative's request for the County to bond for a portion of the project. If the grant is awarded, the County would consider bonding for the project and consider providing a loan to Federated Telephone Cooperative in the amount up to \$5,000,000. Kevin Beyer of Federated Telephone and Jacki Anderson of the Upper Minnesota Valley Regional Development Commission were on hand to discuss the project.

10-21-14-04 Commissioner Rudningen moved and Commissioner Klemm seconded to accept the resolution regarding the Broadband Development Grant and the County's financial commitment. Motion carried unanimously.

Administrator Pogge-Weaver temporary part-time office assistant in the Auditor's office discussed and requested approval of the position. The position will be used for scanning in the Courthouse and the rate of pay would be \$9.00 per hour.

10-21-14-05 Commissioner Peterson moved and Commissioner Rudningen seconded to approve a temporary part-time office assistant in the Auditor's office at the rate of \$9.00 per hour. Motion carried unanimously.

The board took a break at 11:54 AM. The board resumed their meeting at 11:56 AM.

10-21-14-06 Commissioner Peterson moved and Commissioner Rudningen seconded to move to closed session to engage in confidential attorney-client communications related to pending litigation regarding medical insurance issues pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b). Motion carried unanimously.

The regular session recessed to closed session at 11:57 AM.

The meeting reconvened to regular session at 12:22 PM.

10-21-14-07 Commissioner Hendrickx moved and Commissioner Rudningen seconded to move the November 4, 2014 meeting from 9:00 AM to 10:30 AM. Motion carried unanimously.

Chairman Fox adjourned the meeting at 12:24 PM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
October 21, 2014

Date convened: Tuesday, October 21, 2014

Time Convened: 11:57 AM

Time adjourned: 12:22 PM

Members Present: Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver, County Attorney Robin Finke, and Dennis O'Brien

Purpose: A closed session to engage in confidential attorney-client communications related to proposed litigation regarding medical insurance issues pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b).

Chairman Fox called the executive session to order at 11:57 AM with all members present as well as County Administrator Michel Pogge-Weaver, County Attorney Robin Finke, and Dennis O'Brien. The Board engaged in confidential attorney-client communications related to proposed litigation regarding medical insurance issues.

10-21-14-1-ExS Commissioner Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Executive Session adjourned at 12:22 PM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
November 4, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointing Brian Samuelson to the SCBH Board of Directors	
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 SCBH Board of Directors is recommending to the Board that Brian Samuelson be reappointed to the SCBH Board of Directors for a term that ends on December 31, 2017. This will be Mr. Samuelson's 2 nd term.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

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

RESOLUTION

**MAKING AN APPOINTMENT TO THE
SWIFT COUNTY BENSON HOSPITAL**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, one of the terms for a director on the Swift County Benson Hospital Board of Directors is set to expire on December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, that the following individual is appointed the Swift County Benson Hospital Board of Directors for term as listed below effective January 1, 2015:

<u>Individual</u>	<u>Term Expiration</u>
Brian Samuelson	12/31/2017

Adopted on a _____ vote by the Swift County Board of County Commissioners the 4th day of November 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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

Fox	___	Hendrickx	___	Klemm	___
Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
November 4, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approve AMC voting delegates	
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: AMC has asked for confirmation of our voting delegates with their upcoming annual meeting on November 7-9. Our current delegates are: Joe Fox, Gary Hendrickx, Gary Klemm, Pete Peterson, Eric Rudningen, Scott Collins, Andy Sander, and Mike Pogge-Weaver. Swift County is permitted to have 8 delegates. Gary Klemm will not be attending this year's annual meeting and Deanna Steckman will be in attendance. The board could consider switching Gary Klemm with Deanna Steckman as a voting delegate.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: No review needed	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

Board Action

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

RESOLUTION

APPOINTING SWIFT COUNTY DELEGATES

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
- Pete Peterson, Swift County Commissioner
- Eric Rudningen, Swift County Commissioner
- Andy Sander, Swift County Engineer
- Deanna Steckman, Swift County CSSA Director
- Scott Collins, Environmental Services Director
- Mike Pogge-Weaver, Swift County Administrator

Adopted on a _____ vote by the Swift County Board of County Commissioners the 4th day of November 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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

Fox	___	Hendrickx	___	Klemm	___
Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
November 4, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving revisions to County Policies: 201 – Personnel Policy related to Minnesota’s Women’s Economic Security Act, 105 - New Board Member Orientation, and a revision to County Policy 201 by adding 201.158 related to Employee Paid Benefits	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes in parts	EXPLANATION OF MANDATE: Policies related to Minnesota’s Women’s Economic Security Act are required to be adopted by the County.
BACKGROUND/JUSTIFICATION: The County’s policy committee forwards the following policy revisions to the board for consideration: 1) 201 – Personnel Policy related to Minnesota’s Women’s Economic Security Act During the 2014 legislative session, the legislature adopted the Minnesota’s Women’s Economic Security Act. The Women’s Economic Security Act, a package aimed at protecting women in the workplace by providing: increases unpaid parental leave for pregnancy and expands the use of sick time to include caring for grandchildren or receiving assistance due to sexual assault or domestic abuse among other protections. The County is required to revise county policies to conform to the Act. 2) 105 - New Board Member Orientation As part of the Policy’s committee’s ongoing review of county policies, the committee is recommending the attached revisions. 3) Revision to County Policy 201 by adding 201.158 related to Employee Paid Benefits Currently, employee paid benefits (family health insurance, optional life and disability insurance and dental insurance) are paid one month in advance by the employee. This creates issues when employees start and leave county employment. These types of benefits are billed and paid for one month in advance by the insurance carrier. Due to the issues having employees pay for these benefits one month in advance, most counties have switch to a system where these benefits are paid for by the employee the month they are incurred versus one month in advance.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Reviewed as a member of the policy committee	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

201.204 – Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

Pursuant to Minn. Stat. §181.9414, the County will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth:

- more frequent restroom, food, and water breaks;
- seating;
- place limits on lifting over 20 pounds.

The County will engage in an interactive process with respect to an employee's request for a reasonable accommodation that include, but not limited to, temporary transfer to a less strenuous or hazardous position, should one be available. Nothing in this policy shall require the County to create a new or additional position in order to accommodate an employee pursuant to this section, and shall not be required to discharge any employee, transfer any other employee with greater seniority, or promote any employee.

201.254 - Sick Leave

(C) Sick leave with pay shall be granted for the following reasons: Personal illness or physical incapacity resulting from causes beyond the employee's control; illness of a member of the employee's immediate family that requires the employee's personal attention; enforced quarantine of the employee in accordance with community health regulations; childbirth or pregnancy disability; or an appointment with a doctor, dentist, chiropractor, optometrist, or other medical professional. Immediate family shall include sons, daughters, spouse, parents of an employee, or parents of the employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

(1) Pursuant to Minn. Stat. §181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness of or injury to the employee's adult child (includes step-children, biological, adopted or foster children), spouse, sibling, parent, grandparent, stepparent, parent-in-laws (mother-in-laws and father-in-laws) and grandchildren (includes step-grandchildren, biological, adopted or foster grandchildren) .

(2) Safety leave. Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a

relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

201.265 – Reasonable Unpaid Work Time for Nursing Mothers

Nursing mothers will be provided reasonable unpaid break time for nursing mothers to express milk for nursing her child for one year after the child's birth. The County will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

201.266 – Pregnancy and Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than 30 days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, paid-time-off etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence as outlined 201.263.

201.411 – Compensation

(F) Under the Minnesota Wage Disclosure Protection law, employees have the right to tell any person the amount of their own wages. While the Data Practices Act (Minn. Stat. §13.43), specifically lists an employee's actual gross salary and

salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with Minn. Stat. §181.172, employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment;
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages;
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minnesota Statute §181.172, subd. 3

The county cannot retaliate against an employee for disclosing his/her own wages. An employee's remedies under the Wage Disclosure Protection law are to bring a civil action against the county and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or 1/800-342-5354.

AUTHORED BY: Policy Committee
REVISED: 10-01-14

APPROVED BY: County Board
DATE: 11-XX-14

**Swift County Board of Commissioners
Policy Manual**

Policy Statement

TITLE

New Board Member Orientation

CODE

105

REFERENCE

None

PERSONNEL RESPONSIBLE

County Administrator and County Commissioners

EFFECTIVE DATE

08-05-03 - Revised 11-XX-14

POLICY

The role of a County Commissioner is important and complex. It is essential that persons newly-elected as County Commissioners be provided at least a formal orientation to this position. A standardized orientation guide should be used which delineates essential components of a County Commissioner orientation. Newly-elected Swift County Commissioners will be offered an orientation in conformity with this guideline at their earliest opportunity after election to office.

AUTHORED BY: Policy Committee

DATE: 07-25-03

REVISED: 10-01-14

APPROVED BY: County Board

DATE: 08-05-03

DATE: 11-XX-14

New Commissioner Orientation Outline

8:00 AM Session #1: w/County Administrator ____ **Notes/Comments**

- 101 Questions?
- 102 County Mission Statement
- 103 County Organization - Chart
- 104 Board Operating Guidelines - Meetings
- 105 County Policy Manual
- 106 Board Member Job Description
- 107 Website, email, and iPad
- 108 Business Cards

8:45 AM Session #2: with County Payroll: ____

- 201 PERA Application, Information, etc
- 202 Insurance Information
- 203 Conflict of Interest Policy
- 204 Anti-Harassment Policy
- 205 Cell Phone

9:30 AM Session #3: Human Services: _____

- 301 Organization
- 302 Policies of the Community Social Services Board
- 303 Miscellaneous - Acronyms
- 304 Personnel
- 305 Upcoming - Upcoming Forecast
- 306 Program Information:
 - Financial Services
 - Fiscal Services
 - Social Services

11:15 PM Session #4: w/County Attorney: ____

- 401 Data Practices Protocols
- 402 Open Meeting Protocols

12:00 PM LUNCH

New Commissioner Orientation Outline (Page 2)

1:00 Session #5 Tour to County Facilities: w/County Administrator: ____

- 501 1:00 Highway
- 502 1:45 Drive-by Countryside PH and Prairie V. Discuss other County owned properties. (MCIT)
- 503 2:00 Sheriff Department
- 504 2:30 Tour of Courthouse
- 505 2:45 Auditor
- 506 3:00 Assessor
- 507 3:15 Treasurer
- 508 3:30 Recorder

3:45 Session #6 Wrap-Up: w/County Administrator: _____

- 601 Meeting With Department Heads
- 602 AMC New Commissioner School
- 603 Employee Assistance Program
- 604 Explain travel-meal expense reimbursement
- 605 Handling of Mail to Commissioners
- 606 Use of Email/Electronic Communications

This orientation was completed in its entirety on _____.

County Administrator

Date

Policy Changes related to Employee Paid Benefits

201.158 – Employee Paid Benefits

(A) The cost of optional employee paid benefits shall be withheld the same month the coverage is effective. Additionally, the cost of optional employee paid benefits shall be withheld only the first and second pay periods each month.

AUTHORED BY: Policy Committee
REVISED: 10-01-14

APPROVED BY: County Board
DATE: 11-XX-14



Request for Board Action

BOARD MEETING DATE:
November 4, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a position description and pay grade for a GIS Coordinator	
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: As part of the County's effort to develop a geographic information system (GIS) for the County, the board included in the 2015 budget a GIS Coordinator position for the County. Attached is a job description for the position. Springsted has reviewed the job description and has rated the position with 375 points placing it on Grade 16. Attached is the wage schedule for the position. The position is a non-supervisory position and as such will be part of the AFSCME Local 2538 Courthouse Unit. Additionally, the position is exempt under FLSA. Since this is the first FLSA exempt position in the AFSCME Local 2538 Courthouse Unit, the county is providing a contract language amendment to address this issue, which is attached. Finally, while the County can proceed with recruiting and hiring of a new position that is not in a union contract; classification & compensation issues and the revised contract language for a new position not listed in the contract are negotiable items. The County has requested to begin negotiations with the union on this issue as soon as possible.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: The position will be funded by the general fund.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

GIS Coordinator

Dept/Div: *Land Records*

FLSA Status: *Exempt*

General Definition of Work

Performs difficult skilled technical work implementing the County's Geographic Information System, providing for and performing activities related to geographic data development, maintenance, analysis and custom geospatial applications, interacting with County staff and individuals from other government organizations, and performing the technical work necessary to produce effective and efficient GIS services, and related work as apparent or assigned. Work is performed under the general direction of the Land Records Director.

Qualification Requirements

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

Essential Functions

Manages and directs the County's GIS in all project phases including preliminary design, programming, testing and implementation. This includes coordination with County departments as well as GIS services for contracted agencies.

Coordinates the development and maintenance of geographic and attribute databases. Manipulates graphic data and relates it to attribute data for desired project insuring correct representation with accepted cartographic presentation techniques.

Manages and develops applications for County and partners using the most efficient and effective tools: ARC/INFO, ArcView, MapObjects, Visual Basic, HTML, JAVA, or Microsoft Office Product.

Manages GIS data acquisition including coordination of geometry, GPS, digitizing, scanning, and photography.

Installs, configures and maintains software and hardware for optimum performance of GIS, CAD, and other applications.

Coordinates development and maintenance of the County Web site.

Prepares and administers grant applications for GIS and related programs.

Prepares and/or presents training about GIS technology for staff related to GIS; Online Mapping, GPS Mapping, Fleet Management (AVL), E 911 Dispatch Mapping, Pictometry; documents and develops training for procedures and applications to easy use by others.

Markets GIS Services to other government agencies to generate revenue. Manages projects and performs GIS services for contracted agencies.

Manage databases using quality control procedures relative to time, identification and accuracy so that data being used is up to date, correct as to classification, and has the coordinate accuracy the user expects and needs.

Knowledge, Skills and Abilities

Comprehensive knowledge of ESRI GIS software; comprehensive understanding of electronic mapping and databases associated with the County's GIS; thorough knowledge of industry, organization and department policies, practices, and procedures; thorough knowledge of mapping and cartography; general knowledge of related industry, organization and department legal guides, recommendations, best practices, ordinances and laws; ability to troubleshoot GIS and database problems; ability to create Web applications, ability to communicate technical information in terms that are easily understood by end-users; ability to use standard office equipment and standard spreadsheets, word processing, presentations, databases and accounting software; ability to make arithmetic computations using whole numbers, fractions and decimals, ability to compute rates, ratios and percentages; ability to establish and maintain working relationships with elected officials, associates and community members.

GIS Coordinator

Dept/Div: *Land Records*

FLSA Status: *Exempt*

Education and Experience

Bachelor's degree with coursework in GIS, geography, computer science, engineering, surveying, planning, or related field and considerable experience in the application of GIS technology and a strong working knowledge of ESRI, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work frequently speaking or hearing and occasionally requires standing, walking, sitting, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using of measuring devices and operating motor vehicles or equipment; work occasionally requires working near moving mechanical parts and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Valid driver's license in the State of Minnesota.

Last Revised: 10/24/2014

Proposed GIS Coordinator Classification and Compensation Table

GIS Coordinator		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	2015	\$ 24.44	\$ 25.18	\$ 25.93	\$ 26.70	\$ 27.51	\$ 28.34	\$ 29.19	\$ 30.06	\$ 30.96	\$ 31.89
1.5%	2016	\$ 24.81	\$ 25.56	\$ 26.32	\$ 27.10	\$ 27.92	\$ 28.77	\$ 29.63	\$ 30.51	\$ 31.42	\$ 32.37

Revised Overtime Language for the GIS Coordinator position

ARTICLE II. HOURS OF WORK

Section 2 (Amended 2014)

For all employees except the Courthouse Custodian and the GIS Coordinator, all hours worked beyond eight (8) hours daily, or forty (40) hours weekly, and Saturdays, shall be overtime and figured at time and one-half (1 ½) rates. For the Courthouse Custodian, all hours worked beyond forty (40) hours weekly, and Saturdays, shall be overtime and figured at time and one-half (1 ½) rates. For all employees, all work performed on Sundays shall be paid at double (2x) time rates as cash overtime. The Custodian and the Employer may mutually agree to perform work on Saturdays and Sundays, at the custodian's regular rate of pay, as long as the custodian does not work more than forty hours in the pay period. In lieu of overtime pay, an employee may take compensatory time off on the same basis as earned – one and one-half (1 ½) hours off for one (1) hour of overtime worked. An employee may also take one (1) hour off for one (1) hour of straight time worked.

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



Request for Board Action

BOARD MEETING DATE:
November 4, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a contract with Pictometry for Spring 2015 aerial flight	
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: As part of the County's effort to develop a geographic information system (GIS) for the County, high resolution aerial photos are needed. In discussions with a some of area counties and potential GIS vendors, Pictometry International Corporation and their Pictometry product has been highly recommended. The Technology Committee viewed a demo of the product on October 26th and recommended that the County proceed with a Pictometry flight for the Spring of 2015. In order to have a spring flight, the County needs to contract for the flight by December 1st. In its pricing, the County is eligible for a 15% discount on the first flight and a 5% discount on a second flight in 2018 if we contract for two flights now. Additionally, if the county later decides to cancel the second flight there is no financial penalty to do so. The cost of the first flight is \$75,940.25 and the second flight in 2018 would be \$95,107.75. Payments for the first flight can be divided over 3 years with no interest as follows: 2015 \$27,787.75, 2016 \$24,076.25, and 2017 \$24,076.25.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

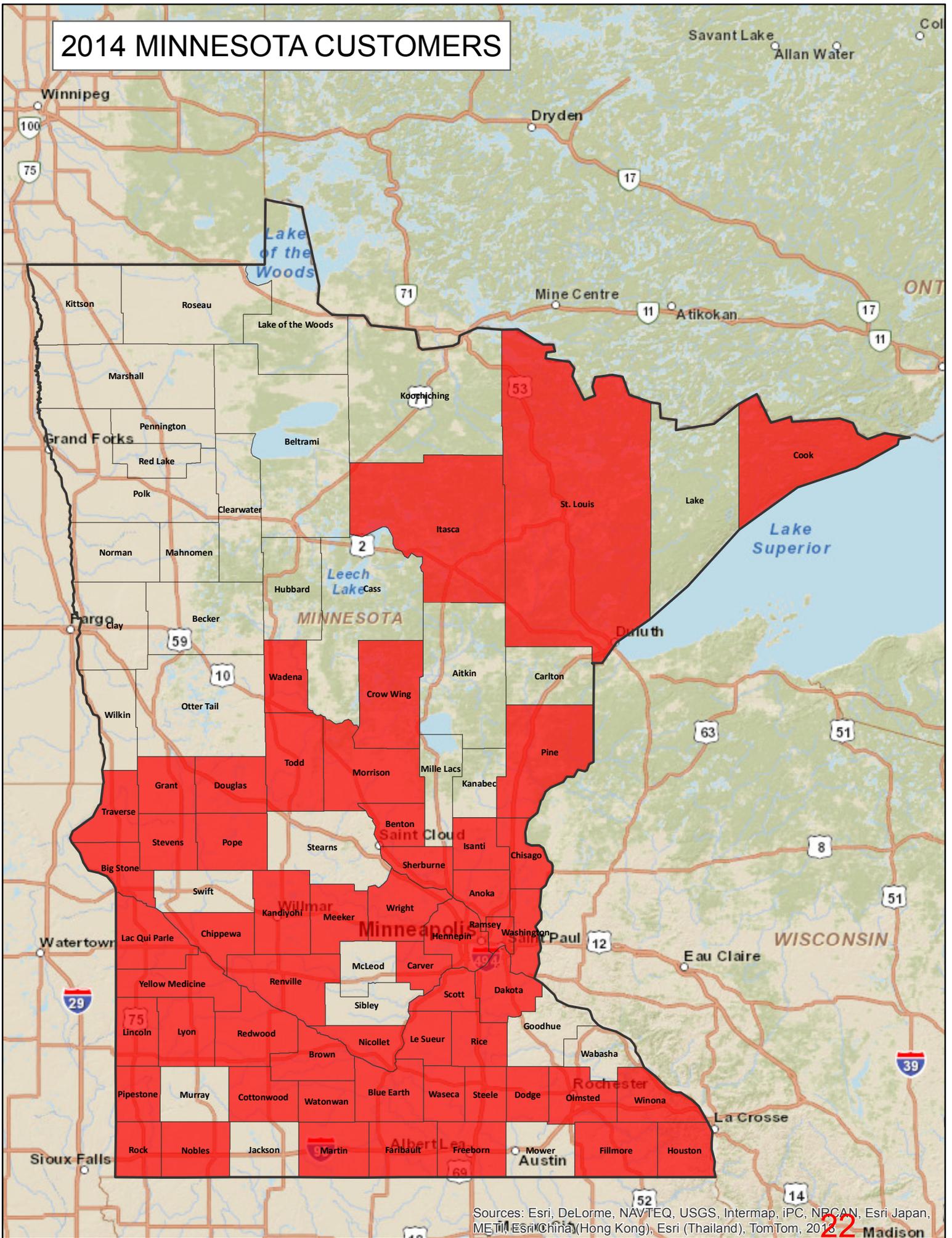
Budget Information

FUNDING: The project will be funded by the general fund. Additionally, while final contributions have not yet been finalized; the RDA, Sheriff (911 fund), and Recorder (Recorder Technology fund) have indicated that they would contribute to the project. The County is also looking to recoup some of the fees (likely a minor portion) through user fees of the product.

Review/Recommendation

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

2014 MINNESOTA CUSTOMERS



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2018

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND
 SWIFT COUNTY, MN (“Customer”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Swift County Courthouse 301 14th Street N Benson, Minnesota 56215	100 Town Centre Drive, Suite A Rochester, NY 14623
Attn: Mike Pogge-Weaver, County Administrator	Attn: Contract Administration
Phone: (320) 314-8399 Fax: (320) 843-2275	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
SWIFT COUNTY, MN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C162388

BILL TO
Swift County, MN
Mike Pogge-Weaver, County Administrator
Swift County Courthouse
301 14th Street N
Benson, Minnesota 56215
(320) 314-8399
mike.poggeweaver@co.swift.mn.us

SHIP TO
Swift County, MN
Mike Pogge-Weaver, County Administrator
Swift County Courthouse
301 14th Street N
Benson, Minnesota 56215
(320) 314-8399
mike.poggeweaver@co.swift.mn.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A137051	DLars	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
809	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$63.75 (15%)	\$51,573.75
54	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$382.50 (15%)	\$20,655.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$6,000.00	\$3,000.00 (50%)	\$3,000.00
809	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$404.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
54	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$108.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
54	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for	\$20.00	\$0.00 (100%)	\$0.00

		additional details.			
809	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
SUBTOTAL – FIRST PROJECT					\$75,940.25

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
809	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$71.25 (5%)	\$57,641.25
54	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$427.50 (5%)	\$23,085.00
809	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$8,090.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
54	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$1,080.00
809	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$404.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
54	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$108.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$95,107.75

Thank you for choosing Pictometry as your service provider.	TOTAL	\$171,048.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including,

without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$6,196.93
Due at Initial Shipment of Imagery	\$18,590.82
Due at First Anniversary of Shipment of Imagery	\$24,076.25
Due at Second Anniversary of Shipment of Imagery	\$24,076.25
Due at First Anniversary of Activation of Connect	\$3,000.00
Total Payments	\$75,940.25

SECOND PROJECT

Due at Initial Shipment of Imagery	\$30,676.91
Due at First Anniversary of Shipment of Imagery	\$29,965.42
Due at Second Anniversary of Shipment of Imagery	\$29,965.42
Due at Activation of Connect	\$4,500.00
Total Payments	\$95,107.75

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Mike Pogge-Weaver
Admin User Email: mike.poggeweaver@co.swift.mn.us
Requested Activation:
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Mike Pogge-Weaver
Admin User Email: mike.poggeweaver@co.swift.mn.us
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: MN Swift
Geofence: MN Big Stone
Geofence: MN Chippewa
Geofence: MN Kandiyohi
Geofence: MN Lac Qui Parle
Geofence: MN Pope
Geofence: MN Stevens

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: MN Swift
Geofence: MN Big Stone
Geofence: MN Chippewa
Geofence: MN Kandiyohi
Geofence: MN Pope
Geofence: MN Stevens
Geofence: MN Lac Qui Parle

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

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2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second Project;

b. This Agreement shall remain in full force and effect, however commencement of the Second Project shall be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

3. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Minnesota, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Minnesota in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

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SECTOR MAP

