

Notice & Agenda

Swift County Board of Commissioners

Tuesday, March 19, 2013

11:00 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.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes March 5, 2013
11:05 a.m.		Commissioner approved warrants and Auditor warrants reviewed
11:08 a.m.		Commissioner and Board reports
11:25 a.m.		County Administrator report
11:30 a.m.		Citizens Comments
		Other Business
	3-5	Consider increasing the Restorative Justice Coordinator position from a 20 hour a week to 32 hour a week position
	6-8	Consider approving the Region 6W Family Homeless Prevention and Assistance Program Resolution
	9-13	Receive agreement signed by the County Sherriff between Peart & Associates, Inc. and the Swift County Sheriff's Office
	14	Consider increasing the county bounty for pocket gophers
	15-28	Consider approving the Pomme de Terre River Association Joint Powers Agreement
	29	Consider accepting a letter of resignation from Kim Pierce (Sheriff's Department)
	30	Consider finalizing Goals for the County and the Administrator
	31	Consider appointing Michel Pogge-Weaver as the Clerk of County Board
12:00 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES
March 5, 2013

Chairman Fox called the meeting to order with all members present.

03-05-13-01 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the agenda. Motion carried.

03-05-13-02 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of the February 19, 2013, County Board Meeting Minutes. Motion carried.

Auditor's Warrants were reviewed.

Commissioner and Board Reports were given as follows: Commissioner Fox reported on the Twp. Ass. Meeting, 6W Drug Task Force, SCBH, and RLF. Commissioner Klemm reported on Prairie Lakes Youth, Twp Assoc., DAC, and Radio Board. Commissioner Hendrickx reported on RLF, RDC, and SPCC. Commissioner Peterson reported on Prairie V, Twp Assoc. & Radio Board.

Regular Meeting:

Emergency Manager, Bill McGeary, met with the County Board and requested approval of the Emergency Operations Plan.

03-05-13-03 Commissioner Peterson moved and Commissioner Klemm seconded to approve the Emergency Operations Plan. Motion carried.

Swift County Highway Engineer met with the County Board.

03-05-13-04 Commissioner Rudningen moved and Commissioner Klemm seconded to approve purchase of a Foreman's Pick-up, a Survey Pick-up, and a Survey Pack. The Two Pick-ups from Nolan Baker Ford have the cost of \$24,573.01 and \$24,674.19. The Survey Pack will cost \$6,881.79. Motion carried.

03-05-13-05 Commissioner Hendrickx moved and Commissioner Klemm seconded to have E & M Electric do some upgrading to the electrical panels in the Courthouse in the amount of \$8,389.00. Motion carried.

03-05-13-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Job Description with the Grade at Level 10 for the Payroll Officer/General Assistant and approve advertising for the position. Motion carried.

The Pomme de Terre River Joint Power Agreement was a draft and will be approved at a later date.

County goals from the County Board and other County employees were reviewed.

Administrator Pogge-Weaver updated the Board on the Auditor search, impacts related to the federal sequester, issues with the courthouse boiler, remodeling at Counseling Associates, and an agreement that the Sheriff entered into with Pert & Associates. Administrator Pogge-Weaver also passed on an invitation from Tom Walsh of Dublin Dairy, inviting the Board to an open house at the Dairy on June 27, 2013, from 4:00 p.m. to 7:00 p.m.

03-05-13-07 Commissioner Peterson moved and Commissioner Klemm seconded to adjourn. Motion carried.

WITNESSED:

Joe Fox, Chairman

ATTEST:

Byron Giese, Swift County Auditor



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Swift County Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: March 13, 2013
Re: Restorative Justice

Action(s) Requested

1. Consider increasing the Restorative Justice Coordinator position from a 20 hour a week to 32 hour a week position.

Background

Currently the County funds the Restorative Justice Coordinator at 20 hours a week and an additional 12 hours is funded through a grant that ends on March 31st. The Restorative Justice program has provided substantial savings to the county by providing an alternative to out of home placement for certain juvenile offences. Restorative Justice saves the County hundreds of thousands of dollars annually and without a strong program there would be a negative impact to the overall county budget.

The current grant funding generally covers part of the cost of sentencing circles and community outreach. The Board should discuss if they feel these areas should still be a priority for the Restorative Justice program. If the board feels some of the programing in the Restorative Justice program should end, there are other programs beneficial to the County that the Restorative Justice Coordinator could pick up. The attached memo from Jacqui Larson reviews the alternative options that have been identified.

Fiscal Impact

From April 1 to December 31 the cost to the County for the Restorative Justice Coordinator position at 20 hour a week is \$17,121.27. This amount is in the 2013 budget. The additional cost to increase the position from 20 to 32 hours a week is \$17,454.04. \$7,181.28 of the additional cost is attributable to additional insurance benefits for the position.

Recommendation(s)

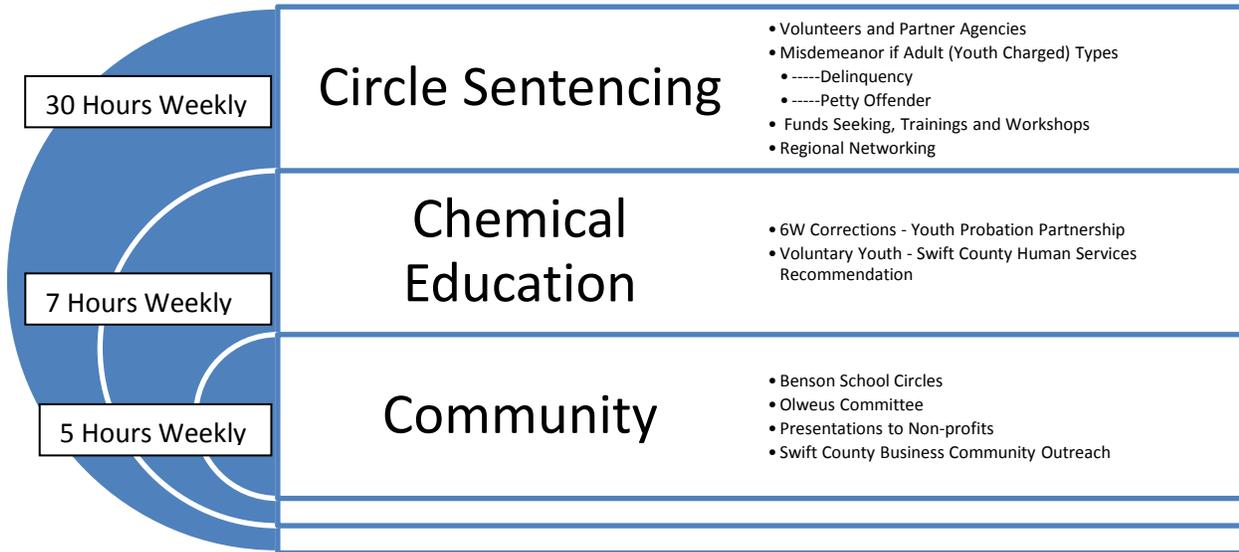
1. Approve moving the Restorative Justice Coordinator position from a 20 hour a week to 32 hour a week position.
2. Approve using \$17,454.04 out of general county reserves to fund the additional hours through the end of 2013 with the understanding that the additional hours in future years (2014 and beyond) will need to be funded out of the general levy.

****Recommendation Restorative Justice Department: April 1, 2013**

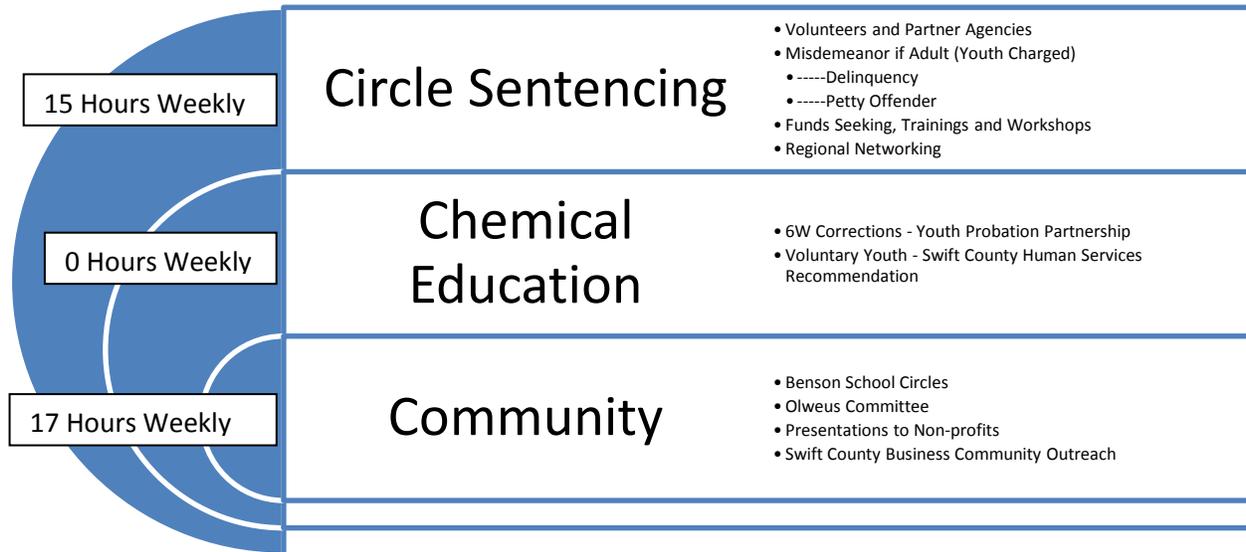
Service Options	Item	Hours	Tasks
Basic Services (20 hours)			
Basic Service	Sentencing Circles	20	<ul style="list-style-type: none"> • Volunteers and Partner Agencies • Misdemeanor if Adult (Juvenile Court) <ul style="list-style-type: none"> ----Delinquency ----Petty Offender • Funds Seeking, Trainings and Workshops • Regional Networking • **Expand Types of Offenses • **Partner with another county
Additional Services (up to 12 hours)			
Recommended Service A	Chemical Education	6	<ul style="list-style-type: none"> • 6W Corrections - Youth Probation Partnership • Voluntary Youth - Swift County Human Services Recommendation • **Referrals from other counties • **Adult Classes
Recommended Service B	Community Outreach	6	<ul style="list-style-type: none"> • Benson School Circles (September – April) • Olweus Committee • Presentations to Non-profits • Business Community Outreach
Alternative Services (up to 12 hours)			
Alternative A	Bad Check Diversion	12	<ul style="list-style-type: none"> • Work with the County Attorney to stream line the processing of Bad Checks
Alternative B	IT Software Trainings	12	<ul style="list-style-type: none"> • Provide IT Software Training and assistance to the Human Services Department.

(Page 2 status from August 2012 to current)

Swift County Restorative Justice Department Model: Programs August – November 2012



Swift County Restorative Justice Department Model: December 2012 to Current



March 14, 2013

Attention: Deanna Steckman

To whom it may concern:

Prairie Five Community Action Council, Inc. in partnership with Heartland Community Action Agency, Inc. would like to submit a grant application to the Minnesota Housing Finance Agency for its Family Homeless Prevention and Assistance program (FHPAP) to serve the nine counties in Regions 6E and 6W. The purpose of the program is to encourage local service providers of crisis funds for households to work together to improve coordination of services and use FHPAP funds to address the gaps in service delivery. FHPAP funds are utilized to prevent homelessness and eliminate repeated episodes of homelessness in our service area.

Heartland Community Action has been awarded an FHPAP grant for the past 14 years for housing assistance. Graciously they have asked Prairie Five to join in their grant application for the five counties in our service area (Big Stone, Chippewa, Lac qui Parle, Swift, and Yellow Medicine). A required component of the grant application is to have an advisory committee established to meet regularly and assist in the implementation of the program. We will seek out and obtain advisory committee members from Region 6W including staff from social service agencies to join the existing committee currently serving Region 6E.

A resolution from each county board in Regions 6E and 6W indicating your support for the program is required for the grant application. I have included background information for your Board and a resolution sheet for your review.

Our deadline for submitting the application to Minnesota Housing Finance Agency is April 3, 2013. Please feel free to contact me with any questions or concerns you may have. I can be reached at 320-269-6578, Ext. 1245.

Sincerely,

Kayla Coyour
Transitional Housing/Emergency Housing Coordinator

Enclosures

Region 6W Family Homeless Prevention and Assistance Program Resolution

WHEREAS, the Minnesota Housing Finance Agency has made available Family Homeless Prevention and Assistance Program grant monies to encourage and support innovation at the local level in redesigning the existing support system to homelessness, and

WHEREAS, Region 6W service providers who administer programs that address families crisis needs have identified gaps with the service delivery system, and

WHEREAS, Region 6W service providers who administer programs that address families in crisis needs have identified strategies to address identified service gaps,

WHEREAS, Region 6W service providers wish to continue to work together to coordinate their services and improve the service delivery system,

WHEREAS, Prairie Five Community Action Council, in partnership with Heartland Community Action Agency, desires to make an application on behalf of the area service providers for funds to address these identified problems,

NOW THEREFORE BE IT RESOLVED that the Swift County agrees to support Prairie Five Community Action Council, in partnership with Heartland Community Action Agency, in its application and implementation of the proposed Family Homeless Prevention and Assistance Program.

Adopted by the County Board of Commissioners the _____ day of _____, 2013.

By: _____
Chairperson

Attest: _____

Family Homeless Prevention Assistance Program

Heartland Community Action has administered the Family Homeless Prevention Assistance Program (FHPAP) in Kandiyohi, Meeker, McLeod and Renville counties for the past fourteen years. Prairie Five Community Action has been asked to be a partner in this grant offering services to the counties of Big Stone, Chippewa, Lac qui Parle, Swift and Yellow Medicine counties.

Needs:

Households across the nine county area each month who are facing housing crisis: eviction, past due rent/mortgage, or facing homelessness.

Program Description:

Funding Source: Minnesota Housing Finance Agency

Funding Period: July 1, 2013 to June 30, 2015

FHPAP Goals:

1. Prevent Homelessness
2. Minimize the number of days homeless
3. Eliminate repeated episodes of homelessness

Each FHPAP project designs its own service delivery system to achieve these goals, using approaches that make sense at the local community level. The local design is accomplished through the input and guidance of an Advisory Council.

Program Design:

FHPAP provides service in two areas:

Homeless Prevention: Provides service to individuals and families with or without children who are at imminent risk of homelessness and assists them in not becoming homeless; and

Homeless: Provides service to individuals and families with or without children who are homeless and assist them to secure and maintain housing.



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Swift County Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: March 14, 2013
Re: Peart and Associates, Inc

Action(s) Requested

1. Receive agreement signed by the Swift County Sherriff between Peart & Associates, Inc. and the Swift County Sheriff's Office.

Background

Recently the Sherriff's Department was required to provide security at the hospital to guard an individual that was mentally ill. Due to vacations and other staffing issues the department needed outside assistance to provide security services. Therefore, the Sherriff entered into an emergency contract with Peart & Associates, Inc. to provide these services. Attached is a copy of the security services agreement.



SECURITY SERVICES AGREEMENT

THIS AGREEMENT made this 25th day of February, 2013, as between Peart & Associates, Inc. a corporation (hereinafter referred to as "P&A") and **The Swift County Sheriffs Office** (hereinafter referred to as "the Client"), Client is doing business as a government entity (an individual, partnership, sole proprietor, corporation, government entity, institution).

1. P&A shall furnish the Client security services as required by the Client at **Swift County Benson Hospital** and any other locations as may be agreed upon by the Client and P&A.
2. This Agreement shall become effective on **February 25, 2013**, and shall remain in force until canceled as herein provided. This Agreement, and all its terms herein, may not be amended nor modified in whole or in part, except in writing specifically referring to the portion or portions of the Agreement to be amended or modified and executed by the parties hereto.
3. The rate of security services is as outlined on the Contract Rate Sheet which is attached hereto and upon its execution by the parties shall become an integral part thereof.

(A) Straight time rate applies up to and including forty (40) hours per week per security officer.

(B) Overtime rate applies to over forty (40) hours per week per security officer.

(C) Holiday rate applies for the below scheduled holidays.

New Year's Day	Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Christmas Eve	Christmas Day	Easter

(D) Overtime occurring on any of the above listed holidays will be billed at the holiday/overtime rate.

(E) Overtime will only be billed with the approval of the Client; however, in the event that abnormally bad weather conditions and/or natural disasters create road conditions that prevent our personnel from getting to or from their posts; the overtime incurred by P&A for officers stranded on the job and the overtime for replacement officers for filling posts when the normally scheduled officer/s is/are stranded at home or in route shall be automatically billable to the Client.

The above paragraph will in no way give relief to P&A for shortages of manpower due to illness, vacation or any other normal operational function.

(F) The rates specified in this Agreement shall remain in effect through **February 24th 2014**, the anniversary date. P&A will issue to the Client a statement of rate increases prior to the anniversary date. The acceptance of which shall constitute a revision of rates to this Agreement effective on the anniversary date. If no rate increases are issued or no rate increase is mutually agreed upon prior to the anniversary date, the parties agree that the rates currently in effect anniversary date shall automatically increase four percent (4%) and continue unless and until rate increases are negotiated and mutually agreed upon by the parties. Notwithstanding the foregoing, Client agrees to reimburse P&A for any increase in costs caused by government mandated increases in wages, training, benefits, or payroll based taxes. Any increase in cost will be accounted for in and become a part of each periodic billing.

(G) P&A will bill the Client semi-monthly (twice per month). Payment shall be made by the Client to P&A without discount, no later than thirty (15) days after the date of the billing. Past due accounts shall be given a service charge of the lessor of two percent (2%) per month or the legal maximum rate allowed.

THE PARTIES AGREE TO CONFORM TO ALL OF THE ADDITIONAL PROVISIONS OF THE SECURITY SERVICES AGREEMENT ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS ARE HEREBY PART OF THE SECURITY SERVICES AGREEMENT.

PEART & ASSOCIATES, INC. d.b.a. P&A SECURITY

BY: 
TITLE: Chief of Security

DATE: 2/27/13

CLIENT: SWIFT COUNTY SHERIFF'S OFFICE

BY: 
TITLE: Sheriff

DATE: 2-27-13

ADDITIONAL PROVISIONS OF SECURITY SERVICE AGREEMENT

4. The hours of service will be defined by the Client. Upon notification of acceptance by P&A of the schedule of service, these hours will then be deemed "normal". Normal hours can be changed upon seven (7) day's written notice. P&A will remove any security officer not acceptable to the Client upon written request showing reasonable cause therefore.

5. All security officers furnished by P&A will be the employees of P&A, an independent contractor, and not employees of the Client, and will be subject to direct supervision and control of P&A. P&A will have the sole responsibility to pay the wages, taxes (including but not limited to Social Security and Federal and State Unemployment taxes) and all other expenses relating to each employee of P&A. P&A shall be responsible for the hiring and training and supervision of such employees. All orders relating to security officer duties given by the Client will be strictly enforced; however, notwithstanding the foregoing, if the Client alters any instructions or directions given to the security officer/s by P&A, or if the Client assumes any supervision of said security officer/s, the Client shall be solely liable and responsible for any and all such consequences.

6. Contrary to any other provisions provided herein, the following will apply when coverage is provided during labor disputes and/or strikes of the Client:

(a) The Client shall indemnify and hold harmless P&A, its affiliates, agents and employees from and against any loss, damage, injury, liability, claim or lien (including the payment of all damages, expenses, costs and attorney's fees) for all damages to property or injury to persons caused by employees of the Client or other third parties.

(b) During the first ten (10) days of coverage that follows an initial ordering or increase in coverage, the Client agrees to pay overtime for all shifts in excess of eight (8) hours and for hours in excess of forty (40) hours in a week whether or not such overtime paid to security officers assigned to Client location results from officer hours worked for the Client. P&A will endeavor to minimize such overtime charges.

7. (a) P&A shall indemnify and hold harmless the Client, its agents and employees (hereinafter referred to collectively in the singular as "Indemnity") from and against any loss, damage, injury, liability, claim or lien for injury to a person or property or death of a person, resulting from the sole negligence, or willful misconduct of P&A in the performance of P&A's work herein. P&A shall not indemnify and hold harmless Indemnity from and against any loss, damage, injury, liability, claim or lien for injury to a person or property or death of any person resulting from the negligence or willful misconduct of Indemnity or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on Indemnity.

(b) The Client shall indemnify and hold harmless P&A, its agents and employees (hereinafter referred collectively in the singular as "Indemnity") from and against any loss, damage, injury, liability, claim, demand or lien (including the payment of all damages, expenses, costs and attorney's fees) for injury to the Client, or its agents or employees for a dangerous or defective condition on the premises, or for any strict liability without fault which is imposed on or sought to be imposed on the Client, its agents or employees. The Client shall not indemnify and hold harmless Indemnity from and against any loss, damage, injury, liability, claim or lien for known written claims or demands against it in conjunction herewith.

(c) The Client agrees to indemnify and hold harmless P&A and its employees from any and all loss, damage, injury, liability, claim or cause of action for injury to person or property arising out of the detention of any person by P&A employees upon direction of the Client, except for such loss, death or injuries occasioned by the willful misconduct or sole negligence of said employee in detaining a suspect. The right to indemnity herein shall include the provision of a defense in any action pertaining to a claim of false arrest or battery and payment of all costs, judgments or settlements in connection herewith.

(d) In the event P&A is brought into a lawsuit directly or indirectly by the Client through a cross-complaint seeking indemnity based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, the Client agrees to indemnify and hold harmless P&A from and against any loss, damage, expenses, costs and attorney's fees incurred in defending the said cross-complaint in the event the Client fails to obtain apportionment respecting P&A.

(e) The Client agrees to indemnify and hold harmless P&A and its employees, from any claims of discrimination based on race, color, national origin, sexual gender, sexual orientation, religion, or handicap arising from acts performed by P&A employees pursuant to the directions of Client, except for such claims of discrimination occasioned by the willful misconduct or sole negligence of said P&A employee. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of discrimination and payment of all costs, judgments or settlements in connection herewith.

8. To the extent that automobiles or mobile equipment are furnished by the Client for the use of P&A, its agents or employees, it is agreed that such automobiles or mobile equipment shall be insured by the Client with such provisions that provide coverage to P&A as a permissive user. The Client recognizes that the agents or employees of P&A, or the automobiles and/or mobile equipment furnished by the Client for the use of P&A may be injured or damaged accidentally. The Client therefore agrees to indemnify and save P&A, its agents and employees, harmless from any and all loss, damage, injury, liability, claim or cause of action for injury to person or property, including the automobiles or mobile equipment resulting from P&A or its agents or employees use of such automobiles and/or mobile equipment, except for such loss or injuries occasioned by the willful misconduct of said employee or agent. The right of indemnity shall include the provision of a defense in any action pertaining to a claim hereunder.

9. Either party may cancel this Agreement at any time upon thirty (30) days written notice.

10. (a) In the event of default as defined in Article 13 below, P&A may terminate the Agreement upon twenty-four (24) hours' notice ("notice period") to Client unless the default is cured within the notice period.

(b) P&A upon the termination of this Agreement, shall have the right within a reasonable time after such termination, to remove from the sites any and all of its equipment and other property.

11. It is agreed that P&A is not an employment agency and the security officers it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these security officers, it is agreed that the Client will not hire any security officer from P&A while the security officer is employed with P&A, or for ninety (90) days after termination of the security officer from P&A. Client agrees to pay a placement fee of \$400.00 for every P&A employee that it has proselytized.

12. Reference to written notice in this Agreement shall be construed to mean written notice delivered to either party by first class certified mail, (return receipt requested) to the party at the address above or such other address as the party may designate by itself by written notice to the other.

13. (a) The occurrence of any of the following shall be deemed a default under this Agreement and P&A shall have the right to terminate this Agreement by reason of:

I. Failure of Client to comply with terms of this Agreement.

II. Failure of Client to make any payment by the date when payment is due in accordance with the terms of this Agreement.

(b) In the event that the Client shall default and P&A shall deem it necessary to refer its claim for collection from the Client to its attorneys, the Client agrees to pay any and all court and other costs incident to collection and any and all reasonable attorney's fees incurred by P&A in connection therewith. Client acknowledges that all payments due under this Agreement are payable in Willmar, Minnesota, and therefore, the venue for any action filed by P&A for collection of said payments shall be in Kandiyohi County, Minnesota.

14. This Agreement may not be modified orally, but only in writing signed by the parties hereto.

15. P&A incorporates by reference and makes a part of this Contract the EEO clause set forth in Federal and State Statutes.

16. Any failure by P&A at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of, and shall not affect the right of P&A at any time to avail itself of same.

17. This Agreement is entire as to all of the performances to be rendered under it. This Agreement supersedes any and all other agreements, either oral or in writing between P&A and Client.

18. This Agreement shall be binding upon successors, assigns or transferees of Client.

**P&A SECURITY INMATE WATCH SERVICES
CONTRACT RATE SHEET**

Client: Swift County Sheriff's Office

Contact Person: Sheriff John Holtz, Swift County

Address: 301 14th Street N., Law Enforcement Center, Suite 4, Benson, MN 56215

Phone: 320-843-3133

Fax: 320-843-2299

COVERAGE INFORMATION

Number of Security Officers Per Shift: One (1)

Armed/Unarmed: Unarmed

Plain Clothes/Uniformed: Uniformed

Dates/Times of Coverage:

Time: 24 hours a day, on call

Dates: 7 days per week

Bill Rate Per Officer Per Hour:

Regular Hourly Rate: \$42.50

Holiday/Overtime: \$63.75

Mileage round trip from P&A Office:

Mileage is charged at a rate of \$0.60 per mile

The effective dates for the above rates are February 25th 2013 through February 24th 2014

END RATE SHEET

**P&A SECURITY TRANSPORT SERVICES
CONTRACT RATE SHEET**

Client: Swift County Sheriff's Office

Contact Person: Sheriff John Holtz, Swift County

Address: 301 14th Street N., Law Enforcement Center, Suite 4, Benson, MN 56215

Phone: 320-843-3133

Fax: 320-843-2299

COVERAGE INFORMATION

Number of Security Officers per Transport:

_ Two Transport Officers will be utilized for all transports including male, female, juvenile, combative and/or high risk patients, regardless of gender.

Armed/Unarmed:

- _ Armed if authorized by Permit to Carry.
- _ All Transport Officers will be equipped with restraints, which will be implemented only when needed.

Plain Clothes/Uniformed:

- _ In most cases, P&A Transport Officers will arrive wearing "soft look" apparel (ex. Dockers & Polo shirt or pull over with P&A logo).
- _ Sometimes P&A Transport Officers will arrive in full duty uniform if their previous assignment required this formality or otherwise requested by sending facility.

Dates/Times of Coverage:

- _ On-Call (24 Hours per Day/7 Days per Week)
- _ Transports and response time are contingent upon Transport Officers availability.

Bill Rate per Hour:

- _ Weekdays & Weekends= \$79.30 (2 Officers)
- _ Holiday/Overtime = \$118.95 (2 Officers)

- _ Mileage is \$.60 a mile (mileage starts and ends at P&A corporate office).

Additional Information:

- _ Transport minimum is 1 hour at specified rates. Minimum mileage is 10 miles at \$.60 per mile.
- _ Transport rates are per man hour.

The effective dates for the above rates are February 25th 2013 through February 24th 2014

END RATE SHEET



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Swift County Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: March 13, 2013
Re: Bounty for pocket gophers

Action(s) Requested

1. Consider increasing the county bounty for pocket gophers from \$2.00 to \$3.00.

Background

At the Swift County Association of Township Officers Annual Meeting on March 1st, there was discussion about both the individual Townships and the County increasing the bounty for pocket gophers. The following shows the current and proposed bounty rates:

	Current	Proposed
Swift County	\$2.00	\$3.00
Townships	\$1.00	\$2.00
Total	\$3.00	\$5.00

The board should review the proposal and take an action.



SWIFT COUNTY ADMINISTRATION

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Benson, MN 56215

Memo

To: Swift County Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: March 13, 2013
Re: Pomme de Terre River Association Joint Powers Agreement

Action(s) Requested

1. Consider approving the Pomme de Terre River Association Joint Powers Agreement (JPA).

Background

Through a previous Joint Powers Agreement, Pomme de Terre River Association has been in existence since 1981. Due to new state statute requirements related to Joint Powers Associations and requirements by MCIT, a revision is needed to the current Joint Powers Agreement.

Previously Stevens County acted as the fiscal agent for the Pomme de Terre River Association. Under the new agreement the association will act as their own independent organization which is one of the new requirements of MCIT. Additionally, with the additional financial resources available through the Minnesota clean water, land, and legacy amendment the time is right to revise the agreement to take advantage of new grant funding opportunities.

County Attorney Finke reviewed the agreement and provided the following comments:

My only concern with the agreement is that in order to withdraw from the JPA we would need to give notice by the end of June if we intend to withdraw from the JPA at the end of the calendar year. This seems a little long. Otherwise, I don't see any concerns.

Recommendation(s)

1. Consider if the length of notice to withdraw from the JPA is excessive.
2. Consider approving the Pomme de Terre River Association JPA.

**Pomme de Terre River Association
Joint Powers Agreement**

**Article 1
Enabling Authority**

THIS AMENDED AND RESTATED AGREEMENT is made by and between the political subdivision organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this "Agreement."

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties or any similar powers including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or any adjoin state, and any agency of the State of Minnesota of the United States, and includes any instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and all other applicable statutes, rules and regulations, the following Parties:

Big Stone County, Douglas County, Grant County, Otter Tail County, Stevens County, Swift County, Big Stone SWCD, Douglas SWCD, Grant SWCD, West Otter Tail SWCD, Stevens SWCD, Swift SWCD

hereto agree as follows:

**Article 2
Purpose**

The purpose of this agreement is the joint exercise of powers by the undersigned governmental units to develop and implement plans with regard to protection of property from damage of flooding; controlling erosion of land; protection of property, streams and lakes from sedimentation and pollution; and maintaining and improving the quality of water in the streams, lakes and ground water: all in accordance with the intent of Section 471.59 of Minnesota Statutes.

- A. Coordinate with local, state, and federal agencies to encourage landowners to voluntarily change their land use practices to improve the quality of water resources within the Pomme de Terre River watershed.

- B. Provide other similar or related services and programs as determined by the Board.
- C. Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

Article 3 Name

The name of this joint power entity shall be Pomme de Terre River Association hereinafter sometimes referred to as PDTRA.

Article 4 Agreement to Participate

- 4.1 Members.** The members (entities) under this agreement are those Counties and Soil and Water Conservation Districts lying within the boundaries of the watershed of the Pomme de Terre River, namely, Big Stone County, Douglas County, Grant County, Otter Tail County, Stevens County, Swift County, Big Stone SWCD, Douglas SWCD, Grant SWCD, West Otter Tail SWCD, Stevens SWCD, Swift SWCD.
- 4.2 Compliance.** A Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the Joint Powers Agreement, bylaws, policies and procedures adopted by the Board.
- 4.3 Financial Obligation.** In addition to grant funding received, members may provide additional direct funding as they may determine from time to time. In addition to, or in lieu of financial support, the members may also contribute services, personnel, or personal property to the PDTRA in such amounts as the members may determine from time to time. Each member is not expected to make any individual contribution unless it is approved by all the Members.

Article 5 Governance

5.1 Governing Board. A governing board shall be formed to oversee the operation of the PDTRA and shall be known as the Board.

5.1.1 Membership. The Board shall be comprised of one representative of each County Board of Commissioners and each Soil and Water Conservation District included in this agreement. Each member of the Board shall be a member of each respective unit of government and shall be appointed by the respective unit of government.

5.2 Terms; Vacancies. The term of appointment shall be set by the respective unit of government. The appointing entity shall appoint a designee as soon as a vacancy occurs.

5.3 Officers of the Board. The Board shall elect a Chair, Vice Chair, and Secretary/Treasurer from its membership who shall serve two year terms.

5.3.1 Election of Officers. The JPB will elect officers at the first meeting of the year in every even-numbered year. Officers will be elected for two-year terms. A special election shall be held to replace any officer who is no longer a member of the JPB. The duties of the Officers shall be described in the By-laws of the JPB.

5.3.2 Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.

5.4 Meetings. The Board shall comply with the Minnesota Statutes Chapter 13D (Open Meeting Law).

5.5 Voting. A quorum for any JPB meeting shall be over 50% of the JPB membership.

5.6 By-Laws. The Board may adopt by-laws to govern its operations. Such by-laws shall be consistent with the Agreement and applicable law.

5.7 Amendments. This Agreement may be amended from time to time as deemed necessary.

5.8 Records, Accounts and Reports.

5.8.1 Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained at the official location of the host entity and/or fiscal agent as determined by the By-laws of the Board.

5.8.2 Receipts and Disbursements. The PDTRA will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the PDTRA.

5.8.3 Audits. The Board shall have an annual third party audit of the books and accounts of the PDTRA and shall make a file report to its Members at least once each year.

Article 6

Powers of the Board

6.1 General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

6.2 Specific Powers.

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

Administrative services shall be provided under the direction and control of the Board. These services shall include, but are not limited to, financial, legal and general administration. The Board may enter into contract and/or agreements with one or more of its member entities as a (Host Entity/Fiscal Agent) to carry out the functions of the PDTRA.

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

6.2.2 Employees. The Board may employ, train, pay, discipline, discharge and otherwise manage personnel needed to assist the PDTRA Board in carrying out its duties and responsibilities. Employees of the Board shall not be considered employees of the Parties to this Agreement for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

6.2.3 Contracts. The Board may enter into contracts and/or agreements necessary for the exercise of its duties and responsibilities to govern the PDTRA. The board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts and/or agreements let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts and/or agreements required by law (i.e. fiscal management, personnel management).

6.2.4 The PDTRA may apply for and accept gifts, grants, or loans of money or other personal property from the United States, the State of Minnesota, or any other body, organization, political subdivision, or person, whether public or private. The board may enter into any agreement required in connection therewith, and hold, use, or dispose of any such money or other property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

6.2.5 Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

6.2.6 Budget.

6.2.6 A. Budget and work plan. The PDTRA will develop an annual work plan budget, dependent on budget reserves and/or anticipated continued Grants and Project funding. The work plan and budget may be modified as needed to meet actual grant or other funding amounts and requirements.

6.2.6 B. Budgeting and accounting services. The PDTRA may contract with one or more of its member entities (Fiscal Agent) to provide any and all budgeting and accounting services necessary or convenient for the PDTRA. Such services shall include, but not be limited to: management of all funds, including County contributions and grant monies; payment for contracted services; and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Fiscal Agent shall apply to transactions of the Board. The PDTRA, through a separate contract or joint powers agreement, shall enumerate the authorities and duties of the Fiscal Agent. The parties shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established PDTRA funds shall be credited back to that same fund.

6.2.6 C. Employee accommodation. The PDTRA may enter into a contract and/or agreement with one or more of its member entities (Host Entity) to provide office space necessary to carry out the duties and responsibilities of administration on behalf of the PDTRA.

Article 7 Indemnification and Hold Harmless

7.1 Applicability. The PDTRA 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 Agreement. PDTRA 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 466.

7.2 Indemnification and Hold Harmless. The PDTRA shall fully defend, indemnify and hold harmless the Parties, employees, and officials against all claims, losses, liability, suits, judgments, costs, and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the PDTRA. 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.

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 purpose of liability, as set forth in Minnesota Statutes Section 471.59, Subd. 1a (a); provided further

that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of 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 agreed in writing to be responsible for acts or omissions of the other Parties.

Article 8

Withdrawal and Termination

8.1 Withdrawal. A Party shall have the right to withdraw from this agreement and association hereby created, in the following manner:

8.1.1 The board of the withdrawing Party shall pass a resolution declaring its intention to withdraw on December 31 and shall send a certified copy of such resolution to the Chair of the PDTRA Executive Board at least 6 months prior notice.

8.1.2 Upon receipt of the resolution of withdrawal, the Chair of the PDTRA Executive Board shall send a copy of said resolution to each Party's Board.

8.1.3 Withdrawal by a Party shall not result in the discharge of any legal or financial liability incurred by such Party before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing county to the approval of the remaining member counties, which approval shall not be unreasonably withheld.

8.1.4 A withdrawing Party shall not be entitled to a refund of funds paid, or forgiveness of funds owed to the PDTRA prior to the effective date of withdrawal. A withdrawing member shall not be entitled to the return of any personal property, given, granted or loaned by it to the PDTRA unless specified by written agreement.

8.2 Effective Date and Obligations. This agreement and the PDTRA created hereby, shall continue indefinitely in full force and effect until all grant funds are exhausted or until all member Parties, or all remaining member Parties, mutually agree to terminate the agreement by joint resolution passed by the member Parties respective Boards.

8.3 Termination. This agreement shall remain in effect until rescinded or terminated by a 2/3 vote (8) or until the objectives of the plan have been fulfilled.

8.3.1 Effects of Termination. The termination of this agreement shall not act to discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

8.3.1 A Financial obligations shall continue until discharged by law, the Agreement or any other agreement.

8.3.1 B Property acquired by the PDTRA and surplus funds shall be distributed and returned to the Parties by percentages pursuant to Article 4.1 of the Bylaws.

Article 9
Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Chair of the PDTRA who will maintain them at the PDTRA host entity office.

In witness whereof, the undersigned governmental units, by action of their governing bodies, has caused this Agreement to be executed in accordance with the authority of Minnesota Statute 471.59.

APPROVED AS TO FORM:

Governmental Unit

County Attorney

Board Chair

Date

Date

ATTEST _____
County Auditor OR Administrator

Bylaws of the Pomme de Terre River Association
_____, 2013

Article I
Joint Powers Board

Section 1.1 Name.

The association established herein shall be known as the Pomme de Terre River Joint Powers Association and herein referred to as the "JPB" or the "Association".

Section 1.2 Purpose.

The purpose of this agreement is the joint exercise of powers by the undersigned governmental units to develop and implement plans for the protection of property from damage of flooding, controlling erosion of land, protection of property, streams and lakes from sedimentation and pollution, and improving and maintaining the quality of water in the streams, lakes and ground water. All is done in accordance with the intent of Section 471.59 of Minnesota Statutes.

Section 1.3 Membership.

The Association is governed by a Joint Powers Board (JPB) which shall consist of one Soil & Water Conservation District Supervisor and one County Commissioner from each county including: Otter Tail, Grant, Douglas, Stevens, Swift and Big Stone. There will be a total of 12 members on the JPB. They will be appointed by their respective county boards and SWCD to represent their organization on the JPB. The term of appointment shall be determined by the respective unit of government.

Section 1.4 Limits of Jurisdiction.

The limits of the jurisdiction of this agreement shall include the lands lying within the boundaries of the Pomme de Terre River Watershed and within the counties defined above as being a part of this joint powers agreement.

Section 1.5 Effective Date of Agreement.

This revised agreement shall take effect and be enforced after the date it is adopted by the JPB.

Article II
JPB Meetings

Section 2.1 Regular Meetings.

The JPB shall hold regular meetings on a bi-monthly or monthly basis, whichever is decided by the current members of the JPB. Notices for the meetings shall be sent by electronic or regular mail to the members of the JPB and other interested persons at least 7 days in advance of the meeting.

Section 2.2 Special Meetings.

The JPB Chair, any three JPB members, or any person authorized to do so by prior action of the JPB may call a special meeting of the JPB. The person or persons calling the meeting shall fix the time and place for holding the special meeting not less than five days prior thereto, either personally, by email, fax or mail to each member of the JPB.

Section 2.3 Quorum.

A quorum for any JPB meeting shall be over 50% of the JPB membership.

**Article III
Officers**

Section 3.1 Number of Officers.

The JPB will elect three Officers from within their membership: Chair, Vice Chair, and Secretary/Treasurer.

Section 3.2 Election of Officers and Term of Office.

The JPB will elect officers at the first meeting of the year in every even-numbered year. Officers will be elected for two-year terms. A special election shall be held to replace any officer who is no longer a member of the JPB.

Section 3.3 Chair.

The Chair shall:

- A. Have general active management of the business of the JPB;
- B. When present, preside at all meetings of the JPB;
- C. Ensure that all orders and resolutions of the JPB are carried into effect;
- D. Sign and deliver any documents, deeds, contracts, or other instruments pertaining to the business of the JPB;
- E. Maintain records of and, whenever necessary, certify all proceedings of the JPB; and
- F. Perform other duties prescribed by the JPB.

Section 3.4 Vice Chair.

The Vice Chair shall:

- A. Stand in for the Chair in his/her absence at any meeting;
- B. Act on items requiring attention in absence of the Chair; and
- C. Perform other duties as prescribed from time to time by the JPB.

Section 3.5 Secretary/Treasurer.

The Secretary/Treasurer shall in conjunction with the fiscal agent:

- A. Attend all meetings for the JPB;
- B. Act as clerk and shall record all the proceedings of the meetings in the official file of the JPB;
- C. Give proper notice of meetings to the JPB and interested participants;
- D. Review the JPB financial status and serve as fiscal manager to be responsible for the JPB's income and expenses;
- E. Implement financial procedures adopted by the Board or Chair;
- F. Keep secure financial record for the JPB;
- G. Distribute and deposit funds for the JPB or direct staff in these proceedings;
and
- H. Perform other duties as prescribed from time to time by the JPB.

Section 3.6 Procedures.

The Association shall exercise all powers and authority through an affirmative vote of the majority of its members present at a regular or adjourned regular meeting or at a special meeting, if a quorum is present.

Section 3.7 Compensation.

There shall be no compensation paid by the association for serving on this Joint Powers Board.

Article IV Administration

Section 4.1 Administration.

The JPB may acquire, through written contract and/or agreement, financial services and/or office space from a member or member entities to provide fiscal agent support and/or employee accommodations as described in a JPB Request For Proposal (RFP).

These support services and accommodations shall be reviewed at the request of a member entity that has an agreement to provide said support or accommodations.

Administrative costs will be apportioned to the JPB counties included herein based upon the following criteria:

County	Acres of County in Watershed	Percentage of Watershed Area	Population of County in Watershed	Percentage of Watershed Population	Percentage of funding contributed**
Big Stone	18,116	3	75	0	1.8
Douglas	19,930	4	288	2	2.6
Grant	100,334	18	2056	12	15.0
Otter Tail	128,829	23	3070	18	20.5
Stevens	221,334	40	8249	48	43.8
Swift	71,421	13	3410	20	16.3
Total	559,964	100	17148	100	100

**based on 1/2 percentage of land plus 1/2 percentage of population

Article V Committees

The following committees shall be advisory to the JPB and be filled as necessary. Any standing committee shall consist of a chair, vice-chair, secretary, and ex-officio members appointed by the JPB Chair.

- A. Technical Advisory Committee – This committee shall also consist of one Soil & Water Conservation District employee and one County employee from each member entity responsible for implementing projects and engaging in opportunities to restore and improve water quality within the watershed. It shall also be responsible to provide training, orientation, and guidance to JPA employees.
- B. Budget Committee – This committee shall consist of at a minimum three (3) County Commissioners responsible for developing an annual budget based on existing/ anticipated grants and a two (2) year cash reserve.
- C. Personnel Committee – This committee shall be responsible for matters relating to personnel policies and practices, compensation and benefits, employee relations, staffing and organizational structure.

The JPB may also create and appoint other committees as it deems appropriate to the completion of its purpose.

Article VI Bylaw Changes

Section 6.1 Bylaw Changes.

The Bylaws can be changed with a 2/3 vote (8) after the JPB has had no less than 30 days to review the proposed change.

March 12, 2013

Sheriff John Holtz
301 14th St N
Suite 4
Benson, MN 56215

Sheriff Holtz,

It is with regret and anticipation that I am turning in my 14 day notice. My last day of work will be March 25, 2013.

I appreciate the opportunities I have had here. Best of luck in the future.

Sincerely,

A handwritten signature in black ink that reads "Kim Pierce". The signature is written in a cursive style with a large initial "K".

Kim Pierce



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Swift County Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: March 14, 2013
Re: Goals

Action(s) Requested

1. Consider finalizing Goals for the County and Administrator.

Background

On March 5th the Board reviewed and discussed goals for the County and the Administrator to work to achieve over the next six months to year. Below are a set of goals that I have drafted for the Board consideration based on the discussion on March 5th. The Board should review, amend, and consider approving a set of goals at this time.

County Goals

1. Make Swift County an innovative leader in government.
2. Encourage innovative initiatives, like Southern Prairie Community Care, which increases services to our citizens at a lower cost to our taxpayers.
3. Keep taxes consistent for our taxpayers.

Administrator Goals

1. Continue to reorganize the County workforce based on the decision made by the voters of Swift County in November of 2012 to move to appointed auditor and recorder positions.
2. Look for opportunities throughout the County, especially in the area of technology, to streamline the services we provide our citizens.
3. Work to build relationships with public entities in Swift County and strengthen relationships with surrounding Counties.



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Swift County Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: March 14, 2013
Re: Clerk of County Board

Action(s) Requested

1. Consider appointing Michel Pogge-Weaver as the Clerk of Swift County Board.

Background

With the County moving to an appointed Auditor position and since the Auditor may not attend all of the County meeting, the board should consider appointing a Clerk of County Board that will consistently attend board meetings. M.S. 375A.10 permits the board to appoint a Clerk of County Board when the Auditor position is an appointed position.

Recommendation(s)

1. Appoint Michel Pogge-Weaver as the Clerk of Swift County Board.