

Notice & Agenda

Swift County Board of Commissioners

REVISED AGENDA

Tuesday, April 17, 2018

9:00 AM

Benson City Council Chambers – 1410 Kansas Ave, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the April 3, 2018 Regular Meeting
	3	(2) Consider approving contract for Swift Falls Park Employee
	4-5	(3) Consider authorizing the Auditor to sign a three-year Snowmobile Maintenance Grant Agreement
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:35 a.m.		Catie Lee, Human Services
	6-22	Consider approving two contracts and one amendment
	23-28	Monthly Update
10:00 a.m.		Michael Johnson, Parks, Drainage & Wetlands
	29-31	Informational meeting for Lat. E-JD #19
	32	Consider approving Bids for Drainage Projects
10:45 a.m.		Scott Collins, Environmental Services
	33-41	Consider approval of a resolution designating Scott Collins as the Project Representative for the implantation of the SSTS Upgrades Clean Water Project
10:50 a.m.		John Holtz, Sheriff
	42	Consider approving two deputies in the Sheriff's Department
11:00 a.m.		Other Business
		One-time Fund Exception Discussion
		Housing Institute Update
		Strategic Planning Discussion
11:30 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

April 3, 2018

Chairman Rudningen called the meeting to order at 9:02 AM with all members present. Also present: County Administrator Kelsey Baker and members of the public.

Chairman Rudningen asked if there were any changes or additions to the agenda. Administrator Baker requested to move Sheriff Holtz up in the agenda in front of Wold Architects and Engineers. There were no other changes or additions.

04-03-18-01 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the agenda as amended. Motion carried unanimously.

04-03-18-02 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the Consent Agenda items: (1) Approval of Minutes from the March 20, 2018 Regular Meeting, (2) Consider approving additional MFIP and DWP allocation to Chippewa County. Motion carried unanimously.

04-03-18-03 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: County General Revenue, \$59,762.58; Solid Waste Fund, \$9,061.00; Road and Bridge, \$2,992.80; Human Services, \$2,716.00 which includes the following bills over \$2,000: Albany Recycling Center, \$2,245.32; American Communications Inc., \$5,600.00; Geyer Recycling, \$5,980.00; Girard's Business Solutions Inc., \$5,760.00; Jaguar Software, \$6,798.00; Ridgewater College, \$8,810.00; Treasurer, Clontarf Township, \$2,769.00; University Of Minnesota, \$18,348.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner E. Pederson reported on DAC meeting and the Historical Society. Commissioner Fox reported on Hospital Finance, Hospital Building Project, Southern Prairie, Chippewa Watershed and Private Industry Council Regional meeting. Commissioner Hendrickx reported on Building Committee meeting, RDC, AMC Education & Training meeting, Southern Prairie and 6W Corrections. Commissioner P. Peterson reported on 6W Corrections and Prairie Five. Chairman Rudningen gave an update on Prairie Lakes Youth, Construction meeting, Emergency Services Radio Board and Building Committee meeting.

Chairman Rudningen asked for Citizens comments: There were none.

Administrator Baker discussed the Building Committee meeting, Supervisory Training, Countryside Public Health, Employee Recognition night and County Purchasing.

Parks, Drainage & Wetlands Supervisor Mike Johnson requested to set an information meeting date and time for Lat. E-JD #19 to discuss present and future drainage. The meeting date is scheduled for April 17th at 10:00 AM.

Human Service Director Catie Lee requested approval of \$1,684.19 payment to SW Adult Mental Health Consortium.

04-03-18-04 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the payment of \$1,684.19 to SW Adult Mental Health Consortium. Motion carried unanimously.

Sheriff Holtz updated the board on his plan to move forward with hiring a 7th deputy and will follow with an update on staffing and new hires at the April 17th Board meeting.

Wold Architect and Engineers Jonathan Loose and Northland Securities George Eilertson updated the board on the building committee Recommendation and funding options.

The building committee recommended moving forward with the Pre-Design Services for the possibility of facility improvements.

04-03-18-05 Commissioner Fox moved and Commissioner P. Peterson seconded to move forward with the \$20,000 fixed fee proposal regarding Pre-Design Services for the possibility of facility improvements. Motion carried 4-1 with Commissioner E. Pederson opposing.

The board recessed at 10:55 AM.

The board reconvened at 11:15 AM for the Human Service Work Session.

04-03-18-06 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 1:26 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
April 17, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving contract for Swift falls Park employee	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Independent Contractor
BACKGROUND/JUSTIFICATION: Contract for person who takes reservations and checks Swift Fall County Park	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action Click here to enter text.	

Budget Information

FUNDING: Park Budget

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

Motions <input type="checkbox"/> J Fox <input type="checkbox"/> G Hendrickx <input type="checkbox"/> E. Pederson <input type="checkbox"/> P Peterson <input type="checkbox"/> E Rudningen
Action <input type="checkbox"/> Vote



Request for Board Action

BOARD MEETING DATE:
April 17, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider authorizing the Auditor to sign a three year Snowmobile Maintenance Grant Agreement.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to approve signing of a contracts
BACKGROUND/JUSTIFICATION: Swift County has acted as the legal sponsor for Northern Lights Trails Snowmobile Club. The auditor in previous years has signed these contracts as the sponsor. I am requesting approval to sign the Grant Agreements again as a sponsor.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was submitted for review prior to the meeting	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**AUTHORIZING SPONSORSHIP OF TRAILS OPERATED BY THE
NORTHERN LIGHTS TRAILS SNOWMOBILE CLUB**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that Swift County act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for the maintenance of snowmobile trails managed by the Northern Lights Trails Snowmobile Club; and

BE IT FURTHER RESOLVED, that upon approval of its application by the State, Swift County may enter into an agreement for the years 2018, 2019 and 2020 with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement; and

BE IT FURTHER RESOLVED, that Eric Rudningen, County Board Chairman and Kelsey Baker, Clerk of the Board are authorized to sign such an agreement with the Department of Natural Resources; and

BE IT FURTHER REOLVED, that Kimberly Saterbak, County Auditor, is hereby authorized to serve as the fiscal agent for the above referenced project; and

BE IT FINALLY RESOLVED, that notwithstanding the financial assistance provided for in the State Contract, Swift County shall not be liable for such costs as are incurred by the Club because state funds are depleted.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of April 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker
Clerk of the Board

Fox ___
P Peterson ___

Hendrickx ___
Rudningen ___

E Pederson ___



Request for Board Action

BOARD MEETING DATE:
April 17, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving two contracts and one amendment	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: County Board action needs to be taken to approve contracts
BACKGROUND/JUSTIFICATION: Greater Minnesota Family Services – This is a new contract to Swift County Human Services. This contract is a request to provide part-time services for family based and CTSS services. This would enable Swift County HS to decrease current costs for the existing service contract. Rhonda Nietfeld-Sundermann, LICSW – This is a new contract to provide in-home therapy/counseling and Clinical Supervision for Mental Health Targeted Case Management. Neither service is able to be provided by any current contract and the Supervision is required by MN Statute 245.462 Subd. 4 (d). Woodland Centers Contract Amendment – Decreases the number of FTE’s purchased and increases the provision of deliverables and allows the provision for decrease of FTE if SCHS deems it is needed.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: Click here to enter text.

PURCHASE OF SERVICE AGREEMENT
GREATER MINNESOTA FAMILY SERVICES
AND
SWIFT COUNTY HUMAN SERVICES
April 1, 2018 to December 31, 2018

The Swift County Human Services, 410 21st St. S, Benson, MN 56215, hereafter referred to as “Department”, and Greater Minnesota Family Services, (hereafter GMFS), 2320 E. Hwy. 12, Suite 2, Willmar, Minnesota 56201, hereafter referred to as “Contractor”; enter into this agreement for the period from April 1, 2018 to December 31, 2018.

WITNESSETH

WHEREAS, the Center is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from Greater Minnesota Family Services,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Center agree as follows:

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Center agrees to furnish the following:

Family Based Services – Family Based Mental Health
Family Community Support Service/Skills
Family Based Counseling
Family Based Crisis Services

County and MA/GAMC Funding Model.

GMFS will provide 648 hours of family based services (0.5 F.T.E.). These positions are serviced by Qualified Mental Health Practitioners, qualified to provide mental health practitioner services under the supervision of a licensed Qualified Mental Health Professional. GMFS will accept reimbursement as \$64.88 per hour. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), or commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. Diagnostic Assessments will be provided on an as needed basis at the request of the Department. Diagnostic Assessments are \$91.60 per unit. A Service Unit includes one hour of direct and indirect service to the client. The Department will pay for one unit (billable hour) per “no show” appointments. The Department will also pay for all copays, deductibles, and coinsurances where there is no secondary MA/PMAP insurance to bill.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model)

GMFS will invoice the county or MA/GAMC for qualified services. Costs of this contract for all Family Based services direct and indirect will not exceed \$42,042.24 for the 0.5 FTE. Each MA/GAMC client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Program (PMAP) and Targeted Case Management (TCM) (see attached contract) for all direct client contact and travel time.

Number of Client Cases per FTE Caseload

The Greater Minnesota Family Services Board of Directors has established the maximum number of case referrals from the Department, at any given time, shall be twelve client cases for 1.0 FTE. The range would be six to twelve cases. Greater Minnesota Family Services requests that if more cases need referral, the Department would refer these clients to other available Family Based staff.

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirement to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.
- d. The contractor will furnish initial reports within 30-45 days, monthly summary reports for case managers containing how many times and length of sessions, no shows, attempts to schedule, if the client is compliant and summary of progress towards meeting goals, quarterly reports or as requested, thereafter discussing the assessment, goals, approaches, and recommendations. Rule 79 Evaluations will be utilized, where applicable, in place of the initial reports. All clients families are given client satisfaction surveys, copies of which will be given to the case manager.
- e. Program Outcomes:

- 75% of families utilizing GMFS intensive family based services will remain intact, which will reduce the number of days in out of home placement.
- 75% of families utilizing GMFS intensive family based services will be satisfied with services provided.
- Families with GMFS will use their crisis respite care provider instead of crisis shelter services during periods of child crisis.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department.
- b. Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor contingent upon receiving monthly summaries for the month being invoiced. Invoices will include identifying no-shows, copays and deductible information for who is receiving the service.

Audit and Record Disclosures:

The Contractor agrees that within 60 days following the termination date of this contract, to provide unaudited financial statements for year end and/or copies of tax reports filed with the IRS in lieu of CPA audit reports. The financial statements must be done according to generally accepted accounting standards to result in statements that include balance sheet, income statement, and changes in financial position.

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor (1998, MN Laws, ch. 386, art. 1. & 6.). State records need to be retained for four (4) years for audit purposes.

The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

The Consultant agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Appropriately safeguarded.
- Any misuse of IIHI will be reported.
- Secure satisfactory assurances from any subcontractor.
- Grant individual access and ability to amend their IIHI.
- Make available an accounting of disclosures and release applicable records if requested.
- Upon termination, return or destroy all IIHI in accordance with conventional record retention/destruction practices.

Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his/her attorney or his/her responsible guardian.

Equal Employment Opportunity and Civil Rights Clause:

The contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000d) including Executive Order NO. 11246 and Title VI (42 USC 2000c).

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunctions with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.

Relationship of Parties:

It is understood by the parties that Mental Health Practitioners are employees of Greater Minnesota Family Services, an independent contractor, and are not employees of Big Stone County Family Service Center. Big Stone County is not responsible for any compensation or other benefits not specifically provided for in this or any other written contract with Greater Minnesota Family Services.

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.
- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

Unavailability of Services:

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. The agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers of provision of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.
- e. No claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of federal regulations, which make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- g. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.

Subcontracting:

The Contractor shall not enter into subcontracts from any of the work contemplate under this agreement without written approval of the Department. All subcontracts shall be subject to the

requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

Miscellaneous:

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in this agreement, the addendum for Clinical Supervision, and the addendum for the Shelter Care Program, and that these documents of agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county family service department(s) relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the Contractor have executed this agreement as of the day and year first above written.

Signature _____
Thomas Belcher, C.F.O.
Greater Minnesota Family Services

Date Signed

Signature _____
Director
Swift County Human Services

Date Signed

Chairperson, County Board

Date Signed

Print Name

APPROVED AS TO FORM AND EXECUTION

County Attorney

Date Signed

Print Name

An Equal Opportunity/Affirmative Action Employer

2018

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and **Rhonda Nietfeld-Sundermann, 25474 State Hwy 4, Paynesville, MN 56362**, hereinafter referred to as the "Contractor", enter into this agreement for the period of **April 18, 2018 to December 31, 2018**.

Witnesseth

WHEREAS, the Department, wishes to purchase professional mental health services from the Contractor; and
WHEREAS, funds are available for the purchase of such services; and
WHEREAS, the Contractor represents that it is duly qualified and willing to perform such mental health services; and
WHEREAS, the Department, pursuant to M.S. 373.01, 373.02 and 256M wishes to enter into a Host County Contract with the Contractor; and
NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Department and the Contractor agree as follows:

100 Definitions

Department's Designated Agent - The County Human Services Director shall be the Department's Designated Agent for the purpose of receiving notification under the terms of this Contract.

Individual - Means a single person, marital or cohabitating couple, or some other multi-person configuration of significant or related persons in which the need for outpatient type mental health or counseling services have been identified.

Individual Service Plan (ISP) - Means a written document indicating problems, goals, objectives, monitoring, and evaluation components and the like related to individuals receiving mental health services.

Notification of Individual - Means notification in writing to the male or female head of the client group receiving services under this Contract.

Child Outpatient Diagnostic Assessment (40500) - Means diagnostic assessment of a child including history, mental status, or disposition; psychological testing by physician/psychologist. This excludes diagnostic assessments provided as part of a day treatment or family community support services, and those provided by staff of a residential or inpatient program.

Adult Outpatient Diagnostic Assessment (40800) - Means diagnostic assessment of an adult including history, mental status, or disposition; psychological testing by physician/psychologist. This excludes diagnostic assessments provided as part of a day treatment or community support program, and those provided by staff of a residential or inpatient program.

Psychotherapy with patient and/or family member (45200) - Means counseling services provided by a mental health professional to an individual or family member experiencing difficulties within the home.

Family psychotherapy (45300) - Means counseling services provided to a family experiencing difficulties within the family system.

200 Purchase of Services

1. At the request of the Department, the Contractor agrees to furnish the following estimate of services:

Code	Title	Unit Type
40500	Child Outpatient Diagnostic Assessment	HR-Hour
40800	Adult Outpatient Diagnostic Assessment	HR-Hour
45200	Psychotherapy. With patient and/or family member	HR-Hour

2. The unit cost for services to reimbursement eligible individuals shall be at the following rates:

Professional Type	Rate
a. Qualified Mental Health Professional	\$190.00
b. Rule 79 Clinical Supervision	\$ 93.00

3. The total amount to be paid to the Contractor for purchased services shall not exceed **\$20,000** for the duration of the Contract. It is mutually understood that flexibility shall be used in the management of the total Contract dollars.

300 Delivery of Services

1. The Contractor will keep their license to practice therapy in good standing.

2. Services will be provided to individuals by the Contractor either from the contractor's place of business or at Swift County Human Services - in Benson. Appointments may be arranged to take place in the individual's home at mutually convenient times. Such scheduling is at the discretion of the Contractor.

3. The Contractor agrees to provide services, when applicable, in accordance with licensing standards and in accordance with the type, amount, frequency, and duration that meets the needs of the individual/family or the requirements of court.

5. The Contractor agrees to notify the Department in writing within ten (10) days whenever the Contractor is unable to or is going to be unable to provide the quality or quantity of services to achieve the objectives as required by this Contract. Upon such notification, the Department and Contractor shall determine whether the Contract should be modified or canceled.

6. Nothing in this Contract shall be construed as requiring the Contractor to provide services, or the Department to continue purchasing services from the Contractor for any eligible individual upon cancellation or termination of the Contract.

7. Specific expectations of the Contractor in relation to those cases specifically referred by the Department and in which the case manager has requested on-going involvement:

- ✓ perform customary counseling/therapy services;
- ✓ maintain contact with the Department's case manager ;
- ✓ attend foster placement reviews, when requested;
- ✓ obtain necessary authorizations to exchange information; and
- ✓ prepare monthly summary reports for case managers and additional reports if needed for court.

9. Specific expectations of the Department in relation to those cases that a Department case manager makes a referral to the Contractor include:

- ✓ complete an initial assessment of family issues and prepare appropriate referral information for the Contractor;
- ✓ coordinate overall case management services;
- ✓ actively participate in arranging family case staffings, foster placement reviews, and the like and/or;
- ✓ perform any necessary court services related functions.

400 Eligibility For Services

1. The Contractor will receive referrals from the Case Manager as approved by the Social Services Supervisor. The Department will also ensure that a **Release of Information** document is completed to permit mutual exchange of information between the Contractor and the Department in those cases requiring such disclosure.

2. The Contractor agrees not to charge any program or service fee to an eligible family.

3. If the Department has determined that an individual is no longer eligible to receive services or that services are

no longer needed or appropriate, the Department should notify the Contractor within 5 days of the determination. Further, that Department should notify the individual of proposed action and of the right to appeal this proposed action.

4. The Contractor agrees to notify the Department and the male or female head of the family in writing whenever the Contractor proposes to prematurely discharge or terminate service. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not prematurely discharge or terminate services to an individual unless delay would seriously endanger the health, safety, or well-being of the individual or others.

500 Contractor Autonomy

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the autonomy with respect to:

- The application of its own intake procedures and requirements of clients.
- The methods, times and means for furnishing purchased services to referred clients.
- The determination of when to terminate purchased services.

600 Performance Based Criteria

1. Target Group - This Contract is aimed at serving adults and children who are receiving child protective services or are at high risk for needed child protective services.

2. Client Goal - As a result of service provision, individuals served will attain the highest level of self-sufficiency and psychological wellness that is possible. Additionally, individuals receiving services will attain individual objectives contained in the **ISP**.

3. Outcome Indicator - The major measure of service success will be the ability to effectively manage daily living without the need to be in a more restrictive living arrangement. Specific indicators of success are:

- a. positive change in intra-personal feelings;
- b. positive change in intra-family relations;
- c. positive change in inter-personal relations;
- d. positive change in parent/child relations; and
- e. positive change in daily living.

4. Performance Target - The service outcome targets established in relation to expected outcome indicators at time of case closure are:

- a. 90% of individuals positive change in intra-personal;
- b. 80% of individuals positive change in intra-family;
- c. 80% of individual's positive changes in inter-personal;
- d. 75% of individual's positive changes in parent/child; and
- e. 80% of individual's positive change in daily living.

700 Individual Service Plan

1. Services provided will be designed to assure that the individual served attains the goals specified in the individual's **ISP**. The Contractor will prepare an **ISP** with stated short-term objectives having measurable criteria and insure that the **ISP** is on file for each individual.

2. All **ISPs** for individuals receiving services under this Contract are hereby incorporated and made part of this Contract.

3. The Contractor agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the **ISP** by the individual and to complete monthly progress reports. These reports will be entered into the Contractor's client files. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Department to monitor and evaluate the individual's achievement of goals and objectives stated in the **ISP**.

800 Contractor Qualifications and Training

The Contractor is qualified to provide services covered by the scope of their licensure.

900 Payment for Service

The Contractor shall submit, within five (5) days after the end of the month of service, a standard **Vendor Service Voucher** for services provided each month of this Contract. The **Voucher** should distinguish between the type of services provided, family names, number of units of services, and other data required by the Department. The **Voucher** will be signed or approved by an authorized individual. The Department shall insure payment is made within 30 days of receipt of a properly completed **Voucher**.

4. The Contractor agrees to make such disclosures of ownership and control information to the Department as is required by Title 42, Code of Federal Regulation, sections, 455.100 to 455.106.

1000 Audit and Record Disclosure

1. The Contractor agrees to provide the following financial, statistical, or social service reports to the Department:

- Psychological evaluation and other like reports - as needed;
- Vendor Service Vouchers – monthly; and
- Statistical Reports – monthly.

2. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited:

- review of client files;
- review of Contractor's financial, statistical and program records;
- review of reports and data supplied by the Contractor at the Department's request.

3. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health to access Contractor's files, and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.

4. The Contractor agrees to maintain all records pertaining to the Contract at , **Minnesota**.

5. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures as defined in the Department of Human Services Manual, SSM X.1000 to X.1400, and the administrative rules of the Department of Human Services.

1100 Safeguard of Client Information

1. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes, Chapter 13.

2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be Rhonda Nietfeld-Sundermann or his successor.

1200 Equal Employment Opportunity, Civil Rights and Non-Discrimination

1. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

1300 Fair Hearing and Grievance Procedures

The Department agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

1400 Bonding, Liability, Indemnity, Insurance and Audit

1. Bonding (For Private/Non-Profit Contractors Only): The Contractor agrees to obtain and maintain for the duration of this Contract a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of **\$100,000**.

2. Liability (For State Operated Contractors Only): To the extent provided in the Tort Claims Act, Minnesota Statutes, section 3.736, the Contractor agrees to be responsible for loss, damage or injuries arising from its own negligence if:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving services from the Contractor; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

3. Indemnity (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

4. Insurance (For Private/Non-Profit Contractors Only): The Contractor further agrees, in order to protect itself and the Department under the indemnity provisions set forth above, to at all times during the term of this Contract have and keep in force a liability insurance policy in the amount of **\$1,000,000** for bodily injury or property damage to any one person or individual and **\$1,500,000** for total injuries or damages arising from any one incident.

5. Audit The Contractor agrees that within 90 days of the close of its fiscal year an audit will be conducted which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget Circular No. A-128. After completion of the audit, a copy of the audit report shall be filed with the Department.

The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract if:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

1500 Conditions of the Parties' Obligations

1. This Contract may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.

2. Before the termination date specified in section 1 of this Contract, the Department may evaluate the performance of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this

Contract. This paragraph does not create an option for renewal of this Contract.

3. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, and properly executed by both parties.

4. If the Department determines that funds are not being administered in accordance with the approved service plan, budget or that services are not being properly provided according to the terms of this Contract, the Department may terminate this Contract after notice has been provided to the Contractor.

1600 Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section 16C.02, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any Federal, State or local governmental department or agency;
- have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and
- shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (Federal, State or local government) transaction; violating any Federal or State antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions.)

Directions for On Line Access to Excluded Providers - To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://exclusions.oig.hhs.gov>. If you do not have access to the website, and/or need the information in an alternative format, contact: Catie Lee, Director, Swift County Human Services, 410-21st Street South, Benson, Minnesota 56215, email catie.lee@co.swift.mn.us or call 320-843-3160.

1700 Subcontracting

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Department.

2. All subcontractors shall be subject to and shall meet all requirements of this Contract.

3. The Contractor shall ensure that any and all subcontracts to provide services under this Contract shall contain the following language:

"The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the Contract between the County Board and the Contractor. The subcontractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to any may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity."

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

1800 Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.

2. Either party shall notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

1900 Miscellaneous

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third party beneficiary, is an affected party under this Contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the Contract between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

2000 HIPAA Protocol

The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

2100 Entire Agreement

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

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

Signatures

1. _____ Date
Rhonda Nietfeld-Sundermann

2. _____ Date
Catherine Lee, SCHS Director

3. _____ Date
Eric Rudningen, Swift County Board Chair

Approved As To Form And Execution:

4. _____ Date
Danielle Olson, Swift County Attorney

AMENDMENT

To the Contract
Between Swift County Social Services Board
And
Woodland Centers

WHEREAS, Swift County Social Services Board and Woodland Centers are parties to a Purchase of Service Contract dated July 17, 2017;

WHEREAS, Swift County Human Services has received additional child protective funding and desires to receive additional Family Skills Services from Woodland Centers;

WHEREAS, the Purchase of Service Contract for practioner’s time per week be decreased to a minimum of 1 FTE (minimum 25 hours/week billable time) starting 4/1/2018 at a monthly rate of \$6,875.84. If it is needed to decrease to 0.5 FTE hours per week (minimum of 12.5 hours/week billable time), Swift County Human Services will give a month’s notice to Woodland Centers. If this decrease occurs, the total amount of purchased services shall be \$3437.92/month. The deliverable services will include monthly summaries sent to the swift County Case Manager assigned, and payment will be processed once all summaries for the invoiced month are received.

WHEREAS, the billable time is equivalent to hours that would be billed to an insurance company as a CTSS equivalent service.

WHEREAS, the Contract requires amendment to reflect this additional amount of time and total purchased services; and

THEREFORE, the parties, pursuant to the additional amount of time and total purchased services, hereby agree to enter into this Amendment to the Contract, effective April 1, 2018.

In witness whereof, a duly authorized representative of each party has executed this Agreement in the manner appropriate to each as of the date indicated by the signature.

SWIFT COUNTY SOCIAL SERVICES BOARD
DESIGNEE

APPROVED AS TO LEGALITY AND FORM:

Eric Rudningen, Board Chair

Danielle Olson, County Attorney

Catherine Lee, Director

Date

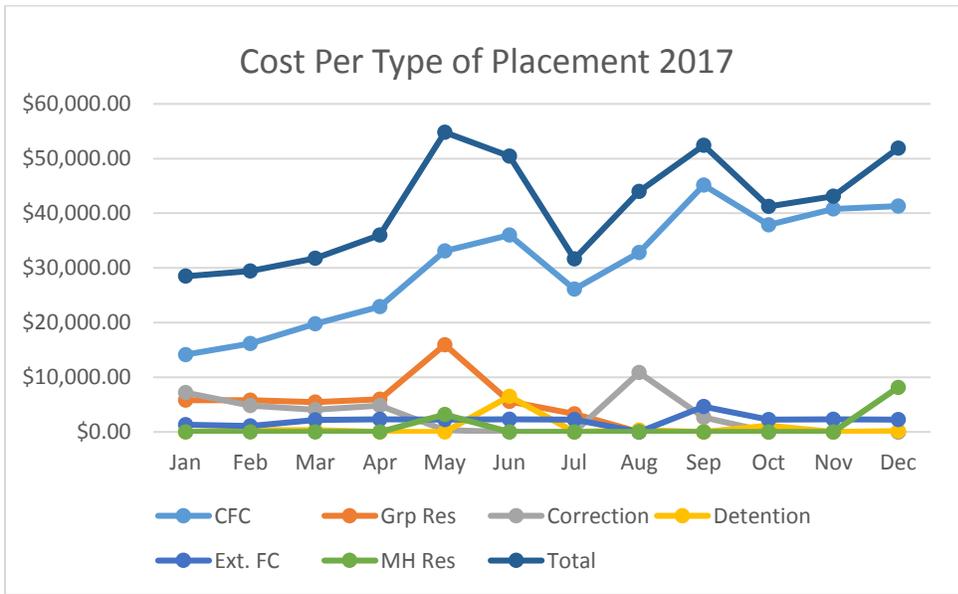
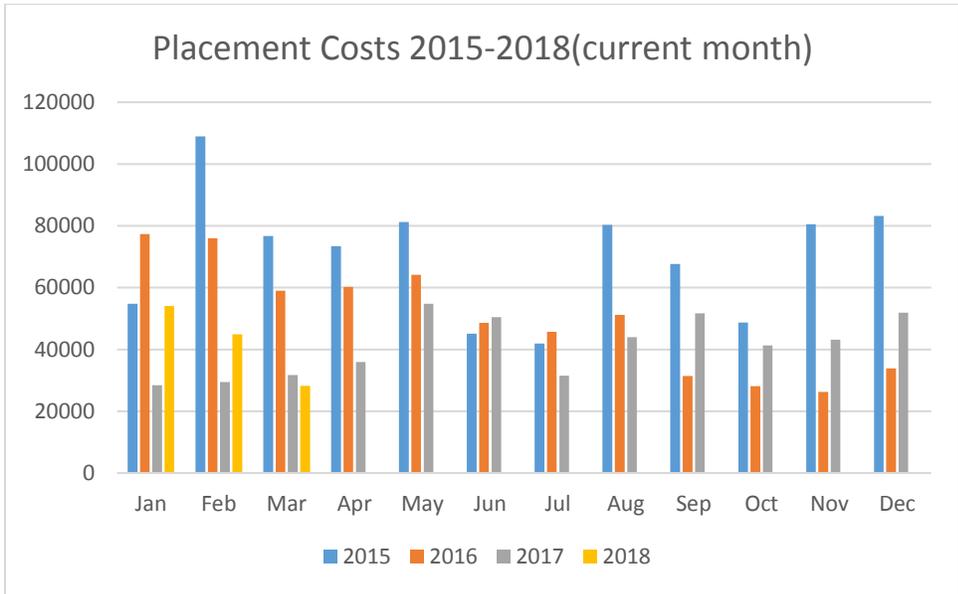
Date

Woodland Centers

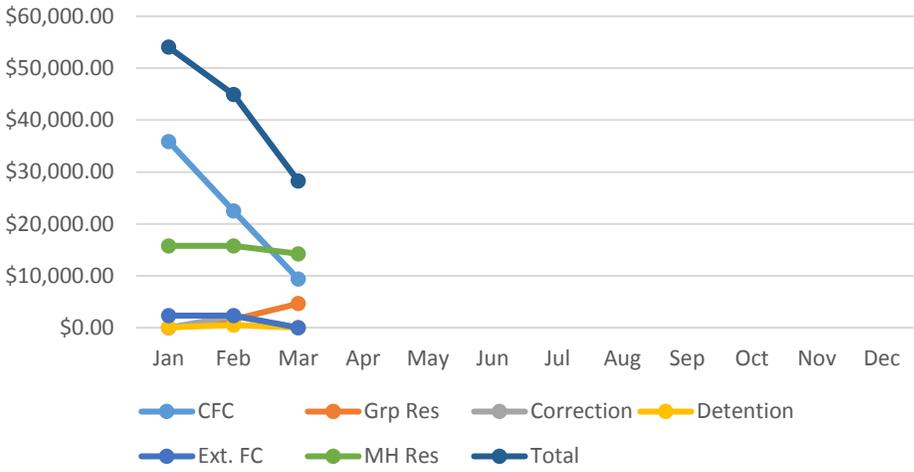
Ashley Kjos, Woodland Centers CEO

Date

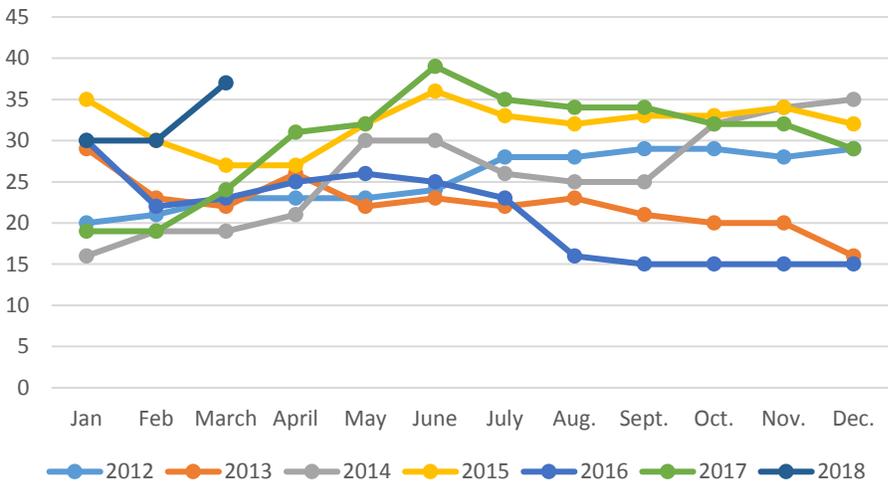
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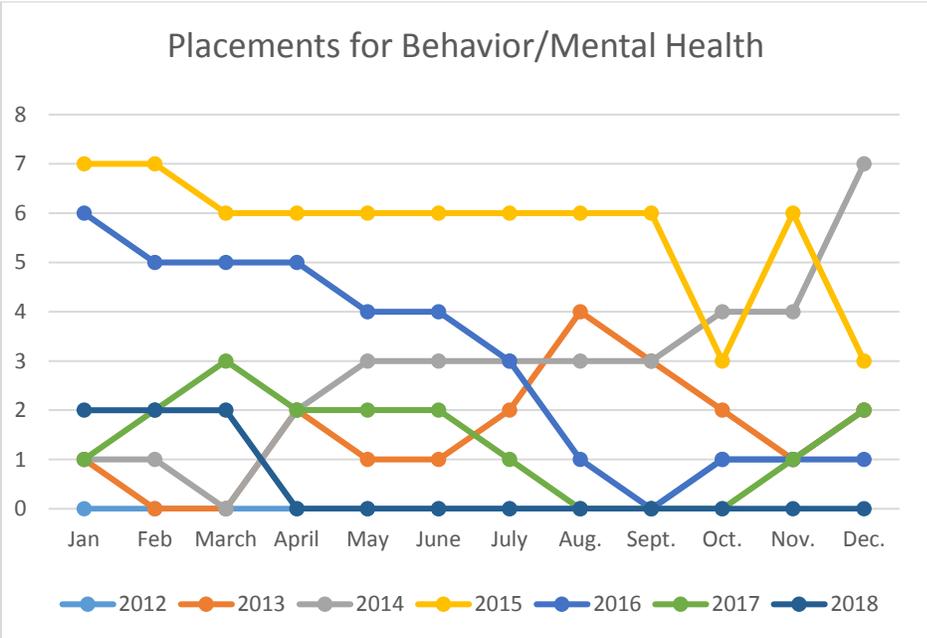
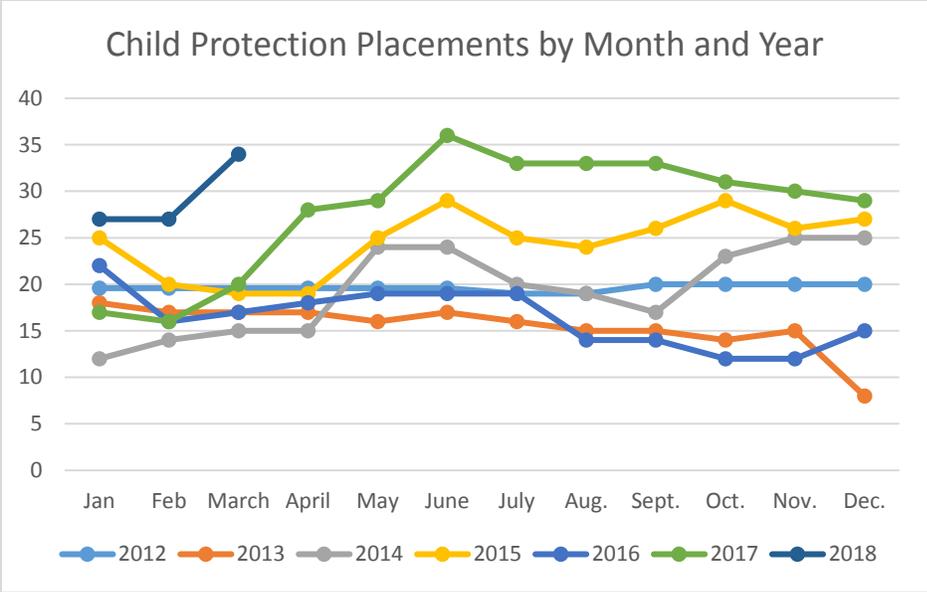


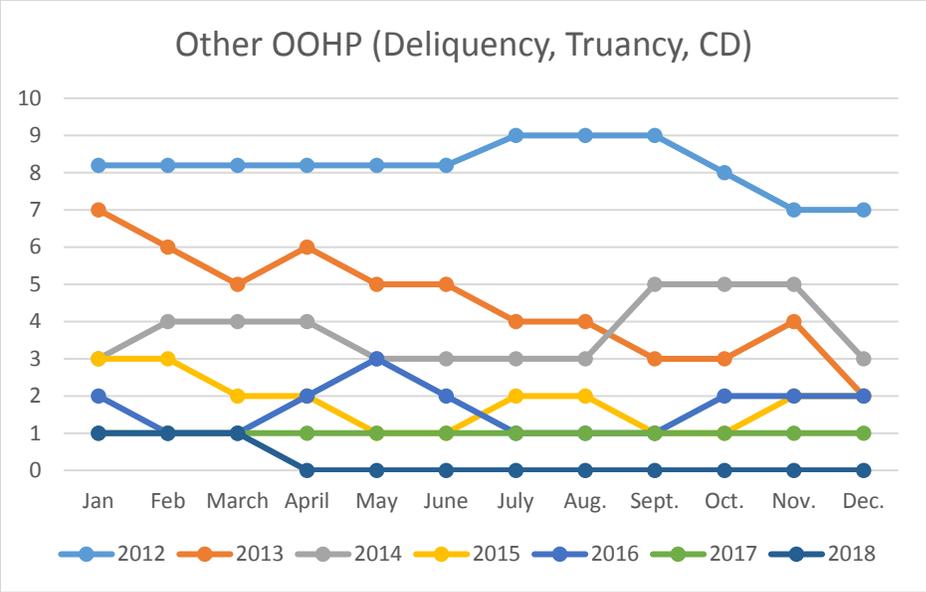
Cost Per Type of Placement 2018



Total Placements/MO/YR

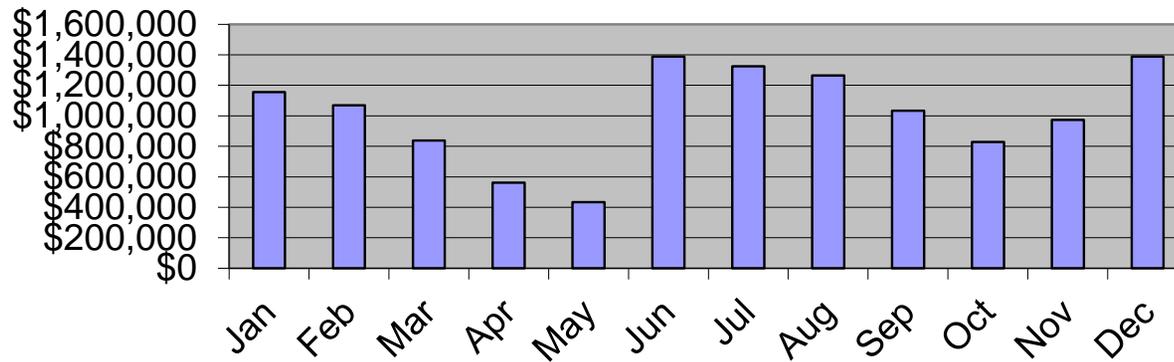






Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2009 - 2018											
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Average
Jan	\$ 1,039,335	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$1,154,783
Feb	\$ 951,620	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$1,068,312
Mar	\$ 772,024	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$837,560
Apr	\$ 658,915	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797		\$560,627
May	\$ 474,455	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645		\$433,584
Jun	\$ 1,247,245	\$ 1,244,642	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333		\$1,389,681
Jul	\$ 1,188,516	\$ 1,349,636	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790		\$1,324,044
Aug	\$ 1,179,585	\$ 1,237,374	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009		\$1,264,164
Sep	\$ 948,233	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293		\$1,033,405
Oct	\$ 832,082	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114		\$827,976
Nov	\$ 770,517	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571		\$973,182
Dec	\$ 1,279,288	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240		\$1,389,533
Average	\$ 945,151	\$ 1,017,265	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 1,906,652	

**Average Monthly Cash & Investment Balance
2009-2018**





Request for Board Action

BOARD MEETING DATE:
April 17, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Informational meeting Lat. E- JD #19 to discuss present and future drainage 10:00 AM	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Determine wishes of assessed landowners
BACKGROUND/JUSTIFICATION: Tile installed to lower water table adjacent to housing development North of Benson	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action Click here to enter text.	

Budget Information

FUNDING: Rep. Lateral E-JD #19 repair fund
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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

Michael Johnson
Devon Savage
Swift County Parks, Drainage & Wetlands



1635 Hoban Avenue
P.O. Box 241
Benson, MN 56215

Phone (320) 843-5341
Fax (320) 843-3543
Cell (320) 760-0889

e-mail: mike.johnson@co.swift.mn.us
e-mail: jim.pfeifer@co.swift.mn.us

April, 3, 2018

INFORMATIONAL MEETING

The Swift County Board of Commissioners acting as Drainage Authority for Swift County Ditch, Lateral E to Joint County Ditch #19, will be holding an informational meeting April 17, 2018 at 10:00 AM in the **Benson City Council Chambers, 1410 Kansas Avenue, Benson, MN 56215.**

Purpose of this meeting is to discuss:

- Current physical status of Lateral E
- Current financial status of Lateral E
- Resent drainage into Lateral E
- Potential future drainage into Lateral E

If you received this letter you are an assessed landowner of Lateral E and are requested to attend the meeting. If you have any questions or concerns feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Michael Johnson'. The signature is fluid and cursive.

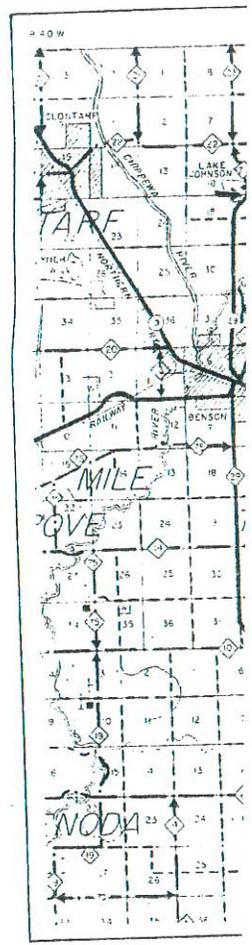
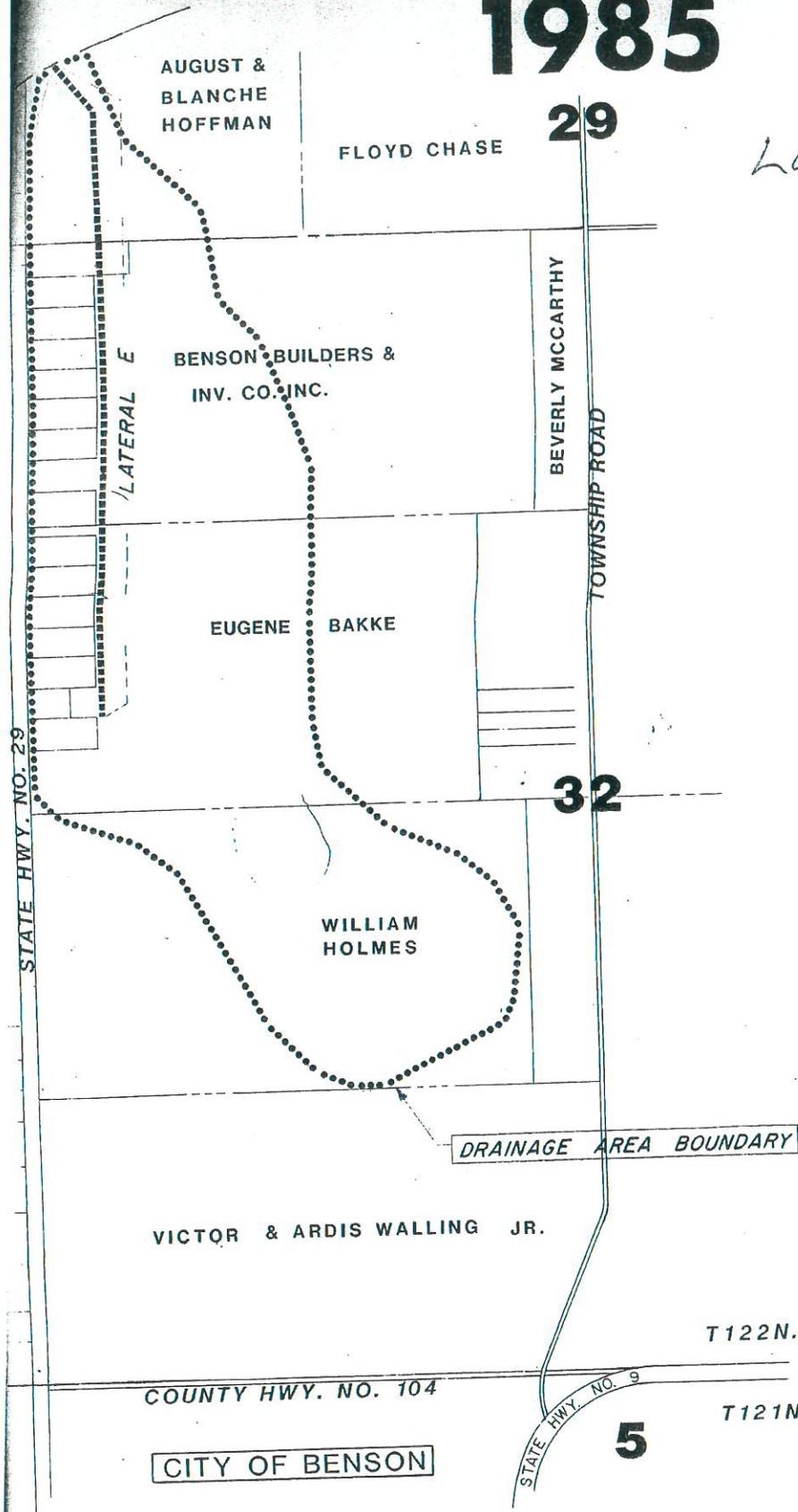
Michael Johnson
Swift County Drainage Inspector

cc: Eric Rudningen, Pete Peterson, Gary Hendrickx, Joe Fox and Edward Pederson (Swift County Drainage Authority), Kelsey Baker (Swift County Administrator), Kim Saterback (Swift County Auditor) and Kurt Deter (Rinke Noonan)

MRJ/mrj

1985

Lat E- JCS #19



BY



HOUSTON ENGINEERING, INC.

FARGO 31



Request for Board Action

BOARD MEETING DATE:
April 17 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve Bid for Drainage Projects	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Policy
BACKGROUND/JUSTIFICATION: Bids were let for CD #14, CD #60 & JD #5	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	Click here to enter text.

Budget Information

FUNDING: Repair Funds

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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



Request for Board Action

BOARD MEETING DATE:
April 17, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of a resolution designating Scott Collins, Director of Swift County Environmental Services, as Project Representative for the implementation of the Swift County SSTS Upgrades Clean Water Partnership Project, along with a board signature on the Minnesota CWP Loan Agreement.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Swift County Environmental Services will be sponsoring the Minnesota Clean Water Partnership Project by implementing the Swift County SSTS Upgrades loans by offering low interest Septic System loans for SSTS upgrades.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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

RESOLUTION

BE IT RESOLVED by the Swift County Board of Commissioners, that it hereby designates Scott Collins, Director of Swift County Environmental Services as Project Representative for the implementation of the Swift County SSTS Upgrades Clean Water Partnership Project.

The Project Representative shall have the authority to represent the Swift County Board of Commissioners in all Project matters that do not specifically require action by Swift County Board of Commissioners.

BE IT FURTHER RESOLVED by the Swift County Board of Commissioners that, as Project Sponsor and Loan Sponsor, the Swift County Board of Commissioners enters into the attached Minnesota Clean Water Partnership Project Implementation Loan Agreement along with the Minnesota Pollution Control Agency to conduct the implementation of the Swift County SSTS Upgrades Clean Water Partnership Project.

BE IT FURTHER RESOLVED by the Swift County Board of Commissioners that the Director, Scott Collins be authorized to execute the attached Minnesota Clean Water Partnership Project Implementation Loan Agreement for the above referenced Project on behalf of the Swift County Board of Commissioners as Project Sponsor and Loan Sponsor.

BE IT FURTHER RESOLVED by the Swift County Board of Commissioners that Scott Collins, Director be authorized to execute loan disbursement requests for the above referenced project to the Minnesota Pollution Control Agency on behalf of the Swift County Board of Commissioners

Adopted on a ____ vote by the Swift County Board of County Commissioners the 17th day of April, 2018.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker
County Administrator

Fox
P. Peterson

Hendrickx
Rudningen

E. Pederson

Administrative information

Project title: Swift County SSTS Upgrades

Loan sponsor: Swift County

Project sponsor: Swift County

Loan agreement number: SRF0312

Loan amount: \$250,000

MPCA Authorized Representative: Juline Holleran
Metro Watershed Section
Watershed Division
651-757-2442
juline.holleran@state.mn.us

Project implementation loan agreement

This *Project loan agreement* (Agreement) is made under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.755 and the rules adopted thereunder, Minn. R. ch. 7076. Except as otherwise specifically provided in the Agreement, the definitions in Minn. Stat. §§ 103F.701-103F.755 and Minn. R. ch. 7076 apply.

A. Parties

The parties to this Agreement are (1) the State of Minnesota (State) through its Minnesota Pollution Control Agency (MPCA), (2) **Swift County** (Project Sponsor & Loan Sponsor).

B. Purpose of agreement/description of project

1. The purpose of this Agreement is to provide funding for the best management practices (BMPs) described in the approved *Project workplan* for the Swift County SSTS Upgrades (Project).
2. Prior to execution of this Agreement, the Project Sponsor submitted to the MPCA a proposed *Project workplan* that describes the Project and its BMPs. The MPCA is in the process of reviewing the proposed *Project workplan*, but has not yet approved it. When approved in writing by the MPCA Commissioner, the approved *Project workplan*, including the budget for the Project, shall be incorporated by reference into this Agreement as Attachment 1. The proposed *Project workplan* is now available for reference at the offices of the MPCA, Watershed Division, 520 Lafayette Rd., St. Paul, Minnesota, 55155.
3. There are two types of BMPs that could be included in a *Project workplan*. A First-Tier BMP is an activity that is directly undertaken by Project Sponsor or Loan Sponsor. A Second-Tier BMP is an activity that is undertaken by a person other than the Project Sponsor or Loan Sponsor. Whether funds provided by the MPCA under this Agreement may be used for First-Tier or Second Tier BMPs, or both, depends on whether the activities are part of the approved *Project workplan*.

C. MPCA commitment

1. The MPCA commits, subject to the conditions set forth in this Agreement, to loan **two hundred fifty thousand dollars (\$250,000)** to Loan Sponsor for the purpose of funding the BMPs described in the approved *Project workplan*. If there is a discrepancy in the total funding amount stated in the budget of the *Project workplan* and in this Part, the funding amount stated in this Part shall control.
2. The MPCA's commitment to disburse funds under this Agreement is specifically conditioned on the MPCA's first receiving from Loan Sponsor evidence that Loan Sponsor has secured the debt in this Agreement by issuance of a general obligation promissory note. At a minimum, this evidence must include the following: (a) copy of the Note; (b) certified copies of all resolutions or other authority by the appropriate governing body or bodies as shall legally authorize the execution and performance of the Note; and (c) an opinion from recognized bond counsel concluding that the Note and this Agreement are duly authorized, executed and delivered and will constitute valid, legal and binding agreements in accordance with their terms. For purposes of permitting issuance of the Note, the MPCA represents that it is a "board, department or agency" of the State within the meaning of Minn. Stat. § 475.60, subd. 2, clause (4).

D. Interest rate and term of loan

1. This is a **zero percent (0%)** interest loan, having no finance charge. However, if a repayment is late, interest shall accrue at two percent (2%) annum on the principal balance owed commencing on the date repayment is due according to the *Final repayment schedule* and continuing until the payment is received by the MPCA.
2. Appended to this Agreement as Attachment 2 is an *Estimated repayment schedule*, which establishes a loan term of **ten (10) years**. However, when the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired (whichever comes first), the MPCA shall review the *Estimated repayment schedule* to determine if the payment amounts, due date and term of this Agreement should be revised. Based on this review, the MPCA will establish a *Final repayment schedule*. The *Final repayment schedule* will be based upon actual amounts disbursed under this Agreement for activities actually implemented before the expiration of the Project Implementation Period. At the sole discretion of the MPCA, the *Final repayment schedule* may provide a shorter or longer term than is stated in the *Estimated repayment schedule* first appended to this Agreement as Attachment 2. The MPCA will promptly forward to *Loan Sponsor* any revisions to the *Estimated repayment schedule*. The revisions will then become an integral and enforceable part of this Agreement.

E. Project sponsor duties and responsibilities

1. The Project Sponsor shall ensure that all BMPs for which loan funds are disbursed under this Agreement are completed in the time and manner set forth in the approved *Project workplan*.
2. The Project Sponsor is responsible for determining what, if any, federal, state (including MPCA) or local permits are required for the work described in the approved *Project workplan* and, if any are required, must obtain the permit(s) within their required time periods.
3. If the approved *Project workplan* describes Second-Tier BMPs, *Project Sponsor* is responsible for authorizing Loan Sponsor to make Second-Tier loans to implement the Second-Tier BMPs before any such loans are finalized.

F. Loan sponsor duties and responsibilities

1. Loan Sponsor shall provide the general obligation promissory note described in Part C.2. and shall repay all loan funds disbursed by the MPCA under this Agreement.
2. By resolution of its governing body, Loan Sponsor shall designate one or more persons to execute loan disbursement requests on behalf of Loan Sponsor. Loan Sponsor shall submit to the MPCA a certified copy of the resolution designating the authorized person or persons.
3. Loan Sponsor shall submit requests for loan disbursement as provided in Part G.
4. Loan Sponsor shall reserve for implementation jointly with Project Sponsor loan funds sufficient for Loan Sponsor and Project Sponsor to implement those parts of the approved *Project workplan* designated for implementation as First-Tier BMPs. First-Tier BMPs shall be subject to the provisions of Part J. of this Agreement.
5. If the approved *Project workplan* refers to Second-Tier BMPs and Project Sponsor has authorized Second-Tier loans for the implementation of those BMPs, Loan Sponsor may make Second-Tier loans for the implementation of the Second-Tier BMPs, as provided in Part K. of this Agreement.
6. Loan Sponsor is solely responsible for costs exceeding the loan amount authorized in this Agreement.
7. Loan Sponsor is encouraged to prepare and submit an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.

G. Disbursement of loan funds

1. The MPCA shall not disburse any funds under this Agreement until it has approved the *Project workplan*. The MPCA may provide approval of segments of the proposed *Project workplan* prior to approval of the entire *Project workplan* and may make disbursements on those parts of the proposed *Project workplan* that are approved in writing by the MPCA Commissioner.
2. To receive disbursements under this Agreement, *Loan Sponsor* shall submit, in a form acceptable to the MPCA, disbursement requests signed by a person authorized as provided in Part F.2. The requests shall certify that disbursements are being sought only for reimbursement of costs incurred to implement the approved *Project workplan*. The MPCA will process no more than one request for disbursement per month unless an alternate schedule is agreed to by the MPCA in writing.
3. The MPCA will disburse funds to *Loan Sponsor* on an incurred cost reimbursement basis, consistent with the approved *Project workplan*. Administrative costs will not be considered an incurred cost unless they were approved by the MPCA prior to their having been incurred and were included in the approved *Project workplan*.
4. The MPCA, at any time, may review and audit requests for disbursement under this agreement and may make adjustments for errors and discrepancies discovered in audits or other reviews of requests for disbursement.

H. Security for and repayment of the loan

1. This loan is secured by the general obligation promissory note described in Part C.2.

2. The date to begin repaying this loan is deferred until the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired, whichever comes first. The Project Implementation Period is defined as exactly three (3) years from the effective date of this agreement.
3. After the loan has been fully disbursed, the Project has been fully completed, or the Project Implementation Period has expired, whichever comes first, the repayment of this loan is as stated in the *Estimated repayment schedule* (Attachment 2).
4. Notwithstanding any other provision of this agreement, the semiannual payments of principal due on this loan shall be due not later than one year after the loan has been fully disbursed, the project has been fully completed or the Project Implementation Period has expired, whichever is first. Payments by Loan Sponsor shall be due every six months. The first payment shall be submitted on the closest date of either June 15 or December 15 (based on the execution date of this Agreement) and shall be due semiannually on June 15 and December 15 after the first payment. Additional payments may be made at any time without penalty.
5. Loan Sponsor may prepay this loan in whole or in part from any funds legally available to Loan Sponsor for this purpose. When Loan Sponsor elects to pay off the loan in full, it shall give written notice to the MPCA and the MPCA shall then prepare and provide to Loan Sponsor a payoff statement. The payoff statement shall include all principal, interest and late fees, if any, due and payable to the MPCA.

I. Denial of disbursements, default, rescission, or early termination

1. The MPCA may deny disbursement of funds to Loan Sponsor if the MPCA determines that the project does not substantially conform to the requirements for a Project Implementation Loan as provided under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.761 and the rules implementing the law; that project activities do not satisfy the conditions of the approved *Project workplan*; or that there has been a significant violation of this Agreement, including the failure to submit a report as required by this Agreement. The MPCA shall notify Loan Sponsor of its decision to deny or withhold disbursement, and shall continue to deny or withhold disbursement until Loan Sponsor has corrected the condition causing the MPCA to deny or withhold the disbursement.
2. The MPCA may declare Loan Sponsor and Project Sponsor in default and may rescind this Agreement if it finds that there has been or will be substantial divergence from the approved *Project workplan* or that the approved Project workplan has not been or will not be implemented in a timely manner. Upon default, the MPCA shall give written notice and demand for the full payment of all amounts due.
3. In the event the MPCA declares a default under this Agreement and moves to recover repayments, Loan Sponsor and Project Sponsor shall pay the costs and damages, including reasonable attorney's fees and interest, incurred by the MPCA to recover repayments under this Agreement.
4. If Project Sponsor fails to request disbursement for reimbursement of incurred costs within one year of the effective date of this Agreement or as stated in the project timeline of the approved *Project workplan*, the MPCA may elect to terminate this Agreement early or reduce the loan amount. The MPCA's failure to terminate this Agreement early or reduce the loan amount shall not be deemed a waiver of its right to terminate this Agreement or reduce the loan amount at a later date or on different grounds. If the MPCA elects to terminate this Agreement early or reduce the loan amount, it shall notify Project Sponsor and Loan Sponsor in writing.
5. If the MPCA fails to enforce any provision of this Agreement, that failure does not waive that provision or its right to enforce it.

J. Contracting and oversight of first-tier BMPs (if applicable)

1. To the extent described in the approved *Project workplan*, Project Sponsor may enter into subcontracts to engage in architectural, engineering, and related services to implement BMPs approved in the Project workplan. All subcontracts shall comply with all State laws and rules applicable to the selection and employment of subcontractors providing architectural and engineering services.
2. Loan Sponsor and Project Sponsor shall exert all reasonable effort to investigate claims which Project Sponsor may have with respect to the work performed under this Agreement and, in appropriate circumstances, shall take whatever action, including withholding of payment and legal recourse, is available to resolve the claims.
3. Project Sponsor shall develop and submit to the MPCA and obtain MPCA approval of a uniform quality assurance program describing how Project Sponsor will assure that the subcontractor activities conducted under this Agreement comply with applicable state laws and with this Agreement. If these activities include the construction, alteration, repair, or maintenance of real or personal property, the uniform quality assurance program must describe the following:
 - (a) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will not be contracted
 - (b) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will be contracted
 - (c) certification methods for materials

The level of inspection and certification provided for contracted and noncontracted construction activities shall be commensurate with the scope and complexity of the construction undertaken.

K. Contracting and oversight of second-tier BMPs (if applicable)

1. If BMPs are to be implemented through Second-Tier loans using funds provided by this Agreement, Loan Sponsor may make the Second-Tier loans after obtaining authorization from Project Sponsor and subject to the following conditions.

2. No Second-Tier loan may charge an interest rate greater than one and a half percent (1.5%) for Second-Tier loans.
3. Loan Sponsor may charge an application or origination fee for Second-Tier loans.
4. No Second-Tier loan may be given for any activity other than those in the approved *Project workplan* and authorized by Project Sponsor as Second-Tier BMPs.
5. Loan Sponsor shall use all principal repayments received on Second-Tier loans to repay the loan made to it under this Agreement.
6. Loan Sponsor shall use any interest earned on principal repayments received under this Agreement and any interest or application fee or origination fee received from persons who receive Second-Tier loans for the following:
 - (a) to pay its documented administrative costs for implementation of the project
 - (b) to defray the costs of delinquencies or defaults on Second-Tier loans or Second-Tier workplan Activities
 - (c) for implementation of any additional approved *Project workplan* activities approved by the MPCA under this Agreement
7. If Loan Sponsor elects to subcontract with one or more financial institutions or other administrators, including Project Sponsor, for the purpose of administering its Second-Tier program, Loan Sponsor shall:
 - (a) comply with all applicable State laws and rules in its selection of subcontractors
 - (b) include in its subcontract terms that: (1) assure the financial institution or other administrators comply with the requirements of this Agreement; (2) make the MPCA a third party beneficiary of its subcontract; and (3) give the MPCA the right to enforce or otherwise seek remedies under the subcontract
 - (c) provide for MPCA review a copy of the subcontract, including a breakdown of compensation to be received by the subcontractor, prior to the execution of the subcontract
 - (d) provide the MPCA with an executed copy of each subcontract within 30 days of the execution of such subcontract
 - (e) retain the right to assign to the MPCA, in regard to performance of this Agreement, the subcontract and any or all rights pursuant thereto
 - (f) be responsible for the satisfactory and timely completion of all work required under each subcontract
 - (g) be responsible for payment of subcontractors
8. *Loan Sponsor* is obligated to repay this loan in full regardless of the existence of default or delinquency of a Second-Tier loan.

L. General duties, responsibilities, and limitations on conduct of joint project sponsor and loan sponsor duties

1. Designation of Project Representatives. Loan Sponsor and Project Sponsor shall each, by resolution of its governing authority, appoint a Project Representative. The Project Representatives shall have the authority to represent them in all matters which, according to the conditions of this Agreement, do not specifically require action by the same parties who executed this Agreement or their successors in office. The MPCA shall consider correspondence from and action on the part of the Project Representatives as representations and actions taken by Loan Sponsor or Project Sponsor. Loan Sponsor and Project Sponsor shall each forward to the MPCA upon execution of this Agreement a certified resolution appointing its Project Representative.
2. Antitrust. Loan Sponsor and Project Sponsor hereby assign to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State.
3. Government Data Practices Act. Loan Sponsor and Project Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn Stat. ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Loan Sponsor and Project Sponsor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Loan Sponsor, the Project Sponsor or the State.
4. If the Loan Sponsor and Project Sponsor receives a request to release the data referred to it in this part, the Loan Sponsor and Project Sponsor must immediately notify the State. The State will give the Loan Sponsor and Project Sponsor instructions concerning the release of the data to the requesting party before the data is released.
5. Workers' Compensation. Loan Sponsor, and Project Sponsor certifies that it is in compliance with Minn Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Loan Sponsor and Project Sponsor employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
6. Americans with Disabilities Act (ADA) Compliance. In fulfilling the duties and responsibilities of the Agreement, Project Sponsor and Loan Sponsor shall comply with the requirements of P.L. 101-336, Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., and regulations promulgated pursuant to it.
7. Exclusive use of project funds. The Loan Sponsor and Project Sponsor shall use all MPCA funds disbursed to it under this Agreement exclusively for the purposes described in this Agreement.

8. Loan Sponsor and Project Sponsor accept and agree to comply with all terms, provisions, conditions and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and commitments made by Project Sponsor in its application, accompanying documents and communications filed in support of its request for a loan.
9. Loan Sponsor and Project Sponsor certify that, before any funds provided under this Agreement are disbursed to subcontractors, the terms of the subcontracts will be consistent with the terms of this Agreement.

M. Reports, record maintenance, and audit requirements

1. Reports. Project Sponsor shall make reports as provided in Minn. R. ch. 7076 as it may be amended.
2. Records maintenance. Loan Sponsor and Project Sponsor, subcontractors, and contributing administrators with whom Loan Sponsor enters into agreements to perform any or all of the work required under the terms of this Agreement, shall maintain complete and accurate books, records, and documents according to Generally Accepted Government Accounting Standards (GAGAS). Such books, records, documents, and accounting procedures shall fully disclose the amount and disposition of all loan funds disbursed under this Agreement. Such records shall also account for: disposition of project expenditures; property purchased; program income; documentation of compliance with applicable statutes, regulations, and the conditions of this Agreement. Such records shall be available to authorized representatives of the State, including, but not limited to, the State contracting department and the legislative auditor, for examination and audit and shall be maintained for a minimum of six (6) years after termination of this Agreement. If, during the period when this Agreement is effective or within six (6) years thereafter, Loan Sponsor or Project Sponsor has an independent audit conducted which includes or addresses the activities of this Agreement, a copy of the audit shall be provided to the MPCA.
3. Fiscal controls. Loan Sponsor and Project Sponsor shall establish fiscal controls and accounting procedures that are sufficient to assure proper accounting for payments received, disbursements made and balances at the beginning and end of the accounting period. Loan Sponsor and Project Sponsor shall use accounting, audit and fiscal procedures conforming to GAGAS as these are promulgated by the Governmental Accounting Standards Board. Generally accepted auditing standards are usually defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Government Auditing Standards." All accounts shall be established and maintained as separate accounts. Loan Sponsor and Project Sponsor shall expressly require all subcontractors to comply with the provisions of this Section.
4. Single audit. Loan Sponsor and any subrecipient shall be responsible for obtaining audits in accordance with the Single Audit Act of 1984 (31 U.S.C. Sec. 7501-7507); the Single Audit Act Amendments of 1996 (P.L. 104-156); and Federal Agency implementation regulations, including 40 CFR Sec. 31.26. The audits shall be made by an independent auditor in accordance with GAGAS covering financial and compliance audits. Loan Sponsor agrees that the State, the Legislative Auditor, the State Auditor and any independent auditor designated by the State shall have such access to their records and financial statements as may be necessary for them to comply with the Single Audit Act of 1984, as amended, and the most recent revisions of Office of Management and Budget (OMB) Circulars A-128, A-110 or A-133, as applicable. Required audit reports must be filed with the Office of State Auditor, Single Audit Division, and state agencies providing federal assistance within six months of Loan Sponsor or subrecipient's fiscal year end. If a federal cognizant audit agency has been assigned, copies of required audit reports shall be filed with that agency also. Loan Sponsor and Project Sponsor shall require all subrecipients to comply with the provisions of this Section.
5. Audit. Upon request of the MPCA, Loan Sponsor shall provide an independent audit of one or more fiscal years during which Loan Sponsor received and disbursed financial assistance provided to Loan Sponsor according to the conditions of this Agreement for a minimum of six (6) years from the end of this Agreement.

N. General conditions of agreement

1. Liability. The MPCA shall not be held liable for any payment for damages or other relief associated with the implementation of the *Project workplan* or arising under contracts entered into by Loan Sponsor or Project Sponsor with third parties. Loan Sponsor and Project Sponsor must indemnify, save and hold the State, its agents, and employees, harmless from any claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this Agreement by Loan Sponsor or Project Sponsor or their agents, employees or subcontractors. This clause will not be construed to bar any legal remedies the Loan Sponsor or Project Sponsor may have for the State's failure to fulfill its obligations under this Agreement.
2. Environmental Review requirements for Individual Sewage Treatment System (ISTS) replacement or upgrade activities. When the implementation of project activities, as designated in the approved *Project workplan* as amended, includes the upgrade or replacement of ISTS as identified in Minn. R. ch. 7080, an Environmental Review shall be undertaken according to the provisions of Minn. R. ch. 4410. Project Sponsor may seek a categorical exclusion from this requirement under 40 CFR part 35.3140 as provided in (a) or (b) below:
 - (a) Project Sponsor must complete the "Checklist for categorical exclusion from environmental review" and return it to the MPCA. After review of this checklist, the MPCA will determine the project's eligibility for exclusion from further environmental review. If it is determined that the Project does not need further environmental review, a public notice of the determination of a categorical exclusion, in a format provided by the MPCA, must be executed by Project Sponsor. The public notice of categorical exclusion must allow for a minimum of two weeks public comment period, with comments being directed to the MPCA. Project Sponsor must provide the MPCA with proof of that notice.

- (b) If the Project does not meet the checklist requirements in (a), the MPCA will send a letter of determination and instructions for further environmental review. If the MPCA determines that further environmental review is necessary, the Project must comply with those requirements before construction can begin. A copy of all information regarding this process will be kept on file at the MPCA for review by the U.S. Environmental Protection Agency.
3. Amendments. Any amendments or modifications to this Agreement must be in writing and will not be effective until it has been executed by the same parties who executed and approved the original Agreement, or their successors in office. Loan Sponsor and Project Sponsor may undertake minor modifications of the approved *Project workplan* with prior written approval of the MPCA Commissioner. No changes to the tasks, schedules, eligible expenditures, or any other provision in the approved *Project workplan* may be made without the written consent of the MPCA.
 4. State remedies. If there has been a failure to comply with the provisions of this Agreement, the MPCA may exercise any remedies available at law or in equity.
 5. Non-discrimination. During the performance of this Agreement, neither Loan Sponsor nor Project Sponsor shall, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance or disability: (a) discriminate against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; (b) refuse to hire persons seeking employment; (c) discharge an employee; or (d) otherwise exclude any person from access to or participation in this Clean Water Partnership loan. The Loan Sponsor and Project Sponsor shall not contract with subcontractors who are not in compliance with the provisions of this Section.
 6. Governing law, jurisdiction, and venue. Minnesota law, without regard to its choice-of law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
 7. Severability. If a provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.
 8. Effective date. This Agreement shall be effective on the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, subd. 2.
 9. Termination. Except as provided in Part I.4. of this Agreement, this Agreement shall terminate when the MPCA has determined in writing that Loan Sponsor has fully repaid and retired the loan provided to Loan Sponsor according to the terms and conditions of this Agreement.

The State, Loan Sponsor, and Project Sponsor acknowledge their consent to this Agreement and agree to be bound by its terms through their signatures entered below:

**1. Project Sponsor and Loan Sponsor:
SWIFT COUNTY**

Print name: _____
Signature: _____
Title: _____ Date: _____

**2. Minnesota Pollution Control Agency
with delegated authority**

Print name: _____
Signature: _____
Title: _____ Date: _____

**3. Minnesota Pollution Control Agency
Individual certifies that funds have been encumbered as required
by Minn. Stat. §§ 16A.15 and 16C.05**

Print name: Kurt Soder
Signature: [Signature]
Title: Loan Officer Date: 11/1/17
Purchase order number: 3000020188
SWIFT ID number: 133869 Tempo Al#190441

**4. Commissioner of Administration
As delegated to Materials Management Division**

Print name: _____
Signature: _____
Title: _____ Date: _____

- Attachment 1:** Project workplan (in accordance with Part B.2.)
Attachment 2: Estimated repayment schedule (in accordance with Part D.2., H.3., and H.4.)

Attachment 2 - Estimated repayment schedule

Swift County SSTS Upgrades Clean Water Partnership Project

Principal amount	\$ 250,000.00
Estimated interest accrued (during project implementation period)	\$ N/A
Total loan balance	\$ 250,000.00
Term (years)	10
Annual percentage rate	0%
Number of payments	20
Payment amount	\$ 12,500.00

Year (Semiannual payments)	Payment due date	Payment amount due	Principal amount	Interest N/A	Total loan balance
					\$ 250,000.00
1	6/15/2021	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 237,500.00
2	12/15/2021	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 225,000.00
3	6/15/2022	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 212,500.00
4	12/15/2022	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 200,000.00
5	6/15/2023	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 187,500.00
6	12/15/2023	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 175,000.00
7	6/15/2024	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 162,500.00
8	12/15/2024	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 150,000.00
9	6/15/2025	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 137,500.00
10	12/15/2025	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 125,000.00
11	6/15/2026	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 112,500.00
12	12/15/2026	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 100,000.00
13	6/15/2027	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 87,500.00
14	12/15/2027	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 75,000.00
15	6/15/2028	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 62,500.00
16	12/15/2028	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 50,000.00
17	6/15/2029	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 37,500.00
18	12/15/2029	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 25,000.00
19	6/15/2030	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 12,500.00
20	12/15/2030	\$ 12,500.00	\$ 12,500.00	\$ -	\$ -



Request for Board Action

BOARD MEETING DATE:
April 17, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving two new deputies in the Sheriff's Department.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Request to John Reigstad as Full time Deputy to replace Sedrick Borsgard. Requesting to start at \$24.61 which is 1 Step hirer due to 10 years of experience as a Police Officer, 4 of those with the City of Benson, and already working for Sheriff's Office as part time Deputy for the last 2 years. Request to hire Steve Henriksen for Full Time Deputy with starting salary at current rate since he already works part time Deputy.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: Already budgeted item.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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