

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, August 6, 2019

9:00 AM

**LEC Meeting Room – 301 14<sup>th</sup> St N, Benson, MN**

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		<b>Call to Order and Roll Call</b>
9:01 a.m.		<b>Approve Agenda</b>
9:02 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the July 16, 2019 Regular Meeting
	3-16	(2) Consider approving Resolution 19-08-33 for the MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant
	17-24	(3) Consider approval of the Contract for Medical Examiner Services
	25	(4) Consider approval 1 daycare grant
9:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants reviewed</b>
9:05 a.m.		<b>Commissioner and Board reports</b>
9:25 a.m.		<b>County Administrator report</b>
9:30 a.m.		<b>Citizens Comments</b>
9:35 a.m.		<b>Elizabeth Auch, Countryside Public Health</b> Countryside Public Health Update
9:50 a.m.		<b>Scott Collins, Environmental Services Director</b>
	26	Consider approving the Swift County Environmental Services tipping fee
10:00 a.m.		<b>Ron Vadnais, Treasurer</b>
	27-31	2 <sup>nd</sup> quarter 2019 Treasurer Report
10:10 a.m.		<b>Kim Saterbak, Auditor</b>
	32-39	2 <sup>nd</sup> Quarter 2019 Executive Departmental Budget Report
10:20 a.m.		<b>Andrew Sander, County Engineer</b>
	40-49	Consider regarding the CSAH 35(near Kerkhoven) Alignment
10:40 a.m.		<b>Catie Lee, Human Services</b>
	50-93	Consider approving DHS work number Contract 7/1/2019-6/30/2021
	94-96	Consider approving a resolution to request mediation with Department of Human Services and appointing a law firm in joint representation in mediation
10:55 a.m.		<b>John Holtz, Sheriff</b>
	97-99	Consider approving the bid for new squads
11:05 a.m.		<b>Other Business</b>
		2020 Budget Discussion
	100-104	Consider approving resolution 19-08-35 on the 2020 Budget and Levy for the HRA
	105-108	Consider approving resolution 19-08-36 on the 2020 Budget and Levy for the RDA
11:20 a.m.		<b>Adjournment</b>

## **SWIFT COUNTY BOARD MINUTES**

### **July 16, 2019**

Chairman Hendrickx called the meeting to order at 9:01 AM. with all members present. Also present: County Administrator Kelsey Baker, other county employees and members of the public.

Chairman Hendrickx asked if there were any changes or additions to the agenda. There were no changes.

**07-16-19-01** Commissioner Fox moved and Commissioner Rudningen seconded to approve the agenda. Motion carried unanimously.

**07-16-19-02** Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the Consent Agenda items: (1) Approval of Minutes from the July 2, 2019 Regular Meeting, (2) Consider approval of County Policies (3) Consider approving Resolution 19-07-32 for appointing Joseph Tschida to a 4-year term as County Assessor for the remainder of Wayne Knutson's term running until January 1, 2121. Motion carried unanimously.

**07-16-19-03** Commissioner Fox moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: County General Revenue, \$103,236.20; Solid Waste Fund, \$98,133.71; Road and Bridge, \$105,022.26; Debt Service, \$7,312.72; County Ditches Fund, \$27,122.60; which includes the following bills over \$2,000: CliftonLarsonAlen LLP, \$24,500.00; Comm of MMB, Treasury Division, \$2,872.50; Commerford Gravel Inc., \$2,560.00; Election Systems & Software Inc., \$7,607.50; Federated Telephone, \$7,312.72; I State Truck Center, \$78,490.16; Lake Country Scale Works Inc., \$2,530.76; Mactek Systems Inc., \$4,850.00; Nolan Baker Ford Sales, \$33,409.00; Pflipsen Trucking LLC, \$16,190.08; Power Plan OIB, \$2,336.54; Pro-Trainer, \$30,335.00; SeatWorks LLC, \$4,675.76; Tyler Technologies, Inc., \$4,000.00; U S Postal Service, \$3,778.70; Upper MN Valley RDC, \$17,597.00; Van Heuveln General Contracting Inc., \$18,597.87; Van Heuveln Inc/K, \$4,895.50; Waste Management of Northern Minnesota, \$11,407.15; Westmor Industries, \$9,289.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Policy Committee, Countryside Public Health and tour of Grow building. Commissioner E. Pederson reported on the SWCD meeting. Chairman Hendrickx reported on Personnel Committee, AMC, Insurance Committee and Woodland Centers. Commissioner Fox reported on Revolving Loan Fund, Wellness Committee, Restorative Practices, Hospital meeting, Woodland Centers and Pomme de Terre. Commissioner Rudningen reported on Personnel Committee, Enhancing the Organization Committee, Insurance Committee, Labor Relations Committee, County Road 35, Planning and Zoning board and Policy Committee.

Administrator Kelsey Baker reported on the Grow Building, introduced new Facility Maintenance position, Insurance Committee, 2160 Budget and Strategic Planning retreat.

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

Scott Collins, Environmental Services Director requested approval of a Conditional Use Permit #5621 requested by Robert and Pamela Finstrom (owner) and Tomas Zaldivar (Lessee) for Conditional Use Permit application for building a 24' x 24' butchering and processing shop for packaging and tagging beef, goat, sheep, lamb and deer.

**07-16-19-04** Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve the Conditional Use Permit #5621 requested by Robert and Pamela Finstrom (owner) and Tomas Zaldivar (Lessee) for Conditional Use Permit application for building a 24' x 24' butchering and processing shop

for packaging and tagging beef, goat, sheep, lamb and deer. A lengthy discussion was held. Motion carried unanimously.

Melissa Streich and Dawn Hegland, RDC updated the board on Prairie Waters and RDC services.

Bill McGeary, Emergency Management Director provided a FEMA update to the board.

Human Services Director Catie Lee updated the board on monthly reports.

Kelsey Baker, County Administrator requested approval for K. Madsen Consulting for all-staff professional development training.

Discussion was held regarding the Hospital Affiliation and Grow building with the possibility of Prairie 5 moving into that space.

**07-16-19-05** Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 11:19 AM.

WITNESSED:

\_\_\_\_\_  
Gary Hendrickx, Chair

ATTEST:

\_\_\_\_\_  
Kelsey Baker, County Administrator



# Request for Board Action

BOARD MEETING DATE:  
August 6th, 2019

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Veterans Service Office	REQUESTOR: Dave Barrett	REQUESTOR PHONE: 320-842-5271
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: The MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION:  The MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant is used to enhance the operations of the County Veterans Service Office. Swift County has received these funds in the past.	
PREVIOUS ACTION ON REQUEST	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
RECOMMENDATIONS:	RECOMMENDATIONS:
COMMENTS: None	COMMENTS: None

### Board Action

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

**RESOLUTION OF SWIFT COUNTY (19-08-33)**

BE IT RESOLVED by *SWIFT County* that the County enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2019, Chapter 10, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by *SWIFT County* that *David Barrett*, the *County Veterans Service Officer*, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at *a regular meeting of the County Board Chair* this *sixth day of (August, 2019)*.

\_\_\_\_\_  
*Authorized Signature and Title (Board Chair)*

*August 6, 2019*  
*(Date)*

STATE OF MINNESOTA

**SWIFT COUNTY**

I, *Kelsey Baker*, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Swift County, that I have compared the above resolution with the original passed and adopted by the County Board of said Swift County at a regular meeting thereof held on the *sixth day of August 2019 at 9:00 am* that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this *first Tuesday of August 2019* and have hereunto affixed the seal of the County.

*(Raised SEAL HERE)*

\_\_\_\_\_  
*Kelsey Baker*  
*Swift County Administrator and Clerk of the Board*



STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Swift County**, Courthouse, 301 14th St N., PO Box 207, Benson, MN 56215, ("Grantee").

**Recitals**

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2019, Chapter 10, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1. Term of Grant Agreement**

- 1.1 **Effective date:** **July 1, 2019**, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed. The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work except as permitted by Minnesota Statutes §16B.98, Subdivision 11.
- 1.2 **Expiration date:** **June 30, 2020**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

## 2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.3 Conduct the CVSO Operational Enhancement Grant Program ("Program") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, which is attached and incorporated into this grant agreement. If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the State Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from State Authorized Representative.
- 2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 5), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>). In the event that any provision of the MDVA Grants Manual (Rev. 5), Attachment B, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:
  - 2.5.1 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 5), Attachment B;
  - 2.5.2 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment C; and
  - 2.5.3 A County Board Resolution with a raised County seal, a sample of which is attached and incorporated into this grant agreement as Attachment D.
- 2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 5), Attachment B, to determine if corrective action is necessary.
- 2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 5), Attachment B to the satisfaction of the State, in order to account for all grant funds expended. Grantees must document expenditures using the CVSO Budget Expenditure Spreadsheet, Attachment E, in Excel format, a sample of which is attached and incorporated into this grant agreement. Grant expense supporting documentation (e.g. invoices and receipts) must be retained on-file and must be made available to the State Authorized Representative upon request.
- 2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 5), Attachment B, including a final inspection upon grant completion.

### 3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

### 4. Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$7,500.00** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.

4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 5), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$7,500.00 (Seven thousand, five hundred dollars and no cents)**

#### 4.2 Payment

4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.

4.2.2 **Eligible Costs.** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2 and this grant agreement.

4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

#### 4.3 Contracting and Bidding Requirements.

4.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

4.3.2 Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

- 4.3.3 Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 4.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
  - Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- 4.3.5 The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 4.3.6 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.7 Notwithstanding 4.3.1 – 4.3.4., the State may waive bidding process requirements when:
- 4.3.7.1 Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; and
- 4.3.7.2 It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- 4.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 4.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>
- 4.3.10 The Grantee will record all contract and bidding quotes according to the bidding threshold specified above on the Contract and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 5), Attachment B, and submit this record with the Final Report (as applicable).

## 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 5), Attachment B, as provided by the State.

## 6. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-201-8225, [liz.kelly@state.mn.us](mailto:liz.kelly@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is **David Barrett**, CVSO, Swift County, Courthouse 301 14th St N., PO Box 207, Benson, MN, 56215, (320) 842-5271 ext. 6111, [dave.barrett@co.swift.mn.us](mailto:dave.barrett@co.swift.mn.us), or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 9. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10. Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Grantee 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 grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give

the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## 10.2 **Intellectual Property Rights**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this grant agreement*. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

### 10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or

action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's 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.

## 12. Publicity and Endorsement

**12.1 Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 13. Governing Law, Jurisdiction, and Venue

**13.1** Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14. Termination

**14.1 Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrance of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:

**14.3.1** It does not obtain funding from the Minnesota Legislature;

## ATTACHMENT A CVSO Grant - Items Approved/Disapproved – FY2020

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

*Expenses must be incurred (e.g. invoice date/service period) before the end of the grant period (June 30, 2020)*

### EQUIPMENT & SUPPLIES

<b>Monitors</b> and Dual monitor video cards	<b>Teleconferencing equipment</b>
<b>Laptops/Tablet PC's/I-Pad</b> (including accessories)	<b>Paper shredders</b> or shredding contracts
<b>Personal computers</b> - Desktop	<b>TV /DVD combinations</b>
<b>Printers/Scanners</b>	<b>Mobile broadband data access device/Hotspot</b>
<b>Phone &amp; Internet Service/Cellular Phones/Smart Phones/Headsets</b> – Phone ONLY	Fax machines and installation of initial phone line
<b>Photo copiers</b> (or 12 month lease) (Including user maintenance agreements.)	<b>Cell Phone Repeater</b> (and installation)
<b>Digital Video Recorders, Cameras , Projectors</b> – LCD/DLP	<b>Office Supplies</b> related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, label printers and supplies etc.).
<p><b>Office Furniture</b> that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.).</p> <p><b>Office Furniture</b> that <i>is necessary</i> and is directly related to *new/increased staffing (desk, chair, cubicles, etc.).</p> <p>Note: Locking filing cabinets, sit/stand desk accessories and new furniture to accommodate Veterans' visits in VSO office OK anytime.</p>	

### COMPUTER SOFTWARE, TRAINING & REFERENCE MATERIALS

<b>Extended Warranties/extended maintenance contracts</b> – on equipment and related software <u>purchased during current grant cycle only</u> . (1 year max)	<b>Veterans Information/Case Management Systems and Software</b> (Including user maintenance agreements.) <b>Reference Materials</b> (Medical dictionaries, VA rules and regulations manuals, etc.).
<p><b>CVSO Trainings/Webinars</b></p> <ul style="list-style-type: none"> <li>• * <b>Training at local colleges</b> – Includes all staff in CVSO Office and must relate to the position of CVSO/ACVSO. (Must be pre-approved)</li> <li>• <b>Admin Staff Training</b> MACVSO Assistant and Secretaries Conference</li> </ul> <p>* Allowed for CVSOs and ACVSOs who are qualified under <a href="#">MS 197.601</a>.</p>	

## MARKETING

**Marketing Expenses** (Display boards, radio airtime, TV airtime and newspaper ads, billboards, CVSO shirts & jackets (every ad must reference the LinkVet))

Note: Proof of LinkVet is required for every expenditure at grant closeout.

**Publicity Items** (*Magnets, Brochures, holiday cards, Challenge Coins – must include reference to LinkVet*) up to a maximum of **15% of the annual CVSO grant amount.** (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)

Note: Proof of LinkVet is required for every expenditure at grant closeout.

## MISCELLANEOUS

**Salary Expenses** for new, increased CVSO staff that provide direct services to Veterans.

Note – Salaries may also be applied to CVSO grant in subsequent years.

## VETERANS SERVICES

**Payments made to a third party on behalf of a Veteran**, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. without prior State approval.

### Veteran Homelessness

- Expenses related to the goal of reducing Veteran homelessness (*Must be MDVA pre-approved*).
- Supplies for Homeless Vets (e.g. backpacks, blankets etc.)

### Transportation expenses

related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases/lease for this primary purpose, maintenance, fuel, etc.)

### Medical Expenses

- To pay for 2<sup>nd</sup> opinions on previously denied VA disability claims.
- Assisted listening devices

**“Outreach” Expenses** such as benefits fairs, town halls and seminars are allowed for events when CVSO staff are physically present to handout Veteran information and answer Veteran’s questions.

*(Refreshments & food over \$500.00 must be pre-approved)*

### Returning Service Member Reintegration

- Including travel expenses to official reintegration events
- Veteran Trainings/Webinars

### Veteran Medallions

- **Veteran Medallion Samples (VA Marker)** (three sizes) to display in the office
- **Veteran Cemetery Markers/Flag Holders** (Replacement of damaged/stolen MDVA supplied)
- **Veteran Cemetery Markers/Flag Holders** (New for Veterans not eligible for MDVA supplied)

**Gift Cards** (gas, food, bus, hotel etc.) All Gift Card purchases applied to a grant in a given year must be logged on the Gift Certificate Log and be distributed to Veterans within the same grant period.

**CVSO Staff Meals** related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota “Commissioner’s Plan” located at [www.mn.gov/mmb](http://www.mn.gov/mmb) Website.

**Expenses related to the collaboration with other social service agencies**, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.

*Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.*

**\*NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

### Items Not Approved:

- Direct cash assistance payments to Veterans, their survivors or dependents.
- Donations & Sponsorships (including donations to Veteran Service Organization events)

# Attachment D

## County Board Resolution EXAMPLE

### RESOLUTION OF ABC County

BE IT RESOLVED by ABC County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2019, Chapter 10, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the ABC County that John Smith the County Veteran Service Officer be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a monthly meeting of the County Board Chair this second day of August, 2019.

Board Chair Signature  
Authorized Signature and Title

August 2, 2019  
Date

STATE OF MINNESOTA

ABC County

I, Clerk Name, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said ABC County, that I have compared the above resolution with the original passed and adopted by the County Board of said ABC County at a monthly meeting thereof held on the first Thursday of August, 2019 at 7:30 pm that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Thursday of August, 2019, and have hereunto affixed the seal of the County.

Clerk Signature Authorized Signature and Title



# Attachment E – Sections One and Two

## Final Report & Budget Expenditure Spreadsheet

	A	B	C	D	E	F	G	H
1								
2	Date: _____							
3	Organization Name: _____							
4	Representative Name: _____							
5	Reimbursement Payment Request Number: _____ (e.g. RPR #1)							
6	Reimbursement Payment Request Amount: \$ _____							
7	RPR Period: _____ - _____ (i.e. Invoice/Receipt Date Range)							
8	<b>SECTION ONE - CVSO Final Report/Summary Statement</b>							
	<p><b>Grant Expenditure Summary Statement</b>            In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance:</p> <ul style="list-style-type: none"> <li>• Do the County's grant expenditures address a particular "gap" in services to Veterans unique to your County?</li> <li>• Are your expenditures related to new programming this year?</li> <li>• Are there other significant "gaps" in services unique to your County?</li> </ul>							
10								
11								
12	<b>SECTION TWO - CVSO Metrics</b>							
13	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____							
14	2. Total number of Full-time (% FTE) CVSO Staff (open): _____							
15	3. Total County CVSO Program Budget: _____							
16	4. Total Number Veteran/Family Office Visits (inc. Phone mtgs): _____							
17	5. Total Number Veteran/Family Outreach Visits (CVSO Staff Must Be Present): _____							
18	6. Approximate Total Number Veterans served at Outreach Visits: _____							

## Attachment E - Section Three – Example Final Report & Budget Expenditure Spreadsheet

	A	B	C	D	E	F	G	H	I
1	<b>Budget Expenditure Spreadsheet Example</b>								
2	Enter each individual invoice/receipt expenditure separately. Adding rows as needed and adjust the Excel formulas.							Total Expenditures (e.g. Receipts)	TOTAL EXPENDITURES by Budget Category (to Date)
3	<b>BUDGET CLASS</b>	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Budget Item (e.g. Star Tribune, Apple Store, Office Max.)	Vendor/ Business Name (e.g. Star Tribune, Apple Store, Office Max.)	Invoice Date or Service Dates	Was LinkVet printed/referenced?	Invoice Number		
4									
5	<b>ADMINISTRATION</b>	Office	Information Management	Vetera Spec	8/15/2019		# 6588231	\$ 750.00	
6									\$ 750.00
7	<b>OPERATIONS</b>	Advertising	Newspaper Advertising	Star Tribune	12/1/19 - 6/30/20	Y		\$ 4,050.00	\$ 9,702.89
8		Advertising	Newspaper Advertising	Pioneer Press	9/1/19 - 12/31/19	Y		\$ 1,080.00	
9		Equipment	Apple iPhone and MacBook	Office Max	3/22/2020		# 7723489	\$ 1,294.00	
10		Travel	(See Travel Log for individual expenditures)					\$ 2,578.90	
11		Office Furniture (New employee)	Desk & chair	Best Buy	9/4/2019		# 21336008	\$ 699.99	
12	<b>SUPPORT SERVICES</b>	Veteran Services & Events	Veteran Transportation to Medical Appointment	Rainbow Rider, Inc	7/1/19 - 6/30/20		# 402	\$ 897.21	\$ 1,486.21
13			Homeless Veteran Lodging (2 nights)	Super 8 Hotel	12/1/19 - 12/2/2019		# 76990	\$ 386.68	
14			Veteran Booth	_____ County Fair	3/15/2020 - 3/30/2020		# 25	\$ 202.32	
15	<b>SUB-TOTAL</b>							\$ 11,939.10	\$ 11,939.10
16	Difference Paid by the County							\$ (1,939.10)	\$ (1,939.10)
17	Column Total		Column Total					\$ 10,000.00	\$ 10,000.00

**Contract for  
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 14341 Rhinestone St NW, Ramsey, MN 55303 and **Swift County, Minnesota**, 301- 14<sup>th</sup> Street N., Benson, MN 56215.

RECITALS:

- 1.) Anoka County has appointed Dr. A. Quinn Strobl, Medical Examiner, who is a doctor of medicine licensed to practice medicine in the state of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.
- 2.) Dr. Quinn Strobl, with assistance of county staff in the Anoka County Medical Examiner's Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.
- 3.) Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.
- 4.) Swift County wishes to contract with Anoka County for the provision of autopsy services to Swift County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.
  - 1.1 This Agreement will commence on January 1, 2020, and will terminate on December 31, 2021.
  - 1.2 This Agreement will automatically renew for two (2) additional two (2) year terms (January 1, 2022 – December 31, 2023 and January 1, 2024 – December 31, 2025) unless either party notifies the other party in writing, before September 30, 2021 or September 30, 2023, of their intent not to renew the agreement.
  - 1.2 This Agreement may be terminated early as provided in Section 6. TERMINATION.
2. SERVICES.
  - 2.1 Upon request, Anoka County will provide services as described in Attachment A, which is incorporated into and made a part of this Agreement.

3. COMPENSATION.

- 3.1 Swift County will pay Anoka County, as compensation for autopsy services and related consultation and testimony, according to the current Anoka County Fee schedule, a copy of which is attached hereto as Exhibit B. Additionally, Swift County will pay to Anoka County a monthly administrative fee of \$125.00 to be paid quarterly beginning January 1, 2020.
- 3.2 In addition to the base amount the ME office may also charge for legal time incurred, as a result of cases processed, according to its standard fee schedule. This fee may include preparation time, meetings with attorneys and actual court time.

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING.

- 4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.
- 4.2 Anoka County agrees to allow Swift County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka County that are relevant to this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

- 5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).
- 5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

6. TERMINATION.

- 6.1 This Contract will terminate under the following circumstances:
  - 6.1.1 by the parties' mutual written agreement;
  - 6.1.2 upon at least 3 months written notice specifying the termination date, given by either party, with or without cause;
  - 6.1.3 if a party is in breach of a material obligation under this Agreement and has not cured the breach within 15 days of written notice specifying the breach, this Agreement will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15 day notice period and pursues

cure of the breach in good faith.

6.1.4 automatically without notice on December 31, 2025.

6.2 Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Swift County of its obligation to pay all charges that accrued prior to such termination.

6.3 The parties' rights and obligations under this Agreement shall survive termination of this Agreement.

## 7. DATA PRACTICES.

7.1 Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting creating, receiving, maintaining, disseminating, or using data for any purpose in the course of its performance of this Contract. Minnesota law governs any data requests as it relates to records created by the Midwest Medical Examiner's Office. If requested by Swift County, the Midwest Medical Examiner's Office will provide notice to Swift County of any requests for data. In the event a question of law arises, Swift County's legal counsel will be responsible for the final decision.

7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.

7.3 If the data held by Anoka County pursuant to this Contract are part of an official record under Minnesota Statutes, section 15.17, it is the responsibility of Anoka County to maintain the data according to its records retention schedule.

## 8. NON-DISCRIMINATION.

8.1 The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.

## 9. INDEMNIFICATION.

9.1 Anoka County agrees that it will defend, indemnify, and hold harmless Swift County against any and all liability, loss, damages, costs, and expenses which Swift County may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Agreement.

9.1.1 This duty to defend, indemnify and hold harmless by Anoka County shall exclude any and all negligent or intentional acts of Swift County, its employees, servants or agents.

9.1.2 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

## 10. INDEPENDENT CONTRACTOR.

10.1 Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Swift County or as constituting Anoka County or its employees as the agent, representative, or employee of Swift County for any purpose.

## 11. MINNESOTA LAW

11.1 Minnesota laws govern all questions related to the Contract.

11.2 The parties will venue any proceedings related to this Agreement in the Anoka County District Court, State of Minnesota.

## 12. NOTICE

12.1 Notice is to be given in writing and either sent by mail or delivered in person.

12.1.1 Notice for Swift County will be directed to Kelsey Baker, County Administrator, Swift County Office Building, 301 – 14<sup>th</sup> St. N., Benson, MN 56215.

12.1.2 Notice for Anoka County will be directed to County Administrator, 2100 Third Avenue, Anoka, MN 55303.

12.2 Notice served by mail is deemed received 3 days after mailing.

## 13. MODIFICATIONS

13.1 Material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

## 14. MERGER

14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date first written above.

**County of Anoka, Minnesota**

**County of Swift, Minnesota**

By: \_\_\_\_\_

By: \_\_\_\_\_

Gary Hendrickx

County Administrator

Chair, Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Gary Alberts, Director  
Midwest Medical Examiner's Office

Kelsey Baker  
County Administrator

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Nancy Norman Sommer  
Assistant County Attorney

\_\_\_\_\_  
Danielle Olson  
Swift County Attorney

## Attachment A

### Autopsy Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with Joint Commission on Accreditation of Hospitals Organization, College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. Accreditation by the National Association of Medical Examiners.
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Weekday, weekend and holiday coverage.
8. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician.
9. Notifying next of kin when an autopsy is performed; sending a personalized letter to family to accompany the autopsy report on non-criminal cases.

**Attachment B – Fee Schedule**



# Midwest Medical Examiner's Office

14341 Rhinestone Street NW, Ramsey, MN 55303

Phone: 763-324-4400 ♦ Fax: 763-324-1042

A. Quinn Strobl M.D. Chief Medical Examiner

Anne Bracey M.D. ♦ Rebecca Asch-Kendrick M.D. ♦ Veena Singh M.D., M.P.H

Accredited by



## Fee Schedule 2019

<b>Autopsy Charges</b>			<b>Effective</b>
Complete Autopsy	\$2,000.00		01/01/2019
Cranial Autopsy	\$1,500.00		01/01/2019
Brain Removal	\$850.00		01/01/2019
Chest Autopsy	\$1,400.00		01/01/2019
External Autopsy	\$1,300.00		01/01/2019
Homicide Autopsy	\$2,500.00		01/01/2019
Trunk Autopsy	\$1,600.00		01/01/2019
Fetal Autopsy	\$1,250.00		01/01/2019
Mesothelioma Study Autopsy	\$3,000.00		01/01/2019

<b>Additional Autopsy Charges</b>			
Anthropological Consultation	Actual Cost		01/01/2019
Cardiac Pathology Consultation	\$800.00	or actual cost if higher	01/01/2019
Embalmed Decedent	\$1,000.00		01/01/2019
Forensic Dental Consultation	Actual Cost		01/01/2019
Neuropathology Consultation	\$700.00	or actual cost if higher	01/01/2019
Lodox Scan	\$375.00		01/01/2019
Complex Post Mortem Exam	\$375.00	/hour	01/01/2019
Bone Review	\$375.00	/hour, 15 min. minimum	01/01/2019
Hardware/Device Removal	\$375.00	/hour, 1 hour minimum	01/01/2019
Cremation Approval	\$35.00	/per approval	01/01/2019



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## 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: Approve 1 daycare grant					
AGENDA YOU ARE REQUESTING TIME ON: Regular board			ARE YOU SEEKING APPROVAL OF A CONTRACT? No		
IS THIS MANDATED? No			EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the grant request		
BACKGROUND/JUSTIFICATION:					
Name	Address	#children in Daycare	Amount requested	Purpose	Committee Approval Date
All About Kids Daycare – Lynn Geyer	445 20 <sup>th</sup> St. NW Benson	12	\$1800	Pocket of Preschool Curriculum, toys and supplies for this curriculum.	7/17/19
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?			Click here to enter text.		

### Budget Information

FUNDING: Budget approval for these loans has been granted by the board.
---

### 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.



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## 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: Update to the Swift County Board of Commissioners regarding Swift County Environmental Services' tipping fee	
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: SCES' tipping fee is currently \$80/ton and we are proposing to raise it to \$100/ton. The tipping fee has not been raised since 1992.	
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 ___ J. Fox ___ P. Peterson	
Action	Vote



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 2nd Quarter 2019 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: Department reports	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? <a href="#">Click here to enter text.</a>	

### Budget Information

FUNDING: N/A
--------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

### Board Action

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

# Swift County Cash & Investments-May - As of 6/30/2019

(Includes unrealized gains)

7/15/2019

Page 1

Account	6/30/2019 Balance
<b>Bank Accounts</b>	
Citizens Alliance Bank-Murdock	81,479.10
Fed RLF#281500-SBD	443,832.57
MAGIC-Revenue ACCT#651154	5,943,938.69
PSB-Appleton	67,062.05
R&B Invest Acct#1BB27605	24,997.10
StBkDanvers	115,867.52
WELLS FARGO	221,778.89
<b>TOTAL Bank Accounts</b>	<b>6,898,955.92</b>
 <b>Cash Accounts</b>	
Health Ins 18-1	200,000.00
Health Ins 18-2	200,000.00
Health Ins 19-1	200,000.00
Health Ins 18-3	200,000.00
HS Clearing acct #1BB29020	858,730.03
HS-MMIS# 14534(Credit Union)	75,542.00
HS18-13	240,000.00
HS18-5	200,000.00
HS18-6	200,000.00
HS19-2	200,000.00
MAGIC(FEDERATED BOND)#651157	606,134.34
MAGIC(R&B)Mmkt#651173	2,066,013.82
MAGIC-CIP BOND ACCT#651168	4,846,634.17
R&B18-10	245,000.00
R&B18-11	200,000.00
R&B18-4	200,000.00
R&B18-7	248,000.00
R&B18-8	248,000.00
R&B18-9	240,000.00
R&B19-1	240,000.00
R&B19-2	200,000.00
R&B19-3	240,000.00
R&B19-4	245,000.00
R&B19-5	240,000.00
R&B19-6	249,000.00
Revenue17-10	200,000.00
Revenue18-1	200,000.00
Revenue19-1	245,000.00
Revenue19-2	200,000.00
Revenue19-3	200,000.00
<b>TOTAL Cash Accounts</b>	<b>13,933,054.36</b>
 <b>Asset Accounts</b>	
REV, R&B & HS-Emp. Benefits CD	242,000.00
<b>TOTAL Asset Accounts</b>	<b>242,000.00</b>
 <b>Investment Accounts</b>	
REV-HEALTH CARE	524,981.42
<b>TOTAL Investment Accounts</b>	<b>524,981.42</b>

Swift County Cash & Investments-May - As of 6/30/2019  
(Includes unrealized gains)

7/15/2019

Page 2

Account	6/30/2019 Balance
<b>OVERALL TOTAL</b>	<b>21,598,991.70</b>

FUND #	FUND NAME	BANK #	INSTITUTION	ID#	MATURITY	TOTAL	INT	MONTH	ACCRUED
					DATE				
111097	Human Services	15	DMB CmntyBk-Wi	23322GQH3	30-Apr-19	\$0.00		30-Jun-19	
1097	Revenue	15	St Bk of India	856285BH3	10-Jun-19	\$0.00		30-Jun-19	\$0.00
31097	R&B	15	BMO Harris Bk, Il	05581WYR0	14-Jun-19	\$0.00		30-Jun-19	\$0.00
111097	Human Services	15	Misrahi Tefahot Bk-I	60685BEA5	27-Jun-19	\$0.00		30-Jun-19	\$0.00
111097	Human Services	15	Quontic Bk	74909QAH2	28-Jun-19	\$0.00		30-Jun-19	\$0.00
31097	R&B	15	R&B Clearing Acct	1BB27605	30-Jun-19	\$24,997.10	1.96%	30-Jun-19	\$266.66
111097	Human Services	15	Human Ser Clearing	1BB29020	30-Jun-19	\$858,730.03	1.96%	30-Jun-19	\$740.30
1101	Human Services	17	Co-op Credit-Benson	avings#1453	30-Jun-19	\$75,542.00	1.24%	30-Jun-19	
31097	R&B	16	MAGIC R&B acct	651173	30-Jun-19	\$2,066,013.82	2.37%	30-Jun-19	\$4,016.50
1001	Rev/RLF	1	StBkDanvers-Fed RL	281500	30-Jun-19	\$443,832.57	0.50%	30-Jun-19	\$168.99
1001	Tax Accts		Various local banks		30-Jun-19	\$148,541.15	0.50%	30-Jun-19	
1001	Rev/checking	2	St Bk of Danvers	267151	30-Jun-19	\$115,867.52	1.50%	30-Jun-19	\$1,830.66
1092	Revenue	1	WELLS FARGO	1AB21819	30-Jun-19	\$221,778.89	1.96%	30-Jun-19	\$446.11
1101	Rev/Health Care	15	Franklin Fund-MF	45789	30-Jun-19	\$524,981.42		30-Jun-19	
3500	Bond Debt Serv	16	MAGIC Bond Debt A	651157	30-Jun-19	\$606,134.34	2.37%	30-Jun-19	\$1,178.38
3500	Bond Debt Serv	16	MAGIC CIP Acct	651168	30-Jun-19	\$4,846,634.17	2.37%	30-Jun-19	\$9,422.26
1097	Revenue	16	MAGIC Revenue Fur	651154	30-Jun-19	\$5,943,938.69	2.37%	30-Jun-19	\$7,695.50
111097	Human Services	15	CustomersBK-PA	23204HGG74	24-Jul-19	\$200,000.00	2.25%	30-Jun-19	\$3,821.92
111097	Human Services	15	Academy Bk-Colorad	004000AQ8	8-Aug-19	\$200,000.00	2.30%	30-Jun-19	\$4,108.49
31097	R&B	15	Preferred Bk-LA Ca	740367GF8	28-Aug-19	\$245,000.00	2.30%	30-Jun-19	\$30.88
31097	R&B	15	1st Foundation-Irvine	32026UHT6	16-Sep-19	\$248,000.00	2.40%	30-Jun-19	\$211.99
601097	Health Ins	15	Lubbock Ntl Bk	549152CX2	16-Sep-19	\$200,000.00	2.35%	30-Jun-19	\$167.40
651097	Health Ins	15	CompassBK-Ala	20451PVD5	16-Sep-19	\$200,000.00	2.45%	30-Jun-19	\$1,758.63
31097	R&B	15	Synovus Bk-GA	87164DLQ1	20-Sep-19	\$240,000.00	2.40%	30-Jun-19	\$4,465.97
31097	R&B	15	Umpqua Bk-OR	90421MBZ5	28-Oct-19	\$200,000.00	2.35%	30-Jun-19	\$798.36
31097	R&B	15	Adams Comm Bk-Mt	005594AF3	8-Nov-19	\$200,000.00	2.50%	30-Jun-19	\$3,205.48
1097	Revenue	15	CitizensBk-Perry FL	17670LAP1	12-Dec-19	\$200,000.00	1.80%	30-Jun-19	\$167.67
31097	R&B	15	PinnacleBk-Nashville	72345SHC8	27-Dec-19	\$248,000.00	2.60%	30-Jun-19	\$53.00
111097	Human Services	15	Bk of China/NY	06428FEV5	27-Dec-19	\$240,000.00	2.75%	30-Jun-19	\$3,327.12
31097	R&B	15	US Bk Ntl Assn	90333VF54	9-Jan-20	\$240,000.00	2.60%	30-Jun-19	\$2,940.49

1097	Revenue	15	Synchrony Bk	87165HUG3	21-Jan-20	\$200,000.00	2.10%	30-Jun-19	\$1,829.59
11097	Rev/R&B/HS	15	Pacific Western Bk L	24045	22-Jan-20	\$242,000.00	3.00%	30-Jun-19	\$3,162.58
11097	Revenue	15	Allegiance Bk Tx	01748DBN5	23-Jan-20	\$245,000.00	2.50%	30-Jun-19	\$100.68
651097	Health Ins	15	Flagstar Bk-Troy Mi	33847EZ34	27-Jan-20	\$200,000.00	2.15%	30-Jun-19	\$1,802.47
31097	R&B	15	Millington Bk NJ	600834AB1	30-Jan-20	\$200,000.00	2.50%	30-Jun-19	\$424.66
651097	Health Ins	15	Bk Hapolalim NY	06251AV98	31-Jan-20	\$200,000.00	2.50%	30-Jun-19	\$2,054.79
111097	Human Services	15	NY Comm Bk-Westb	649447SG5	28-Feb-20	\$200,000.00	2.45%	30-Jun-19	\$1,637.81
31097	R&B	15	Fifth Third Bk Cincir	316777WU1	27-Mar-20	\$240,000.00	2.45%	30-Jun-19	\$1,530.41
03/1097	R&B	15	Israel Dis Bk of NY	465076PW1	17-Apr-20	\$245,000.00	2.45%	30-Jun-19	\$1,200.50
11097	Revenue	15	Investors Bk-Short H	46176PLD5	24-Apr-20	\$200,000.00	2.45%	30-Jun-19	\$872.60
31097	R&B	15	Morgan Stanley Bk	61760AF38	5-Jun-20	\$240,000.00	2.45%	30-Jun-19	\$386.63
11097	Rev	15	Goldman Sachs	38149MBQ5	18-Jun-20	\$200,000.00	2.20%	30-Jun-19	\$132.60
31097	R&B	15	Comenity Cap Bk	20033AY91	27-Mar-20	\$249,000.00	2.30%	30-Jun-19	\$47.07

\$21,598,991.70

\$65,958.08

CNH LOAN#2

7/9/2019

\$28,742.68

1.75%

30-Jun-19

\$235.65

SCBH-LOAN

12/1/2032

\$1,435,386.77

2.00%

30-Jun-19

\$2,280.89



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## 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: Review of the 2nd Quarter 2019 financial information	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The 2nd quarter financial information, with comparison to prior year amounts will be presented for the Boards review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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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: None	COMMENTS: None

**SWIFT COUNTY**  
**BUDGET TO ACTUAL COMPARISON - As of June 30, 2019 and 2018**

Fund	Department	Expense	Revenue	Current Year						Prior Year					
				Expenses			Revenue			Expenses			Revenue		
				Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%
01	003	General Government	Any parcels less the \$100 are due on May 15th.	\$ 33,498	\$ 388,137	0.00%	\$ 6,797,016	\$ 3,521,418	51.81%	\$ -	\$ 218,888	0.00%	\$ 6,218,251	\$ 3,085,791	49.62%
	5	Board of Commissioners		\$ 232,857	\$ 112,585	48.35%	\$ -	\$ -	0.00%	\$ 241,672	\$ 148,961	61.64%	\$ -	\$ -	0.00%
01	021	Law Library	Consistent with prior year.	\$ 18,800	\$ 6,042	32.14%	\$ 14,000	\$ 6,615	47.25%	\$ 18,800	\$ 8,135	43.27%	\$ 14,000	\$ 6,720	48.00%
	31	County Administrator		\$ 292,732	\$ 143,137	48.90%	\$ -	\$ -	0.00%	\$ 309,973	\$ 131,299	42.36%	\$ -	\$ -	0.00%
	40	County Auditor		\$ 213,718	\$ 112,977	52.86%	\$ 25,000	\$ -	0.00%	\$ 211,084	\$ 119,913	56.81%	\$ 25,000	\$ 170	0.68%
	41	County Treasurer	With the change in documentation to get an Enhanced driver's license, more marriage certificates and birth certificates have been requested.	\$ 218,069	\$ 110,414	50.63%	\$ 15,500	\$ 10,697	69.01%	\$ 234,945	\$ 139,562	59.40%	\$ 15,500	\$ 12,391	79.94%
	42	County Assessor	Bill once a year for assessing serviced for Cities/Townships. That was billed out during the 2nd quarter	\$ 344,922	\$ 137,544	39.88%	\$ 49,600	\$ 8,372	16.88%	\$ 351,334	\$ 203,306	57.87%	\$ 46,123	\$ 43,302	93.88%
01	043	Public Examiners	December YE work is billed in January, the remaining audit work is completed in June and billed in the 3rd Qtr	\$ 69,675	\$ 19,800	28.42%	\$ -	\$ -	0.00%	\$ 65,000	\$ 24,705	38.01%	\$ -	\$ -	0.00%
01	044	License and Permits	CPHS bill is annual and will be paid on the August 6th warrants.	\$ 1,250	\$ -	0.00%	\$ 4,370	\$ 4,235	96.91%	\$ 1,250	\$ 1,250	100.00%	\$ 4,350	\$ 4,410	101.38%
01	060	Data Processing		\$ 87,600	\$ 37,342	42.63%	\$ -	\$ -	0.00%	\$ 70,000	\$ 49,141	70.20%	\$ 1,200	\$ -	0.00%
01	080	Election	The Election Grant amount was received in 2018, but will be recognized (earned) in 2019 with the purchase of election equipment	\$ 67,540	\$ 58	0.09%	\$ 44,050	\$ 63	0.14%	\$ 48,250	\$ 32,878	68.14%	\$ 4,550	\$ 56,036	###
01	090	County Attorney		\$ 471,305	\$ 214,700	45.55%	\$ 33,700	\$ 767	2.28%	\$ 463,070	\$ 249,151	53.80%	\$ 33,700	\$ 2,081	6.18%
01	100	Land Records	Included in Revenue but not budgeted is a GIS Grant to reimburse for time and expenses incurred.	\$ 409,659	\$ 196,267	47.91%	\$ 93,000	\$ 70,794	76.12%	\$ 408,947	\$ 220,630	53.95%	\$ 136,850	\$ 76,266	55.73%
01	110	Courthouse	Building project expenses - will be moved to Capital Projects fund	\$ 579,327	\$ 88,489	15.27%	\$ -	\$ -	0.00%	\$ 166,830	\$ 666,241	399.35%	\$ -	\$ -	0.00%
01	111	County Museum Building		\$ 17,787	\$ 8,148	45.81%	\$ -	\$ -	0.00%	\$ 17,787	\$ 14,880	83.66%	\$ -	\$ -	0.00%
01	112	CPHS Building	Building project expenses - will be moved to Capital Projects fund	\$ 18,500	\$ 7,881	42.60%	\$ -	\$ -	0.00%	\$ 18,500	\$ 152,101	822.17%	\$ -	\$ -	0.00%
01	113	Prairie 5 Building	Additional funds were budgeted for repairs have not been completed	\$ 15,006	\$ 3,765	25.09%	\$ -	\$ -	0.00%	\$ 15,006	\$ 4,376	29.16%	\$ -	\$ -	0.00%
01	114	Rental House		\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
01	115	Attorney Building		\$ -	\$ 90	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
01	120	County Medical Insurance		\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
01	122	Veterans Services	Operational grant is received in the 3rd Qtr	\$ 173,944	\$ 82,993	47.71%	\$ 7,500	\$ 635	8.47%	\$ 172,715	\$ 95,534	55.31%	\$ 9,100	\$ 935	10.27%
01	123	Planning & Zoning	Grants (approx \$64,000) are received in the 3rd Qtr. The feedlot pref credit for 2018 was received in 2019 of \$5,200 otherwise YTD are similar.	\$ 104,128	\$ 48,893	46.95%	\$ 84,728	\$ 16,700	19.71%	\$ 140,849	\$ 26,692	18.95%	\$ 118,449	\$ 10,600	8.95%
01	148	Technology Committee		\$ 33,800	\$ 18,662	55.21%	\$ -	\$ -	0.00%	\$ 25,300	\$ 27,758	109.72%	\$ -	\$ -	0.00%
01	149	Tech Support		\$ 281,035	\$ 136,795	48.68%	\$ 131,200	\$ 76,733	58.49%	\$ 281,400	\$ 160,212	56.93%	\$ 202,600	\$ 134,883	66.58%
01	200	Sheriff		\$ 1,489,498	\$ 697,584	46.83%	\$ 70,500	\$ 38,372	54.43%	\$ 1,472,659	\$ 935,858	63.55%	\$ 70,500	\$ 45,978	65.22%
01	202	911 Distribution	Expenses were booked in revenue in the amount of \$19,505. Once the entry is corrected they will be at 65.18%	\$ 51,728	\$ 24,875	48.09%	\$ 51,728	\$ 14,212	27.47%	\$ 51,728	\$ 31,734	61.35%	\$ 51,728	\$ 40,461	78.22%
01	204	Coroner	Amount is determined by need and this year is lower than estimated	\$ 15,000	\$ 5,350	35.67%	\$ -	\$ -	0.00%	\$ 15,000	\$ 16,750	111.67%	\$ -	\$ -	0.00%
01	205	Jail		\$ 1,120,704	\$ 480,329	42.86%	\$ 34,000	\$ 19,176	56.40%	\$ 1,061,078	\$ 558,246	52.61%	\$ 34,000	\$ 20,185	59.37%
01	251	Grant 6W Community Corrections		\$ 286,659	\$ 143,330	50.00%	\$ -	\$ -	0.00%	\$ 235,853	\$ 243,662	103.31%	\$ -	\$ -	0.00%
01	261	Restorative Justice	Transition in department head is driving the increase in expense, primarily in increase wages and benefits and an unbudgeted expense.	\$ 74,852	\$ 51,146	68.33%	\$ -	\$ 100	0.00%	\$ 69,361	\$ 47,049	67.83%	\$ -	\$ 2,554	0.00%
01	280	Emergency Management	EMPG grant is paid annual - usually in the 1st qtr.	\$ 104,854	\$ 44,144	42.10%	\$ 18,000	\$ 18,182	101.01%	\$ 85,698	\$ 48,626	56.74%	\$ 17,000	\$ 18,220	107.18%
01	400	Countryside Public Health		\$ 114,544	\$ 57,272	50.00%	\$ -	\$ -	0.00%	\$ 112,851	\$ 112,851	100.00%	\$ -	\$ -	0.00%
01	490	Ambulance		\$ 40,000	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 40,000	\$ -	0.00%	\$ -	\$ -	0.00%
01	520	County Parks		\$ 53,000	\$ 9,703	18.31%	\$ 48,000	\$ 27,495	57.28%	\$ 40,000	\$ 19,699	49.25%	\$ 40,000	\$ 13,934	34.84%
01	521	Parks & Drainage	Money was in the budget for the expansion of the OHV park in Appleton.	\$ 210,691	\$ 83,154	39.47%	\$ 187,118	\$ 12,118	6.48%	\$ 254,778	\$ 125,815	49.38%	\$ 187,118	\$ -	0.00%
01	600	Extension	We pay the U of M quarterly, which happens the month after the quarter ends. Only one payment has been recorded. If included we would be at 49.09%	\$ 145,551	\$ 53,009	36.42%	\$ 1,000	\$ 1,138	113.80%	\$ 148,621	\$ 72,758	48.96%	\$ 1,200	\$ 1,197	99.75%
01	602	Agriculture Inspector		\$ 13,500	\$ 6,750	50.00%	\$ -	\$ -	0.00%	\$ 13,500	\$ 9,000	66.67%	\$ -	\$ -	0.00%
01	603	Predator Control	Amount is determined by need and was higher than estimated	\$ 10,000	\$ 3,858	38.58%	\$ -	\$ -	0.00%	\$ 10,000	\$ 9,672	96.72%	\$ -	\$ -	0.00%
01	703	Grants and Appropriations	Annual payments (4) were made in the 2nd qtr last year and 3rd quarter this year. A one time payment of \$50,000 for the OHV also happened during the 2nd qtr last year. The remaining different is due mainly to the increase in court appointed attorney fees.	\$ 467,404	\$ 179,014	38.30%	\$ -	\$ -	0.00%	\$ 463,482	\$ 368,640	79.54%	\$ -	\$ -	0.00%
				\$ 7,883,137	\$ 3,715,137	47.13%	\$ 7,710,010	\$ 3,847,822	49.91%	\$ 7,337,321	\$ 5,295,973	72.18%	\$ 7,231,219	\$ 3,576,114	49.45%

**Summary of Funds**  
**Actual & Budget Comparison**  
As of 06/30/2019

	Budget	Actual	Difference	
			\$	%
<b>Revenue Funds:</b>				
General	7,710,010	3,847,822	(3,862,188)	50%
Solid Waste/Environmental	1,101,150	483,685	(617,465)	44%
Road & Bridge	8,068,436	5,785,622	(2,282,814)	72%
Human Services	5,528,975	2,825,136	(2,703,839)	51%
Debt Service	888,953	199,846	(689,107)	22%
	<b>23,297,524</b>	<b>13,142,111</b>	<b>(10,155,413)</b>	<b>56%</b>
<b>Expenditures:</b>				
General	7,883,137	3,715,137	(4,168,000)	47%
Solid Waste/Environmental	1,351,944	519,443	(832,501)	38%
Road & Bridge	8,603,347	2,979,476	(5,623,871)	35%
Human Services	6,000,475	2,708,025	(3,292,450)	45%
Debt Service	871,421	621,381	(250,040)	71%
	<b>24,710,324</b>	<b>10,543,462</b>	<b>(14,166,862)</b>	<b>43%</b>
<b>Change in Fund Balance</b>	<b>(1,412,800)</b>	<b>2,598,649</b>	<b>4,011,449</b>	

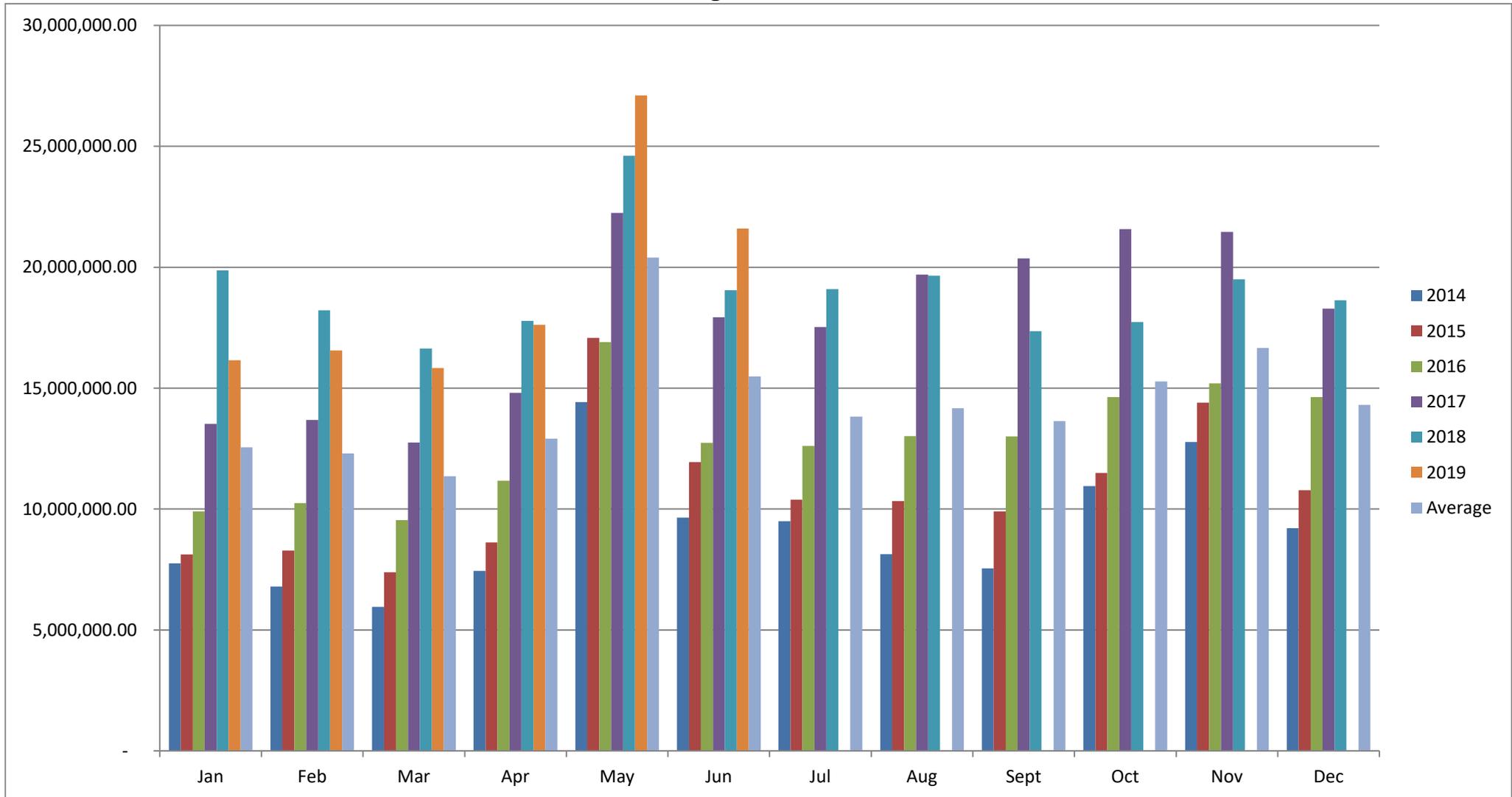
\*\*\* (designates deficit or under budget)

Ending Cash Balance Summary	As of June 30					
	2019	2018	2017	2016	2015	2014
Cash and Bank Accounts	21,598,992	19,047,549	17,929,271	12,743,355	11,941,321	\$ 9,641,134
<b>Loan Receivable - General Fund Summary</b>						
SCBH	\$ 1,435,387	\$ 1,527,095	\$ 1,616,988	\$ 1,705,103	\$ 1,791,475	\$ 1,876,137
CNH Loan #1	\$ -	\$ -	\$ -	\$ 154,633	\$ 462,472	\$ 765,016
CNH Loan #2	\$ 13,664	\$ 73,588	\$ 132,482	\$ 190,363	\$ 247,248	\$ 303,156
<b>County Indebtedness</b>						
Fed-Tel Bond (2016A)	\$ 7,165,000	\$ 7,475,000	\$ 7,805,000	\$ 7,805,000	\$ -	\$ -
Capital Improvement Bond (2017A)	\$ 4,780,000	\$ 4,980,000	\$ 5,105,000	\$ -	\$ -	\$ -

**Swift County**  
**Ending Monthly Cash & Investment Balances**  
**For Years 2014 - 2019**

	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Average</b>
Jan	7,753,966.62	8,124,654.99	9,900,385.09	13,522,029.47	19,870,320.76	16,148,408.15	<b>12,553,294.18</b>
Feb	6,793,396.59	8,286,916.58	10,243,579.95	13,688,894.26	18,221,944.32	16,556,427.50	<b>12,298,526.53</b>
Mar	5,950,643.97	7,379,372.97	9,543,886.70	12,749,158.12	16,640,315.01	15,833,071.66	<b>11,349,408.07</b>
Apr	7,437,092.77	8,622,744.15	11,164,294.48	14,804,082.02	17,784,746.64	17,620,981.86	<b>12,905,656.99</b>
May	14,423,436.08	17,081,775.38	16,907,470.25	22,248,272.52	24,609,305.58	27,102,115.96	<b>20,395,395.96</b>
Jun	9,641,133.95	11,941,321.49	12,743,355.11	17,929,271.31	19,047,548.56	21,598,991.70	<b>15,483,603.69</b>
Jul	9,493,211.07	10,389,747.38	12,614,028.49	17,522,213.00	19,090,747.34		<b>13,821,989.46</b>
Aug	8,130,361.67	10,326,014.47	13,018,957.48	19,696,930.31	19,643,285.25		<b>14,163,109.84</b>
Sept	7,550,959.37	9,905,758.49	13,006,812.74	20,366,783.55	17,352,408.31		<b>13,636,544.49</b>
Oct	10,955,789.27	11,490,363.82	14,625,844.94	21,570,923.70	17,737,408.31		<b>15,276,066.01</b>
Nov	12,776,936.41	14,399,336.67	15,196,967.44	21,462,351.52	19,494,725.72		<b>16,666,063.55</b>
Dec	9,212,404.63	10,777,926.27	14,635,829.40	18,292,501.30	18,628,770.02		<b>14,309,486.32</b>
<b>Average</b>	<b>9,176,611.03</b>	<b>10,727,161.06</b>	<b>12,800,117.67</b>	<b>15,823,617.95</b>	<b>19,362,363.48</b>	<b>19,143,332.81</b>	

**Swift County**  
**Average Compared to Actual Monthly Cash & Investment Balances**  
**For Months Ending 2014 thru June 30, 2019**



\*\*\*\* **Swift County** \*\*\*\*  
Executive Departmental Budget to Actual Review  
As of June 30, 2019



As of Date (MM/YYY) 06/2019  
Budget Name: 2019 Final Working Budget  
Budget Selector: Full Year Budget  
Save Report Options: N  
Comment:

FUND Range From 01 Thru 35  
X Include/eXclude 8

\*\*\*\* **Swift County** \*\*\*\*  
Executive Departmental Budget to Actual Review  
As of June 30, 2019



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2019 06/30/2019 Actual	Variance	PCT	Full Year Budget	1/1/2019 06/30/2019 Actual	Variance	PCT	
1 County General Revenue									
3 General Government	33,498	388,137	(354,639)	1159	6,797,016	3,521,418	(3,275,598)	52	3,133,281
5 Board Of Commissioners	232,857	112,585	120,272	48	0	0	0	0	(112,585)
21 Law Library	18,800	6,042	12,758	32	14,000	6,615	(7,385)	47	573
31 County Administration	292,732	143,137	149,595	49	0	0	0	0	(143,137)
40 County Auditor	213,718	112,977	100,741	53	25,000	0	(25,000)	0	(112,977)
41 County Treasurer	218,069	110,414	107,655	51	15,500	10,697	(4,803)	69	(99,717)
42 County Assessor	344,922	137,544	207,378	40	49,600	8,372	(41,228)	17	(129,172)
43 Public Examiners	69,675	19,800	49,875	28	0	0	0	0	(19,800)
44 Licenses And Permits	1,250	0	1,250	0	4,370	4,235	(135)	97	4,235
60 Data Processing	87,600	37,342	50,258	43	0	0	0	0	(37,342)
89 Elections	67,540	58	67,482	0	44,050	63	(43,987)	0	4
90 County Attorney	471,305	214,700	256,605	46	33,700	767	(32,933)	2	(213,933)
100 Land Records	409,659	196,267	213,392	48	93,000	70,794	(22,206)	76	(125,472)
110 Courthouse building	579,327	88,489	490,838	15	0	0	0	0	(88,489)
111 County Museum building	17,787	8,148	9,639	46	0	0	0	0	(8,148)
112 CPHS building	18,500	7,881	10,619	43	0	0	0	0	(7,881)
113 Prairie 5 building	15,006	3,765	11,241	25	0	0	0	0	(3,765)
114 Rental House	0	0	0	0	0	0	0	0	0
115 Attorney's Office Building	0	990	(990)	0	0	0	0	0	(990)
122 Veterans Service	173,944	82,993	90,951	48	7,500	635	(6,865)	8	(82,358)
123 Planning And Zoning	104,128	48,893	55,235	47	84,728	16,700	(68,028)	20	(32,193)
148 Technology Committee	33,800	18,662	15,138	55	0	0	0	0	(18,662)
149 Technical Support	281,035	136,795	144,240	49	131,200	76,733	(54,468)	58	(60,063)
200 Sheriff	1,489,498	697,584	791,914	47	70,500	38,372	(32,128)	54	(659,212)
202 911 Distribution	51,728	24,875	26,853	48	51,728	14,212	(37,516)	27	(10,663)
204 Coroner	15,000	5,350	9,650	36	0	0	0	0	(5,350)
205 Jail	1,120,704	480,329	640,375	43	34,000	19,176	(14,824)	56	(461,153)
251 Grants 6W Community Corrections	286,659	143,330	143,330	50	0	0	0	0	(143,330)
261 Restorative Practices	74,852	51,146	23,706	68	0	100	100	0	(51,046)
280 Emergency Management	104,854	44,144	60,710	42	18,000	18,182	182	101	(25,962)
400 Countyside Public Health Service	114,544	57,272	57,272	50	0	0	0	0	(57,272)
406 Youth Programs	0	0	0	0	0	0	0	0	0
490 Ambulance	40,000	0	40,000	0	0	0	0	0	0
520 County Parks	53,000	9,703	43,297	18	48,000	27,495	(20,505)	57	17,791
521 Parks And Drainage	210,691	83,154	127,537	39	187,118	12,118	(175,000)	6	(71,036)
600 Extension	145,551	53,009	92,542	36	1,000	1,138	138	114	(51,870)
602 Agriculture Inspector	13,500	6,750	6,750	50	0	0	0	0	(6,750)
603 Predator Control	10,000	3,858	6,142	39	0	0	0	0	(3,858)
701 Economic Development Grow	0	0	0	0	0	0	0	0	0

\*\*\*\* **Swift County** \*\*\*\*  
Executive Departmental Budget to Actual Review  
As of June 30, 2019



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2019 06/30/2019 Actual	Variance	PCT	Full Year Budget	1/1/2019 06/30/2019 Actual	Variance	PCT	
703 Grants And Appropriations	467,404	179,014	288,390	38	0	0	0	0	(179,014)
800 Unallocated	0	0	0	0	0	0	0	0	0
<b>1 County General Revenue</b>	<b>7,883,137</b>	<b>3,715,137</b>	<b>4,168,000</b>	<b>47</b>	<b>7,710,010</b>	<b>3,847,822</b>	<b>(3,862,188)</b>	<b>50</b>	<b>132,685</b>
<b>2 Solid Waste Fund</b>									
390 Environmental Services	1,351,944	519,443	832,502	38	1,101,150	483,685	(617,465)	44	(35,757)
<b>2 Solid Waste Fund</b>	<b>1,351,944</b>	<b>519,443</b>	<b>832,502</b>	<b>38</b>	<b>1,101,150</b>	<b>483,685</b>	<b>(617,465)</b>	<b>44</b>	<b>(35,757)</b>
<b>3 County Road &amp; Bridge</b>									
300 Highway Administration	171,041	115,238	55,803	67	7,980,539	5,746,326	(2,234,213)	72	5,631,088
301 Shared County Engineer	175,793	89,887	85,906	51	87,897	39,296	(48,601)	45	(50,591)
310 Maintenance	1,836,039	789,144	1,046,895	43	0	0	0	0	(789,144)
311 Authorized Work Contributions	15,644	10,087	5,557	64	0	0	0	0	(10,087)
315 Engineering	111,556	37,751	73,805	34	0	0	0	0	(37,751)
320 Construction	5,067,674	1,037,296	4,030,378	20	0	0	0	0	(1,037,296)
330 Equipment & Maintenance Shops	730,800	416,939	313,861	57	0	0	0	0	(416,939)
350 Other (Highway)	8,000	3,342	4,658	42	0	0	0	0	(3,342)
360 Accounts Receivable	2,845	145	2,700	5	0	0	0	0	(145)
370 Inter-Governmental Expense	483,955	479,647	4,308	99	0	0	0	0	(479,647)
<b>3 County Road &amp; Bridge</b>	<b>8,603,347</b>	<b>2,979,476</b>	<b>5,623,871</b>	<b>35</b>	<b>8,068,436</b>	<b>5,785,622</b>	<b>(2,282,814)</b>	<b>72</b>	<b>2,806,147</b>
<b>11 Human Services</b>									
404 Income Maintenance	1,314,140	638,897	675,243	49	1,314,140	675,416	(638,724)	51	36,519
405 Social Services	4,686,335	2,069,128	2,617,207	44	4,214,835	2,142,712	(2,072,123)	51	73,584
408 Day Care Provider Deferred Loan Progr	0	0	0	0	0	7,008	7,008	0	7,008
<b>11 Human Services</b>	<b>6,000,475</b>	<b>2,708,025</b>	<b>3,292,450</b>	<b>45</b>	<b>5,528,975</b>	<b>2,825,136</b>	<b>(2,703,839)</b>	<b>51</b>	<b>117,111</b>
<b>35 Debt Service</b>									
898 2017A Cap Improv Bond	350,656	203,078	147,578	58	368,188	193,712	(174,476)	53	(9,366)
899 2016A Bonding	520,765	418,303	102,463	80	520,765	6,134	(514,631)	1	(412,168)
<b>35 Debt Service</b>	<b>871,421</b>	<b>621,381</b>	<b>250,040</b>	<b>71</b>	<b>888,953</b>	<b>199,846</b>	<b>(689,107)</b>	<b>22</b>	<b>(421,534)</b>
	<b>24,710,324</b>	<b>10,543,461</b>	<b>14,166,863</b>		<b>23,297,524</b>	<b>13,142,112</b>	<b>(10,155,412)</b>		<b>2,598,651</b>

# Potential Route Swap for CSAH 35

## Pros vs Cons

### Swift County

#### **Pros**

1. The proposed new route would eliminate curves in the County Road system.
2. The swap potentially opens up CSAH mileage to re-designate at a different location such as CR 68 (in front of the Benson Shop) which is currently a locally funded County Road.

#### **Cons**

1. Swift County would lose the physical investment it has in the materials and Right-of-way originally paid for in the old route.
2. Potential loss of State Aid maintenance and construction funding if net mileage becomes less, and/or that mileage isn't re-designated. For the rural and municipal sections.
3. Additional local maintenance funding responsibility added to the County if the Municipal portion is not turned back to the City of Kerkhoven.

# Pillsbury Twp

## **Pros**

1. The Twp exchanges a narrow gravel road with high maintenance costs due to high traffic, for an existing paved County Road.
2. The Twp is relieved of maintaining the more direct route for North bound farm/truck traffic to dairy farms and the Murdock Elevator.
3. Current farm/truck traffic using the Northern route, does not enter and exit the County road in the middle of a sloped curve.

## **Cons**

1. The Twp assumes the maintenance of a much wider stretch of road, resulting in more cost.
2. The Twp takes on the responsibility of the cost to either maintain the bituminous, or convert it back to a gravel road.
3. The Twp likely will have Southbound traffic leaving Kerkhoven continue to use the old route, not knowing a swap has been made.
4. The Twp retains a road with outdated curve alignments according to safety standards.
5. If the North route is not completed all the way to US TH 12, the portion of existing Twp road between Swift CSAH 6 and US TH 12 on 130<sup>th</sup> Ave will likely have even higher traffic pressure and maintenance needs for the Twp to tend to.

## City of Kerkhoven

### **Pros**

1. The City potentially reduces the car and truck traffic in town, resulting in safer pedestrian traffic with no sidewalks.
2. If the County only drops the State-Aid designation, but retains the Municipal portion as a Local County Road, the future maintenance remains with the County.

### **Cons**

1. The City potentially loses northbound through-traffic, and public business, by bypassing Kerkhoven to the West (if traffic continues West on Hwy 12).
2. The City takes on all future maintenance and construction costs of the municipal portion, if the County abandons that section and turns it back to the City.
3. If the Municipal section becomes the City's, as a result of the Twp request to swap, the existing Municipal portion would not be improved prior to the swap, as the County is not proposing this. If investments were put in to any of the existing alignment, the County would not be considering the exchange.

# Construction Estimate

## CSAH 35 vs 130th Ave SE

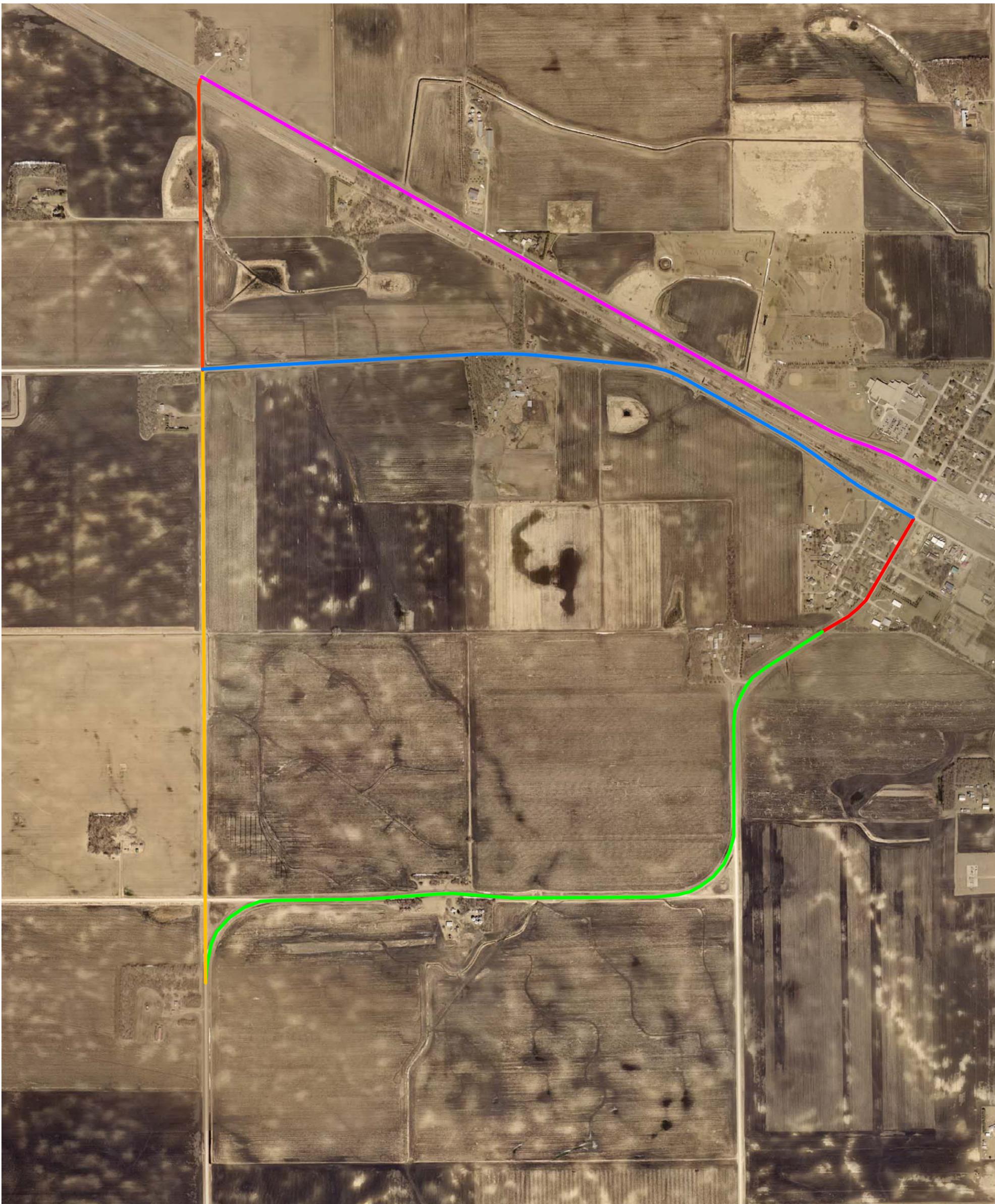
Item	Unit	Estimated Cost	Existing CSAH 35 Route		130th Ave - CSAH 35 to CSAH 6		130th Ave - CSAH 6 to TH 12		Municipal - In Kerkhoven	
			8500 Lineal Feet		6300 Lineal Feet		2900 Lineal Feet		1274 Lineal Feet	
			1.61 Miles		1.19 Miles		0.55 Miles		0.24 Miles	
			Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
Permanent Right of Way	Acre	\$8,000.00	10.6	\$84,800.00	7.8	\$62,400.00	4.6	\$36,800.00	0	\$0.00
Temporary Right of Way	Acre	\$4,000.00	6.1	\$24,400.00	2.9	\$11,600.00	1.3	\$5,200.00	0	\$0.00
Bituminous Reclaiming - Grinding	Sq Yd	\$1.00	35800	\$35,800.00	0	\$0.00	0	\$0.00	0	\$0.00
Bituminous Reclaim Stockpile Removal	Sq Yd	\$2.00	35800	\$71,600.00	0	\$0.00	0	\$0.00	0	\$0.00
Common Excavation	Cu Yd	\$5.50	66000	\$363,000.00	23600	\$129,800.00	7200	\$39,600.00	0	\$0.00
Obliterate Curve at 130th Ave	Cu Yd	\$5.50	0	\$0.00	5500	\$30,250.00	0	\$0.00	0	\$0.00
Geotextile Fabric	Sq Yd	\$2.00	0	\$0.00	0	\$0.00	4800	\$9,600.00	0	\$0.00
Salvage Aggregate	Ton	\$5.50	19900	\$109,450.00	0	\$0.00	0	\$0.00	0	\$0.00
Class 5	Ton	\$18.00	3300	\$59,400.00	17200	\$309,600.00	7900	\$142,200.00	0	\$0.00
Granular Borrow - Slough	Ton	\$12.00	0	\$0.00	0	\$0.00	3700	\$44,400.00	0	\$0.00
Wetland Acre Replacement	Acre	\$50,000.00	0	\$0.00	0	\$0.00	1	\$50,000.00	0	\$0.00
Concrete R/R X-ing with Lights and Arms	Each	\$300,000.00	0	\$0.00	0	\$0.00	1	\$300,000.00	0	\$0.00
Hwy 12 Turn Lanes	Lump Sum	\$150,000.00	0	\$0.00	0	\$0.00	1	\$150,000.00	0	\$0.00
Utility Relocation Unknown - Assumed on all routes	Lump Sum	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Bituminous Milling	Sq Yd	\$2.50	0	\$0.00	0	\$0.00	0	\$0.00	5100	\$12,750.00
Bituminous Paving	Ton	\$60.00	7700	\$462,000.00	5700	\$342,000.00	2700	\$162,000.00	575	\$34,500.00
Aggregate Shouldering	Ton	\$17.50	3900	\$68,250.00	3000	\$52,500.00	1400	\$24,500.00	0	\$0.00
			<b>\$1,278,700.00</b>		<b>\$938,150.00</b>		<b>\$964,300.00</b>		<b>\$47,250.00</b>	

Future costs incurred by the Twp if route swap leaves this portion to them.
Future costs incurred by the City if route swap leaves this portion to them.
<b>CSAH 6 - 7540 Lineal Feet 1.43 Miles</b>
<b>US TH 12 - 8370 Lineal Feet 1.59 Miles</b>

Grading/Paving - Original Route	
Grading Estimate - 3.5 Miles	\$1,365,000.00
Paving Estimate - 3.74 (Including Red Municipal)	\$1,359,750.00
	<b>\$2,724,750.00</b>
Mill & Overlay - Original Route	
Red Section - .24 Miles Municipal	\$47,250.00
Green Section - 1.61 Miles	\$265,650.00
South County Line to Green Section - 1.89 Miles	\$311,850.00
	<b>\$624,750.00</b>

\*\*\*Future ANNUAL maintenance costs, and acceptance of future maintenance funding - not considered in this chart

Swift County					
2019 Distribution				\$ 4,267,013	
		Cost per mile		Cost per mile	
Reg. Construction	\$ 2,346,943	\$ 7,441	Muni. Construction	\$ 213,265	\$ 15,555
Reg. Maintenance	\$ 1,564,628	\$ 4,961	Muni. Maintenance	\$ 142,177	\$ 10,370
Reg Needs	124,964,348		Muni Need	11,357,689	
Reg Miles	315.4		Muni. Miles	13.71	



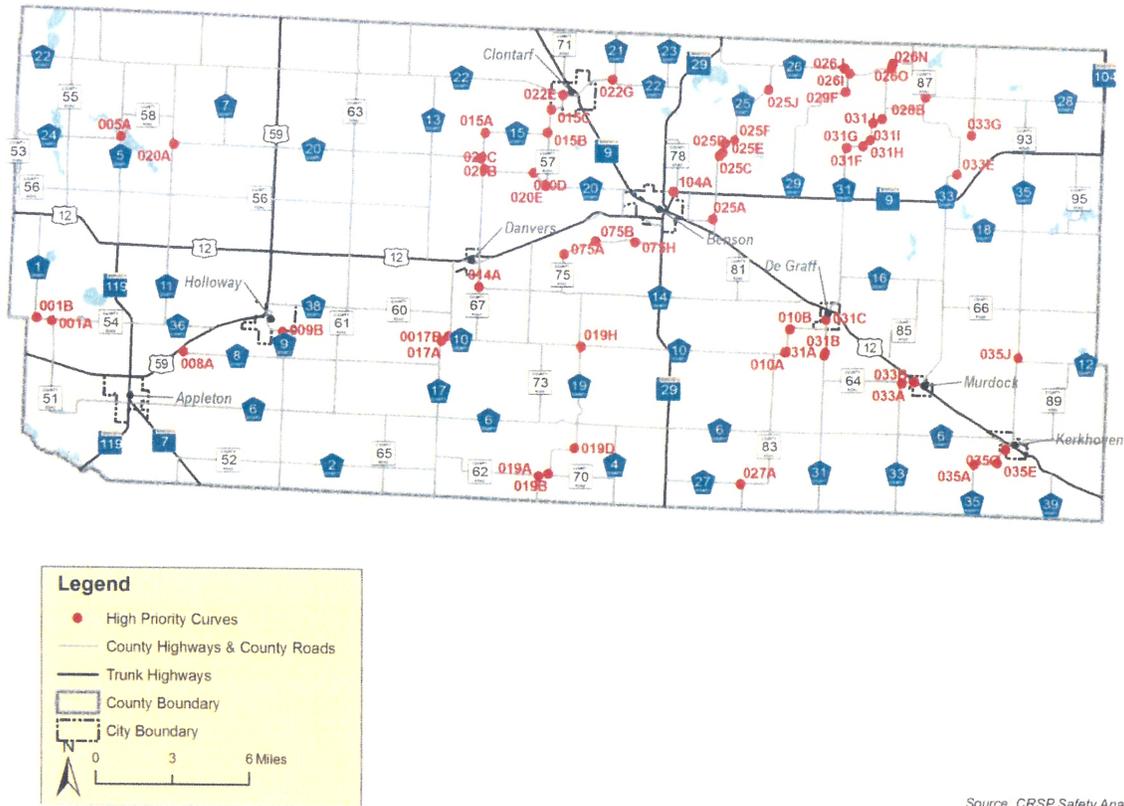


Figure 3-14  
Swift County Curve Project Map



## Curves on CSAH 35 from Chippewa County Line to KERKHOVEN CL

Agency: Swift County

### Curve Data

Curve ID*	K	A	Radius (ft)	ADT	Intersection on Curve	Visual Trap	Risk Ranking	Proximity	High Priority Segment + Critical Radius	Chevron Candidate	Shoulder Pave Candidate	RS Candidate
035A	0	0	704	235	Yes	Yes	*****	-	-	Installed	Yes	No
035B	0	0	3711	235	No	No	*	-	-	Installed	Yes	No
035C	0	0	2113	235	No	No	*	-	-	Installed	Yes	No
035D	0	0	1822	235	No	No	*	-	-	Installed	Yes	No
035E	0	0	734	235	Yes	Yes	*****	-	-	Installed	Yes	No
035F	0	0	727	235	No	No	**	-	-	Installed	Yes	No

### Ranking Criteria

Criteria	
Severe Crashes	> 0
Radius 500 to 1199	
ADT 200 to 599	
Intersection on Curve	Yes
Visual Trap	Yes

Curves are selected for project if:  
 - 3 or more \*s  
 - x in proximity column  
 - x in High Priority Segment + Critical Radius column  
 - Curve currently has chevrons installed

### Short List of Strategies Considered

Description	Type	Unit Cost		Units	Total cost
Chevrons	Proactive	\$3,300	per curve	6 curves	\$19,800
Rumble Strips	Proactive	\$3,000	per mile	.0 miles	\$0
2' Shoulder Pave+RS+Safety Wedge	Proactive	\$40,000	per mile	.9 miles	\$34,551
					\$54,351

### Implementation Cost

Federal Funds	\$48,916
Local Match (10% of Total project cost)	\$5,435
<b>Total Project Cost</b>	<b>\$54,351</b>

Rank: 28  
 Segment ID: 35.01A  
 Date: 5/18/2011

## Curves on CSAH 35 from KERKHOVEN CL to KERKHOVEN CL

Agency: Swift County

### Curve Data

Curve ID*	K	A	Radius (ft)	ADT	Intersection on Curve	Visual Trap	Risk Ranking	Proximity	High Priority Segment + Critical Radius	Chevron Candidate	Shoulder Pave Candidate	RS Candidate
035G	0	0	1084	377.5	Yes	No	***	-	-	Installed	Yes	No

### Ranking Criteria

Criteria	
Severe Crashes	> 0
Radius	500 to 1199
ADT	200 to 599
Intersection on Curve	Yes
Visual Trap	Yes

Curves are selected for project if:

- 3 or more \*s
- x in proximity column
- x in High Priority Segment + Critical Radius column
- Curve currently has chevrons installed

### Short List of Strategies Considered

Description	Type	Unit Cost		Units	Total cost
Chevrons	Proactive	\$3,300	per curve	1 curves	\$3,300
Rumble Strips	Proactive	\$3,000	per mile	.0 miles	\$0
2' Shoulder Pave+RS+Safety Wedge	Proactive	\$40,000	per mile	.2 miles	\$6,375
					\$9,675

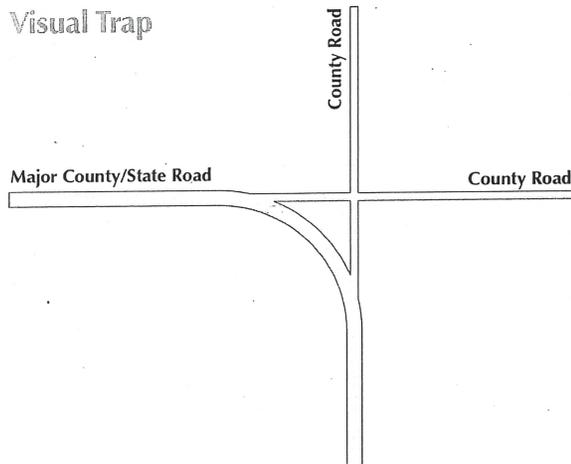
### Implementation Cost

Federal Funds	\$8,708
Local Match (10% of Total project cost)	\$968
<b>Total Project Cost</b>	<b>\$9,675</b>

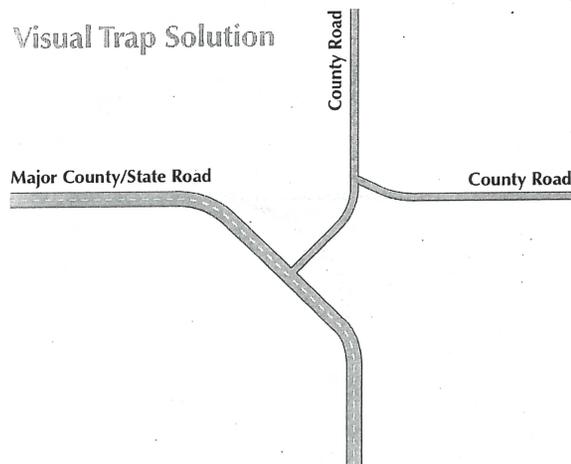
Rank: 29  
 Segment ID: 35.01B  
 Date: 5/18/2011

# Roadside Safety Initiatives – Horizontal Curves

## Visual Trap



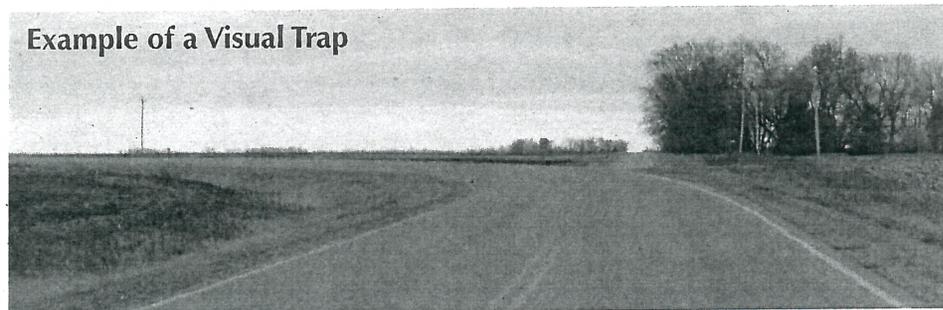
## Visual Trap Solution



## Highlights

- In rural Minnesota the local road system is a grid of north/south and east/west section line roads. This grid system results in numerous locations where local roads intersect with paved county roads and state highways in horizontal curves.
- The analysis of horizontal curves that was conducted as part of the County Road Safety Plans found that curves that contained an intersection had a higher crash frequency than comparable curves without an intersection.
- The presence of an intersection in a curve also produces a condition called a “visual trap” causing a driver on the major road to see a roadway continue on the tangent when the major road actually turns. The analysis found that curves with “visual traps” have a higher frequency of crashes than comparable curves without.
- The analysis of rural intersections found that intersections in curves had a higher frequency of crashes than comparable intersections located on tangent sections. It appears that closely spaced intersection with skewed approaches to the major road increase the risk for intersection crashes (see figure to the left). The preferred solution for improving the multiple intersection curve involved reconstructing to provide a single “T” intersection where the minor leg is perpendicular to the major road.
- Beyond the use of typical low cost improvements, such as chevrons and edgeline rumble strips, additional design strategies could be providing strategically placed vegetation to address the “visual trap” issue and possibly replacing the single horizontal curve with two curves separated by a tangent section.
- The preferred solution, reconstructing the roadways, is not a low-cost solution and would likely not be a candidate for safety funding.

Example of a Visual Trap





# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## 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 DHS Work number Contract 7/1/2019-6/30/2021	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the contract
BACKGROUND/JUSTIFICATION: On 3/22/19 all County Human Services Directors received a memo from Claire Wilson, DHS Deputy Commissioner, regarding an update on the work number. The work number is a tool used by eligibility workers to verify income for program applicants and recipients. DHS has covered this cost with the state funding 50% and Federal Financial Participation covering 50%. The memo directed Human Services Directors to "please plan for assumption of some costs associated with The Work Number." As noted in the contract, DHS will cover 198,000 income verifications for SFY20 and 207,900 SFY21, once this threshold is met, every requested income verification will cost \$6.40/SFY20 and \$6.67/SFY21. Swift County Human Services has estimated \$3,000 will be needed for 2020 based on historical utilization. This is a new DHS cost shift to counties.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	<a href="#">Click here to enter text.</a>

### Budget Information

FUNDING: Budget approval for these loans has been granted by the board.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: <a href="#">Click here to enter text.</a>	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: <a href="#">Click here to enter text.</a>

# State of Minnesota Department of Human Services Procurement Contract

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THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, Children and Family Services Administration (the "STATE"), and TALX Corporation, a Missouri Corporation, 11432 Lackland Road, St. Louis, Missouri 63146, an independent contractor, not an employee of the State of Minnesota (the "CONTRACTOR").

## RECITALS:

Under Minnesota Statutes §§ 16C.03, subd. 3, 16C.05, 16C.06 and 256.01, subd. 2, the STATE is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission.

STATE is permitted to share information with CONTRACTOR in accordance with Minnesota Statutes, section 13.46.

The STATE, on behalf of itself and certain Counties or Tribes listed on Exhibit 1 of this Contract, is in need of the following services: Income verification services for social service and/or public assistance program applicants and enrolled program participants using payroll and employment data pursuant to the FCRA permissible purposes listed in Section 2.2.D below.

The CONTRACTOR represents that it is duly qualified and agrees to perform all services described in this Contract ("Contract") to the satisfaction of the STATE.

The parties therefore agree as follows:

## 1. Term of Contract.

- 1.1 **Effective date.** The effective date of this Contract is **July 1, 2019** or the date that the STATE obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration date.** The expiration date of this Contract is **June 30, 2021**.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation, or termination of this Contract: 8. Information Privacy and Security; 9. Intellectual Property Rights; 11. Indemnification; 13. Publicity and Endorsement; 15. Audit Requirements and CONTRACTOR Debarment Information; 16. Data Disclosure; and 20. Governing Law, Jurisdiction and Venue.

## 2. CONTRACTOR'S Duties. CONTRACTOR, who is not a state employee, will:

- A. Provide services for verifying income and employment of social service and/or public assistance program applicants and current enrollees (“Consumers” for the purposes of this Contract and Exhibits 3 and 4) using available payroll and employment data (“Services”).
- B. Provide a web-based application. The web page for the portal must provide an accessible alternative methodology for obtaining verification of employment and income (via phone number, fax, email).
- C. Upon request, furnish to the STATE and county/tribal social service and/or public assistance agencies, consumer credit information for social service and/or public assistance program applicants and current enrollees stored in CONTRACTOR’S computerized reporting system for the purposes of determining public assistance program eligibility and fraud prevention.
  - 1. Programs for which eligibility verification is most often needed are SNAP (food support), MFIP (Minnesota’s cash assistance program for families), and Child Care Assistance Program (child care subsidy). Other STATE and county/tribal social service or public assistance programs may also use the information system.
  - 2. The CONTRACTOR’S online web portal must be fully operational and available to STATE and Participating County or Participating Tribe during regular business hours (8:00 AM – 5:00 PM CST, Monday through Friday, excepting STATE holidays).
  - 3. STATE and Participating County or Participating Tribe will submit an applicant or enrolled participant’s social security number (SSN) into the web portal. If available, CONTRACTOR’S information system locates a match from its database(s) and returns the employment and income information that is used to determine public assistance and benefit eligibility.
- D. The CONTRACTOR shall ensure that the information system is updated continuously with the latest employment information available from its participating employer clients.
- E. The CONTRACTOR shall provide notification immediately, to the STATE of problems with the web portal or information system. Further, the web page for the portal shall provide up to date information on the status of problems to users. The CONTRACTOR shall remedy any reported problems with the web portal or information system, and reported issues with accessibility.

**2.1 The CONTRACTOR’S web-based application will include the following features.**

- A. STATE and Participating County or Participating Tribe (end users) can log on to the application and enter SSNs of public assistance applicants, and recipients, to verify

employment and income data using the latest payroll data furnished to CONTRACTOR by employers. The application must:

Endeavor to meet STATE standards for accessibility by continuing to develop a web-based application that shall meet the Web Content Accessibility Guidelines (WCAG) 2.0 for participants with disabilities, with an anticipated completion by the end of calendar year 2020, to include:

- i. Providing written updates of accessibility status of web-based application such as results from a WCAG 2.0 compliant scan of portal.
  - ii. Correcting or repairing discovered or reported failures of available accessibility features as soon as commercially practicable.
  - iii. Provide an alternate contact method to accomplish essential tasks.
1. Support thousands of Transactions per day, including multiples at one time. A Transaction is defined by a database search which successfully returns CONTRACTOR Data.
  2. At a minimum, include the following output (fields may be empty if CONTRACTOR has no information in their CONTRACTOR Data):
    - ii. Information "as of date."
    - iii. Employer Name and Address.
    - iv. Employee Name and Job Title.
    - v. Employee Home Address.
    - vi. Employee Date of Birth.
    - vii. Job Status - active or inactive.
    - viii. Job Title.
    - ix. Most recent hire date.
    - x. Termination date.
    - xi. Total time with employer.
    - xii. Employer disclaimer.
    - xiii. Basic medical enrollment information.
    - xiv. Rate of gross pay and pay rate.
    - xv. Hours worked.
    - xvi. Base income, overtime, bonus, or other employment income.
    - xvii. Current income by pay period dating back 36 months.
    - xviii. Home telephone (if available).
    - xix. Employer Federal Employer Identification Number (FEIN).
    - xx. Last four digits of the SSN submitted.

**B.** The application must accept batch files on an "as needed" basis, in a secure manner, and run the batch file against CONTRACTOR'S database and return CONTRACTOR Data to the STATE within five business days. STATE will include an indicator on the file informing the CONTRACTOR whether the record is for 'M'atch or 'V'erification data. For each matched

batch record, the CONTRACTOR will provide the SSN submitted; employer name; employer FEIN; employment status; date of most recent pay period. For each verification batch record the CONTRACTOR will provide CONTRACTOR Data for values in section 2.1., A. 4.

- C. Provide training on using the application.
  - 1. Training must include instruction on how to log on and off, how to search, basic usage of the tool, what any and all acronyms mean, how to choose active employers if multiple employers are available, how to view the CONTRACTOR Data, how to read the output, and how to report problems or ask questions.
  - 2. Training may be provided in the form of PDF user's guides.
- D. Provide a client relationship manager who will provide day-to-day support, answer questions about usage, data quality, data accuracy, and technical questions about the Service, Transactions, and invoices, within 72 hours.
- E. Provide monthly reports which will include at a minimum:
  - 1. Number of total searches.
  - 2. Summary of usage by county/tribe and DHS program type.
  - 3. Number of total verifications.
  - 4. Transaction logs per county/tribe and user
  - 5. Transaction logs of each Transaction which can be broken down by date verification ordered, user, county/tribe, program type or client when requested for integrity or auditing purposes.
- F. Provide logins and passwords for unlimited end users.
  - 1. Provide login and password management through length of this Contract.
  - 2. This includes initial set up, password resets, lost passwords, and user names.
  - 3. Provide a method to immediately remove security access.
- G. Provide a secure Hyper Text Transfer Protocol -Secure (HTTPS) interface to obtain CONTRACTOR Data. The communication will use HTTPS and require a user ID and password and a client certificate of authentication. Extensible Markup Language (XML) will be used for both request and response. The STATE or Participating County or Participating Tribe will send a SSN to the CONTRACTOR. The CONTRACTOR will return search results of employment and/or income. CONTRACTOR will state whether there was no match found, one match or multiple matches. For each matched record, the CONTRACTOR will provide the SSN submitted; employer name; employer FEIN; employment status; date of most recent pay period. When the STATE or Participating County or Participating Tribe requests a verification from a matched record, the CONTRACTOR will provide CONTRACTOR Data for values in section 2.1., A. 4. CONTRACTOR will give STATE ninety (90) days' notice of any changes that require additional programming by the STATE.

**3. STATE's Duties. The STATE, PARTICIPATING COUNTIES and PARTICIPATING TRIBES:**

- A. Will provide names and other required information for CONTRACTOR to create logins and passwords.
- B. Will provide end user types for project reporting purposes.
- C. Will comply with the terms set forth in this Contract which includes **EXHIBIT 1, EXHIBIT 2 EXHIBIT 3 and EXHIBIT 4** which are attached and incorporated into this Contract.
- D. Will certify that the STATE will order CONTRACTOR Data from the web-based application only when STATE intends to use the CONTRACTOR Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the CONTRACTOR Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the CONTRACTOR Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the Consumer, (2) in connection with a determination of the Consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when STATE otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.
- E. Will certify, if applicable, that it will comply with applicable provisions under Vermont law. In particular, STATE certifies that it will order CONTRACTOR Data relating to Vermont residents only after STATE has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont rules. STATE further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in **EXHIBIT 4** was received from CONTRACTOR.
- F. May use the CONTRACTOR Data provided through the Service only as described in this Contract. STATE may reproduce or store the CONTRACTOR Data obtained from the Service solely for its own use in accordance with this Contract, and will hold all CONTRACTOR Data obtained from the Service under this Contract in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless STATE first obtains CONTRACTOR'S written consent; provided, however, the STATE may discuss Consumer data included in the CONTRACTOR Data with the Data Subject (as defined in Exhibit 2) when the STATE has taken adverse action against the Data Subject based on the CONTRACTOR Data. The STATE will not provide a copy of the CONTRACTOR Data to the Consumer, except as may be required or permitted by law or approved in writing by CONTRACTOR, except in any state where this contractual prohibition would be invalid. The STATE will refer the Consumer to CONTRACTOR whenever the Consumer disputes the CONTRACTOR Data disclosed by the STATE. The STATE will not interpret failure of CONTRACTOR to return CONTRACTOR Data as a statement regarding that Consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- G. May access, use and store the CONTRACTOR Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Agency may not

access, use or store the CONTRACTOR Data or CONTRACTOR Confidential Information at or from, or send the CONTRACTOR Data or Confidential Information to, any location outside of the Permitted Territory without Agency first obtaining EVS's written permission.

- H. Represents and warrants it (1) is administering a government funded benefit or program, (2) has been given the legal authority to view the CONTRACTOR Data by the Consumer or by operation of law, and (3) is requesting the CONTRACTOR Data in compliance with all laws.
  - I. Acknowledges it shall employ decision making processes reasonable and appropriate to the nature of the Transaction and will utilize the CONTRACTOR Data as part of its process.
  - J. Represents and warrants it has written authorization from the Consumer to verify income. The STATE need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes consumer authorization. Notwithstanding the foregoing, in the event the STATE is using the Service to collect on defaulted child support obligations, the STATE is not required to obtain such authorization.
  - K. May not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or CONTRACTOR Data on its behalf without first obtaining CONTRACTOR'S written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with CONTRACTOR.
  - L. Will allow, in order to ensure compliance with thisContract, applicable law and CONTRACTOR policies, CONTRACTOR to conduct reviews of the STATE's and Participating Counties' or Participating Tribes' activities from time to time, during normal business hours, at all locations containing relevant records, including requesting copies of the Consumer's authorization to verify income, with respect to STATE's and Participating Counties' or Participating Tribes' requests for CONTRACTOR Data, and/or itsuse of CONTRACTOR Data.
  - M. Will provide documentation to CONTRACTOR, within a reasonable time, as reasonably requested by CONTRACTOR and shall allow reasonable access to its premises for purposes of such review by CONTRACTOR. The STATE shall cooperate fully with any and all investigations by CONTRACTOR of allegations of abuse or misuse of the Services.
  - N. May access CONTRACTOR Data on the Service to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") pursuant to the FCRA permissible purposes listed in Section 2.2.D above.
  - O. Will follow the Data Security requirements in Data Sharing Agreement Terms and Conditions (Exhibit 2), section 2.5
4. **Time.** CONTRACTOR will perform its duties within the time limits established in this Contract unless prior approval is obtained from STATE. In performance of this Contract, time is of the essence.
5. **Consideration and Payment.**
- 5.1 **Consideration.** The STATE will pay for all Services performed by the CONTRACTOR under this Contract as follows:

**A. Compensation.** The CONTRACTOR will be paid as follows:

Period	Monthly Fixed Fee	Annual Hits Included	Overage Fee (Per Hit)	Overage Budget for Period	Total Budget for Period
July 1, 2019 - June 30, 2020	\$104,140.00	198,000	\$6.40	\$108,800.00	\$1,358,480.00
July 1, 2020 - June 30, 2021	\$113,726.50	207,900	\$6.67	\$47,357.00	\$1,412,075.00
<b>Total Budget for contract periods</b>					<b>\$2,770,555.00</b>

*Rounded numbers are used.*

**B. Pricing Terms and Conditions:**

1. The above pricing reflects the rate for each successful Transaction and is based on one use/decision per.
2. At least 30 days prior to the effective date of the second full Contract year, the State may select a different tier option than is identified above. If no tier selected, the default will be tier one which is identified here.
3. Monthly fixed fee includes both the monthly fixed fee and the account service fee. It is payable in equal monthly fee installments. The State agrees and acknowledges that the monthly fixed fee and account service fee will be due and payable even when no Transactions are processed during the period.
4. Each Transaction performed above the Total Annual Transactions will be charged at an overage fee of \$6.40 per Transaction between July 1, 2019 and June 30, 2020 and \$6.67/Transaction between July 1, 2020 and June 30, 2021, and shall be billed beginning in the month in which the Total Transactions per period are exceeded.

Searching or viewing the employment data in the CONTRACTOR Data shall not count against the number of Total Transactions.

CONTRACTOR shall notify the STATE within 60 days when the CONTRACTOR believes that the STATE is likely to go over the maximum number of Income Verifications.

- C. Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this Contract in an amount not to exceed **zero dollars (\$0.00)**; provided, that CONTRACTOR will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "Commissioner's Plan", promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference. CONTRACTOR will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE'S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- D. Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR, during the the time limits established in this

Contract, will not exceed Two Million Seven Hundred and Seventy Thousand Five Hundred Fifty Five dollars and no/100 (**\$2,770,555.00**).

**5.2 Payment.**

**A. Invoices.** The STATE will pay the CONTRACTOR thirty (30) days after the CONTRACTOR presents itemized invoices for Services performed and the STATE'S authorized representative accepts the invoiced Services.

Invoices will be submitted timely, in a form prescribed by the STATE. Invoices shall be submitted monthly, within thirty (30) days following the end of the Service period. Invoices are submitted to:

Elizabeth Roe  
DHS – Children and Family Services  
444 Lafayette Road  
St. Paul, MN 55164-0946  
CFS Accountant: Elizabeth Roe

**6. Conditions of Payment.** All Services provided by CONTRACTOR under this Contract must be performed in accordance with the terms of this Contract, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. CONTRACTOR will not receive payment for work that does not meet the terms of this Contract, or for work performed in violation of federal, state or local law, ordinance, rule or regulation.

**7. Authorized Representatives and Responsible Authority.**

**7.1 STATE.** The STATE'S authorized representative is **Elizabeth Roe**, Director of Management Operations, Children and Family Services (651-431-3858; elizabeth.roe@state.mn.us) or his/her successor, who has the responsibility to monitor the CONTRACTOR'S performance and the authority to accept the Services provided under this Contract. If the Services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

**7.2 CONTRACTOR.** The CONTRACTOR'S Authorized Representative is **Mark Delanty** Account Executive, Equifax Government Solutions (314-214-7034; mdelanty@equifax.com) or his/her successor. If the CONTRACTOR'S Authorized Representative changes at any time during this Contract, the CONTRACTOR must immediately notify STATE.

**7.3 Information Privacy and Security.** CONTRACTOR'S responsible authority for the purposes of complying with data privacy and security for this agreement is **Montez Fitzpatrick**, Business Information Security Officer, Equifax – Workforce Solutions, O: (314) 684-2916 | M: (314) 682-9252 | E: montez.fitzpatrick@equifax.com or his/her successor.

**8. Information Privacy and Security.** Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as **EXHIBIT 2**, except that the parties further agree to comply with any mutually agreed-upon amendments to the Data Sharing Agreement.

**9. Intellectual Property Rights.**

**Rights To Service.** CONTRACTOR’S Service and CONTRACTOR Data, including all rights thereto, are proprietary to CONTRACTOR.

**10. Workers' Compensation and Other Insurance.**

**10.1 Workers' Compensation.** The CONTRACTOR certifies that, if applicable, it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers’ compensation insurance coverage.

If CONTRACTOR is required to comply with the above statute, CONTRACTOR must provide STATE with evidence of compliance, in the form of a Certificate of Insurance. The CONTRACTOR’S employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE’S obligation or responsibility.

**10.2 Other Insurance.** CONTRACTOR certifies that it is in compliance with the following insurance requirements:

a. General Liability Insurance

i. Minimum Limits of Liability:

- \$1,000,000-Per Occurrence
- \$2,000,000 - General Aggregate
- \$2,000,000 - General Aggregate applying to Products/Completed Operations

ii. Coverages:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products/Completed Operations
- State of Minnesota named as Additional Insured

b. Professional Liability

i. Minimum Limits of Liability:

- \$2,000,000 Annual Aggregate

ii. Any deductibles shall be the sole responsibility of CONTRACTOR;

- iii. The retroactive or prior acts date of coverage shall not be after the Effective Date of this Contract; and
- iv. CONTRACTOR shall maintain such insurance for a period of two years following completion of the work under this Contract.

c. Additional Insurance Conditions

- i. The CONTRACTOR'S insurance coverage shall be primary insurance to any other valid and collectible insurance available to the STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract.
- ii. By including this clause, which triggers the 30 days notice of cancellation provision pursuant to CONTRACTOR's insurance policy, CONTRACTOR shall endeavor to provide thirty days prior written notice of cancellation of the above policies.
- iii. CONTRACTOR shall be responsible for payment of Contract related insurance premiums and deductibles.
- iv. CONTRACTOR shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A-; financial size category VIII or better and authorized to do business in the State of Minnesota.
- v. An Umbrella or Excess Liability insurance policy may be used to supplement CONTRACTOR'S policy limits to satisfy the full policy limits required by this Contract.

**11. Indemnification and Limitation of Liability.**

**11.1** The CONTRACTOR shall indemnify, protect, save and hold harmless the STATE, contract users, its representatives and employees from any and all third party claims, including all reasonable legal fees incurred by the STATE arising from the breach of the Contract by the CONTRACTOR or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have with the STATE's failure to fulfill its obligations pursuant to the Contract.

**11.2** The STATE agrees that the CONTRACTOR, its principals, members and employees shall not be liable to the STATE for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of Two Million dollars (\$2,000,000) or the fees paid to CONTRACTOR by the STATE during the twelve (12) month period preceding the claim, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to the CONTRACTOR'S obligation to indemnify, and hold the STATE harmless against intellectual property infringement claims. This indemnification does

not include liabilities caused by the STATE's gross negligence or intentional wrong doing of the STATE.

- 11.3** Nothing in this Contract shall be construed to imply that the STATE assumes any liability for the Counties' or Tribes' misuse of the Contractor Data (as that term is defined in Exhibit 2) or to bar any legal remedies the CONTRACTOR may have with the Counties' or Tribes' for such misuse.

**12. Human Rights Compliance**

- 12.1 Affirmative Action requirements for CONTRACTORS with more than 40 full-time employees and contract in excess of \$100,000.** (If this Contract, including all amendments, does not exceed \$100,000, this provision does not apply). If the Contract exceeds \$100,000 and the CONTRACTOR employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600.

A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 12.2 Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- 12.3 Minn. R. parts 5000.3400-5000.3600.**

**(a) General.** Minn. R. parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a CONTRACTOR'S compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

**(b) Disabled Workers.** The CONTRACTOR must comply with the following affirmative action requirements for disabled workers:

- (1) The CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (2) The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (3) In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices required by applicable law. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (5) The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. §363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (c) **Consequences.** The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the STATE.
- (d) **Certification.** The CONTRACTOR hereby certifies that it is, in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

#### 12.4 Equal Pay Certificate.

- (a) **Scope.** Pursuant to Minnesota Statutes, section 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of

\$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

- (b) **Consequences.** If CONTRACTOR fails to obtain an equal pay certificate as required by Minnesota Statutes, section 363A.44 or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this Contract on behalf of the State, and this Contract may be immediately terminated by STATE upon notice that the MDHR has suspended or revoked CONTRACTOR's equal pay certificate.
- (c) **Certification.** The CONTRACTOR hereby certifies that it has a current equal pay certificate required by applicable law, that it is in compliance with the laws identified in Minnesota Statutes, section 363A.44, and is aware of the consequences for noncompliance.

**13. Publicity and Endorsement.**

**13.1 Publicity.** Any publicity regarding the subject matter of this Contract must identify the STATE as the sponsoring agency and must not be released without prior written approval from the STATE'S authorized representative. For purposes of this provision, publicity includes, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others or any subcontractors, with respect to the program, publications, or Services provided resulting from this Contract.

**13.2 Endorsement.** The CONTRACTOR must not claim that the STATE endorses its products or Services.

**14. Voter Registration Requirement.** CONTRACTOR certifies that it is not a not-for-profit business or governmental agency; and that it is not subject to Minn. Stat. § 201.162 by providing voter registration services for CONTRACTOR'S employees and for the public served by the CONTRACTOR.

**15. Audit Requirements and CONTRACTOR Debarment Information.**

- 15.1 State Audits.** Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the CONTRACTOR and its employees, agents, or subcontractors relevant to this Contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years.
- 15.2 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200. If applicable, CONTRACTOR certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200. Failure to comply with these requirements could result in forfeiture of federal funds.
- 15.3 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.** CONTRACTOR certifies, that neither it nor its principals is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. CONTRACTOR'S certification is a material representation upon which the contract award was based. CONTRACTOR shall provide prompt written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- 15.4 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under this Contract, therefore CONTRACTOR certifies that, it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. CONTRACTOR'S certification is a material representation upon which the contract award was based.
- 16. Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the CONTRACTOR consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. This Contract will not be approved unless these numbers are provided.
- 17. Prohibition on Weapons.** CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing Services within the scope of this Contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this Contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of this Contract.

- 18. Severability.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
- 19. Cancellation or Termination.**
- 19.1 Cancellation.** This Contract may be canceled by the STATE, CONTRACTOR, or the Minnesota Commissioner of Administration at any time, with or without cause, upon thirty (30) days written notice. In the event of such a cancellation, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.
- 19.2 Insufficient Funding.** Notwithstanding clause 19.1, the STATE may terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Services covered here. Termination will be by written or fax notice to the CONTRACTOR. The STATE is not obligated to pay for any Services that are provided after the effective date of termination stated in such notice.
- However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- The STATE must provide the CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.
- 19.3 Breach.** Notwithstanding clause 19.1, upon STATE's knowledge of a curable material breach of this Contract by CONTRACTOR, STATE shall provide CONTRACTOR written notice of the breach and ten (10) days to cure the breach. If CONTRACTOR does not cure the breach within the time allowed, STATE may cancel this Contract immediately thereafter. If CONTRACTOR has breached a material term of this Contract and cure is not possible, STATE may immediately terminate this Contract.
- 20. Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Contract, and amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 21. Assignment, Amendments, Waiver, and Contract Complete.**
- 21.1 Subcontract and Assignment.** Neither party may subcontract, assign or transfer any rights or obligations under this Contract without the prior consent of the other party and a fully executed Agreement, approved by the same parties who executed and approved this Contract, or their successors in office.

**21.2 Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Contract, or their successors in office.

**21.3 Waiver.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the non-failing party's right to enforce it.

**21.4 Contract Complete.** This Contract contains all negotiations and agreements between the STATE and the CONTRACTOR. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**22. Other Provisions.**

**22.1 Participation Agreement Required.**

In order to use the Services under this Contract, Counties and Tribes listed on Exhibit 1 of this Contract must sign a Participation Agreement, substantially in the form of Attachment 1 to Exhibit 1 attached to the Contract. Executed Participation Agreements shall be returned to and maintained by the STATE.

- A. During the first 30-days after the execution of this Contract, the Services under this Contract will be available for use, subject to the July 1, 2019 - June 30, 2020 Compensation provisions in Section 5 of this Contract, to Counties and Tribes listed on Exhibit 1, without a Participation Agreement pending the return of an executed Participation Agreement. If a County or Tribe does not return an executed Participation Agreement to the STATE within that time period, access to the Services under this Contract will thereafter be denied to such County or Tribe.
- B. If, at a date after the first 30 days of this Contract, a County or Tribe executes a Participation Agreement pursuant to this Contract, it will receive access to the Services under this Contract. Participation Agreements executed or contemplated at a later date will not be covered by the 30-day access provision referred to in section 22.1.B.
- C. For purposes of the Contract, all references to STATE shall include each Participating County and Participating Tribe, as applicable.

**22.2 Criminal Background Check Required.**

- A. CONTRACTOR performs background checks at the time of hire, and performs an additional background check (criminal check) in the following circumstances:
  - Every five (5) years for employees.
  - When a worker is applying for certain roles or work contracts other than the role for which the background check was performed, such as someone

moving from an assignment where no access to sensitive data was required to an assignment where access to sensitive data is required.

**22.3 E-Verify Certification (In accordance with Minn. Stat. §16C.075).** CONTRACTOR certifies that as of the the Effective Date of this Contract, CONTRACTOR and all its subcontractors performing Services under this Contract will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. If applicable, CONTRACTOR is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc> If applicable, all subcontractor certifications must be kept on file with CONTRACTOR.

**22.4 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** CONTRACTOR certifies it does not engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**SIGNATURE PAGE AND EXHIBITS FOLLOW.**

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

DocuSigned by:  
By: Matthew Dayton  
175A8EC4AAA3435...  
Date: 7/22/2019

Purchase Order No: 3000071188

2. CONTRACTOR

CONTRACTOR certifies that the appropriate person(s) have executed Contract on behalf of the CONTRACTOR as required by applicable articles, by-laws resolutions or ordinances.

DocuSigned by:  
By: Ellen Stanko  
2D35D80672B149F...  
Title: Vice President  
Date: 7/24/2019

3. STATE AGENCY

DocuSigned by:  
By: Meki Farago  
609ECAC1219C4D3...  
Title: Assistant Commissioner  
Date: 7/25/2019

4. DEPARTMENT OF ADMINISTRATION

DocuSigned by:  
By: Andy Doran  
87282DFDE0F6496...  
Date: 7/26/2019

**Distribution (One fully executed original contract each):**

Dept. of Administration  
Contracting, Procurement & Legal Compliance  
Division  
Agency  
CONTRACTOR

## EXHIBIT 1 PARTICIPATING COUNTIES AND PARTICIPATING TRIBES

TRIBE			
Aitkin County	Freeborn County	(d.b.a. Fairbault Martin Human Services)	Rock County (d.b.a. Southwest Health and Human Services)
Anoka County	Goodhue County	McLeod County	Roseau County
Becker County	Grant County	Meeker County	Saint Louis County
Beltrami County	Hennepin County	Mille Lacs County	Scott County
Benton County	Houston County	Morrison County	Sherburne County
Big Stone County	Hubbard County	Mower County	Sibley County
Blue Earth County	Isanti County	Murray County (d.b.a. Southwest Health and Human Services)	Stearns County
Brown County	Itasca County	Nicollet County	Steele County (d.b.a. MN Prairie Human Services)
Carlton County	Jackson County (d.b.a. Des Moines Valley Health and Human Services)	Nobles County	Stevens County
Carver County	Kanabec County	Norman County	Swift County
Cass County	Kandiyohi County	Olmsted County	Todd County
Chippewa County	Kittson County	Otter Tail County	Traverse County
Chisago County	Koochiching County	Pennington County	Wabasha County
Clay County	Lac qui Parle County	Pine County	Wadena County
Clearwater County	Lake County	Pipestone County (d.b.a. Southwest Health and Human Services)	Waseca County (d.b.a. MN Prairie Human Services)
Cook County	Lake of the Woods County	Polk County	Washington County
Cottonwood County (d.b.a. Des Moines Valley Health and Human Services)	Le Sueur County	Pope County	Watsonwan County
Crow Wing County	Lincoln County (d.b.a. Southwest Health and Human Services)	Ramsey County	Wilkin County
Dakota County	Lyon County (d.b.a. Southwest Health and Human Services)	Red Lake County	Winona County
Dodge County (d.b.a. MN Prairie Human Services)	Mahnomen County	Redwood County (d.b.a. Southwest Health and Human Services)	Wright County
Douglas County	Marshall County	Renville County	Yellow Medicine County
Faribault County (d.b.a. Fairbault Martin Human Services)	Martin County	Rice County	
Fillmore County			

### PARTICIPATING TRIBE

Bois Forte Band of Chippewa
Fond du Lac Band of Lake Superior Chippewa
Grand Portage Band of Chippewa Indians
each Lake Band of Ojibwe

Lower Sioux Indian Community
Mille Lacs Band of Ojibwe
Prairie Island Indian Community
Red Lake Band of Chippewa Indians

Shakopee Mdewakanton Sioux (Dakota) Community

Upper Sioux Community

White Earth Reservation

## ATTACHMENT 1 TO EXHIBIT 1 - PARTICIPATION AGREEMENT

{Enter County Name} (“**Participating County or Participating Tribe**”) and TALX Corporation (“**CONTRACTOR**”) agree that Participating County or **Participating** Tribe shall receive Services under the provisions of the Services Procurement Contract dated \_\_\_\_\_, by and between CONTRACTOR and the State of Minnesota, (the “**Contract**”) which provisions are incorporated herein by reference.

**Effective Date:**

**Participating County or Participating Tribe Information:**

Location ID:	
Location Name:	
Main Contact:	
Main Contact Email Address	
Main Contact Phone Number:	
Main Contact Fax Number:	
Main Contact Address:	
Main Contact City:	
Main Contact State:	
Main Contact Zip:	
Billing Contact Email Address:	
Billing Contact Phone Number:	
Billing Contact Fax Number:	
Billing Contact Address:	
Billing Contact City:	
Billing Contact State:	
Billing Contact Zip:	

By signing below, Participating County or Participating Tribe agrees to the terms and conditions of the Contract. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

**Agreed:**

**Participating County or Participating Tribe**

**TALX Corporation**

By \_\_\_\_\_  
(signature):

By \_\_\_\_\_  
(signature):

Name \_\_\_\_\_  
(print):

Name \_\_\_\_\_  
(print):

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 2 – DATA SHARING AGREEMENT TERMS AND CONDITIONS

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This EXHIBIT 2 sets forth the terms and conditions in which (i) STATE will share Protected Information with and permit CONTRACTOR to use or disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other applicable laws, and (ii) CONTRACTOR will provide CONTRACTOR Data and permit STATE to use CONTRACTOR Data that the parties are legally required to safeguard pursuant to the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts.

Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Contract, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Contract. If any other law or legal process requires Recipient to disclose Confidential Information, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Contract, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations above, with respect to (i) Confidential Information that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Contract for so long as such Confidential Information remains a trade secret under applicable law; and (ii) all other Confidential Information, will survive the termination of this Contract for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

The parties agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other state and federal laws that apply to the Protected Information.

General Description of Protected Information That Will Be Shared: Personal and confidential data of public assistance recipients and applicants to verify employment and income data.

Purpose for Sharing Protected Information and Expected Outcomes: Income verification of public assistance program recipients and applicants using payroll data furnished to CONTRACTOR by employers to determine benefit of services, and fraud prevention.

STATE is permitted to share the Protected Information with CONTRACTOR pursuant to Legal Authority:

CONTRACTOR is required to protect Protected Information, including social security numbers, as required by the Fair Credit Reporting Act 15 U.S.C. 1681;

Minn. Stat. § 13.46, subd. 2(a)(5) permits DHS to release private data on individuals to personnel of the

welfare system who require the data to verify an individual's identity; determine eligibility; amount of assistance; and the need to provide services to an individual or family across programs; and evaluate the effectiveness of programs; and

Minn. Stat. § 13.46, subd. 2(a)(6) permits DHS to release private data on individuals to administer federal funds or programs.

This EXHIBIT 2 neither creates a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the Protected Government Data, the party will comply with Section 17 of this EXHIBIT 2.

The parties therefore agree as follows:

#### DEFINITIONS

- A. "Agent" means CONTRACTOR'S employees, contractors, subcontractors, and other non-employees and representatives, to the extent applicable.
- B. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 2.1 of this EXHIBIT 2.
- C. "Breach" means a Security Incident or a Privacy Incident (as defined below).
- D. "Contract" means this Contract between STATE and CONTRACTOR.
- E. "CONTRACTOR Data" means the employment and income data furnished to CONTRACTOR by CONTRACTOR'S employer clients;
- F. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information ,
- G. "Data Subject" means the person who is the subject of Protected Information.
- H. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this EXHIBIT 2, that compromises the security, confidentiality or integrity of Protected Information.
- I. "Protected Information" means any information that is required by CONTRACTOR to perform Services under the Contract, which is protected by federal or state laws, statutes, regulations or standards, including those listed in this EXHIBIT 2.
- J. "Security Incident" means the unauthorized use or the interference with system operations in an information management system or application that compromises the security, confidentiality or integrity of Protected Information not otherwise permitted by law. Security Incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on

attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.

- K. "Use" or "Used" means any activity by the parties during the duration of the Contract involving Protected Information including its creation, collection, access, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- L. "User" means an agent of either party, who has been authorized to use Protected Information.

### 1. INFORMATION EXCHANGED

- 1.1 This **EXHIBIT 2** governs the Protected Information and CONTRACTOR Data that will be exchanged pursuant to CONTRACTOR performing the services described in the Contract under section 2 CONTRACTOR'S Duties and section 3 STATE's duties. The Protected Information exchanged under the Contract will include personal and private information (Social Security Number) of public assistance applicants and recipients.
- 1.2 The Protected Information exchanged under the Contract is provided to CONTRACTOR in order for CONTRACTOR to match the Protected Information with payroll data furnished to CONTRACTOR by employers as described in section 2 CONTRACTOR'S Duties of this Contract.
- 1.3 STATE is permitted to share the Protected Information with CONTRACTOR pursuant to Minnesota Statutes section 13.46 subd. 1(c); 2(a)(5); and 2(a)(6).

### 2. INFORMATION PRIVACY AND SECURITY

CONTRACTOR and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 as it applies to all Protected Information provided by STATE under the Contract, and as it applies to all Protected Information created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR under the Contract. The civil remedies of Minn. Stat. § 13.08 apply to CONTRACTOR and STATE.

#### 2.1 Compliance with Applicable Safeguards.

- A. **State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable. The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, Use and Disclosure of Protected Information under the Contract.
  - 1. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
  - 2. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
  - 3. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);

4. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
5. U.S. Privacy Act of 1974;
6. Computer Matching Requirements (5 U.S.C. 552a);
7. Social Security Data Disclosure (section 1106 of the Social Security Act);
8. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
9. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260);
10. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4); and
11. Fair Credit Reporting Act 15 U.S.C. 1681.

**B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties may agree to mutually amend the Contract and this EXHIBIT 2 from time to time as may be necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## 2.2 CONTRACTOR Responsibilities.

### A. Use Limitation.

1. **Restrictions on use of Protected Information.** Except as otherwise authorized in the Contract or this EXHIBIT 2, CONTRACTOR may only use or disclose Protected Information as necessary to provide the services to STATE as described in the Contract, or as otherwise required by law, provided that CONTRACTOR'S Use or Disclosure of Protected Information, if performed by STATE, would not violate other state and federal statutes or regulations that apply to the Protected Information.

**B. Privacy Rights.** CONTRACTOR shall ensure that it does not unlawfully restrict the ability of individuals to exercise their rights regarding protected information, including but not limited to the following:

1. **Complaints.** CONTRACTOR shall work cooperatively with STATE to resolve complaints received from a Data Subject; from an authorized representative; or from a state, federal, or other oversight agency.
2. **Amendments Requested by Data Subject.** Within ten (10) business days of receipt thereof, CONTRACTOR must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, subd. 4.

### C. Background Review and Reasonable Assurances Required of Agents.

1. **Criminal Background Check Required.** As permitted by law, CONTRACTOR conducts county, statewide and federal criminal searches on employees at the time of hire, for convictions within the past seven years; and periodically or as deemed

appropriate and relevant by CONTRACTOR, at least every five years. Upon request by the STATE, CONTRACTOR will verify in writing its compliance with the foregoing, but in no event will CONTRACTOR disclose any screening results or reports to the STATE.

2. **Reasonable Assurances.** CONTRACTOR represents that, before its Agents are allowed to use or disclose Protected Information, CONTRACTOR has conducted and documented a background review of its Agents sufficient to provide CONTRACTOR with reasonable assurances that the Agent will enable CONTRACTOR to comply with the terms of the Contract, this EXHIBIT 2, and Applicable Safeguards.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. **Privacy and Security Policies.** CONTRACTOR shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
2. **Electronic Protected Information.** CONTRACTOR shall implement and maintain appropriate safeguards with respect to electronic Protected Information, to prevent the unauthorized Use or Disclosure thereof.
  - a. **Enhanced controls and measures.** CONTRACTOR shall implement and maintain enhanced controls for restricting and governing access to Protected Information; and employ measures to increase security and further enhance CONTRACTOR'S ability to detect and respond to malicious activity.
3. **Minimum Necessary Access to Protected Information.** CONTRACTOR shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity pursuant to all applicable laws.
4. **Training.** CONTRACTOR shall require that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Exhibit 2.

**E. Responding to Breaches.** CONTRACTOR will comply with this Section for all protected information shared under the Contract. Additional obligations for specific kinds of protected information shared under the Contract are addressed in Section 2.2(F).

1. **Mitigation of harmful effects.** Upon discovery of any actual Breach, CONTRACTOR will take reasonable measures to mitigate, to the extent practicable, any harmful effect of the Breach. Mitigation may include, but is not limited to, providing credit monitoring to Data Subjects affected by such Breach if misuse of the information compromised could reasonably be expected to be detected by such monitoring.
2. **Investigation.** Upon discovery of any actual or suspected or Breach, CONTRACTOR will investigate to (1) determine the root cause of the Breach or suspected Breach,

(2) identify Data Subjects affected, if any, (3) determine the specific protected information impacted, if any, and (4) comply with notification and reporting provisions of the Contract, this EXHIBIT 2, and applicable law.

3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, or Breach, CONTRACTOR will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
4. **Notification to Data Subjects and others; costs incurred.**
  - a. **Protected Information.** CONTRACTOR will determine whether notice to external parties regarding any Breach is required by law. If such notice is required, CONTRACTOR will comply with CONTRACTOR'S obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. § 13.05 and 13.055.
  - b. **Failure to notify.** If CONTRACTOR fails to notify external parties, as required by law, then CONTRACTOR will reimburse STATE for any actual, direct, and verifiable damages STATE incurs as the sole and direct result of CONTRACTOR'S failure to provide such notification, subject to any limitations of liability specified in this Contract.
5. **Obligation to report to STATE.** Upon discovery of a Breach, CONTRACTOR will report to STATE in writing as specified in Section 2.2(F).
  - a. **Communication with authorized representative.** CONTRACTOR will send agreed upon written reports to, and communicate and coordinate as necessary with, STATE's authorized representative.
  - b. **Cooperation of response.** CONTRACTOR will reasonably cooperate with requests received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Breach.
  - c. **Information to respond to inquiries about an investigation.** CONTRACTOR will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, make good faith and best efforts to provide STATE with reports or information requested by STATE related to an investigation of a Breach to the extent the same is available and able to be released.
6. **Documentation.** CONTRACTOR will document actions taken under paragraphs 1 through 5 of this Section E, and provide approved documentation to STATE upon request.

**F. Reporting Breaches.** CONTRACTOR will comply with the reporting obligations of this Section as they apply to the kind of protected information involved. CONTRACTOR will also comply with Section 2.2(E) above in responding to any Breach.

1. CONTRACTOR will report all Breaches to STATE.

a. **Initial report.** CONTRACTOR will report all Breaches to STATE, in writing, within five (5) days of discovery. If CONTRACTOR is unable to complete its investigation of, and response to, a Breach within five (5) days of discovery, then CONTRACTOR will provide STATE with all information under Section 2.2(E)(1)-(4), of this EXHIBIT 2 that are available to CONTRACTOR at the time of the initial report. Notwithstanding anything to the contrary, notification may be delayed subject to law enforcement directives.

b. **Final report.** CONTRACTOR will, upon completion of its investigation of and response to a Breach, or upon STATE's request in accordance with Section 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under Section 2.2(E)(1)-(4), of this EXHIBIT 2.

**G. Security Assessments, and Remediation.** STATE may conduct an onsite security assessment ("Assessment") in order to examine CONTRACTOR'S performance of this Agreement. An Assessment will be defined as STATE having the right to, a) review policies and standards; b) review high level network and infrastructure diagrams; c) review the executive summary of third party audit reports; d) participate in a "Question and Answer" session with subject matter experts; e) conduct site tour (site tour will not include access to the raised floor area of the datacenter); f) other items as may be approved by Equifax Security. An Assessment will be conducted (i) during regular business hours, (ii) at STATE's sole expense, (iii) no more frequently than once per calendar year with an additional Assessment in the event of a Breach, (iv) on a mutually agreed upon date but no less than thirty (30) days advance notice, and (v) subject to CONTRACTOR'S security policies over its facilities and systems. STATE and its auditors will not be given access to any CONTRACTOR'S systems for auditing purposes. The right to conduct an Assessment does not allow STATE to perform security testing, vulnerability assessment, or penetration testing against CONTRACTOR. As an alternative to allowing STATE, their clients, or their auditors to perform their own scans, CONTRACTOR will hire an independent nationally recognized third party to perform an ethical hack/penetration test annually. Upon STATE's request, CONTRACTOR will share the executive summary results with STATE.

CONTRACTOR will not be required to provide access to the proprietary data of CONTRACTOR or its other clients. STATE shall keep all information learned or exchanged during an Assessment confidential, subject to applicable law. The parties agree that the scope of this paragraph is limited to security assessments, and is therefore distinct from Clause 15.1 "State Audits". Therefore, nothing in this paragraph shall restrict STATE's rights under Clause 15.1 "State Audits" of the Original Contract.

1. CONTRACTOR represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this EXHIBIT 2, including, as applicable, all data centers and cloud computing or hosting services under contract with CONTRACTOR. CONTRACTOR will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this EXHIBIT 2.
2. CONTRACTOR agrees to make its internal practices, books, and records related to the cost of Services provided under the Contract available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial audit, or to determine CONTRACTOR'S or STATE's compliance with accounting standards.
3. CONTRACTOR will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

**H. Documentation Required.**

Any documentation required by the audit provisions of the Contract or this EXHIBIT 2, or by applicable laws, must be securely maintained and retained by CONTRACTOR for a period of six years from the date of expiration or termination of the Contract, provided that CONTRACTOR shall only be required to maintain such records for six (6) years following the individual creation of such records by CONTRACTOR, or longer if required by applicable law, after which the documentation may be disposed of consistent with CONTRACTOR'S document retention policies.

**I. Requests for Disclosure of Protected Information.**

If CONTRACTOR or one of its Agents receives a request to disclose Protected Information, CONTRACTOR shall inform STATE of the request and coordinate the appropriate response with STATE. If CONTRACTOR discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract and shall be produced upon demand by STATE.

**J. Conflicting Provisions.**

To extent that the parties determine, following consultation, that the terms of the Contract or this EXHIBIT 2 are less stringent than the Applicable Safeguards, CONTRACTOR must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, CONTRACTOR must comply with the most stringent Applicable Safeguard.

**2.3 Security**

**A. Electronic Transmission.**

The parties agree to encrypt electronically transmitted Protected Information in a manner

that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.

**B. Portable Media and Devices.**

The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

**2.4 STATE Responsibilities Regarding Protected Information**

- A. STATE shall disclose Protected Information only as authorized by law to CONTRACTOR for its Use or Disclosure.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with CONTRACTOR.
- C. STATE shall notify CONTRACTOR of any limitations that apply to STATE's Use and Disclosure of Protected Information that would also limit the Use or Disclosure of Protected Information by CONTRACTOR.
- D. STATE shall refrain from requesting CONTRACTOR to Use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

**2.5 STATE Responsibilities Regarding CONTRACTOR Data**

This section 2.5 applies to any means through which the STATE or Participating County or Tribe orders or accesses the CONTRACTOR'S Service (Service) including, without limitation, system-to-system, personal computer, or the Internet. If the STATE or Participating County or Tribe orders or accesses the Service via the Internet, the STATE or Participating County or Tribe shall fully comply with CONTRACTOR'S connectivity security requirements specified in 2.5.B. below.

- A. For the purposes of this Section 2.5, the term "Authorized User" means a STATE or Participating County or Tribal employee or CONTRACTOR approved Service Provider, that the STATE or Participating County or Tribe has authorized to order or access the Service and who is trained on the STATE's obligations under this Agreement with respect to the ordering and use of the Service, and the CONTRACTOR Data provided through the same, including the STATE's FCRA and other obligations with respect to the access and the use of CONTRACTOR Data. The STATE will, with respect to handling any CONTRACTOR Data provided through the Service:
  - 1. Ensure that only Authorized Users can order or have access to the Services;
  - 2. Ensure that Authorized Users do not order CONTRACTOR Data for personal reasons or provide CONTRACTOR Data to any third-party except as permitted by this Agreement;

3. Inform Authorized Users that unauthorized access to CONTRACTOR Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment;
4. Ensure that all devices used to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other security procedures and controls which are standard practice in the data protection industry ("Industry Standard Practices"), for example compliance with ISO 27001 standards;
5. Take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the user names, and any passwords to those individuals with a need to know, and (ii) requiring that user names and passwords be unique to each person, and may not be shared.;
6. Change the passwords at least every ninety (90) days or sooner if the STATE or Participating County or Tribe suspects an unauthorized person has learned the password; and perform at a minimum, quarterly entitlement reviews to recertify and validate Authorized User's access privileges and disable the account of any user who is no longer responsible for accessing the Service,
7. Adhere to all security features in the software and hardware the STATE or Participating County or Tribe uses to order or access the Service, including the use of IP restriction,
8. Implement secure authentication practices when providing user names and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. In no event access the Service via any unregistered wireless hand-held communication device, that have not gone through the STATE's or Participating County's or Tribe's device enrollment, access, and authentication process. Such process shall be reviewed and approved by CONTRACTOR prior to allowing access to Services via any hand-held communication device,
10. Not use non-agency owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including, but not limited to, laptops, zip drives, tapes, disks, CDs, and DVDs) to store CONTRACTOR Data, which must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose, in either case, Industry Standard Practices for the type of CONTRACTOR Data received from CONTRACTOR must be employed;

11. If the STATE sends, transfers, or ships any CONTRACTOR Data, the STATE shall encrypt the CONTRACTOR Data using the following minimum standards which standards may be modified upon notice by CONTRACTOR: Advanced Encryption Standard (AES), encrypted algorithms;
12. Not ship hardware or software between the STATE's locations or to third parties without deleting all CONTRACTOR Confidential Information, user names, user passwords, and any consumer information, or CONTRACTOR Data;
13. Monitor compliance with the obligations of this Section 2.5, and immediately notify CONTRACTOR if the STATE suspects or knows of any unauthorized access or attempt to access the Service and/or CONTRACTOR Data obtained from the Service, including, without limitation, a review of each CONTRACTOR invoice for the purpose of detecting any unauthorized activity;
14. If, subject to the terms of this Exhibit 2, the STATE uses a Service Provider to establish access to the Service, be responsible for Service Provider's use of the , user names, , or passwords, and the STATE will ensure that the Service Provider safeguards the usernames and passwords through the use of security requirements that are no less stringent than those applicable to the STATE under this Section 2.5; and
15. Use Industry Standard Practices to ensure CONTRACTOR Data security when disposing of any CONTRACTOR Data or record obtained from CONTRACTOR. Such efforts must include the use of those procedures or requirements issued by the federal regulatory agency charged with oversight of the STATE's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

**B.** The STATE will, with respect to the STATE's network security:

1. Use Industry Standard Practices to protect CONTRACTOR Data when stored on servers, subject to the following requirements: (i) servers storing CONTRACTOR Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) CONTRACTOR Data must be protected through multiple layers of network security, including, but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS); (iii) access (both physical and network) to systems storing CONTRACTOR Data, must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available.
2. Not allow CONTRACTOR Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices.

3. Use Industry Standard Practices to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by CONTRACTOR.
4. Provide immediate notification to CONTRACTOR of any change in address or office location and are subject to an onsite visit of the new location by CONTRACTOR or its designated representative, as may reasonably be necessary, and
5. In the event the STATE or Participating County or Tribe has a State Security Incident involving CONTRACTOR Data, the STATE or Participating County or Tribe will fully cooperate with CONTRACTOR in a security assessment process and promptly remediate any finding. For purposes of this Section "**State Security Incident**" means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Services or CONTRACTOR Data.

C. A Cloud Service provider ("CSP") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). The STATE or Participating County or Tribe may use a CSP to process, transmit, or store CONTRACTOR Data, subject to the following conditions: (i) the STATE or Participating County or Tribe obtains CONTRACTOR's written permission in accordance with Section 3.K above, and (ii) the STATE or Participating County or Tribe certifies that the STATE or Participating County or Tribe will, and will contractually obligate its CSP to, follow CONTRACTOR minimum requirements for cloud computing and storage, including, but not limited to:

- (a) CONTRACTOR Data at rest encryption of at least AES-256 shall be used where CONTRACTOR Data is stored.
- (b) An inventory shall be kept of all CONTRACTOR Data within the cloud environment.
- (c) CONTRACTOR Data shall be logically and/or physically separated in multi-tenant environments in accordance industry standards.
- (d) Utilization of secure data destruction techniques shall be used to destroy CONTRACTOR Data in accordance with industry standards.
- (e) Assets that are no longer needed for legal or other retention purposes shall be destroyed in accordance with industry standard.
- (f) Incident handling and forensic support shall be provided in the event of an investigation or Security Incident.
- (g) Cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards.
- (h) Information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance.
- (i) the STATE or the STATE's application environment shall be certified by an independent third party (i.e. SOC 2 Type 2, PCI/ISO 27001/NIST).

- (j) Third parties providing support services to the the STATE or the STATE's CSP shall not have access to CONTRACTOR Data without prior consent of CONTRACTOR.
- (k) the STATE shall manage all encryption keys within the the STATE's CSP.

D. If CONTRACTOR reasonably believes that the STATE has violated this Section 2.5, CONTRACTOR may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to STATE, and at CONTRACTOR'S sole expense, conduct, or have a third party conduct on its behalf, an audit of the STATE's network security systems, facilities, security practices and procedures to the extent CONTRACTOR reasonably deems necessary, including an on-site inspection, to evaluate the STATE's compliance with the data security requirements of this Section E.

## 2.6 Obligation of CONTRACTOR upon Expiration or Cancellation of the Contract.

Upon expiration or termination of the Contract for any reason:

- A. CONTRACTOR shall promptly destroy or sanitize (permanently de-identify without the possibility of re-identification) or otherwise render inaccessible all Protected Information that it maintains, provided that CONTRACTOR may retain archival copies of Protected Information to the extent necessitated by applicable legal requirements, including those related to the Fair Credit Reporting Act, and for audit and dispute resolution purposes.
- B. CONTRACTOR shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. Except as permitted above, CONTRACTOR and its Agents shall not retain copies of any Protected Information.
- C. CONTRACTOR shall continue to extend the protections of the Contract and this EXHIBIT 2 and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as CONTRACTOR or its Agents maintain the Protected Information.
- D. Upon written request from STATE, CONTRACTOR shall verify in a report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the Protected Information and media were destroyed, sanitized, or securely returned to STATE; and
  - 3. The identity of organization name (if different than CONTRACTOR), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by CONTRACTOR in fulfilling its obligations under this Section will be the sole responsibility of CONTRACTOR.

## 3. INSURANCE REQUIREMENTS

**3.1 Network Security and Privacy Liability Insurance.** CONTRACTOR shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

CONTRACTOR shall maintain insurance to cover claims which may arise from failure of CONTRACTOR'S security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

CONTRACTOR is required to carry the following **minimum** limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

**3.2 Privacy Liability Insurance.** The CONTRACTOR shall maintain insurance to cover claims which may arise from failure of the CONTRACTOR to ensure the security of not public data stored on the STATE's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the CONTRACTOR'S care, custody, and control. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

CONTRACTOR is required to carry the following **minimum** limits:

\$2,000,000 – Per Occurrence

\$2,000,000 – Annual Aggregate.

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## EXHIBIT 3 – OBLIGATIONS OF USERS OF CONSUMER REPORTS

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA<sup>s</sup>

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

### I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

#### A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

#### B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section

603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means.

It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

#### **Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange

Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

## II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

### A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

**Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

## IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.

This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## **V. SPECIAL PROCEDURES FOR EMPLOYMEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

## **VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## **VIII. OBLIGATIONS OF RESELLERS**

### **A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.

Resellers must make reasonable efforts to verify this information before selling the report.

### **B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or

delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

**C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

**IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

**The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.**

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:**

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

### EXHIBIT 4 - VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

#### VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, \_\_\_\_\_ ("Agency"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS"), in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Agency's continued use of EVS services in relation to Vermont consumers, Agency hereby certifies as follows:

Vermont Certification. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order CONTRACTOR Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Minnesota Department of Human  
Agency: Services

DocuSigned by:  
Signed By: Nikki Farago  
609ECAC1219C4D3  
Printed Name and Title: Nikki Farago, Assistant Commissioner for Children and Family Services

Account Number: \_\_\_\_\_

Date: 7/25/2019

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Nikki Farago

Title: Assistant Commissioner, Children and Family Services

Mailing Address: P.O. Box 64244  
Saint Paul, MN 55164-0244

E-Mail Address: Nikki.Farago@state.mn.us

Phone: 651-431-2201 Fax: 651-431-7483

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\*  
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud--Fair Credit Reporting  
RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

**END OF EXHIBITS AND DOCUMENT.**

## ATTACHMENT 1 TO

### EXHIBIT 1 - PARTICIPATION AGREEMENT

{Enter County Name} ("Participating County or Participating Tribe") and TALX Corporation ("CONTRACTOR") agree that Participating County or Participating Tribe shall receive Services under the provisions of the Services Procurement Contract dated \_\_\_\_\_, by and between CONTRACTOR and the State of Minnesota, (the "Contract") which provisions are incorporated herein by reference.

**Effective Date:**

**Participating County or Participating Tribe Information:**

Location ID:	76
Location Name:	Swift County Human Services
Main Contact:	Julie Jahn
Main Contact Email Address:	julie.jahn@co.swift.mn.us
Main Contact Phone Number:	320-843-6302
Main Contact Fax Number:	320-843-4582
Main Contact Address:	410 21 <sup>st</sup> St. So. PO Box 208
Main Contact City:	Benson
Main Contact State:	MN
Main Contact Zip:	56215
Billing Contact Email Address:	gary.jensen@co.swift.mn.us
Billing Contact Phone Number:	320-843-6313
Billing Contact Fax Number:	320-843-4582
Billing Contact Address:	410 21 <sup>st</sup> St. So PO Box 208
Billing Contact City:	Benson
Billing Contact State:	MN
Billing Contact Zip:	56215

By signing below, Participating County or Participating Tribe agrees to the terms and conditions of the Contract. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

**Agreed:**

**Participating County or Participating Tribe**

**TALX Corporation**

By  
(signature): \_\_\_\_\_

Name  
(print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By  
(signature): \_\_\_\_\_

Name  
(print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## 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 resolution to request mediation with DHS and appointing a law firm in joint representation in mediation	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: DHS requires requests for mediation in writing by August 15 <sup>th</sup> .
BACKGROUND/JUSTIFICATION: Swift County passed a resolution on July 2 <sup>nd</sup> , 2019 to recommend PrimeWest as a single plan health plan in Swift County for Families and Children, Minnesota Senior Care Options (MSHO) and Minnesota Senior Care Plus (MSC+). The county has the right to request mediation regarding health plan selection pursuant to Minnesota Statutes §256B.69, subd. 3a (d), which provides:  In the event that a county board or a single entity representing a group of county boards and the commissioner cannot reach agreement regarding: (i) the selection of participating health plans in that county; (ii) contract requirements; or (iii) implementation and enforcement of county requirements including provisions regarding local public health goals, the commissioner shall resolve all disputes after taking into account the recommendations of a three-person mediation panel. The panel shall be composed of one designee of the president of the association of Minnesota counties, one designee of the commissioner of human services, and one person selected jointly by the designee of the commissioner of human services and the designee of the Association of Minnesota Counties. Within a reasonable period of time before the hearing, the panelists must be provided all documents and information relevant to the mediation. The parties to the mediation must be given 30 days' notice of a hearing before the mediation panel.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

### Budget Information

FUNDING:
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### Review/Recommendation

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

**RESOLUTION RETAINING LOCKRIDGE GRINDAL NAUEN PLLP FOR  
LEGAL SERVICES AND AUTHORIZING CHALLENGE TO DEPARTMENT OF  
HUMAN SERVICES CONTRACTING DECISION FOR CERTAIN STATE  
PUBLIC HEALTH CARE PROGRAMS (19-08-33)**

**WHEREAS**, PrimeWest Rural Minnesota Health Care Access Initiative, dba PrimeWest Health (“PrimeWest”), is a joint-powers entity, duly authorized by the Minnesota Department of Health, and to be comprised of twenty-four Minnesota counties—Beltrami County, Big Stone County, Chippewa County, Clearwater County, Cottonwood County, Douglas County, Grant County, Hubbard County, Jackson County, Kandiyohi County, Lac qui Parle County, Lincoln County, Lyon County, McLeod County, Meeker County, Nobles County, Pipestone County, Pope County, Redwood County, Renville County, Stevens County, Swift County, Traverse County, and Yellow Medicine County (“the Counties”); and

**WHEREAS**, Swift County (“the County”) is one of the twenty-four Counties that has agreed to authorize PrimeWest to act on its behalf through a joint powers agreement under Minn. Stat. § 471.59;

**WHEREAS**, the County elected, through PrimeWest, to purchase health care services on behalf of persons within the County eligible for Health Care Services for Families and Children through Prepaid Medical Assistance (MA) and MinnesotaCare, as well as persons eligible for Minnesota Senior Health Options (MSHO)/Minnesota Senior CarePlus (MSC+);

**WHEREAS**, consistent with Minn. Stat. § 256B.69 and Minn. Stat. § 256B.692, the County informed the Department of Human Services that the County had selected PrimeWest to purchase health care services for eligible persons within the County. The County also desired that PrimeWest be selected as the single plan for both MA and MSHO/MSC+ to serve all persons within the County as allowed under federal and state law starting on January 1, 2020;

**WHEREAS**, on or around July 25, 2019, the Department of Human Services notified the County that PrimeWest was not invited to contract to provide services as the single plan for all persons within the County who are eligible to participate in the MA or MSHO/MSC+ programs;

**WHEREAS**, the Department of Human Services has offered no explanation for its decision not to select PrimeWest as the single health plan, and the Department of Human Services has identified no evidence that the Commissioner of Human Services considered contracting with PrimeWest on a single-health plan basis as required by Minn. Stat. § 256B.694;

**WHEREAS**, the County strongly disagrees with the Department of Human Services’ decision not to select PrimeWest as the single health plan for both MA and MSHO/MSC+ in the County as allowed by federal and state law and, to the extent PrimeWest has not been selected as the single health plan both MA and MSHO/MSC+ in the County, the County seeks to pursue all action necessary to challenge the Department of Human Services’ decision;

**WHEREAS**, to the extent the Department of Human Services did not select PrimeWest as the single health plan for both MA and MSHO/MSC+ within the County as allowed by federal and state law, the County wishes to retain Lockridge Grindal Nauen PLLP as outside legal counsel to pursue legal and/or administrative action challenging that decision.

**NOW, THEREFORE BE IT RESOLVED** as follows:

1. The County of Swift (“the County”) retains the law firm of Lockridge Grindal Nauen, PLLP for purposes of challenging any decision by the Department of Human Services not to contract with PrimeWest on a single-health plan basis within the County.

2. The County expressly authorizes Lockridge Grindal Nauen PLLP to communicate with the Department of Human Services on behalf of the County to request and pursue mediation under Minn. Stat. Chapter 256B, to appear on the County’s behalf at any mediation or administrative proceeding, and, if necessary, to pursue litigation on behalf of the County to challenge the Department of Human Services’ decision.

Adopted on a \_\_\_\_ vote by the Swift County Board of County Commissioners the 6<sup>th</sup> day of August 2019.

Swift County Board of Commissioners

\_\_\_\_\_  
Gary Hendrickx Board Chair

ATTEST:

\_\_\_\_\_  
Kelsey Baker  
County Administrator and Clerk of the Board

Fox \_\_\_\_

Hendrickx \_\_\_\_

E. Pederson \_\_\_\_

P. Peterson \_\_\_\_

Rudningen \_\_\_\_



# 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: Accept bid for new squads	
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: My order for 2019 squads was rejected from Ford because they only made a certain number of Squads. I had to wait until the 2020 squads are being made. I recommend the 2020 Chevy Tahoe from Heart Land Chevy in Morris. These squads are larger and a heavier vehicle that . These are also pursuit rated like the Ford interceptor. I also believe that the resale on the Tahoe will be more down the road when it will be time to sell. The difference in the price is \$80. On the bids. Build outs are about the same price. Baker Ford bid is \$37,405. Heartland Chevy is 37,485.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

### Budget Information

FUNDING:
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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

Baker Ford

VIRTIC1DP



CNGP530 VEHICLE ORDER CONFIRMATION 07/09/19 15:48:37  
 ==> 2020 EXPLORER 4-DOOR Dealer: F58515  
 Page: 1 of 2  
 Order No: 8000 Priority: J3 Ord FIN: QE667 Order Type: 5B Price Level: 020  
 Ord Code: 500A Cust/Flt Name: SWIFT CO PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$40615	549 PWR MIRR HTD	\$60
.119" WHEELBASE		55F KEYLESS - 4 FOB	340
E3 ARIZONA BEIGE		60R NOISE SUPPRESS	100
F CLTH BUCKETS/RR	NC	65U INT UPGRADE PKG	390
6 EBONY		.CARPET FLR COV	
500A EQUIP GRP		.SYNC 3	
99W .3.3L HYBRID	NC	66A FRONT HDLMP PKG	895
44B .10-SP MOD HYBRD	NC		
JOB #2 ORDER		TOTAL BASE AND OPTIONS	44420
41H ENG BLK HEATER	90	TOTAL	44420
425 50 STATE EMISS	NC	*THIS IS NOT AN INVOICE*	
43D COURTESY DISABL	25	*TOTAL PRICE EXCLUDES COMP PR	
47A ENGINE IDLE	260		
51R DRV LED SPT LMP	395	* MORE ORDER INFO NEXT PAGE *	
52T T/TOW CLASS III	80	F8=Next	
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu	
F4=Submit	F5=Add to Library	F9=View Trailers	

S006 - MORE DATA IS AVAILABLE. QC09384

V1DP0197 2,6

Att: John

\$ 37,405 plus Tax & License

Thanks Tom

Nolan Ford Sales, Inc.  
 Box 3-  
 Kerki  
 60252



## Configure a New Vehicle: Choose Options



Choose Model    Choose Options    Customer/Other Info    View Summary

### MY CONFIGURATION

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

2020 CHEVROLET TRUCK TAHOE  
- CK15706 - Tahoe: 4WD

PEG: 1FL

Distrib. Entity: FLT Fleet  
Order Type: FBC-Fleet Political  
                  Subdivision

### Options Added and Removed

\* indicates a required field

### RELATED LINKS

- View List of All Options and Their Detailed Descriptions
- US On-Line Order/Reference Guide

### Select Vehicle Options

View Weekly Constraints Report (Retail)

Select	Option Code	Description	MSRP	None
<input type="checkbox"/>	G1E	Siren Red Tintcoat	\$495.00	
<input type="checkbox"/>	G1M	Blue Velvet Metallic	\$0.00	
<input type="checkbox"/>	G1W	Iridescent Pearl Tricoat	\$995.00	
<input type="checkbox"/>	G9K	Satin Steel Metallic	\$0.00	
<input checked="" type="checkbox"/>	GAN	Silver Ice Metallic	\$0.00	
<input type="checkbox"/>	GAZ	Summit White	\$0.00	
<input type="checkbox"/>	GBA	Black	\$0.00	
<input type="checkbox"/>	GJL	Shadow Gray Metallic	\$0.00	
<input type="checkbox"/>	H0K	Cocoa/Dune, Leather-appointed seat trim	\$0.00	
<input checked="" type="checkbox"/>	H0U	Jet Black, Premium Cloth seat trim	\$0.00	
<input type="checkbox"/>	H2G	Jet Black, Vinyl seat trim	\$0.00	
<input type="checkbox"/>	H2T	Cocoa/Dune, Premium Cloth seat trim	\$0.00	
<input type="checkbox"/>	H2U	Jet Black, Leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H2V	Jet Black/Dark Ash, Leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H2X	Jet Black, Perforated leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H2Y	Cocoa/Dune, Perforated leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H4X	Cocoa/Mahogany, Perforated leather-appointed seat trim	\$295.00	
<input type="checkbox"/>	HJ9	Jet Black/Mahogany, Perforated leather-appointed seat trim	\$0.00	
<input checked="" type="checkbox"/>	TB4	Liftgate, rear manual	\$0.00	
<input type="checkbox"/>	TB5	Liftgate, power	\$0.00	
<input type="checkbox"/>	TC2	Liftgate, power, hands free	\$0.00	
<input checked="" type="checkbox"/>	C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00	
<input type="checkbox"/>	C6A	GVWR, 7300 lbs. (3311 kg)	\$0.00	
<input checked="" type="checkbox"/>	L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00	
<input type="checkbox"/>	L86	Engine, 6.2L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00	
<input type="checkbox"/>	MF6	Transmission, 10-speed automatic, electronically controlled	\$0.00	
<input checked="" type="checkbox"/>	MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00	
<input checked="" type="checkbox"/>	FE9	Emissions, Federal requirements	\$0.00	
<input type="checkbox"/>	NE1	Emissions, Connecticut, Delaware, Maine, Maryland,	\$0.00	

\$37,485



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider the HRA's request for the Special Benefit Tax for 2020.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Swift County HRA Board of Commissioners has approved a Special Benefit Tax for 2020 of \$176,000. \$126,000 is for office management and \$50,000 is for the Demolition Fund.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? no	

### Budget Information

FUNDING:
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

**Vicki Syverson**  
*HRA Executive Director*



301 14<sup>th</sup> St N  
P.O. Box 207  
Benson, MN 56215

**Phone** (320) 843-4676  
**Fax** (320) 842-4331

**e-mail:** v.syverson@co.swift.mn.us

July 24, 2019

The Swift County HRA Board of Commissioners approved a levy request of \$176,000.00 for 2020. The HRA is not asking for any increase in agency expenses. The increase is for potential demolition projects throughout Swift County.

The breakdown is as follows:

\$126,000	To offset agency expenses	
\$ 50,000	Demo funds.	
	Benson – has requested three residential and one commercial	\$15,000
	Appleton – would like to make full use of the permit by rule	\$15,000
	Danvers – has requested one residential	\$ 2,500
	Kerkhoven – has requested on commercial	\$ 7,500
	DeGraff- has requested funds for a combination parcel of	
	Commercial and residential	<u>\$ 7,500</u>
	Total	\$ 47,500

A handwritten signature in blue ink that reads "Vicki Syverson".

Vicki Syverson

Director



Resolution 2019-07-22

The Housing and Redevelopment Authority of Swift County, Minnesota  
Resolution Approving the  
Authorization of the Special Benefit Tax  
Pursuant to Minnesota Statutes 469.033, Subd.6

**Whereas**, the Housing and Redevelopment Authority of Swift County, Minnesota ( the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

**Whereas**, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 (formally 462.411-462.711) ("The Act") and

**Whereas**, the HRA desires to levy such a special benefit tax in the amount of \$ 176,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA' s area of operation; and

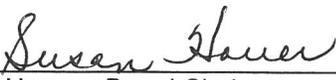
**Whereas**, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

**Whereas**, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

**Now Therefore, be it resolved** that the duly appointed Board of Commissioners of the Housing and Redevelopment Authority of Swift County, Minnesota hereby submits its approved 2020 administrative budget and authorizes a request for a levy of a special benefit tax for taxes payable in 2020 within the Authority's taxing jurisdiction in the amount of \$ 176,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

**Be it further resolved**, that the consent resolution of the Board of Commissioners of Swift County to this special tax be attached to this resolution and made part of it upon approval by the Board of Commissioners of Swift County.

Dated this 22<sup>nd</sup> day of July, 2019

  
\_\_\_\_\_  
Susan Hauer – Board Chairperson

Attest:

  
\_\_\_\_\_  
Victoria Syverson - Executive Director

<b>2020 Swift County HRA Budget</b>	
	<b>Income</b>
\$ 58,000.00	Admin Fees - HUD, DEED, MHFA
\$ 4,000.00	Interest Income
\$ 100.00	Misc Income
\$ 126,000.00	Swift County Levy - HRA portion
<b>\$ 188,100.00</b>	<b>Total</b>
	<b>Expenses</b>
\$ 165,318.00	Salaries + PERA, FICA, SS Cigna, MN Mut, Health Health Savings Acc't.
\$ 5,750.00	Per Diem
\$ 4,000.00	Mileage/cell phone
\$ 100.00	Appreciation
\$ 1,200.00	Postage
\$ 500.00	Advertising
\$ 2,600.00	Accounting
\$ 8,500.00	Audits - agency and work comp
\$ 1,650.00	Supplies
\$ 250.00	Dues
\$ 500.00	Recording Fees
\$ 150.00	Telephone
\$ 2,500.00	Education
\$ 500.00	Travel
\$ 4,500.00	HRA Insurance-MCIT
\$ 100.00	Bank fees
\$ 1,500.00	Computer/Office Maint.
\$ 2,000.00	Software Maintenance
\$ 500.00	Misc.
<b>\$ 202,118.00</b>	<b>Total</b>

**RESOLUTION (19-08-34)**

**APPROVING THE AUTHORIZATION OF THE SPECIAL BENEFIT TAX  
PURSUANT TO MINNESOTA STATUTES 469.033, SUBD.6 FOR  
THE HOUSING AND REDEVELOPMENT AUTHORITY OF SWIFT COUNTY, MN**

Motion by Commissioner

Seconded by Commissioner

**WHEREAS**, the Housing and Redevelopment Authority of Swift County, Minnesota ( the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

**WHEREAS**, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 ( formally 462.411-462.711) (“The Act”) and

**WHEREAS**, the HRA desires to levy such a special benefit tax in the amount of \$176,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA’s area of operation; and

**WHEREAS**, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

**WHEREAS**, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2019 budget and consents to the levy of a special benefit tax for taxes payable in 2019 within the Authority’s taxing jurisdiction in the amount of \$176,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Adopted on a \_\_\_\_ vote by the Swift County Board of County Commissioners the 6<sup>th</sup> day of August 2019.

Swift County Board of Commissioners

\_\_\_\_\_  
Gary Hendrickx, Chairman

ATTEST:

\_\_\_\_\_  
Kelsey Baker  
County Administrator and Clerk of the Board

Fox  
P. Peterson

Hendrickx  
Rudningen

E. Pederson



# Request for Board Action

BOARD MEETING DATE:  
August 6, 2019

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Resolution approving Swift County RDA tax levy request of \$117,000 for 2020.	
AGENDA YOU ARE REQUESTING TIME ON: August 6, 2019	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: RDA Board Members met on July 23, 2019 and approved the RDA 2020 Tax Levy request in the amount of \$117,000. This requested amount represents no change from 2019 and is .00418% on TMV. Attached is Resolution and RDA Preliminary Budget for 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? <a href="#">Click here to enter text.</a>	

### Budget Information

FUNDING: RDA's levy limit is .01813 based on its enabling resolutuion in 1995 and outside county limits.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS:	RECOMMENDATIONS:
COMMENTS:	COMMENTS:

RESOLUTION  
REQUESTING THE SPECIAL BENEFIT TAX FOR 2020  
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY

Motion by Member Tom Walsh

Seconded by Member Rick Molenaar

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$117,000., within the RDA's area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Members of the Swift County Rural Development Authority, hereby requests the the levy of a special benefit tax for taxes payable in 2020 within the Authority's taxing jurisdiction in the amount of \$117,000. This represents no change over the current levy amount of \$117,000.

Adopted on a 7-0 vote (2 members absent) by the Swift County RDA Board Members on the 23rd day of July 2019.

Swift County RDA Board Officer

Terv-1 Q:>a.n-c+-1    Secr-ctar:J { 1)-

rAJurCr

Name,    Position    |

J

ATTEST:

  
\_\_\_\_\_  
Jennifer Frost, Executive Director

<b>Swift County RDA</b>	<b>2020</b>
	<b>Darft v1</b>
<b>INCOME</b>	
Interest Income Financial Inst	<b>500</b>
Other Income	3,000
Shared Income CVEC	
Shared Income CVEC	
Tax Settlement Levy	117,000
<b>TOTAL INCOME</b>	<b>120,500</b>
<b>EXPENSES</b>	
Ads & Promos	<b>1,000</b>
Bank Charges	<b>100</b>
Board Mtg Expenses	<b>3,000</b>
Business Liability Insurance	<b>2,750</b>
Computer Services	<b>600</b>
Professional Fees	<b>14,000</b>
Employee Related Costs	<b>107,000</b>
Filing Fees	500
Investment Expense	2,475
Miscellaneous	200
Office Supplies & Equipment	1,200
Postage	250
Printing	2,000
Registrations	2,000
Special Projects	<b>7,000</b>
Dues & Subscriptions	2,400
Telephone	1,000
Travel Expense: Board	3,000
Travel Expense: Staff	5,700
<b>TOTAL EXPENSE</b>	<b>156,175</b>
<b>Estimated Beginning Balance*</b>	<b>143,000</b>
Income	<b>120,500</b>
Expenses	<b>156,175</b>
<b>Ending Balance</b>	<b>107,325</b>

\* Beginning Balance includes only those funds designated as "available to operate" which includes one-time & BBC grant funds

**RESOLUTION (19-08-35)**  
**CONSENTING TO THE SPECIAL BENEFIT TAX FOR**  
**THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY**

Motion by Commissioner

Seconded by Commissioner

**WHEREAS**, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$117,000, within the RDA's area of operation; and

**WHEREAS**, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

**WHEREAS**, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2020 budget and consents to the levy of a special benefit tax for taxes payable in 2020 within the Authority's taxing jurisdiction in the amount of \$117,000.

Adopted on a \_\_\_ vote by the Swift County Board of County Commissioners the 6th day of August 2019.

Swift County Board of Commissioners

\_\_\_\_\_  
Gary Hendrickx, Chairman

ATTEST:

\_\_\_\_\_  
Kelsey Baker  
County Administrator and Clerk of the Board

Fox  
P. Peterson

Hendrickx  
Rudningen

E. Pederson