

Notice & Agenda
Swift County Board of Commissioners
Tuesday, August 18, 2020
9:00 AM

LEC Meeting Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-2	(1) Minutes from the August 4, 2020 Regular Meeting
	3-20	(2) Consider approval of Human Service Contracts
	21	(3) Consider approval to adopt and implement the Pomme de Terre River Comprehensive Watershed Management Plan 20-18-28
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:35 a.m.		Kim Saterbak, County Auditor
	22-49	Review and approve the Audited Financial Statements for year ending December 31, 2019
	50-51	Consider approving the purchase of a tax-forfeited property by the City of DeGraff
	52-54	Consider approval to authorize transfer from the General Revenue Fund to the Capital Projects and Ditch Fund
9:50 a.m.	55	Andy Albertson, Soil & Water Conservation District Manager Update SWCD 2021 Budget
10:10 a.m.		Ashley Kjos, Woodland Centers Update
10:25 a.m.		Andy Sander, Highway Engineer
	56-57	Consider approval for Bituminous Patching 2020 on CSAH 6 at various locations
	58-59	Consider approval to hire Hard Rock Screening to Crush the tar in Kerkhoven
	60-61	Consider approval for Mill and Overlay project C.P. 020-001
10:35 a.m.		Catie Lee, Human Services
	62-64	Monthly update Human Services Fiscal Summary Update
10:45 a.m.		Kelsey Baker, Administration
	65-66	Building Committee Recommendation
	67-68	Consider approval to board commit funds to create a Maintenance Fund for future building projects
	69	2021 Budget discussion
	70	Consider approval of the Coronavirus Relief Funds for the County and County Partners
11:30 a.m.		Other Business
	71-73	Consider approving resolution 20-18-33 on the 2021 Budget and Levy for the HRA
	74-77	Consider approving resolution 20-18-34 on the 2021 Budget and Levy for the RDA

-Recess-

1:00 p.m.

Closed session for performance review

Consider approving a closed session for preliminary consideration of allegations against an individual subject to the board's authority pursuant to Minnesota Statutes §13D.05
Adjourn close session and return to open session

2:30 p.m.

Adjournment

SWIFT COUNTY BOARD MINUTES

August 4, 2020

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, County Sheriff John Holtz, Veteran Service Officer Dave Barrett, Safe Avenues Executive Director Jen Johnson, Appleton Health Services Director Lori Andreas and Terri Orr.

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

08-04-20-01 Commissioner E. Pederson moved and Commissioner Rudningen seconded to approve the agenda. Motion carried unanimously.

08-04-20-02 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the Consent Agenda: (1) Approval of Minutes from July 21, 2020 Regular Meeting, (2) Approval of Resolution #20-08-26 for the MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant, (3) Approval of the Auditor to sign a joint powers agreement with the Secretary of State for the 2020 Primary and General Elections. Motion carried unanimously.

08-04-20-03 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$85,704.34; Solid Waste: \$20,661.09; County Road & Bridge: \$183,541.55; Human Services: \$273.31; County Ditches Fund: \$511.50; County Health Insurance: \$436.00; which includes the following bills over \$2,000: Albany Recycling Center, \$2,535.44; Appleton Press, \$2,142.32; Ascheman Oil, \$4,213.71; Bennett Office Technologies, \$6,919.61; Chamberlain Oil Company, \$2,266.82; Contech Engineered Solutions LLC, \$16,639.40; Dooley Petroleum, Inc., \$3,690.81; Geyer Recycling, \$6,221.33; Heiman Fire Equipment, \$2,829.88; MN Department Of Transportation, \$4,738.06; New London Law P.A., \$2,040.00; Pemberton Sorlie Rufer & Kerker PLLP, \$2,481.50; Pioneerland Library System, \$34,915.25; Powerplan, \$138,149.15; Prairie Five Rides, \$3,500.00; SeaChange Printing & Marketing Services, \$4,027.30; Soil Conservation Office, \$21,538.29; Waste Management Of WI-MN, \$10,430.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Prairie Five Community Action Council and Joint Powers meeting. Commissioner E. Pederson reported on Ditch meeting, Extension, RDA and Computer Professional Technology meeting. Chairman Hendrickx reported on AMC Blue Ribbon Task Force, AMC Bylaws Committee, RDC Annual meeting and the Building Committee. Commissioner Fox reported on Ditch meeting and Pomme de Terre Watershed. Commissioner Rudningen reported on Ditch meeting, Prairie Lakes Youth, Extension, Emergency Services Radio Board, Building Committee, Personnel Committee and Kerkhoven EDA meeting.

Administrator Baker reported on CARES Act team meeting, RDA applications, Budget discussion, Building Committee and Strategic Planning meeting.

Chairman Hendrickx asked for citizen's comments. Mark Hughes had concerns on Veterans and the disabled in Swift County.

Executive Director Jen Johnson updated the Board on Safe Avenues.

Executive Director Dawn Hegland and RDC Coordinator Melissa Streich updated the board on the RDC and Prairie Waters services.

Melissa Streich further requested a pledge of \$8,975.00 for Western Minnesota Prairie Waters. Pledge was passed unanimously.

HR Coordinator Amanda Ness requested approval of a full-time Maintenance Worker III at Step 2.

08-04-20-04 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve a full-time Maintenance Worker III at Step 2. A brief discussion was held. Motion carried unanimously.

Amanda Ness further requested approval of the addition on one Maintenance Worker III position in Environmental Services.

08-04-20-05 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve the addition on one Maintenance Worker III position in Environmental Services. A brief discussion was held. Motion carried unanimously.

County Auditor Kim Saterbak requested approval to purchase a tax-forfeited property by the City of Appleton.

08-04-20-06 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve the purchase of a tax-forfeited property by the City of Appleton. A lengthy discussion was held. Motion carried unanimously.

Kim Saterbak further updated the board on the 2nd Quarter Executive Departmental Budget Report. She also provided an updated on the Primary Elections coming up next Tuesday August 11th.

County Treasurer Ron Vadnais updated the board on the 2nd Quarter 2020 cash & investments.

Appleton Area Health Services Director Lori Andreas requested the approval of \$10,000 for the Swift Planning Grants.

08-04-20-07 Commissioner Rudningen moved and Commissioner Fox seconded to approve \$10,000 for the Swift Planning Grants. A brief discussion was held. Motion carried unanimously

Administrator Kelsey Baker updated the board on the 2021 Budget.

Kelsey Baker further updated the board on the Building Committee.

08-04-20-08 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 11:14 AM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

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 Approval of Human Services Contracts		
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? No	
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve Contract	
BACKGROUND/JUSTIFICATION:		
Human Services Contracts		
Name	Contract Dates	Summary of Changes
Blue Sky Mental Health Services	9/1-12/31/20	Previous contractor changed companies so contract name had to be adjusted. No other changes
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.		

Budget Information

FUNDING: NA

Review/Recommendation

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

2020

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and Blue Sky Mental Health 161 4th St. Suite B, Albany, MN 56307, hereinafter referred to as the "Contractor", enter into this agreement for the period of July 1, 2020 to December 31, 2020.

7/1/2020

Witnesseth

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

100 Definitions

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

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

Family Service Plan (FSP) - Means a written document indicating problems, goals, objectives, monitoring, and evaluation components and the like related to individuals receiving child protection services.

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

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

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

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

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

200 Purchase of Services

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

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

Handwritten signature

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

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

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

300 Delivery of Services

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

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

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

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

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

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

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

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

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

400 Eligibility For Services

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

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

3. If the Department has determined that an individual is no longer eligible to receive services or that services are no longer needed or appropriate, the Department should notify the Contractor within 5 days of the determination. Further, that Department should notify the individual of proposed action and of the right to appeal this proposed action.

Handwritten initials

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

500 Contractor Autonomy

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

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

600 Performance Based Criteria

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

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

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

- a. positive change in intra-personal feelings;
- b. positive change in intra-family relations;
- c. positive change in inter-personal relations;
- d. positive change in parent/child relations; and
- e. positive change in daily living.
- f. risk of continued or future risk of maltreatment will be reduced.

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

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

700 Individual Service Plan

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

2. All FSPs for families receiving services under this Contract are hereby incorporated and made part of this Contract.

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

800 Contractor Qualifications and Training

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

900 Payment for Service

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

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

1000 Audit and Record Disclosure

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

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

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

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

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

4. The Contractor agrees to maintain all records pertaining to the Contract at, **26474 State Hwy 4, Paynesville, MN 56362, Minnesota.**

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

1100 Safeguard of Client Information

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

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

1200 Equal Employment Opportunity, Civil Rights and Non-Discrimination

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

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

1300 Fair Hearing and Grievance Procedures

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

1400 Bonding, Liability, Indemnity, Insurance and Audit

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

YMS

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

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

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

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

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

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

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

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

1500 Conditions of the Parties' Obligations

1. This Contract may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.
2. Before the termination date specified in section 1 of this Contract, the Department may evaluate the performance of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this Contract. This paragraph does not create an option for renewal of this Contract.
3. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, and properly executed by both parties.
4. If the Department determines that funds are not being administered in accordance with the approved service plan, budget or that services are not being properly provided according to the terms of this Contract, the Department may terminate this Contract after notice has been provided to the Contractor.

1600 Contractor Debarment, Suspension and Responsibility Certification

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

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

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

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

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

1700 Subcontracting

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Department.
2. All subcontractors shall be subject to and shall meet all requirements of this Contract.
3. The Contractor shall ensure that any and all subcontracts to provide services under this Contract shall contain the following language:

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

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

1800 Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.
2. Either party shall notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

1900 Miscellaneous

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

2000 HIPAA Protocol

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

2100 Entire Agreement

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

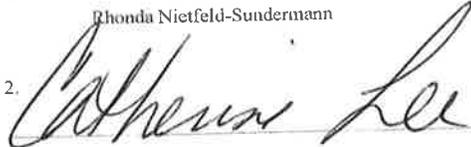
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Signatures

1.  8/12/2020

Rhonda Nietfeld-Sundermann

Date

2.  8/13/20

Catherine Lee, SCHS Director

Date

3.



3. _____
Gary Hendrickx, Swift County Board Chair Date

Approved As To Form And Execution:

4. _____
Danielle Olson, Swift County Attorney Date

2020

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and **Blue Sky Mental Health 161 4th St. Suite B. Albany, MN 56307**, hereinafter referred to as the "Contractor", enter into this agreement for the period of **September 1, 2020 to December 31, 2020**.

Witnesseth

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

100 Definitions

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

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

Family Service Plan (FSP) - Means a written document indicating problems, goals, objectives, monitoring, and evaluation components and the like related to individuals receiving child protection services.

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

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

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

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

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

200 Purchase of Services

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

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

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

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

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

300 Delivery of Services

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

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

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

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

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

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

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

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

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

400 Eligibility For Services

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

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

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

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

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

500 Contractor Autonomy

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

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

600 Performance Based Criteria

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

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

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

- a. positive change in intra-personal feelings;
- b. positive change in intra-family relations;
- c. positive change in inter-personal relations;
- d. positive change in parent/child relations; and
- e. positive change in daily living.
- f. risk of continued or future risk of maltreatment will be reduced.

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

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

700 Individual Service Plan

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

2. All FSPs for families receiving services under this Contract are hereby incorporated and made part of this Contract.

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

800 Contractor Qualifications and Training

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

900 Payment for Service

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

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

1000 Audit and Record Disclosure

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

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

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

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

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

4. The Contractor agrees to maintain all records pertaining to the Contract at, **26474 State Hwy 4, Paynesville, MN 56362, Minnesota.**

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

1100 Safeguard of Client Information

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

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

1200 Equal Employment Opportunity, Civil Rights and Non-Discrimination

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

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

1300 Fair Hearing and Grievance Procedures

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

1400 Bonding, Liability, Indemnity, Insurance and Audit

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

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

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

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

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

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

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

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

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

1500 Conditions of the Parties' Obligations

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

2. Before the termination date specified in section 1 of this Contract, the Department may evaluate the performance

of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this Contract. This paragraph does not create an option for renewal of this Contract.

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

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

1600 Contractor Debarment, Suspension and Responsibility Certification

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

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

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

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

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

1700 Subcontracting

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

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

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

following language:

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

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

1800 Noncompliance

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

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

1900 Miscellaneous

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

2000 HIPAA Protocol

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

2100 Entire Agreement

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

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

Signatures

1. _____ Date
Rhonda Nietfeld-Sundermann
2. _____ Date
Catherine Lee, SCHS Director
3. _____ Date
Gary Hendrickx, Swift County Board Chair

Approved As To Form And Execution:

4. _____ Date
Danielle Olson, Swift County Attorney

2020 Contract Addendum

Said contractor will comply with the civil rights obligations and assurance agreement in accordance with the U.C. Department of Health and Human Services imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 604 of the Rehabilitation Act of 1973; Title II of the American's with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with these regulations to the effect that, no person in the United States shall on the grounds of race, color national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefit of, or otherwise subject to discrimination. Said signed addendum shall be filed in Swift County Human Services comprehensive civil rights plan in compliance with 2019-2021 County-State Civil Rights Assurance Agreement as required by the MN Department of Human Services.

Please Initial here that you acknowledge the addendum

Rhonda Nietfeld-Sunderman
Bluesky Family Mental Health



Resolution to Adopt and Implement

The Pomme de Terre River

Comprehensive Watershed Management Plan (20-18-28)

Whereas, Swift County is a member of the Pomme de Terre River Association Joint Powers Board (PDT JPB); and

Whereas, Swift County has been an active participant in the development of the Pomme de Terre River Comprehensive Watershed Management Plan (Plan); and

Whereas, Swift County recommended the PDT JPB submit the Plan for State approval on December 26, 2019; and

Whereas, the PDT JPB submitted the Plan for State approval on June 18, 2020; and

Whereas, the Board of Water and Soil Resources (BWSR) North Region Committee met on August 5, 2020 and decided to recommend the Plan be approved according to Minnesota Statutes 103B.101, subdivision 14 at the BWSR meeting on August 26, 2020;

Now; Therefore, Be it Resolved, contingent on BWSR approval Swift County hereby adopts and will begin implementation of the Plan for the area of the county identified within the Plan and serve as a substitute for the county local water management plan as per 103B for the duration of the state approved Plan.

CERTIFICATION

STATE OF MINNESOTA

Swift County

I do hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Swift County at a duly authorized meeting therefore held on the 18th of August 2020.

Gary Hendrickx, Chair



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

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 and approve the Audited Financial Statements for year ending December 31, 2019	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The audit firm of CliftonLarsonAllen has prepared the financial statements for the year ended December 31, 2019. Doug Host will present this audit to the board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

RESOLUTION (20-18-29)

**ACCEPT THE AUDITED BASIC FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION OF SWIFT COUNTY FOR THE FISCAL YEAR
ENDING DECEMBER 31, 2019**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Swift County has prepared and presented the basic financial statements and supplementary information for the fiscal year ended December 31, 2019; and

WHEREAS, CliftonLarsonAllen LLP, an independent audit firm, (“Auditor”) has audited the basic financial statements and supplementary information of Swift County in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and

WHEREAS, it is the Independent Auditor’s responsibility to express an opinion on these basic financial statements and supplementary information based upon their audit; and

WHEREAS, in the opinion of the Auditor, that the financial statements present fairly, in all material respects, the financial position of Swift County as of December 31, 2019, and the results of operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

NOW, THEREFORE, BE IT RESOLVED by the Swift County Board of Commissioners as follows:

The Swift County Board of Commissioners hereby accepts the Audited Basic Financial Statements and Supplementary Information of Swift County for the fiscal year ended December 31, 2019.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of August, 2020.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker, Clerk of the Board

Swift County, Benson Minnesota

Year Ending December 31, 2019

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor



Create Opportunities

Agenda

- Introduction
- Required Communications
- Internal Controls
- Minnesota Legal Compliance
- Financial Results
- Summary



Introduction



Audit Team

Your audit team consisted of the following professionals who have 51 years of governmental accounting and auditing experience

- Doug Host – Principal (29 years)
- Mallory Carlson – Senior (5 years)
- Elizabeth Winkels – Senior (5 years)
- Becca Hoffman – Senior (4 years)
- Elizabeth Kisch – Associate (3 years)
- Hunter Fordbord – Associate (2 years)
- Jordan Huntbatch – Associate (1 year)
- Eric Smedsrud – Associate (1 year)
- Morgan Swenson – Associate (1 year)



Required Communications



Required Communications

- Separate letter issued with required communications in detail
- Auditors' responsibility to issue an opinion on the fairness of presentation of financials
 - Unmodified (clean) opinion issued for 2019 audit
- Auditor also reviews internal control as part of the audit but no opinion is provided on such controls
- COVID-19 impact



Internal Controls



Internal Controls

Material Weaknesses – deficiencies in internal control such that there is a reasonable possibility that a **material misstatement** would not be prevented or detected and corrected on a timely basis

- **Segregation of Duties**
- **Financial Reporting Process**
- **Material Audit Adjustments**
- **Formal Policy for Year-End Procedures**



Internal Controls (Continued)

Significant Deficiencies - deficiencies in internal control that are **less severe than material weaknesses**, yet important enough to merit attention by those charged with governance

- **None noted for 2019**



Single Audit – Controls and Compliance

Federal program tested as major for 2019 was Medical Assistance

- ***Material Weakness***
 - None noted for 2019
- ***Significant Deficiency***
 - Eligibility documentation: Asset verification and missing documentation



Minnesota Legal Compliance

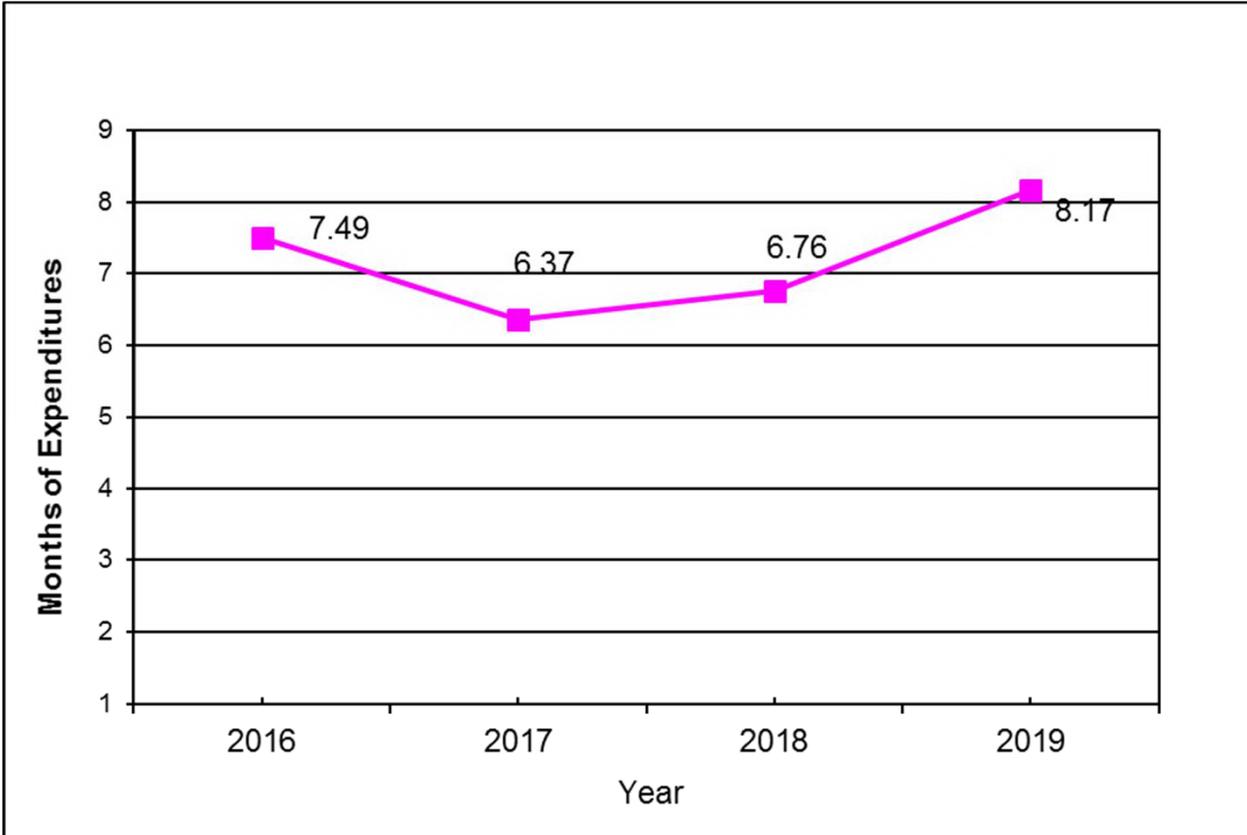
- Ditch Cash Deficits
 - 30 of 56 active ditches had deficit cash balances at year-end
- Unallowed Items Purchased with Public Funds
 - County Paid for recognition banquet
- Prompt Payment of Bills
 - 1 of 40 invoices tested was not paid within 35 days and instead was paid 45 days after the invoice was received
- Ditch Special Revenue Fund – Drainage System Costs
 - Board did not approve transfer of funds from general fund to the ditch fund to cover deficit cash.



Financial Results



Financial Results



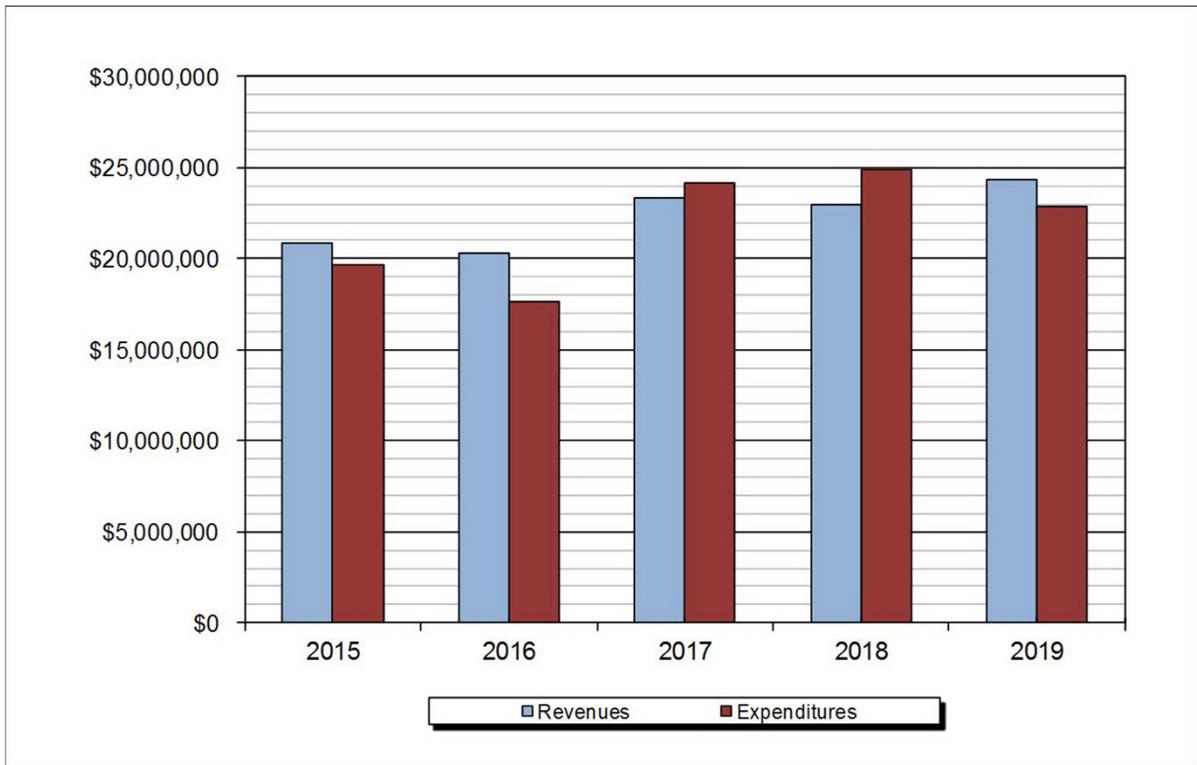
- Recommend minimum of 3-5 months for General and Special Revenue Funds
- Increase from the prior year is due to decrease in expenditures and increase in revenues
- Committed and Unassigned Fund Balance included in calculation
- Healthy Fund Balance

	2015	2016	2017	2018	2019
Expenditures	\$ 19,630,639	\$ 17,608,953	\$ 24,190,494	\$ 24,872,149	\$ 22,915,524
Fund Balance	8,103,285	10,994,500	12,833,355	14,021,176	15,592,283



Financial Results (Continued)

Governmental Funds - Revenues and Expenditures



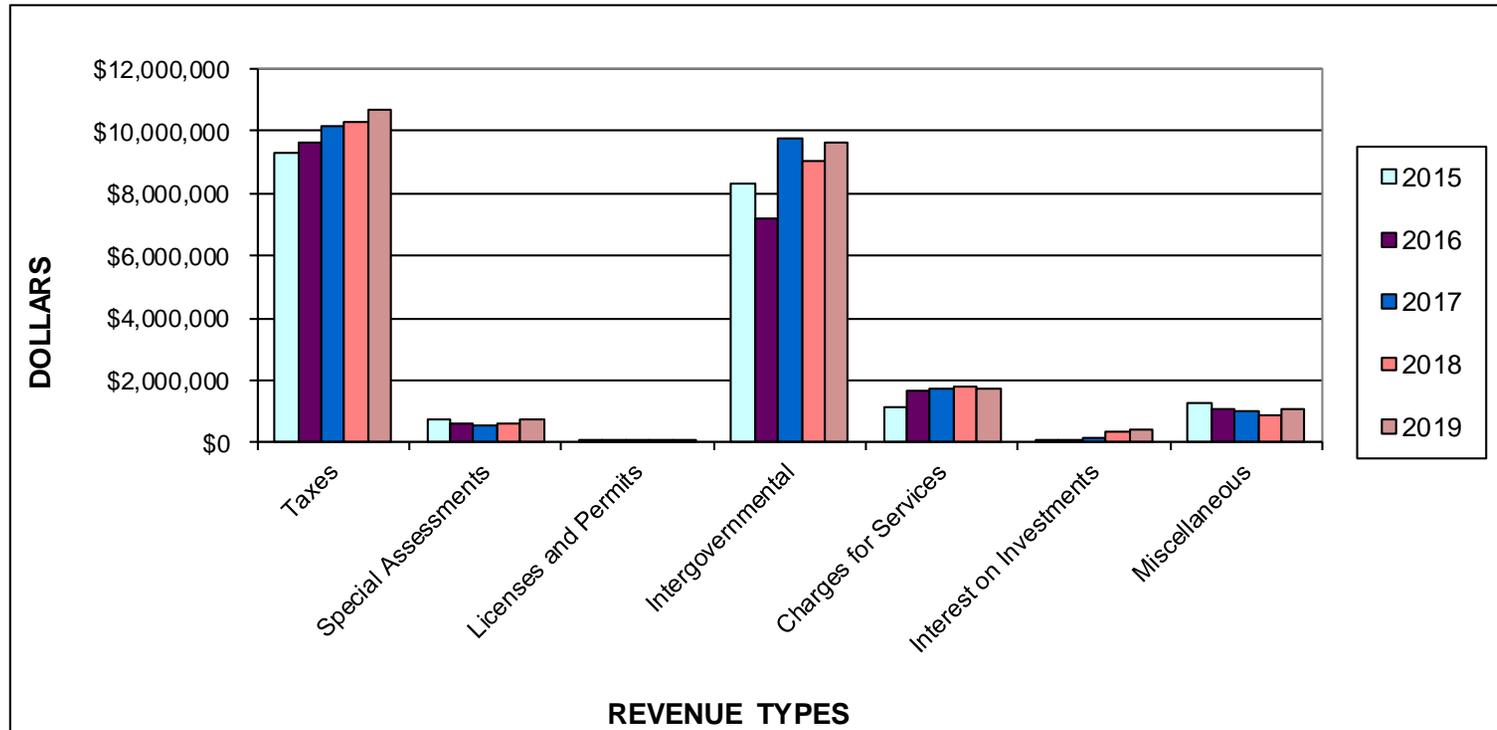
- Excess of revenues over expenditures caused Fund Balance to increase \$1,323,752, after inventory adjustment, from the prior year
- Revenues exceeded expenditures for the first time in the past 3 years

	2015	2016	2017	2018	2019
Revenues	\$ 20,829,187	\$ 20,273,375	\$ 23,339,566	\$ 22,968,448	\$ 24,373,780
Expenditures	19,630,639	17,608,953	24,190,494	24,872,149	22,915,524



Financial Results (Continued)

Revenues – All Governmental Funds

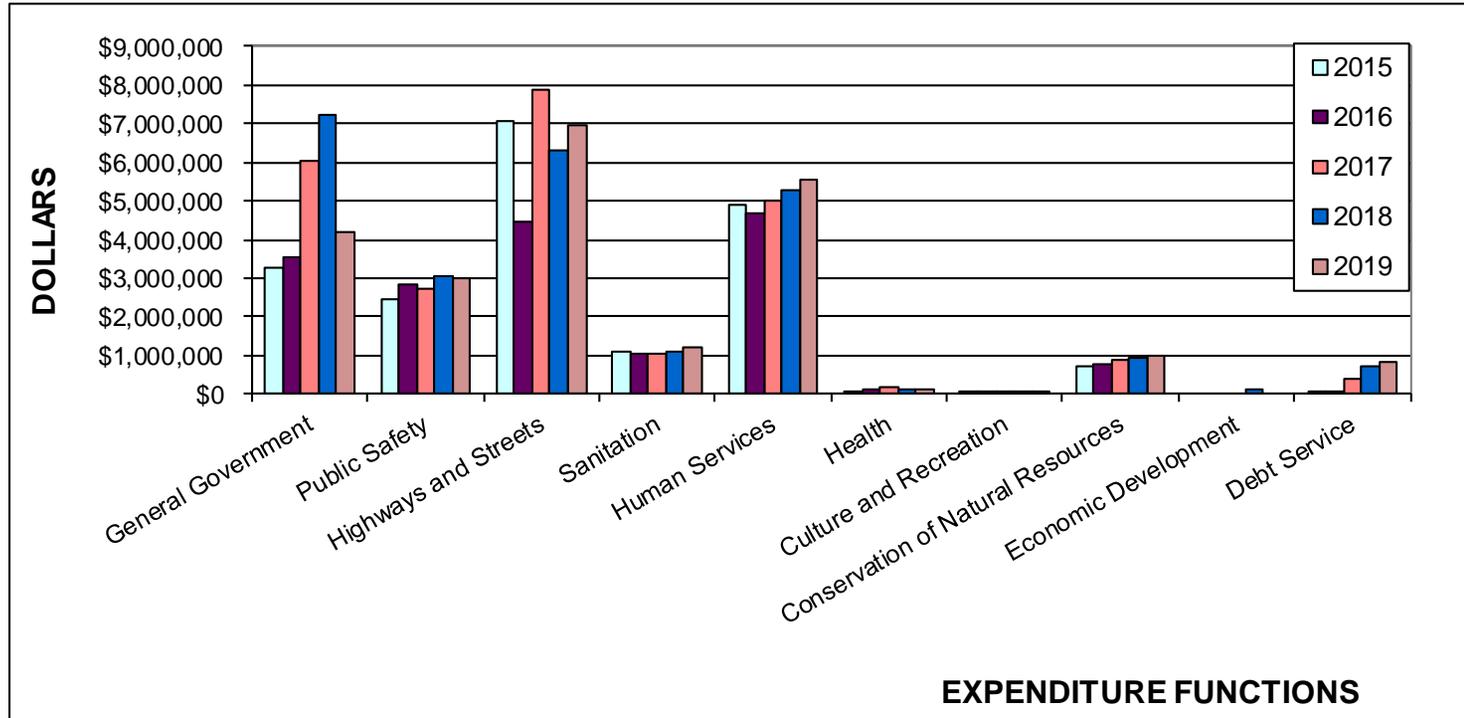


	2015	2016	2017	2018	2019
Taxes	\$ 9,282,834	\$ 9,631,831	\$ 10,136,609	\$ 10,323,671	\$ 10,708,321
Special Assessments	731,504	633,665	524,074	589,572	749,987
Licenses and Permits	5,970	4,330	4,370	4,430	4,275
Intergovernmental	8,350,358	7,177,511	9,795,232	9,050,169	9,665,626
Charges for Services	1,123,165	1,640,085	1,713,847	1,800,788	1,749,392
Interest on Investments	90,648	85,072	142,207	333,736	445,070
Miscellaneous	1,244,708	1,100,881	1,023,227	866,082	1,051,109
Total	\$ 20,829,187	\$ 20,273,375	\$ 23,339,566	\$ 22,968,448	\$ 24,373,780



Financial Results (CONTINUED)

Expenditures – All Governmental Funds

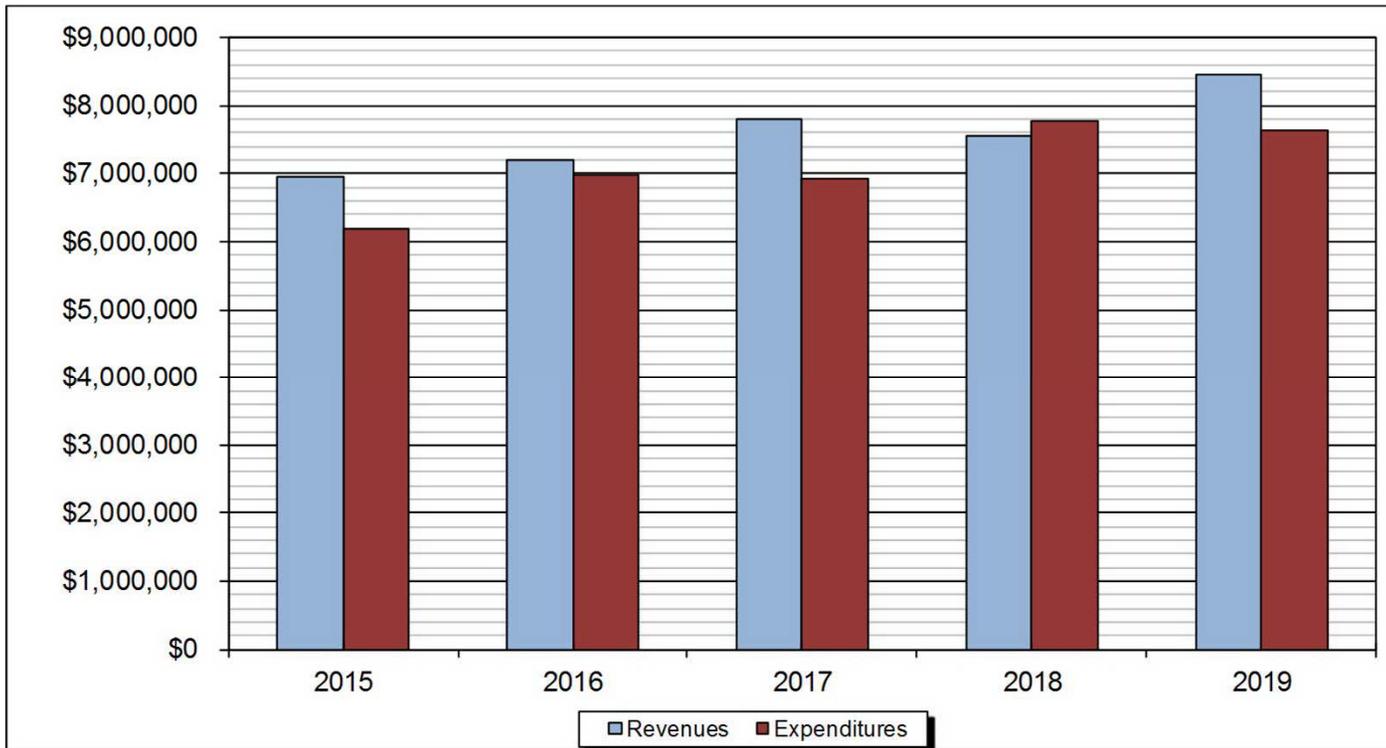


	2015	2016	2017	2018	2019
General Government	\$ 3,281,957	\$ 3,538,100	\$ 6,019,213	\$ 7,222,626	\$ 4,209,866
Public Safety	2,444,346	2,854,099	2,750,296	3,027,637	2,978,271
Highways and Streets	7,078,595	4,451,612	7,878,035	6,315,393	6,984,514
Sanitation	1,077,545	1,034,798	1,064,973	1,094,156	1,204,364
Human Services	4,882,968	4,671,304	4,983,461	5,265,137	5,542,487
Health	91,524	137,825	179,645	112,851	114,544
Culture and Recreation	18,841	92,135	69,459	32,534	57,195
Conservation of Natural Resource:	720,797	764,263	871,756	940,074	997,115
Economic Development	-	-	-	145,281	-
Debt Service	34,066	64,817	373,656	716,460	827,168
Total	\$ 19,630,639	\$ 17,608,953	\$ 24,190,494	\$ 24,872,149	\$ 22,915,524



Financial Results (Continued)

General Fund Revenues and Expenditures



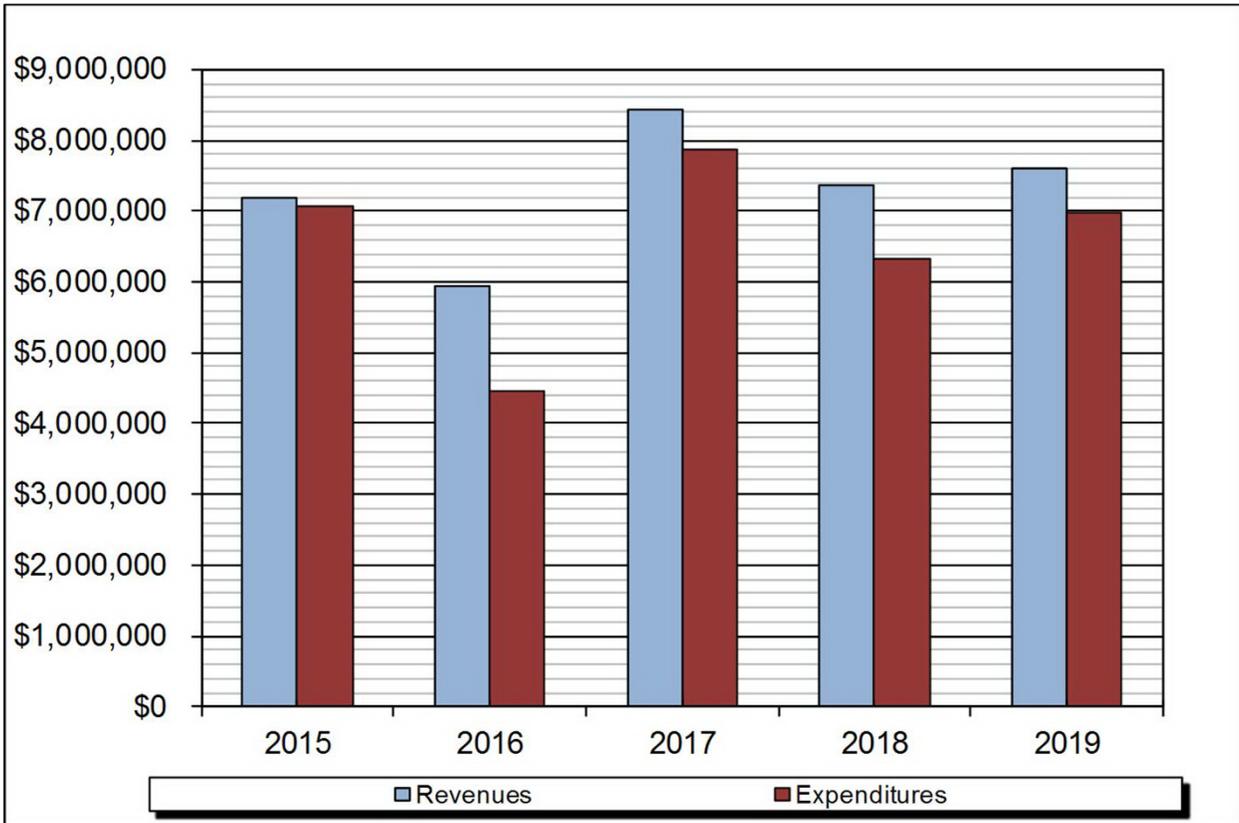
- Revenues exceeded expenditures by \$812,227
- After transfers and proceeds from sale of assets, the overall Fund Balance increase for 2019 was \$671,929

	2015	2016	2017	2018	2019
Revenues	\$ 6,942,234	\$ 7,196,722	\$ 7,805,352	\$ 7,552,136	\$ 8,444,696
Expenditures	6,180,537	6,976,270	6,939,597	7,772,800	7,632,469



Financial Results (Continued)

Road and Bridge Fund Revenues and Expenditures

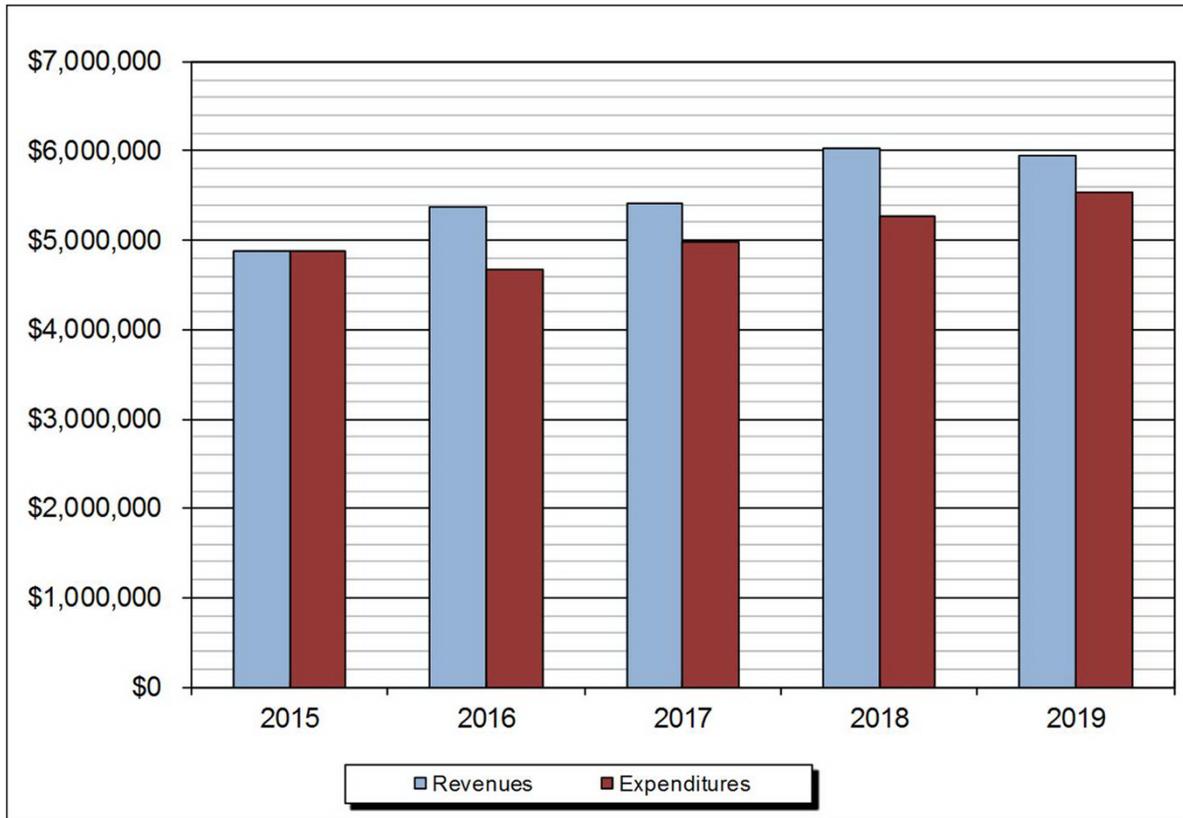


- Revenues and other financing sources exceeded expenditures causing Fund Balance to increase \$706,036 before adjustment for increase in inventory

	2015	2016	2017	2018	2019
Revenues	\$ 7,199,056	\$ 5,953,687	\$ 8,429,789	\$ 7,357,085	\$ 7,598,152
Expenditures	7,078,595	4,451,612	7,878,035	6,315,393	6,984,514

Financial Results (Continued)

Welfare Fund Revenues and Expenditures



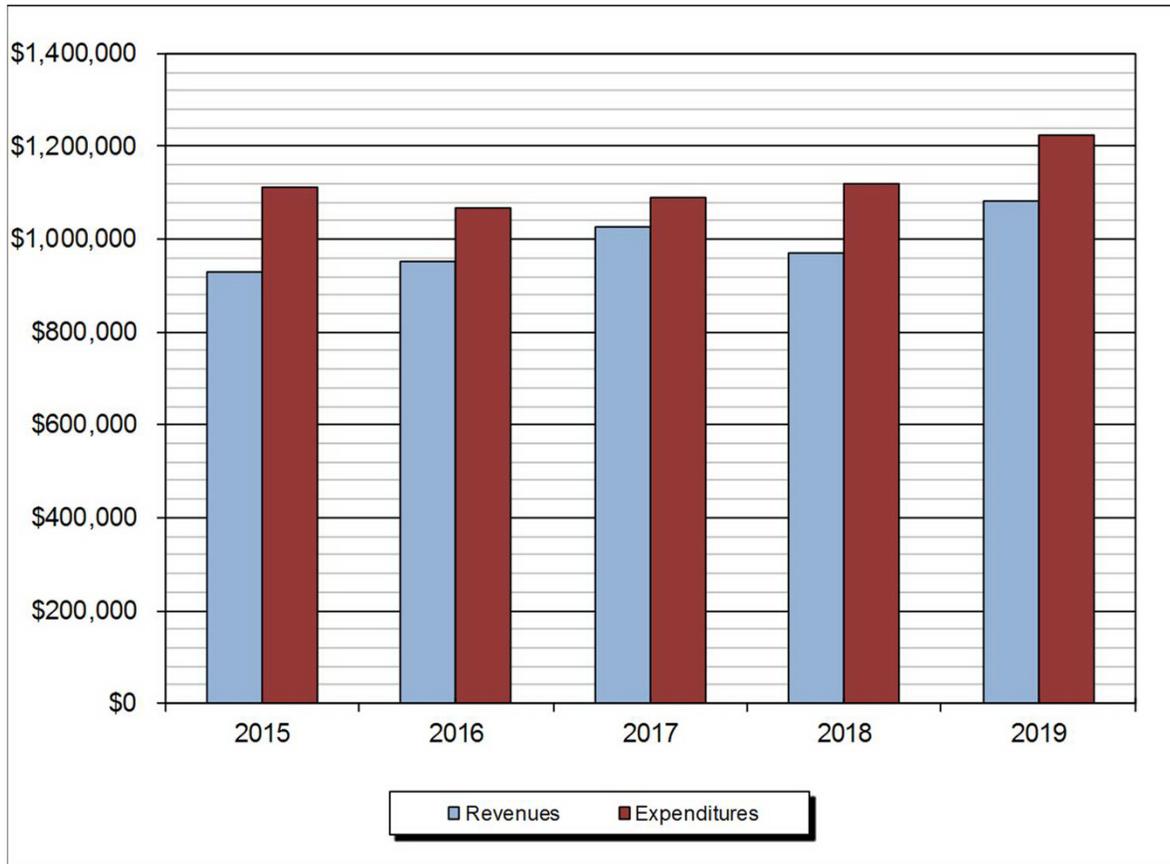
- Increase in Fund Balance of \$449,437
- Fourth year in a row with revenues in excess of expenditures

	2015	2016	2017	2018	2019
Revenues	\$ 4,875,289	\$5,378,299	\$5,413,107	\$6,029,951	\$5,943,524
Expenditures	4,882,968	4,671,304	4,983,461	5,265,137	5,542,487



Financial Results (Continued)

Solid Waste Fund Revenues and Expenditures



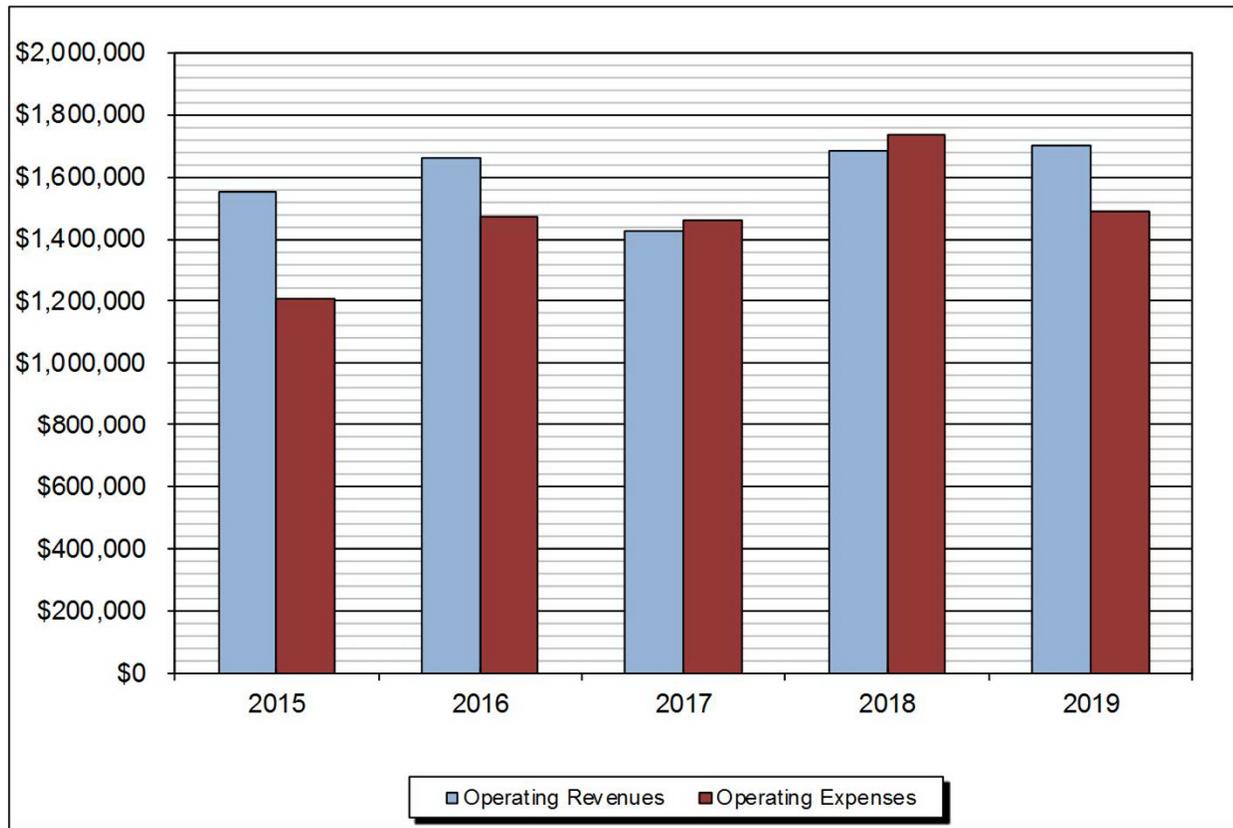
- Expenditures for 2019 were more than revenues causing Fund Balance to decrease \$141,617 from operations.
- Fifth year in a row expenditures exceeded revenues.

	2015	2016	2017	2018	2019
Revenues	\$ 931,218	\$ 950,412	\$ 1,027,790	\$ 970,297	\$ 1,081,565
Expenditures	1,111,611	1,068,865	1,091,551	1,120,734	1,223,182



Financial Results (Continued)

Self Insurance Fund Revenues and Expenses



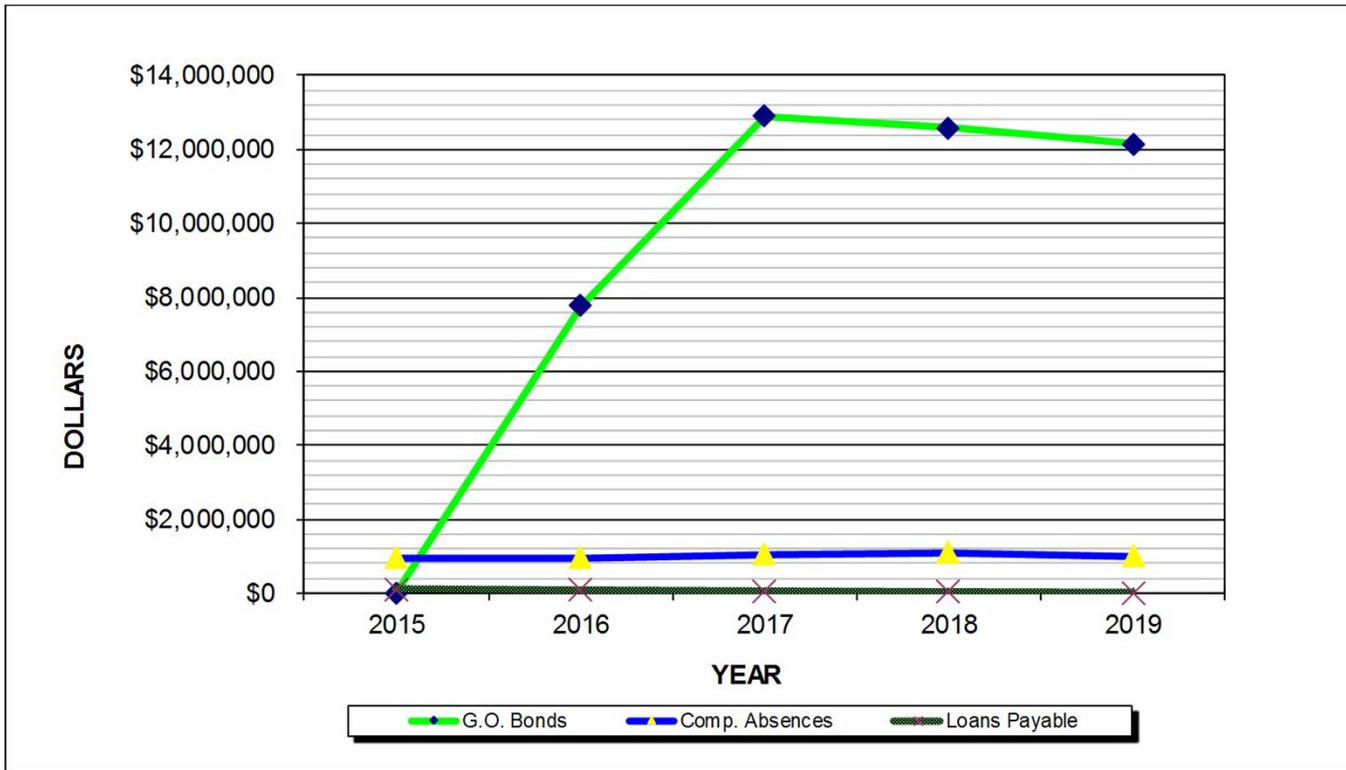
- Net Position increased \$225,942 from the prior year
- Ending Net Position is \$1,060,207 as of 12/31/2019

	2015	2016	2017	2018	2019
Operating Revenues	\$ 1,554,197	\$ 1,660,552	\$ 1,424,957	\$ 1,682,164	\$ 1,703,693
Operating Expenses	1,207,333	1,471,318	1,462,276	1,735,519	1,487,316



Financial Results (Continued)

County Indebtedness



- No new bonds issued in 2019.
- Bond balances and loan balances will decrease as they are paid off
- Compensated absences decreased with employees using more vacation and sick time

	2015	2016	2017	2018	2019
G.O. Bonds	\$ -	\$ 7,780,000	\$ 12,885,000	\$ 12,580,000	\$ 12,145,000
Loans Payable	116,908	85,021	60,019	34,515	16,258
Comp. Absences	948,466	958,609	1,053,719	1,096,192	998,465



Summary



New GASB Pronouncements

- GASB 84 will be implemented for fiscal year 2020
- New Accounting Standards Implemented in 2019:
 - GASB 88; Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements
 - No significant impact on the County
- GASB 68/71 on pensions implemented in 2015, still has big impact on financial statements
 - Deferred Outflows related to pensions decreased by 43% or \$897,097
 - Deferred Inflows related to pensions decreased by 20% or \$580,654



Key Issues/Summary

- Financial Stability
 - Overall Fund Balance is above more than five months of expenditures
 - General Fund revenues approximately \$700,000 over budget
 - General Fund expenditures about \$300,000 under budget



Thank you to all for allowing us to serve you!

Contact Information:

Doug Host, CPA

Principal

218-825-2948

doug.host@CLAconnect.com





Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase a tax-forfeited property by the City of DeGraff	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tax-Forfeited Property must be approved by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Parcels #26-0004 tax-forfeited to the State of Minnesota for lack of payment of the property taxes in 2019. The City of DeGraff has offered to purchase price of \$100 plus fees. This property has been vacant for numerous years for more than 5 years.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

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

RESOLUTION TO PURCHASE PROPERTY

WHEREAS, the City Council deems it desirable and the in the best interest of the City of DeGraff to acquire the property located at 201 5th Street North, in the City of DeGraff and County of Swift, State of Minnesota.

WHEREAS, the legal description is as follows:

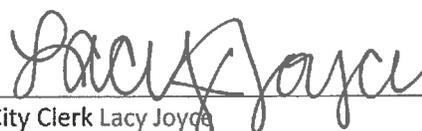
Parcel ID Number: 26-0004-000
Physical Address: 201 5th Street North
Legal Description: Lot 5 Block 8

NOW, THEREFORE, BE IT RESOLVED, that the City of DeGraff acquire the property for \$100.

Adopted by the City Council of the City of DeGraff, Minnesota this the 3rd day of August, 2020.



Mayor Randy Simmonds

ATTEST: 

City Clerk Lacy Joyce



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Authorize transfer from the General Revenue Fund to the Capital Projects and Ditch Fund	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve transfers between funds.
BACKGROUND/JUSTIFICATION: The Capital Projects fund held bond proceeds for the remodel of the Courthouse and Countryside Public Health building. This remodel projects is complete. Due to expenses exceeding bond proceeds in this fund, the board will need to authorize a transfer of \$135,804 from the General Revenue Fund. The Ditch Funds expenses are in excess of their revenue. The board needs to approve a transfer of fund to pay these expenses from the General Revenue fund.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: Click here to enter text.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION (20-18-30)
AUTHORIZING TRANSFER OF GENERAL REVENUE FUND TO THE CAPITAL PROJECTS FUND

Motion by Commissioner _____

Seconded by Commissioner _____

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby authorizes the transfer from the General Revenue Fund to the Capital Projects Fund of \$135,804 to pay the expenses in excess of bond proceeds and close out the Capital Projects Fund.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of August 2020.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker, Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

RESOLUTION (20-18-31)
AUTHORIZING TRANSFER OF GENERAL REVENUE FUND TO THE DITCH FUND

Motion by Commissioner _____

Seconded by Commissioner _____

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby authorizes the transfer from the General Revenue Fund to the Ditch Fund to pay expenses in excess of revenues.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of August 2020.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker, Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

2021 Swift SWCD Proposed Budget

EXPENDITURES	2019	2020	2020	2021
	ACTUALS	BUDGET	ACTUALS	BUDGET
			(thru 7/31/20)	
Total District Operations - Personnel Services	\$ 192,265	\$ 206,750	\$ 113,850	\$ 221,000
Total District Operations - Other Serv. & Chgs.	\$ 54,521	\$ 54,875	\$ 28,143	\$ 55,595
Total District Operations - Supplies	\$ 3,349	\$ 2,800	\$ 2,332	\$ 4,100
Total Project Expenses	\$ 118,404	\$ 103,580	\$ 35,957	\$ 88,080
Total District Product Expenses	\$ 38,769	\$ 46,500	\$ 31,493	\$ 43,500
TOTAL EXPENDITURES	\$ 407,308	\$ 414,505	\$ 211,775	\$ 412,275

REVENUES	2019	2020	2020	2021
	ACTUALS	BUDGET	ACTUALS	BUDGET
			(thru 7/31/20)	
County Allocation	\$ 50,000	\$ 60,000	\$ 30,000	\$ 60,000
County Match	\$ 5,000	\$ 20,000	\$ 10,000	\$ 20,000
WCA Grant	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
County Ag Inspector	\$ 13,500	\$ 13,500	\$ 7,875	\$ 13,500
County Misc. Revenue (AIS funds)	\$ 4,247	\$ 5,500	\$ 4,413	\$ 5,500
Total County Revenue	\$ 77,747	\$ 104,000	\$ 57,288	\$ 104,000
Total State Revenue	\$ 278,721	\$ 242,177	\$ 213,199	\$ 251,027
Total Charges for Services	\$ 63,117	\$ 68,800	\$ 64,940	\$ 58,160
Total Miscellaneous Revenues	\$ 14,099	\$ 2,250	\$ 2,007	\$ 7,200
TOTAL REVENUES	\$ 433,684	\$ 417,227	\$ 337,433	\$ 420,387

Difference Revenues over Expenditures	\$ 26,376	\$ 2,722	\$ 125,658	\$ 8,112
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Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval for Bituminous Patching 2020 on CSAH 6 at various locations.	
AGENDA YOU ARE REQUESTING TIME ON: August 18, 2020	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The county opened bids on August 12, 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State, County
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Review/Recommendation

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

Swift County Highway Department

BID TABULATIONS: Maintenance Patch 2020

August 12, 2020

Bituminous Paving 2020

CONTRACTOR	BID
Riley Bros. Construction Inc.	\$83,400.00
Central Specialties	\$100,200.00
Duininck	\$132,000.00

Budgeted	\$125,000.00
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Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval to hire Hard Rock Screening to Crush the tar in Kerkhoven	
AGENDA YOU ARE REQUESTING TIME ON: August 18, 2020	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: County Highway Department requested quotes to crush a pile of tar in Kerkhoven	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	State, County
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Review/Recommendation

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

Swift County Highway Department

QUOTES

Crushing Tar Stock Pile in Kerkhoven

CONTRACTOR	BID
Hard Rock Screening	\$24,000.00
Commerford Gravel Inc.	\$31,000.00

Budget

\$20,000.00



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Contract approval for Mill and Overlay project C.P. 020-001	
AGENDA YOU ARE REQUESTING TIME ON: August 12, 2020	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Statute
BACKGROUND/JUSTIFICATION: The county opened bids on August 12, 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State, County
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Review/Recommendation

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

Swift County Highway Department

BID TABULATIONS: CP 020-001

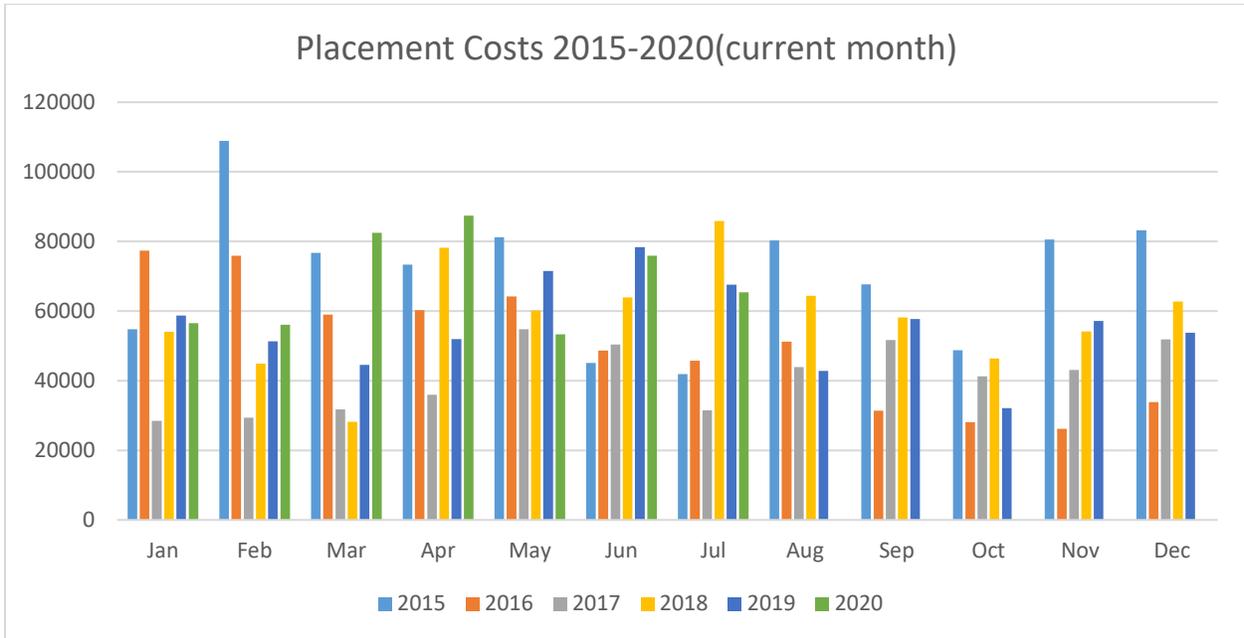
August 12, 2020

Mill & Overlay CR 68

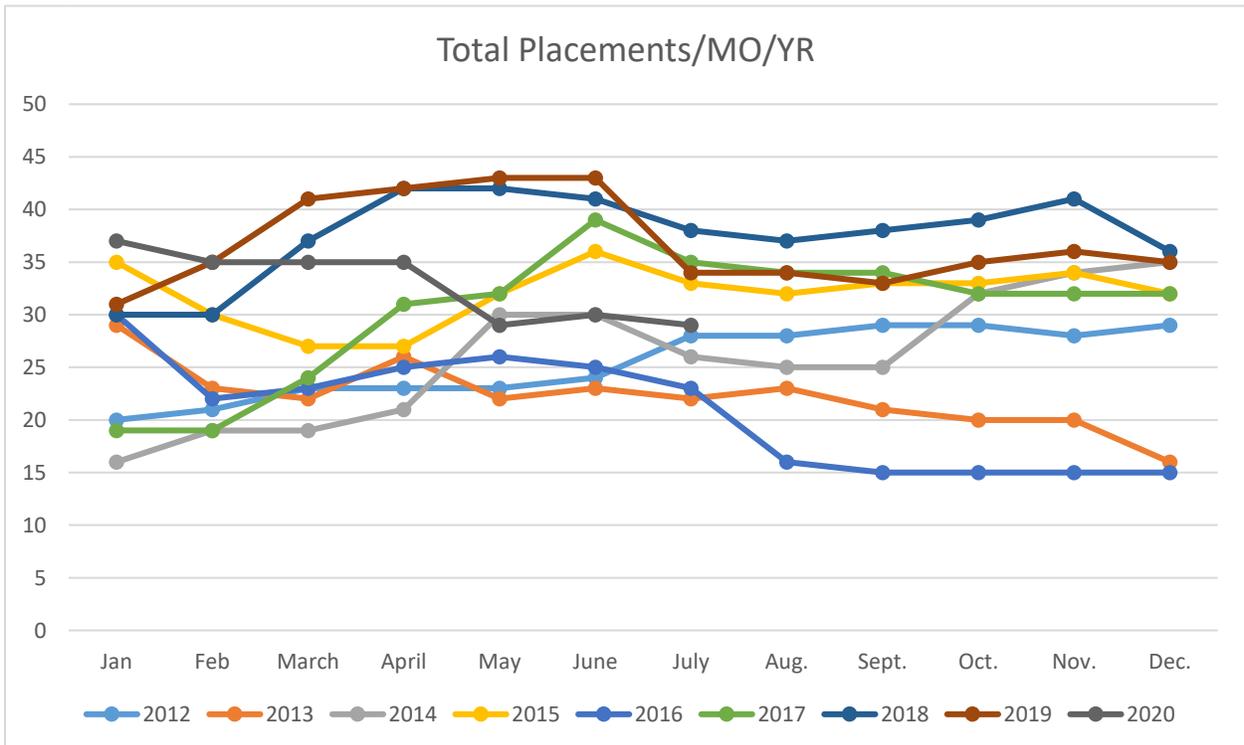
CONTRACTOR	BID
Riley Bros. Construction Inc.	\$77,909.25
Central Specialties	\$109,019.70
Duininck	\$125,099.10

Engineers Estimate	\$118,089.00
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Out of Home Placement Report 1/2012-7/2020

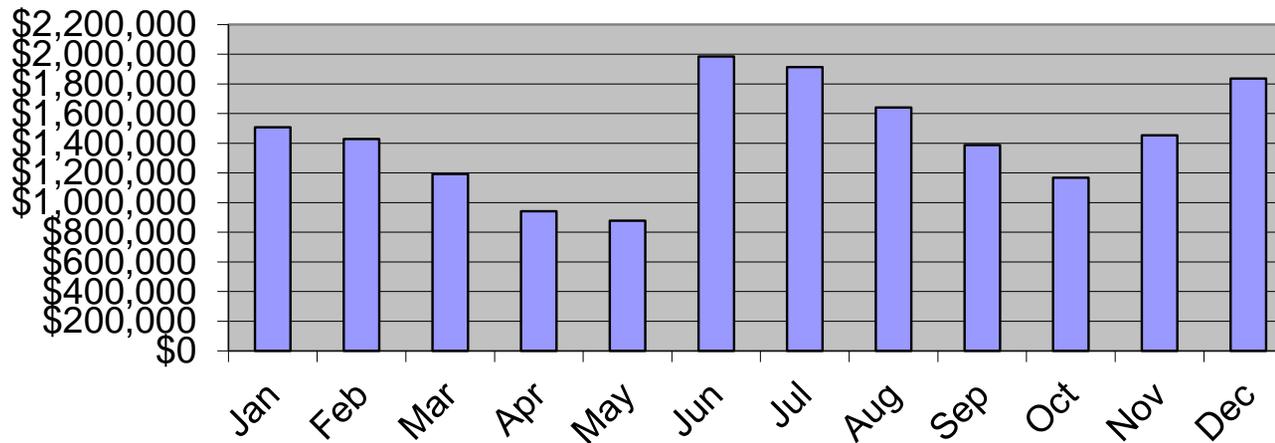


Swift County has spent 90.54% of 2020 budget on out-of-home Placements for the year



Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2011 - 2020											
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Average
Jan	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$ 2,559,803	\$ 3,119,041	\$1,507,123
Feb	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$ 2,603,360	\$ 3,009,633	\$1,427,458
Mar	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$ 2,416,328	\$ 2,725,205	\$1,193,473
Apr	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$ 2,030,159	\$ 2,322,270	\$942,152
May	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329	\$ 2,385,140	\$ 2,268,066	\$878,349
Jun	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$ 2,745,303	\$ 3,377,509	\$ 3,712,563	\$1,985,062
Jul	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$ 2,842,236	\$ 3,246,109	\$ 3,664,674	\$1,913,126
Aug	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$ 2,661,662	\$ 3,137,129		\$1,639,923
Sep	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864	\$ 2,814,711		\$1,387,978
Oct	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152	\$ 2,621,771		\$1,166,913
Nov	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552	\$ 2,633,850		\$1,452,656
Dec	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$ 3,077,192	\$ 3,506,591		\$1,836,790
Average	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 2,297,372	\$ 2,777,705	\$ 2,974,493	

**Average Monthly Cash & Investment Balance
2011-2020**





2020 GUIDING PRINCIPLES:

1. Modernize aging infrastructure – reduce utility bills and avoid major failures
- ~~2. Respect historic buildings and recent investments while considering projections~~
- ~~3. Consider community wide needs~~
4. Establish Fund Balance for Maintenance Work and *Small Projects* – Pay As You Go
5. Balance safety/security with customer access
6. Improve customer service and staff collaboration
- ~~7. Improve staff and building efficiencies (both space and infrastructure)~~
8. Move towards building ownership vs leased space
9. Provide adequate ~~confidential~~ meeting spaces
10. Maintain all existing services
- ~~11. Facilitate planned operational changes while providing flexibility for future changes~~

LONG-TERM RECOMMENDATIONS:

The Building Committee would recommend to the County Board to create a Maintenance Fund and start with a base amount of \$500,000 for 2021. This would be pulled from reserves in 2021 and moving forward to continue the fund. The board would continue to put in the Hospital Loan payment into this fund along with levy \$100,000 in to this fund. This would be a phased approach and help to eliminate deferred maintenance. Per the Building Committee's guiding principles, the phased approach would align with achieving their goal of doing smaller projects throughout the county. If there is a larger project where the county would have to Bond, then this would go through the committee with a recommendation to the County Board for a full discussion.



SUMMARY OF PHASED APPROACH:

Below is a DRAFT of a Phased Approach of completing current projects that the Building Committee has discussed:

2020 projects, carryover to 2021 budget include:

Human Services, Front desk remodel: \$50,000 (reserves)

LEC Generator: \$75,000 (reserves)

Total Amount: \$125,000

Phase I - 2021

6W renovation in basement of LEC: \$550,000 (maintenance fund)

LEC Building, Generator / water heater / North side or just at least an interview room: \$50,000 (maintenance fund)

Total Amount: \$600,000

Phase II - 2022

LEC Building, Lower Level Mechanical: \$250,000 (maintenance fund)

LEC Shingles: \$40,000

Highway, Flooring and Ceiling (*see attached facility analysis*): \$100,000 (*reserves*)

Human Services, replace shingles and signage: \$100,000 (reserves)

Total Amount: \$490,000

Phase III - 2023

LEC Building, Parking Lot: \$25,000 (maintenance fund)

Human Services, Renovation: \$1,500,000 (reserves)

Highway, Maintenance Shop: \$4,100,000 (reserves)

Total Amount: \$5,625,000

Phase IV - 2024

LEC Building Deferred Maintenance (*see attached facility analysis*) and Main Level HVAC: \$1,500,000 (maintenance fund)

Total Amount: \$1,500,000

Phase V - 2025

Sheriff's Impound Building and Lot: 30,000 (maintenance fund)

Environmental Services: \$150,000 (maintenance fund)

Courthouse Building, Foundation year 1: TBD

Total Amount: \$180,000+



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Request for approval to board commit funds to create a Maintenance Fund for future building projects	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The Building Committee has discussed and is recommending the County Board to create a Maintenance Fund and start with a base amount of \$500,000 for 2021. This would be pulled from reserves in 2021 and moving forward to continue the fund. The board would continue to put in the Hospital Loan payment into this fund along with levy \$100,000 in to this fund. Total amount would be \$600,000. This would be a phased approach and help to eliminate deferred maintenance. Per the Building Committee's guiding principles, the phased approach would align with achieving their goal of doing smaller projects throughout the county. If there is a larger project where the county would have to Bond, then this would go through the committee with a recommendation to the County Board for a full discussion.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING: Reserves and Hospital Loan repayment

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none

**RESOLUTION TO BOARD RESTRICT FUNDS
FOR A COUNTY MAINTENANCE FUND (20-08-32)**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Swift County Building Committee is recommending creating this Maintenance Fund; and

WHEREAS, the Building Committee is requesting to commit \$500,000 of Swift County, General Revenue funds be available; and

WHEREAS, the Board of Commissioners of Swift County finds it advisable and necessary to commit \$500,000 for the deferred maintenance and future county building projects; and

WHEREAS, the Board of Commissioners of Swift County finds it advisable and necessary to commit \$100,000 from the Hospital Loan for the next five years and add into this fund; and

NOW, THEREFORE BE IT RESOLVED, that the following funds be committed to the Maintenance Fund, as of 08/18/2020; and

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

Adopted on a _____ vote by the Swift County Board of County Commissioners the 18th day of August 2020.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker
Swift County Administrator

Fox _____
Peterson _____

Hendrickx _____
Rudningen _____

Pederson _____

Swift County 2021 Initial Budget Workshop

1. County Program Aid
 - a. 2021 - \$600,150
2. Health Insurance – 1% increase
3. Added COVID line item
4. 200-6603 Build Squads/Dog
 - a. Waiting for a possible grant that will help fund that also along with forfeiture funds.
5. 521-6602 – Vehicle Purchase (\$40,000)
6. Parks and Drainage
7. Staffing Changes
 - a. Assessor (4 FTE)
 - i. Will need to hire a FT Appraiser/Assessor
8. Building Costs
 - a. Phased Approach (\$600,000)
 - b. Set up a Maintenance Fund for future building projects
9. SWCD
 - a. Same as 2020
10. Board Discretionary
 - a. 50,000

Budget review by the County Board of Commissioners

- **August 18th budget will be submitted for initial review by the board**
 - **September 15th the board needs to approve preliminary budget and level**
 - **December 1st TNT meeting**
 - **December 15th, deadline to set final levy**
-



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Request for approval for Coronavirus Relief Funds for the organizations below	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The CARES Act Team met on August 4th. They discussed the process and procedures of this teams committee. Kim Saterbak and Kelsey Baker would approve the allocations for the townships, if requested. Any other request for allocation, would be funneled through the team. They set up a Slack site where they can all review the information. Included in this request are the applications for Countryside Public Health (already has an allocation), and 6W Community Corrections. The teams committee has reviewed both of these and think it is acceptable use to providing CRF to these organizations. Countryside Public Health request: \$106,200 6W Community Corrections request: \$6,668.57 The other applications included in the bills are the City of Holloway, Clontarf Township and Swift County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING: CRF Allocations.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

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: Swift County HRA Board of Commissioners is requesting authorization to levy a special benefit tax for 2021.	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: The HRA intends to use the special benefit tax for agency expenses and an initial deposit to the Local Housing Trust Fund. The HRA is requesting \$176,000; which is the same as 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? no	

Budget Information

FUNDING:

Review/Recommendation

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

RESOLUTION (20-08-33)

**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 2021 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 18th day of August 2020.

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

Resolution 2020-07-20

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 2021 administrative budget and authorizes a request for a levy of a special benefit tax for taxes payable in 2021 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 20th day of July, 2020


Susan Hauer – Board Chairperson

Attest:


Victoria Syverson - Executive Director



Request for Board Action

BOARD MEETING DATE:
August 18, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Swift County RDA Board Members are requesting authorization to levy a special benefit tax for 2021.	
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: The RDA intends to use the special benefit tax for agency expenses. The RDA is requesting \$145,000; which is a \$28,000 increase over 2019	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Swift County RDA met on August 14, 2020 and approved the request on a 7-0 vote with 1 member absent.

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.

**RESOLUTION
REQUESTING THE SPECIAL BENEFIT TAX FOR 2021
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY**

Motion by Member Tom Walsh

Seconded by Member Stephanie Hienzig

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$145,000 within the RDA's area of operation; and

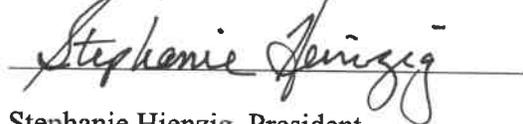
WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

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 2021 within the Authority's taxing jurisdiction in the amount of \$145,000.

Adopted on a 7-0 vote (1 member absent) by the Swift County RDA Board Members on the 14th day of August 2020.

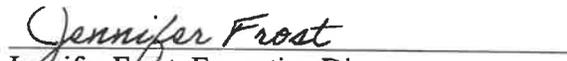
Swift County RDA Board Officer



Stephanie Hienzig, President

Name, Position

ATTEST:


Jennifer Frost, Executive Director

	2021 Budget
Income	
4020 Interest Income-Fin Inst	\$ 660
4025 Interest Income-Loans	\$ 2,000
4050 Tax Settlement	\$ 145,000
4075 Other Income (One-Time)	\$ 8,000
Other Income - Restricted Grants	\$ 74,000
Total Income	\$ 229,660
Gross Profit	
Expenses	
6000 Office Expenses	\$ 1,000
6050 Postage	\$ 50
6075 Printing	\$ 1,200
6100 Computer Services	\$ 600
6300 Advertising/Promotion/Marketing	\$ 2,000
6600 Telephone	\$ 1,500
7200 Professional Fees	\$ 9,000
7300 Filing Fees	\$ 250
7350 Dues & Subscriptions	\$ 4,000
7375 Registrations	\$ 2,000
7500 Miscellaneous	\$ 200
7550 Special Projects	\$ 2,000
7600 Bank Charges	\$ 100
7700 Investment Expense	\$ 2,800
8000 Insurance	\$ 2,750
8300 Travel - Staff	\$ 3,500
8350 Travel - Board	\$ 500
8375 Board Mtg Expenses	\$ 5,400
County Payroll Reimbursement	\$ 184,000
Total Expenses	\$ 222,850
Net Operating Income	\$ 6,810
Increase	28,000.00
Resolution Rate .01813%	0.0052%

2020 issues

- Do we want to move One-Time funds to Covid-Response?
- What would this look like? RFP for temp help? Create a position?
- Use of for grants for businesses?
- We need staff help to run grant program with CARES funds and/or
- We need staff help to do office management, webpage, communications, economic recovery coordination...

RESOLUTION (20-08-34)
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 \$145,000 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 2021 budget and consents to the levy of a special benefit tax for taxes payable in 2021 within the Authority's taxing jurisdiction in the amount of \$145,000

Adopted on a ___ vote by the Swift County Board of County Commissioners the 18th day of August 2020.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker
County Administrator

Fox
P. Peterson

Hendrickx
Rudningen

E. Pederson