

Notice & Agenda

Swift County Board of Commissioners

Tuesday, January 16, 2018

9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the December 29, 2017 Regular Meeting
	3	(2) Minutes from the December 29, 2017 Executive Meeting
	4-6	(3) Minutes from the January 2, 2018 Regular Meeting
	7-22	(4) Consider approving a contract between Kandiyohi County and Swift County for the Operation of a Household Hazardous Waste Management Program
	23-26	(5) Consider approving Swift County Agriculture Inspector Annual Report and Work plan Summary for 2018
	27	(6) Consider approving an appointment to the Swift County Extension Committee
	28-36	(7) Consider approving Human Services Annual Contract
	37-38	(8) Consider approving new Fee Schedule for Sheriff's Office
	39-45	(9) Consider approving the Text-to-911 Memorandum of Understanding
	46-47	(10) Consider approving solid waste abatement for parcel 20-0034-000
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:26 a.m.		Mike Johnson, Parks and Drainage, Wetlands
	48-50	Consider approving permission to apply for State and Federal Off-Highway Vehicle Grants
9:30 a.m.		Sheriff John Holtz
	51-53	Consider approving bid for squad car purchase
	54-58	Consider approving contract between Swift County Sheriff's Office and City of Appleton
9:45 a.m.		Catie Lee, Human Services
	59-64	Monthly Update
10:05 a.m.		Other Business
	None	Discussion on funding for RDC
10:15 a.m.		Recess
10:30 a.m.		Building Discussion
	None	Discussion on Priorities of building projects
	None	Discussion on 6W location
	None	Discussion on GROW building
12:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

December 29, 2017

Chairman Rudningen called the meeting to order at 9:05 AM with all present. Also in attendance were County Administrator Kelsey Baker and County Auditor Kim Saterbak.

Chairman Rudningen requested the addition of bills to the list and the removal of Sheriff John Holtz's Update from the agenda. There were no other changes or additions.

12-29-17-01 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the agenda as amended. Motion carried unanimously.

12-29-17-02 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the Consent Agenda which consisted of: (1) Approval of Minutes from the December 19, 2017 Regular Meeting, (2) Approval of a premises permit application for gambling for Benson Hockey Association for the Swift Falls Bar located at 203 Danelz Ave, Benson (Swift Falls), MN 56215, and (2) Approval of a resolution in support of the maintenance of local license bureaus. Motion carried unanimously.

12-29-17-03 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$704,035.08; Solid Waste: \$13,363.93; Road and Bridge: \$31,731.67; County Ditches: \$1,725.00; and Human Services: \$91.26 which includes the following bills over \$2,000: Ascheman Oil, \$19,033.69; IdVille, \$3,203.33; Northern Lights Trail Snowmobile Club, \$19,045.93; Pictometry International Corp., \$2,552.50; ServiceMaster, \$2,775.00; Soil Conservation Office, \$8,000.00; Sussner Construction, Inc., \$651,740.85; Swift County HRA, \$5,357.14; Three D Specialties, \$2,284.16; Waste Management of Northern Minnesota, \$9,663.68; and Ziegler, Inc., \$4,455.71. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on the Building Committee. Commissioner Hendrickx reported on Southern Prairie Community Care and AMC. Commissioner Fox had no report. Commissioner E. Pederson reported on DAC. Commissioner Rudningen reported on Prairie Lakes Youth and Emergency Services Radio Board.

Administrator Baker updated the board on building projects, the Blandin Community Leadership training, a board group picture, and the Administrator's schedule.

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

Auditor Saterbak requested approval to authorize transfer of bond fund proceeds from the Debt Service fund to the Capital Projects fund.

12-29-17-04 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the resolution. Motion carried unanimously.

Auditor Saterbak further requested approval to authorize transfer of funds from the Capital Projects fund to the General Revenue fund.

12-29-17-05 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the resolution. Motion carried unanimously.

Auditor Saterbak further requested adoption of the final 2018 Swift County Budget and Levy with the addition of the Debt Service fund.

12-29-17-06 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the request. Motion carried unanimously.

Administrator Baker presented an updated 2018 Work Plan. A short discussion was held.

12-29-17-07 Commissioner Hendrickx moved and Commissioner Fox seconded to move to closed session to evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statutes, Section 13D.05, subdivision 3 for a scheduled annual performance review of County Administrator Kelsey Baker. Motion carried unanimously.

The regular session recessed to closed session at 9:34 AM.

The meeting reconvened to regular session at 10:14 AM.

It was noted by the Chair that Administrator Baker had a favorable 2017 performance review in the closed session.

12-29-17-08 Commissioner Fox moved a resolution and Commissioner P. Peterson seconded to approve increasing the Administrator's salary by 2.0% on January 1, 2018, in line with the non-union group, and moving the Administrator 1 step on her anniversary date of March 21, 2018 as specified in the resolution.. Motion carried unanimously.

12-29-17-09 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 10:16 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
December 29, 2017

Date convened: Friday, December 29, 2017

Time Convened: 9:36 AM

Time adjourned: 10:14 AM

Members Present: Commissioners Fox, Hendrickx, E. Pederson, P. Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Kelsey Baker

Purpose: To evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statue 13D.03, Subd 3 for a scheduled annual performance review of County Administration Kelsey Baker.

Chairman Rudningen called the executive session to order at 9:36 AM with all members present as well as County Administrator Kelsey Baker. The Board reviewed the Commissioners' evaluation forms and gave verbal feedback to Ms. Baker on her performance to date. The review was favorable.

Chairman Rudningen adjourned the Executive Session at 10:14 AM

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

SWIFT COUNTY BOARD MINUTES

January 2, 2018

County Auditor Kim Saterbak called the organizational meeting to order at 9:01 AM with all Commissioners present as well as Administrator Kelsey Baker, County Attorney Danielle Olson, and Amanda Ness.

Auditor Saterbak asked for nominations for Chair of the Board.

01-02-18-01 Commissioner Fox moved and Commissioner Hendrickx seconded to approve retaining Commissioner Rudningen as Chair and Commissioner E. Pederson as Vice-Chair for 2018. Motion carried unanimously.

Chairman Rudningen asked if there were any changes to the agenda. There were none.

01-02-18-02 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the agenda as presented. Motion carried unanimously.

01-02-18-03 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Consent Agenda which consisted of: (1) Approval of County Policies. Motion carried unanimously.

01-02-18-04 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$22,681.95; Solid Waste: \$6,997.21 which includes the following bills over \$2,000: Association of Minnesota Counties, \$7,999.00; Briggs & Morgan, P.A., \$2,000.00; Geyer Recycling, \$5,980.00; and MN Counties Computer Cooperative, MI 3, \$2,360.00. Motion carried unanimously.

There were no board or committee reports.

There was no administrator report.

Chairman Rudningen asked for citizens comments. There were none.

01-02-18-05 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adopt the 2018 Board Committee Representatives, Advisory Committee Representatives, and Joint Ditch Board Representatives as on file in the County Auditor's Office. Motion carried unanimously.

01-02-18-06 Commissioner Fox moved and Commissioner P. Peterson seconded to appoint Dr. A. Quinn Strobl as the County Medical Examiner for 2018 and may be supported by the Anoka County staff in the Anoka County Medical Examiner's Office. Motion carried unanimously.

01-02-18-07 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve setting the 2018 County Board meetings as follows: 1st Tuesday of the month at 9:00 AM and 3rd Tuesday of the month at 9:00 AM, with these exceptions: June 19, 2018 9:00 AM meeting will be moved to 5:00 PM for the Board of Equalization; and the December 4, 2018 9:00 AM meeting will be moved to November 28, 2018 at 5:00 PM for the TNT Hearing. Starting in May 2018, the Swift County Board of Commissioner's meetings will be held at 301 14th St N in Benson, Minnesota. The board will also hold the following special meeting: December 28, 2018 at 9:00 AM for the end of the year. Motion carried unanimously.

01-02-18-08 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve setting the 2018 mileage reimbursement rate at the IRS rate of 54.5 cents per mile. Motion carried unanimously.

01-02-18-09 Commissioner Hendrickx moved and Commissioner Fox seconded to adopt the Kerkhoven Banner as the County's official newspaper for 2018 with the Swift County Monitor News as the secondary paper. Motion carried unanimously.

01-02-18-10 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the County Treasurer, Sheriff, Attorney, and Commissioners as the Elected Officials designated to attend the annual conferences for their offices. Motion carried unanimously.

01-02-18-11 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the 2018 bounties as follows: pocket gopher bounty paid to the township as \$3.00 per gopher when the township pays a minimum of \$5.00 per gopher or \$2.00 per gopher when the township pays less than \$5.00 per gopher and the 2018 beaver bounty of \$100 for beaver in season and \$100 for beaver out of season in designated ditches only with the approval of the Parks and Drainage Supervisor. Motion carried unanimously.

01-02-18-12 Commissioner Hendrickx moved and Commissioner Fox seconded to approve allocating the cost of the County Attorney's services for Human Services to the Welfare Fund. Motion carried unanimously.

01-02-18-13 Commissioner Fox moved and Commissioner E. Pederson seconded to approve a resolution setting the corporate signatures for 2018. Motion carried unanimously.

01-02-18-14 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve a resolution for the designation of corporate depositories for 2018. Motion carried unanimously.

01-02-18-15 Commissioner Hendrickx moved and Commissioner Fox seconded to approve a resolution on the definition of employee for purposes of Workers Compensation. Motion carried unanimously.

01-02-18-16 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve a resolution setting 2018 wages of elected officials. Motion carried unanimously.

01-02-18-17 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the County Engineer 2018 cost of living increase of 1.0%. Motion carried unanimously.

01-02-18-18 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the appointment of Gene Meyer to the Upper Minnesota Watershed District. Motion carried unanimously.

01-02-18-19 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the 2018 AMC policy committee assignments and delegate appointments. Motion carried unanimously.

01-02-18-20 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn the meeting. Motion carried unanimously.

Meeting adjourned at 9:18 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

DRAFT



Request for Board Action

BOARD MEETING DATE:
January 16, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a contract between Kandiyohi County and Swift County for the Operation of a Household Hazardous Waste Management Program from 1/1/2018 to 12/31/2022.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Swift County Environmental Services and Kandiyohi County's HHW Contract establishing a HHW Program according the guidelines and procedures established by the Minnesota Pollution Control Agency (MPCA).	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: Capital Improvement – 2017 & 2018
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Review/Recommendation

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

Board Action

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

**Contract between
Kandiyohi County
and
Swift County
for the
Operation of a Household Hazardous
Waste Management Program**

RECITALS

1. The Minnesota Pollution Control Agency is required by Minn. Stat. 115A.96 to establish a statewide program to manage Household Hazardous Wastes (HHW). The term "State" is used to identify the entity responsible for managing the state-wide HHW program throughout the Contract.
2. Minn. Stat. 115A.96, subdivision 3, provides that the statewide program may be provided directly by the State or by contract with public or private entities.
3. The Sponsoring Organization has established a contract with the State. The Co-Sponsoring Organization wishes to participate in the statewide HHW program in order to further the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Co-Sponsoring Organization's Solid Waste Management Plan.
4. A Management Facility will accept HHW and may also accept Very Small Quantity Generator wastes and Other Program Wastes in accordance with the terms set forth in this Contract.
5. The parties wish to allocate the duties, risks and responsibilities resulting from the operation of the Local and Regional Programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Kandiyohi County and Swift County enter into the following Contract:

1.0 PARTIES

The parties to this Contract are:

- 1.1. The Sponsoring Organization, Kandiyohi County (hereinafter "SO") and
- 1.2. The Co-Sponsoring Organization, Swift County (hereinafter "CO")

2.0. INTRODUCTION

This is a Contract between the SO and CO describing the terms under which a Local Program and a Regional Program shall establish and operate a HHW Program according to guidelines and procedures established by the Minnesota Pollution Control Agency (MPCA) and all other laws, rules and regulations. The Local Program shall be funded with the limitations and conditions of this Contract.

3.0 DEFINITIONS

Terms as used in this Contract shall have the following meanings:

- 3.1 Authorized Facility or Authorized Facilities. A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste.
- 3.2 Authorized Transporter or Authorized Transporters. A transporter or transporters authorized by the MPCA to transport Program Wastes to Authorized Facilities in accordance with Section 4.4.3 of the MPCA/SO Contract (Attachment).
- 3.3 Co-Sponsoring Organization ("CO"). The political subdivision or other entity listed in Section 1.2 of this Contract. A county or other governmental unit located partially or completely within the Service Area or Regional Program that has signed an agreement for participation in the Program.
- 3.4 ID Number. The site-specific number a generator must obtain from the MPCA prior to transportation, treatment, storage or disposal of any hazardous waste.
- 3.5 Event Collection. A method intended to collect Program Waste from eligible persons and to educate participants on proper hazardous waste management. An Event Collection involves a site temporarily designed and set up to safely and efficiently collect and package waste for disposal or exchange.
- 3.6 Financial Agreement. The agreement between the State and a Sponsoring Organization that contains the terms to transfer funds from the State to the Regional Program.
- 3.7 Hazardous Waste. Waste as defined in Minnesota Statutes, Section 116.06, subd. II.
- 3.8 Household. Household as defined in Minnesota Statutes Section 115A.96, subd. I (a).
- 3.9 Household Hazardous Waste (HHW). Waste as defined in Minnesota Statutes, Section 115A.96, subd. I (b).
- 3.10 Local Management Facility (Local Household Hazardous Waste Management Facility). The portion of the Local Program that consists of one or more Management Facilities operated by the CO, whether directly or by contract.
- 3.11 Local Program (Local Household Hazardous Waste Management Program). The household hazardous waste program operated by a CO, which includes a household hazardous waste education and waste reduction program for Local Program residents and which may include a Local Management Facility.
- 3.12 Local Service Area. The geographic area within which the CO provides a Local Program, which shall be as follows: Swift County.
- 3.13 Management Facility. One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Waste for collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.
- 3.14 Minnesota Universal Waste. Hazardous waste defined by the Minnesota Pollution Control Agency that may be managed in accordance with the alternate management standards of the Minnesota Pilot Project for Special Waste Management or the Universal Waste Rules developed by the MPCA.
- 3.15 Other Program Wastes. Wastes, other than HHW and VSQG Waste, which may be accepted and managed at a Management Facility and commingled with HHW pursuant to Section 4.3.2.2. of this Contract.

- 3.16 Program Wastes. Wastes that may be accepted at a Management Facility, including HHW, VSQG Waste and Other Program Waste.
- 3.17 Reciprocal Use Agreements. Agreements entered into by the SO allowing use of a Regional Management Facility for Program Waste generated outside the Regional Service Area, or by the CO with the consent of the SO allowing use of a Local Management Facility for Program Waste generated outside the Local Service Area. Such Agreements shall provide the terms and conditions of the use of the Management Facilities, including any fees charged.
- 3.18 Regional Management Facility (Regional Household Hazardous Waste Management Facility). The portion of the Regional Program that consists of one or more Management Facilities operated by the SO, whether directly or by Contract.
- 3.19 Regional Program (Regional Household Hazardous Waste Management Program). The Program or services provided by a SO and at least one CO acting jointly through an agreement to manage a Program. Any or all components of the Regional Program may be provided by the SO directly or by the CO through the Local Programs within the Regional Service Area.
- 3.20 Regional Service Area. The geographic area within which the SO provides a Regional Program.
- 3.21 Sponsoring Organization (SO) or Regional Sponsor. The lead county or governmental unit of a Regional Program that has a contract with the State to operate a Program.
- 3.22 State/SO Contract. The Contract, including exhibits, between the State and Sponsoring Organization for the Operation of a Household Hazardous Waste Management Program for the period ending December 31, 2022, included as an Attachment and made a part of this Contract, together with any subsequent amendments.
- 3.23 State Contract or State Contracts. Contracts entered into by the State and made available for the management of Program Wastes. Such contracts include but are not limited to State of Minnesota Hazardous Waste Management Contracts; Fluorescent/HID Lamps, Ballasts and Mercury Products: Recycling and Disposal Contract; the Electronic and Electronic Component Recycling and Waste Management Contract; the used Oil, Filter, Sorbent and Antifreeze Management Contract; and any other contract entered into by the State to manage Program Waste.
- 3.24 State Contractor Services. Waste management services which are performed for Local Program and/or Regional Program activities and made available by the State through its contracts with waste management firms. Waste management services include supplying materials, receiving and sorting Program Waste, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 3.25 State Hazardous Waste Rules. The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.
- 3.26 State's Authorized Transporter. A transporter authorized to provide transportation services pursuant to a State Contract or another contract authorized by the State's Authorized Representative for transportation or management of Program Wastes.
- 3.27 VSQG or Very Small Quantity Generator. A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules pt. 7045.0206, and who has not lost generator VSQG status due to quantity of generation or overaccumulation.

- 3.28 VSQG Waste. Hazardous waste generated by a business that is defined as a VSQG in accordance with Minn. Rules pt. 7045.0206.

4.0 HOUSEHOLD HAZARDOUS WASTE PROGRAM OPERATION

4.1 Organization and General Requirements

- 4.1.1 Goal. The goal of the Regional Program is to provide environmentally sound and safe management options for Program Wastes and to encourage, to the extent feasible, reuse, recycling or safe home disposal of Program Wastes.
- 4.1.2 Local Program Requirements. The CO agrees to establish and operate a Local Program in accordance with the conditions and requirements set forth in this Contract and attachments, and all applicable statutes, rules, and regulations.
- 4.1.3 Regional Program Requirements. The SO agrees to establish and operate a Regional Program in accordance with the conditions and requirements set forth in this Contract and attachments, and all applicable statutes, rules, and regulations. The SO will serve as the liaison between the CO and the State.
- 4.1.4 Reciprocal Use Agreements. The CO may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the Management Facilities. The CO may enter into a Reciprocal Use Agreement with a county or governmental entity outside of the State of Minnesota provided the following information is maintained by the CO and made available to the State upon request: contact information for the governmental entity; date or time frame for services provided; type and quantity of waste collected; and specific container numbers for all containers holding waste.
- 4.1.5 Notification of Program Changes. The CO shall notify the State and SO within 30 days of changing of the Program elements listed in Exhibit B of the State/SO Contract (Attachment). Notification requirements for all temporary and event collection activities shall be submitted at least 30 days prior to the event. The CO may use the forms in Exhibit B of the State/SO Contract, to provide notification information.
- 4.1.6 Financial Arrangements.
The SO is responsible for fulfilling its reporting and financial obligations to the CO, and to the State in accordance with the Financial Agreement between the MPCA and Regional HHW Program.
The CO is responsible for fulfilling reporting and financial obligations to its SO in accordance with Section 4.1.6 of this Contract.
- 4.1.6.1. CO Funding from SO. The SO agrees to provide to the CO funding it receives from the State subject to terms and conditions set forth in this Contract, for services and items used to properly conduct Local Program activities. No payments will be made for expenses incurred for services or items not allowed under this Contract. Before the SO will authorize payments within the limits of this Contract, the CO must properly bill the SO as provided in this Contract.
- 4.1.6.2. Stipend for CO. The SO agrees to provide the CO with a monthly stipend of \$200.00 to conduct Local Program activities, based on the participation in the

Local Program per calendar month. The CO must have executed a contract with the SO to operate a Local Program by the end of a calendar month to be eligible for the operational stipend for that month.

- 4.1.6.3. Disposal Cost Reimbursement. The SO will reimburse the CO for Event Collection disposal costs, where Contractor Services are used at the Event Collection, according to the following formula:

Households Participating in CO Event Collections x the Annual Waste Management Fee per Household paid by the State.

The CO will pay for the Contractor Services, and the SO will reimburse the CO after the State funds are received.

- 4.1.6.4. Personal Protective Equipment and Supplies. The CO shall pay 100 percent of the cost when the SO provides personal protective equipment and supplies for the CO.

- 4.1.6.5. Local Program Use of Regional Facility. The CO agrees to pay the CO's prorated share of the cost of disposal of all Program Wastes disposed of at the Regional Facility, which is billed directly to the SO by the Contractor. The CO will be billed twice yearly for this cost.

- 4.1.6.6. Administrative Fee. The CO agrees to pay the SO an administrative fee for operating the Regional Program. This fee shall be \$2,000.00 per year. The SO will bill the CO for the administrative fee annually.

- 4.1.6.7. Unspecified Expenses. All expenses incurred by the CO in operating the Local Program as required under this Contract, excluding those for which the SO will provide payment pursuant hereto, shall be paid by the CO.

- 4.1.6.8. Available Funding. Local Program funding from the SO is contingent upon available State funding for Local Program activities, and the SO shall have no obligations to provide funds to the CO unless it has received such funds from the State. The State shall not, in any case, be obligated to provide any funds to the CO. Therefore, no minimum payment is guaranteed by the SO.

- 4.1.7 Annual Reporting. In addition to any other reports under other agreements, the CO shall submit to the SO annual report information by February 1 of each year. The report shall include Local Program information related to the operational, financial and educational aspects of the CO's HHW Program. The SO shall provide the forms and send them to the CO.

- 4.1.8 Record Keeping. The CO shall maintain records concerning the Local Program in accordance with Section 5.13 of this Contract and make such records accessible to the SO and the State.

- 4.2. Education and HHW Reduction Program. The CO shall operate an education and waste reduction program in consultation with the SO and the State and in accordance with Minnesota Statutes,

Section 115A.96, subdivision 6 (a). The purpose of the program is to assist and inform the public concerning the proper management, identification and reduction of Program Wastes.

4.2.1 Allocation of Duties Related to HHW Education

SO Duties:

- a. Assist CO in forming a HHW Education Program.
- b. Coordinate the availability of or provide promotional materials that describe program operational information and information on waste management and reduction.
- c. Make available to the CO educational materials and activities developed by the State and SO.

4.2.2 CO Duties:

- a. The CO shall promote identification and proper management of program Wastes and methods of waste reduction, utilizing local media and other avenues the CO and SO deem appropriate.
- b. The CO shall provide telephone advice for the Local Service Area utilizing the State's Telephone Advice Guidance Manual.

4.3. Management Facility Operations.

4.3.1 Waste Acceptance and Management. Management Facilities shall be operated to accept and manage Program Wastes in accordance with this Contract and attachments, all applicable rules, regulations, standards, contractual and permit requirements.

4.3.2 VSQG and Other Program Wastes. The CO may collect, store and manage the VSQG Wastes and Other Program Wastes listed below upon obtaining all applicable government approvals and with consultation and written approval of the SO. The CO may commingle said wastes with HHW and manage said wastes under the ID Number acquired by the State, if the wastes are managed in accordance with this Contract and attachments and all applicable rules, regulations, permits and policies.

4.3.2.1. **VSQG Wastes.** VSQG Wastes as defined in parts 3.27 and 3.28 of this Contract.

4.3.2.2. **Other Program Wastes.** The following Other Program Wastes may be accepted, commingled with HHW, and shipped under the State's ID Number:

- HHW generated outside the Local Service Area and which is accepted in accordance with Minn. Rules pt. 7045.0310, subp. 6;
- Abandoned wastes that the CO agrees to manage;
- Minnesota Universal wastes, as determined by the MPCA, including but not limited to: fluorescent or high-intensity discharge lamps, mercury-containing devices, cathode ray tubes, PCB ballasts or capacitors, electronics and batteries;
- Waste pesticides not generated by a household; and

- Latex wastes, used oil and used oil filters and any other wastes managed by the State's Authorized Transporter or another transporter authorized pursuant to the State/CO contract.
- 4.3.2.3. Non-Household Hazardous Waste. The Local Program shall not accept non-household Hazardous Waste, except for VSQG wastes or Other Program Wastes set forth in Section 4.3.2.2 of this Contract. Nothing in this Contract is intended to preclude the collection, management or storage of waste other than Program Waste at the Local Management Facility; provided that the CO neither commingles the waste with Program Waste nor uses the State's ID Number when shipping said waste.
- 4.3.3 Approval to Store Waste More than 90 Days or Receive Waste from Another Management Facility. The CO, in consultation with the SO and in accordance with Minn. Rules pt. 7045.0310, subp. 6, may request approval from the State to store Program Wastes for greater than 90 days or to accept Waste from a Management Facility at its Local Management Facility. The CO shall use the forms included in the Attachment, Exhibit C of the State/CO Contract, "Acceptance of HHW from Another HHW Collection Site or For Storage of HHW for Greater Than 90 Days", to provide the required information to the State. The CO shall not store Program Waste for more than 90 days and/or accept Program Waste from another Management Facilities until approval has been received from the State.
- 4.3.4 Alternative Management of Program Waste. The CO, in consultation with the SO and in accordance with Minn. Rules pt. 7034.0310, subp. 7, may request State approval to treat Program Waste on site or to manage Program Waste at a facility not regulated pursuant to Minn. Rules pts. 7045.0208, subp.1, to 7045.0310 (alternative management facility). The CO shall not treat Program Waste on site or deliver Program Waste to an alternative management facility unless authorized pursuant to the Attachment, Exhibit D of the State/SO Contract, "Approval of On-Site Treatment or Alternative Facility Management Methods".
- Treatment and alternative facility management methods which do not require approval of the State are: bulking of paints (including paint in aerosol containers), solvents, fuels, adhesives, used or waste oil and antifreeze; management of any waste that does not exhibit the characteristics of or is not listed as a hazardous waste under the rules; and any specific management method previously approved by the State for the Program.
- 4.3.5 Required Equipment and Inspections. In accordance with this Contract and attachments and applicable regulations, the CO shall arrange for the provision, inspection, maintenance and record keeping for all the safety equipment, personal protective equipment and other equipment necessary for Local Management Facility operations.
- 4.3.6 Closure. The CO is responsible for proper closure of a Local Management Facility in accordance with all applicable rules and regulations, and this Contract and attachments. If

approval to accept and store waste has been received pursuant to Section 4.3.3 of this Contract, the CO shall arrange for the proper closure of the Local Management Facility in accordance with the terms of said approval.

4.3.7 Allocation of Specific Duties

SO Duties:

- The SO shall accept Program Waste at the Regional Management Facility. The Regional Management Facility shall accept Program Waste collected at a Local Management Facility and may accept Program Waste delivered directly by a waste generator. The SO may restrict the types of Program Waste accepted at the Regional Management Facility upon written notice to the CO.

CO Duties:

- Procurement of all necessary safety equipment, personal protective equipment and other equipment for Local Facility operations, as required herein and as outlined in Exhibit A of the State/SO Contract;
- Designate staff or Local Facility Activities;
- Ensure that all staff performing duties related to Local Facility activities are properly qualified and trained. The CO shall provide the MPCA with the names, qualifications and duties of all staff involved in Local Facility activities before they begin performing such activities; and
- Encourage the exchange of usable products.

4.4. State Provision of ID Numbers for Management Facilities

4.4.1 State Acquisition of ID Numbers and Tracking. The CO may request the State to complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the State for each Local Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility and managed by an authorized transporter.

4.4.2 Cancellation or Reassignment of ID Numbers. If this Contract is not renewed or is canceled by either party and the CO continues to operate a Management Facility, the CO and its contractor shall cease to use the ID Number acquired by the State. If hazardous waste will no longer be manifested from the Management Facility, the State will cancel the ID Number. If the CO plans to continue to manifest hazardous waste from the Management Facility, the CO shall, within seven days of cancellation or non-renewal, submit a "Subsequent Notification" form to the entity authorized to assign ID Numbers. The CO shall provide to the State documentation of receipt of confirmation that the ID Number has been reassigned within thirty days of receipt.

4.5. Manifesting

- 4.5.1 Manifest Signature. If the CO signs manifests, it shall provide documentation to the SO and State demonstrating that its staff and its contractor staff have been certified by their employer to sign manifests in accordance with DOT regulations 49 CFR 172.704. The CO shall also provide documentation to the SO and State demonstrating that its staff and contractor have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. For all CO staff currently signing manifests on behalf of the State, this documentation shall be submitted within six months of the effective date of this Contract. Documentation can be a letter from the employer that confirms that staff are certified and trained. Documentation shall be maintained in accordance with Section 4.1.8 of this Contract. Authorization for new staff to sign manifests will become effective after the State receives documentation of training.
- 4.5.2 Manifest Tracking. The CO shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Section 5.13 of this Contract. The CO shall notify the State if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules pts. 7045.0351 through 7045.0397. If a Management Facility is privately operated, the CO shall include a provision in its contract with the private operator that requires the operator to notify the State if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules pts. 7045.0351 through 7045.0397.

4.6. Contractor Services

- 4.6.1 Waste Transportation and Disposal. In accordance with the State/CO Contract, the State, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State's Authorized Transporter. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, this Contract and exhibits. The State shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession on the State's Authorized Transporter that has a contract with the State of Minnesota and any time thereafter, to avoid liability to the SO and any COs.
- 4.6.2 State Contractor Services. Pursuant to the State/SO Contract, the State makes available State Contractor Services and requires the State Contractor to meet the conditions and requirements set forth in the State Contract and the State/SO Contract. Except as may be provided in other agreements between the parties, the CO shall pay for the cost of State Contractor Services in accordance with the terms of the State Contract.
- 4.6.3 On-site Contractor Services. The CO may use Non-State Contractor services for the operation of a Management Facility.

4.7. Waste Management Contracts

- 4.7.1 In accordance with the State/SO Contract, the State agrees to include a clause in any waste management contract developed for use by the Program indemnifying and holding the

State, SO and any CO harmless for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the contractors, its agents, employees or sub-contractors or obligations assumed by the contractor in said contract.

- 4.7.2 In accordance with the State/SO Contract, the State shall investigate and resolve matters related to the failure of waste management contractors to perform contract services in accordance with the terms of the waste management contracts, including: The State of Minnesota Hazardous Waste Management Contracts: the State of Minnesota Hazardous Materials: Fluorescent/HID Lamps, Ballasts and Mercury Products: Recycling and Disposal Contract; the State of Minnesota Electronic and Electronic Component Recycling and Waste Management Contract; the State of Minnesota Pesticide Management Contract and any other State of Minnesota Contract identified as a State Authorized Transporter.

4.8. Hazardous Waste Management, Transportation, Recycling and Disposal Facility Use and Authorization.

- 4.8.1 Authorized Facilities and Transporters. The provisions of Section of this Contract shall apply to Program Waste collected pursuant to this Contract that is transported by the State's Authorized Transporter. Use of a State's Authorized Transporter shall constitute use of the agency's authorized transporter or the office's authorized transporters within the meaning of Minn. Stat. 115A.96, subd. 7. If the CO chooses to use a transporter other than the State's Authorized Transporter for the management of Program Waste, the provisions of Section 5.10.2 of this Contract shall not apply to such Program Waste.
- 4.8.2 Additions to the List of State's Authorized Transporters. The State shall be responsible for maintaining the list of the State's Authorized Transporters.
- 4.8.3 Waste Transportation and Disposal. Pursuant to the State/SO Contract, The State, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of the State's Authorized Transporter. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements and this Contract and attachments. The State shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter and any time thereafter, to avoid liability to the SO and CO.

4.9. MPCA Technical Assistance. The CO may request the State to provide the following technical assistance:

- 4.9.1 Education and Waste Reduction Program Training. The State shall make education and waste reduction training and materials available to the CO.
- 4.9.2 Management Facility Operations Training. The State shall provide at least on an annual basis and at no cost to the CO, a training program for all persons who will operate Management Facilities. This training program shall include, at a minimum, initial safety

and health training, annual safety and health refresher training, and hazard categorization and packaging training.

4.9.3 Operational Guidance. The State shall work with the SO to develop generic operational procedures that the CO can use to establish Program-specific standard operational procedures (SOPs).

4.9.4 HHW Telephone Advice Manual. The State shall review and revise the HHW Telephone Advice Manual as changes occur in technical information and make the HHW telephone Advice Manual available to the CO. Other Assistance. At the request of the CO and subject to available resources, the State shall provide the following assistance: review of Management Facility design plans; on-site review of facility operations; technical review of educational materials; and training related to MN Rules Chapter 7045.

4.10. Event Collections

4.10.1 HHW Event Collections. The parties agree that no HHW Event Collection will occur until the CO has complied with all regulations and this Contract and attachments.

4.10.2 Local Event Collection Schedule. The CO shall notify the SO at least 30 days in advance to schedule an Event Collection.

4.10.3 Allocation of Duties for Event Collections

SO Duties:

- Serve as main liaison between MPCA and CO;
- Approve of proposed collection sites that meet MPCA criteria prior to notifying MPCA of intended event collection sites and dates;
- Conduct all Central Coordination tasks listed in the SOP;
- Instruct the CO on Site Coordination tasks as listed in the SOP;
- Provide training for workers who will staff collections;
- Ensure event collections are conducted in accordance with the SOP;
- Compile collection summaries;
- Notify the MPCA of intended collection dates for sites approved by the SO at least thirty days prior to the proposed dates;
- Provide all packaging materials and equipment, personal protective equipment, emergency equipment, and spill control and clean-up equipment and supplies for event collections;
- Provide trained staff to segregate, inventory, package and label waste at collections;
- Provide trained staff to serve as the Safety Officer, On-Site Coordinator, and Project Spokesperson at collections;
- Supply copies of surveys to be distributed at collections; and
- Send summary to the MPCA with annual report.

CO Duties:

- Arrange for the use of collection sites;
- Conduct all Public Relations Coordination tasks as listed in the SOP;
- Conduct all Recycle/Reuse Coordination tasks as listed in the SOP;

- Conduct Site Coordination tasks as listed in the SOP and as instructed by the SO;
- Conduct Worker Coordination tasks as listed in the SOP and as instructed by the SO;
- Provide the number of staff and/or volunteer workers as requested by the SO;
- Provide a forklift or a front-end loader and operator for such equipment if requested by the SO;
- Provide the number of workers as requested by the SO who are medically approved to wear air purifying respirators;
- Publicize and conduct product exchanges in conjunction with a Local Management Facility or a CO event collection. The SOP shall be followed when conducting a product exchange.

5.0. GENERAL CONDITIONS

- 5.1 *Legal Authority.* This Contract is made under the County authority of Minn. Stat. 375.21, 47HOI through 473.834 and 471.59 and Minn. Stat. ch. 400. (Please note: Minn. Stat. 471.59 may not apply in all situations.)
- 5.2 *Authorized Representative and Administrator.* The SO's authorized representative for administering this Contract is Larry Kleindl, Kandiyohi County Administrator. The CO's authorized representative for administering this Contract is Scott Collins, Swift County Director of Environmental Services. Each party agrees to notify the other party in writing if their authorized agent is changed.
- 5.3 *Interpretation of Contract.* This Contract and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.
- 5.4 *Term of Contract.* This Contract shall be effective upon such date as it is fully executed and shall remain in effect until December 31, 2022, unless earlier terminated as provided herein. It is the intent of the parties that termination or expiration of this Contract shall not relieve the parties of the obligations assumed under this Contract that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay cost incurred during the term of this Contract and to defend, indemnify and hold harmless the other party pursuant to Section 5.10.
- 5.5 *Cancellation.* This Contract may be canceled by the SO or the CO, with or without cause, in writing given not less than sixty (60) days before the effective date of the cancellation. If this Contract is canceled, the financial arrangements outlined in Section 4.1.6 will remain in effect for all expenses incurred prior to the effective date of the cancellation, and the CO shall repay to the SO within sixty (60) days after cancellation all amounts owed the SO.
- 5.6 *Assignment.* The parties shall neither assign nor transfer any rights or obligations under this Contract without the prior consent of the other party.
- 5.7 *Compliance with Laws.* All acts performed by the parties under this Contract shall be performed in accordance with all applicable federal, state and local laws.

- 5.8 Dispute Resolution. In the event of noncompliance with the terms of this Contract or a dispute arising under this Contract, the CO and SO agree to attempt to resolve said noncompliance or dispute by the process set forth in Exhibit F of the State/SO Contract.
- 5.9 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed by the same parties who executed and approved the original Contract, or their successors in office.
- 5.10 Liability. It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Contract be governed according to the following provisions:
- 5.10.1. Liability to Third Persons. The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Contract is intended to create a cause of action with respect to any third person, except for rights granted to CO's as third party beneficiaries of Section 5.11 of the State/SO Contract.
- 5.10.2. State Indemnification. The parties acknowledge and agree that the SO and CO are indemnified by the State as provided for in Minn. Stat. 115A.96, subd. 7 (2002). In the event that Minn. Stat. 115A.96, subd.7, is inapplicable to a specific situation, then the parties agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of the Tort Claims Act, Minn. Stat. ch. 466.
- 5.10.3. No Waiver. Nothing in this Contract is intended to waive or limit the provisions of the Tort Claims Act, Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits governmental liability.
- 5.11 Liability between the SO and the CO. The parties agree that they each will be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. The SO therefore agrees that it is responsible for itself, its agents, employees or contractor for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The SO shall defend, indemnify and hold harmless the CO and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorney and professional fee, resulting from the acts of the SO, its agents, employees or contractors, or obligations assumed by the SO in this Contract. For purposes of this paragraph, the CO, the MPCA and The State Contractor shall not be considered to be agents, employees or contractors of the SO.

The CO agrees that it is responsible for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The CO shall defend, indemnify and hold harmless the SO and the MPCA and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, resulting from the acts of the CO, its agents, employees or contractors, or obligations assumed by the CO in this Contract. For

purposes of this paragraph, the SO, the State and the State Contractor shall not be considered agents, employees or contractors of the CO.

5.12 Waiver. If the SO or the CO fails to enforce any provision of the Contract, that failure does not waive the provision or the party's right to enforce it.

5.13 State Audits and Record Keeping. Under Minn. Stat. 16C.05, subd. 5, each party's books, records, documents and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the date created. Under Minn. Stat. 16C.05, subd. 5, the State's books, records, documents and accounting procedures and practices relevant to this Contract are subject to examination by a party and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the date created.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract, intending to be bound thereby:

SWIFT COUNTY

By _____

Title _____

Date _____

KANDIYOHI COUNTY

By

Roger D. Imelito

Title

Rec. Ch.

Date

12.19.17

ATTEST:

By _____

Title _____

Date _____

ATTEST:

By

Mark Thompson

Title

Auditor / Treasurer

Date

12/20/17

Approved as to form and execution by:

COUNTY ATTORNEY

By _____

Title _____

Date _____

COUNTY ATTORNEY

By

Sharon Balcer

Title

Kandiyohi County Attorney

Date

12.20.17

ATTACHMENT

State/SO Contract

Exhibit A. Operational Requirements for HHW Programs

Exhibit B. Notification to the State of HHW Program Activities

Exhibit C. Acceptance of HHW from another HHW Collection Site or For Storage of HHW for Greater Than 90 Days

Exhibit D. Approval of On-Site Treatment of Alternative Facility Management Methods

Exhibit E. State's Authorized Transporters

Exhibit F. Dispute Resolution

Swift County Agriculture Inspector
2018
Annual Report & Workplan Summary

2017 County Agriculture Inspector's Annual Report

INSTRUCTIONS:

County Agriculture Inspector Training		48	Hours
<input checked="" type="checkbox"/> Short Course CAI	<input checked="" type="checkbox"/> Other:		
<input checked="" type="checkbox"/> District Meetings			
Administrative Activity		29	Hours
Record Keeping			
Miles traveled as CAI	<input checked="" type="checkbox"/> Personal Vehicle <input type="checkbox"/> SWCD Vehicle		
Noxious Weed Inspection		179	Hours
No. of Township/City Weed Inspection Tours		39	
No. of Noxious Weed Inspection Tours by CAI		40	
Toured County, State and Township roads several times over the summer and fall months.			
SWCD Interns Recreation Trail Inventory & Biological Control:			Hours
Noxious Weed Control & Violation Follow-up		38	Hours
Was General Weed Notice published by May 15th?	Yes	Cost: \$261.05	
Personal Contact Number of landowner contacts made for voluntary compliance? (personal visit, telephone call, letter or postcard)		Total: 8	
No. of cities with weed & grass control ordinances:	Total: 7		
No. of city notices served under ordinances:	Total: 7		
No. of "Individual Notices" Inspector Notice #1			
Individual Authorization to Control or Eradicate Notice #2			
Individual Authorization to Control or Eradicate Notice #3			

Signature: Thomas Orr
 Co. Ag. Inspectors 1-3-2018

Local Weed Inspector Training- Annual Weed Meeting Attendance		
County	Township	Other: County Employees
Commissioner: 2	Officers: 53	

General Education and Outreach Activity	Hours: 9
County Fair or other display booth	Yes
Other education & outreach activity	Held several leafy spurge collection seminars in county for several other counties, DNR & FWS.

Seed Program Activity	Hours: 7
Number of Seed Inspections:	3
Official seed samples: Total = 19	Legal: 18 Warnings: 1 Violation: 1

Pesticide Program Activity	Hours: 4
Did you monitor applicator license tests? Yes	How many tests? 2
Pesticide program activities:	Exams: 3

Invasive Plant & Biological Control	Hours: 55
Leafy Spurge Flea Beetle requests: 1/ with deposit sites (18)	
Spotted Knapweed Root Weevil requests: _ with deposit site ()	
Purple Loosestrife: 2	

Gravel Pit Inspection Activity	Hours: 23
How many pit inspections?	7
How many violation follow-ups:	2
Gravel pit trainings:	

Percent of time in CAI duties:	100 %
County Agriculture Inspector Program Costs:	\$ 13,500.00

Signature: _____ Date: _____
 Chairperson, Board of Commissioners

Annual Work Plan: Hours for Swift County CAI Position for Fiscal Year 2018

Seed	Hours	Noxious Weed	Hours	Pesticide	Hours	Fertilize	Hours	Gravel Pit	Hours	Invasive Plant & Biological Control	Hours
Seed Sampling	6	Inspection Control (Mapping) Recreation Trails	180	Applicator Testing Waste Pesticide Collection	25			Inspections	20	Biological Control Leafy Spurge Flea Beetles	55
Seed Inspecting			15					Mapping	3		40
Seed Education			10	Applicator License Checks				Education	5	Spotted Knapweed Weevils	
Seed Training			25	Retail Pesticide Inspections				Violation Follow-up	2	Invasive Weed Inventory	5
Seed Violation follow-up	1	Township/City Officer Training	5	Administration				Administration	2	Invasive Weed Education	
Seed Program Administration	2	CAI Training	30	Staff Administration of Tests	25					Interns collecting Leafy Spurge beetles	10
		Administration	28	MDA Representative							
		Plant ID	7								
		Plant Disease & Insect Concerns									
Seed Program Subtotal	9	Noxious Weed Program Subtotal	300	Pesticide Program Subtotal	50			Gravel Pit Program Subtotal	32	Invasive Plant & Biological Control Subtotal	110
Seed Inspection		The CAI's objective is to inspect a sufficient number of seed retail facilities, sample a sufficient number of seed lots, review as many seed advertisements as possible, and take appropriate enforcement action, whenever possible, in order to provide effective and uniform administration of the seed law and rules.									
Noxious Weed		The CAI's objective is to see that all lands within the county are inspected for noxious weeds annually and obtain as high a level of voluntary compliance as possible. Cooperation from local governments in the inspection and enforcement of the noxious weed law is necessary in order to maximize the level of voluntary compliance. If voluntary compliance is not achieved, established enforcement procedures are to be used to obtain uniform compliance with the law in the county.									
Pesticide		The CAI's objective is to assist MDA staff in making sure agricultural chemicals are properly stored, used, and handled. A CAI will assist in the collection of waste pesticides and empty pesticide containers at collection sites within the county. A CAI may assist MDA staff in making sure only properly licensed individuals are applying pesticides within the county. A CAI may inspect retail facilities to make sure only registered pesticides are offered for sale within the county. A CAI may monitor pesticide applicator license tests to make sure pesticide applications within the county are conducted by properly trained and licensed personnel.									

2017 Public Land Treatment for Prohibited Noxious Weeds In Swift County

In accordance with the Americans with Disabilities Act, an alternative form of communication is available upon request: TTY: 1-800/627-3529

Please do the best you can to determine the following data. A summary of this data from all counties provides an important indication of the level of compliance with the noxious weed law on public lands. When compared to previous years, it indicates trends and that information is very important and useful for program planning.

	Miles Roadside Or Acres Noxious Weeds Controlled		Date Mowing Began	Expenses For Noxious Weed Control	
	Mowed	Sprayed		Spraying	Mowing
Townships	Miles: <u>533.5</u> or Acres: _____	Miles: <u>121</u> or Acres: _____		\$ <u>12,793.60</u>	\$ <u>35,004.60</u>
Cities	Miles: _____ or Acres: <u>101</u>	Miles: _____ or Acres: <u>35</u>		\$ <u>6,014.54</u>	\$ <u>75,851.24</u>
County Roads	Miles: <u>460</u> or Acres: _____	Miles: <u>132</u> or Acres: _____	<u>JUNE 1</u>	\$ <u>12,973.00</u>	\$ <u>123,747.00</u>
County Recreation Trails & Timber Parks & Ditches	Miles: _____ or Acres: _____	Miles: <u>2.5</u> or Acres: _____		\$ <u>350.00</u>	\$ _____
MNDOT	Miles: _____ or Acres: _____	Miles: _____ or Acres: _____		\$ _____	\$ _____
MNDNR	Miles: _____ or Acres: <u>7</u>	Miles: _____ or Acres: <u>24</u>	<u>Aug 1</u>	\$ <u>1,700.00</u>	\$ <u>750.00</u>
USFWS	Miles: _____ or Acres: <u>5.8</u>	Miles: _____ or Acres: <u>214</u>	<u>6-19-17</u>	\$ <u>535.00</u>	\$ <u>117.60</u>



Request for Board Action

BOARD MEETING DATE:
January 16, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Extension	REQUESTOR: Stephanie Smith	REQUESTOR PHONE: 320-843-3796
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Appointment of Extension Committee Members. Jess & Tammy Berge, 3 year term; Cindy Evenson, 3 year term; Madeline Giese, 2 year youth term; all starting January 2018. Recommendation made by the Swift County Extension Committee at their meeting on November 24, 2017.	
AGENDA YOU ARE REQUESTING TIME ON: January 16, 2018	ARE YOU SEEKING APPROVAL OF A CONTRACT? XXX
IS THIS MANDATED? XXX	EXPLANATION OF MANDATE: XXX
BACKGROUND/JUSTIFICATION: A county must have an Extension Committee. The committee must have nine members, with the option to also appoint two youth members for a total committee of 11. Two members must be county commissioners appointed by the county board. The county auditor or the auditor's designee must be a member. Six adult members must be appointed at large by the county board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? XXX	

Budget Information

FUNDING: Per Diems/Mileage for Committee Meetings, Trainings, etc.
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Review/Recommendation

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

Board Action

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



Request for Board Action

BOARD MEETING DATE:
January 16, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approve Annual Human Services Contract			
AGENDA YOU ARE REQUESTING TIME ON: Regular board		ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes	
IS THIS MANDATED? Most are		EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the Contract	
BACKGROUND/JUSTIFICATION:			
Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
Access North Homes	Semi-Independent Living Services	1/1/18-12/31/18	No Change
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?		Click here to enter text.	

Budget Information

FUNDING: Annual Budget

Review/Recommendation

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

**Swift County Human Services
Purchase of Services Agreement**

2018

902

Swift County Human Services, 401-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Agency" and Access North Center, 606 NW 6th Street, Brainerd, MN 56401, hereinafter referred to as the "Contractor"; enter into this agreement for the period of **January 1, 2018 to December 31, 2018**, regardless of signature dates.

WHEREAS, the Contractor is an organization licensed under 9525.0500 to 9525.0660 or an approved vendor certified by the Department of Human Services to provide Semi-Independent Living Services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes 256.0112 wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

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

I. CONTRACTOR'S DUTIES

- A. As MN Statutes allows, the Agency agrees to purchase and the Contractor agrees to furnish Semi-Independent Living Services.
- B. The Contractor agrees to provide:
 - 1. An explicit description of the services to be provided;
 - 2. A description of the staffing including job descriptions and professional qualifications of personnel;
 - 3. An organization chart;
 - 4. The number of program participants;
 - 5. Program content; and
 - 6. Program budget
- C. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchase Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of said contract.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. Reimbursement shall be made on the basis of 100 percent of the full cost of services to eligible clients – within waived services guidelines.
- B. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- C. Purchased Services will be provided at clients' individual housing locations.
- D. The Contractor agrees to provide an exposition of the staffing including job descriptions, staffing patterns and professional qualifications of personnel.

III. ELIGIBILITY FOR SERVICES

- A. The Agency shall have responsibility for determining the eligibility of any person in need of services and for whom the provisions of this Contract would apply. The Agency will also ensure that a Release of Information document is completed to permit mutual exchange of information between the Contractor and the Agency in those cases requiring such disclosure.
- B. The Contractor agrees not to charge any program or service fee to an eligible family.
- C. If the Agency has determined that an individual is no longer eligible to receive services or that services are no longer needed or appropriate, the Agency should notify the Contractor within 5 (five) days of the determination. Further, that Agency should notify the individual of proposed action and of the right to appeal this proposed action.
- D. The Contractor agrees to notify the Agency and the 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.

IV. INDIVIDUAL SERVICE AND HABILITATION PLAN

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the individual services plan and individual habilitation plan, developed with, for and on behalf of the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service and Habilitation Plan goals and objectives.

The Agency shall not delegate the development of Individual Service Plans (ISP's) to the Contractor.

V. PAYMENT FOR PURCHASED SERVICES

- A. Certification of expenditures: The Contractor shall, within five days following the last day of each calendar month, submit a standard invoice for social services purchased to Swift County Human Services. The Invoice shall show:
- a. an itemized account of each social services eligible individuals, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients;
 - b. Payment: The Agency shall, within thirty (30) days of the date of receipt of the Invoice, make payments to the Contractor for all reimbursement-eligible clients identified on the invoice.

VI. AUDIT AND RECORD DISCLOSURES

The Contractor shall:

- A. Make available the following financial, statistical, and service reports to the Agency on a monthly, semi-annual, or annual basis.

Name of Report	Submission Frequency		
	Monthly	Semi-Annually	Annually
1) Billing	X		
2) Individual Progress Reports		X	
3) Program Budget			X

- B. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. Maintain all records pertaining to the contract at 606 NW 6th Street, Brainerd, MN 56401, for four years for audit purposes.
- D. Comply with policies of the Minnesota Department of Human Service regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

VII. SAFEGUARD OF CLIENT INFORMATION

- A. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Federal Statutes and Minnesota Statutes, Chapter 13.
- B. The person employed by the Contractor to assure compliance with Federal and Minnesota Statutes shall be _____ or successor.
- C. The Agency shall ensure that a joint Release of Information document is completed to provide private information to the Contractor pursuant to Minnesota Rules.
- D. The Contractor provides assurances to the Agency 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 Agency; 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 Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

- A. 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.
- B. 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.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES

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

X. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- A. **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**.
- B. **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:
 - a. 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
 - b. 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.
- C. **Indemnity** (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage or injuries arising from its performance under this Contract:
 - a. 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
 - b. 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.
- D. **Insurance** (For Private/Non-Profit Contractors Only): The Contractor further agrees, in order to protect itself and the Agency 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.
- E. **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 Agency.

XI. 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:

- a. 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;
- b. 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;
- c. 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;
- d. 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
- e. 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.

XI. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. The agreement may be canceled by either party at any time, with or without cause, upon sixty (60) days notice, in writing, delivered by mail or in person.
- C. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- D. Any alternations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- E. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- F. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and re-negotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

XII. SUBCONTRACTING

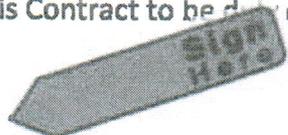
The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XIII. MISCELLANEOUS

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

The remainder of this page has intentionally been left blank.

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



Signatures

1.  12/20/2017
Contractor Date

2. _____
Director of SCHS, Catherine Lee Date

3. _____
Chair of Swift County Board, Eric Rudningen Date

Approved As To Form And Execution:

4. _____
Swift County Attorney, Danielle Olson Date



Request for Board Action

BOARD MEETING DATE:
January 16, 18

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Accept new fee scheduled for Sheriff's Office.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Changes are as listed. Booking Fee for inmates incarcerated \$10 to \$25. Urinalysis from \$10 to \$75 to \$25 to \$70. Permit to Carry Licensed Peace Officer residing in Swift County \$10 for New \$5 for Renewal. Mortgage Foreclosure Sale \$75 to \$100. Notice of Intent to Redeem \$100. Redemption of Property (nonrefundable) \$250. Administrative fee's for towing \$25. Daily impound Fee \$10.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

Swift County Fee Schedule

*Plus sales tax where applicable

Department	Type Expense	What For	Amount
Sheriff	Service Charge	Boarding Fee for Out-Of-County Inmates	\$55.00 per day
	Booking Fee for Inmates Incarcerated		\$25.00
	Pay to stay		\$20.00 per day
	Work Release Fee		\$20.00 per day
	Work Release Sack Lunch		\$3.00
	Inmate Co-Pay for Medical Expenses		\$10.00
	Urinalysis testing		\$25.00 to \$70.00 (Depending on Type)
	Fingerprinting Applicants		\$10.00
	Permit to purchase		No charge
	Permit to carry		\$75.00 to \$100.00 (Depending on Type)
	Permit to Carry Licensed Peace Officer residing in Swift County		NEW \$10.00 Renewal \$5.00
	Service of a Summons and Complaint		\$55.00
	Commission for Collection on Executions		6% on total
	Posting Notices of Sale		\$55.00
	Certificate of Sale		\$55.00
	Mortgage Foreclosure Sale		\$100.00
	Service of Process - Not Found		\$55.00
	Notice of Intent to Redeem		\$100.00
	Redemption of Property (non-refundable)		\$250.00
	All other processes		\$55.00
	Mileage		\$0.60
	Deputy Labor for Property		\$75/hr with minimum of 3 hrs
	Inventory/Escorts/Events		
	Labor for Records Staff in Supplying Documents		\$25/hr
	Explosives Permits		No charge
	Burning Permits		No charge
	License Fee	Dangerous Dog	\$100.00
	Other Fees	Portable Breath Test	\$3.00
	Electronic Home Monitoring		\$20.00 per day
	Admin Tow Fee		\$25.00
	Impound Daily Fee		\$10.00



Request for Board Action

BOARD MEETING DATE:
January 16, 18

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Text-2-911 MOU	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This is an MOU for Mille Lacs County and the Secondary County to receive 911 text messages for the Central Radio region. Mille Lacs County is one of 4 PSAPs that actually answer the 911 text and then they forward all information to the responding county	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: There is no financial obligation.
--

Review/Recommendation

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

Board Action

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



CENTRAL MINNESOTA REGIONAL RADIO BOARD
FINANCE (320) 650 - 3320
FAX (320) 650 - 3410

MEMORANDUM

To: CMNESB NG911 Committee

From: Jim McMahon, Central Minnesota Emergency Services Board Chair
Jeff Jelinski, Central Minnesota Emergency Services Board Vice-Chair

Subject: Text-2- 911 MOU

Date: December 28, 2017

Dear NG911 Committee,

The Central Minnesota Emergency Services Board (ESB) approved the attached Text-2-911 MOU. Please have the signature page signed by the appropriate County Rep and returned to the City of Saint Cloud.

If there are any questions about the MOU, email them to shari.gieseke@ci.stcloud.mn.us or micah.myers@ci.stcloud.mn.us

Sincerely,

James McMahon Sr.
Central Minnesota Board Chair

Jeffrey Jelinski
Central Minnesota Board Vice-Chair

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into as of the ____ day of _____, 2017, by and between Mille Lacs County hereinafter called the (County), the Central Minnesota Emergency Services Board, hereinafter called the (CMNESB), Stearns County, hereinafter called the (Secondary) and, XXXXXXXX County operating a Public Safety Answering Points, herein called **PSAP** located within the Central Minnesota Region.

WHEREAS, the State of Minnesota, Department of Public Safety, Division of Emergency Communication Networks, in conjunction with the Statewide Emergency Communications Board NG9-1-1 Committee, has established a Regional approach for Text-to-9-1-1 requests; and,

WHEREAS, the Regional approach for Text-to-9-1-1 request handling is to have "at least one PSAP in every region" be capable of receiving and processing Text-to-9-1-1 requests that originate in that Region; and,

WHEREAS, there are seven Regions in the State of Minnesota; and,

WHEREAS, one of the seven Regions is the Central Region, with 19 PSAPs; and

WHEREAS, Mille Lacs County and the Secondary and the PSAP listed on the following signature page are located within the Central Region; and,

WHEREAS, Mille Lacs County and the Secondary will receive and process Text-to-9-1-1 requests that originate within their wireless 9-1-1 Emergency Service Zones' (ESZ) call boundaries effective upon availability of the Text-to-9-1-1 service; and

WHEREAS, Mille Lacs County has agreed to receive and process Text-to-9-1-1 calls, which originate elsewhere in the Central Region, outside of the Mille Lacs County wireless 9-1-1 ESZ answering boundaries and in an area that does not otherwise have a serving PSAP with the capability of receiving and processing a Text-to-9-1-1 requests; and,

WHEREAS, The Secondary will receive the Text-to-9-1-1 messages if Mille Lacs County for any reason is unable to process the Text-to-9-1-1 messages; and,

WHEREAS, the PSAP, which does not have the capability to receive and process Text-to-9-1-1 requests and are listed on the following signature page, hereby authorize Mille Lacs County and the Secondary to receive and process Text-to-9-1-1 requests on their behalf; and,

WHEREAS, Mille Lacs County and the Secondary, and PSAP have established and agreed upon a Method of Operations for the receiving and processing of Text-to-9-1-1 requests, which is attached as an Exhibit hereto; and,

NOW THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth, Mille Lacs County and the Secondary and PSAP agree as follows:

1. **Purpose** The purpose of this MOU is to establish the framework to facilitate the receiving and processing of Text-to-9-1-1 requests that originate in the Central Region on a transitional basis. Mille Lacs County and the Secondary will receive and process Text-to-9-1-1 requests which originate in their wireless 9-1-1 ESZ boundaries. Mille Lacs County and Secondary have agreed to receive and process Text-to-9-1-1 request that originate in the Central Region, outside of their wireless 9-1-1 ESZ boundaries and in an area that does not otherwise have a serving PSAP with the capability of receiving and processing a Text-to-9-1-1 requests.

2. **Duration and Notice to Terminate** The duration of this MOU will be determined by the PSAP listed on the following signature page including the dates referenced therein and may terminate upon a PSAP' procurement and implementation of the proper hardware, software and staff training necessary to independently receive and process Text-to-9-1-1- requests.

Where such readiness can be demonstrated, and upon written notification to all parties, a PSAP may withdraw from this MOU. For purposes of this section "readiness" shall mean: 1. procurement of the proper hardware and software necessary to receive and process Text-to-9-1-1 requests; 2. the successful testing of such hardware and software to ensure the receiving and processing; and, 3. the actual receiving and processing of "live" Text-to-9-1-1 requests by the withdrawing PSAP. Withdraw is not effective unless a withdrawing PSAP administrator notifies all parties including Mille Lacs County, the Secondary, and the CMNESB, in writing, of the withdrawing PSAP's intention to withdraw and further describes the timeframe the withdrawing PSAP will follow to procure the proper hardware and software necessary to receive and process Text-to-9-1-1 requests. Written notice shall be provided to the Mille Lacs County Sheriff, Stearns County Sheriff, CMNESB Board, or their designee, by mail. This MOU shall remain effective for any non-withdrawing PSAP.

3. **Powers and Authority under this MOU** There are no other powers or authorities granted under this MOU which are not herein identified. This MOU is for understanding the relationship between Mille Lacs County, the Secondary, and the PSAP regarding receiving and processing Text-to-9-1-1 requests.

4. **Financial Obligations under this MOU** Except for Item 6 below, there are no financial obligations of Mille Lacs County, the Secondary, and the CMNESB to the PSAP. There are no financial obligations of the PSAP to Mille Lacs County, the Secondary, and the CMNESB.

5. **Liability** The parties hereby waive any and all claims of liability against each other for the performance or non-performance of Mille Lacs County of the PSAPs for the operation of their respective dispatch centers as it relates to the receiving and processing of Text-to-9-1-1 requests.

The County, the Secondary, CMNESB, and the PSAP agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of the others and the results thereof. The County's, Secondary's, CMNESB's and PSAP's liability will be governed by the provisions of the Minnesota Tort Claims Act. Minn. Stat § 3.736; § 466.04; and other applicable law.

The provisions of Item 5 survive the termination of this MOU including where the termination is based on a PSAP's withdraw from this MOU.

6. **Sunset Date** This MOU will be in effect up to December 31, 2018. PSAPs not able to receive and process Text-to-9-1-1 requests after December 31, 2018, maybe subject to a fee in an amount to be negotiated between any such PSAP and Mille Lacs County. If a fee cannot be agreed to through negotiation, Mille Lacs County may unilaterally set a fee which the PSAP will be required to pay. Should Mille Lacs County be required to unilaterally set a fee for any PSAP, Mille Lacs County will, upon request, provide the PSAP with Mille Lacs County's basis for setting the fee. Unless Mille Lacs County's basis used to establish a fee is unreasonable, any fee set by Mille Lacs County shall be deemed reasonable. Mille Lacs County will invoice PSAP's on a monthly basis for the amount of any fee owed regardless of whether the fee is agreed to or set unilaterally. Failure by a PSAP to remit a fee to Mille Lacs County within 45 days of being invoiced will result in the immediate termination of this MOU and the services provided.

7. **Execution of Agreement** The individual parties hereto have executed this MOU as of the day and year entered on the appropriate signature page. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Emergency Communication Networks shall maintain master copies of the executed Agreement(s).

8. **Signature Authority** Each party represents to the other that it has full authority to enter into and secure performance of this MOU and that the person signing this MOU on behalf of the party has been properly authorized to enter into this MOU.

Signature Page

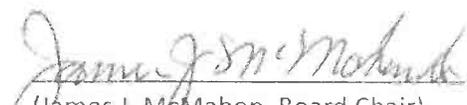
THE PARTIES HERETO have executed this agreement.

(Mille Lacs County Contact Information)

Date

(Mille Lacs County Contact Information)

Date



(James J. McMahon, Board Chair)
Central Minnesota Emergency Board

12-20-17

Date

Dana Wahlberg, 911 Program Manager
Minnesota Department of Public Safety
Division of Emergency Communication Networks

Date

XXXXXXXXXX County:



(County Contact Name and Title)

12-29-17

Date

**Central Minnesota
Emergency Services Board**

**Mille Lacs County Text-to-9-1-1
MOU Agreement
December 20, 2017**

Swift County

Chairperson of County Board

Auditor/Administrator/Sheriff/PSAP Manager

Date

Date



Request for Board Action

BOARD MEETING DATE:
January 16, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving solid waste abatement for a parcel	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Board review and approval for abatement
BACKGROUND/JUSTIFICATION: Parcel #20-0034-000 has requested an abatement for the property tax payable years of 2016 and 2017. This parcel is located at 215 Hwy 9 NE, Benson. A home valued at \$145,000 was located on this parcel, but they moved this structure off the parcel in 2015.	
PREVIOUS ACTION ON REQUEST Click here to enter text. / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

Board Action

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



SOLID WASTE ABATEMENT REQUEST

TO: Swift County Board of Commissioners

RE: Solid Waste Abatement

I, hereby, request that the Solid Waste Assessment on the following parcel be abated for the following reason(s).

PARCEL #: 20 - ⁰⁰³⁴~~0058~~ - 000

REASON FOR ABATEMENT:

Building value is \$1100⁰⁰
House was removed in 2015. I became
owner Nov 19 2015. I request refund of 2016
and 2017 Solid Waste Assessment I have paid.

Jim A Nordby Jr

Signature

320-815-0526

12-1-17

Date

APPROVED

DENIED

Swift County Board Chairman

Date

ATTEST:

Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
January 16, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Request permission to apply for State and Federal Off Highway Vehicle Grants. Sign Resolutions for grant Applications.	
AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Resolution required for OHV Grant
BACKGROUND/JUSTIFICATION: AARP has an opportunity to expand park.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING: Fund will be primarily the Grant in Aid/ RTP OHV Grants
--

Review/Recommendation

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

Board Action

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

RESOLUTION

At a regular meeting of the Swift Board of Commissioners, duly held on the 16st day of January, 2018 the following resolution was offered by _____ and seconded by _____

WHEREAS, the State of Minnesota has made available through the **Federal Recreation Trails Program**, for the purpose of constructing and maintaining an Off Highway Vehicle Park, and

WHEREAS, the County of Swift desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan, and

WHEREAS, the County of Swift is willing to operate, maintain and safeguard the facility as set forth in the Application, attached hereto, and made a part thereof,

NOW THEREFORE, BE IT RESOLVED, that the Swift County Chairperson of the Board and the Swift County Administrator execute the aforesaid Application.

Eric Rudningen, Swift County Board Chairperson

STATE OF MINNESOTA)
COUNTY OF SWIFT)

I do hereby certify that at a regular meeting of the Board of County Commissioners, Swift County, Minnesota, on the 19st day of January, 2018, at which a majority of the members of said Board were present, the foregoing resolution was adopted.

Kelsey Baker, Swift County Administrator

Fox ___ Hendricks ___ E. Pederson ___
P. Peterson ___ Rudningen ___

RESOLUTION

At a regular meeting of the Swift Board of Commissioners, duly held on the 16st day of January, 2018 the following resolution was offered by _____ and seconded by _____

WHEREAS, the State of Minnesota has made available through the **Minnesota Trails Assistance Program**, for the purpose of constructing and maintaining an Off Highway Vehicle Park, and

WHEREAS, the County of Swift desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan, and

WHEREAS, the County of Swift is willing to operate, maintain and safeguard the facility as set forth in the Application, attached hereto, and made a part thereof,

NOW THEREFORE, BE IT RESOLVED, that the Swift County Chairperson of the Board and the Swift County Administrator execute the aforesaid Application.

Eric Rudningen, Swift County Board Chairperson

STATE OF MINNESOTA)
COUNTY OF SWIFT)

I do hereby certify that at a regular meeting of the Board of County Commissioners, Swift County, Minnesota, on the 16st day of January, 2018, at which a majority of the members of the said Board were present, the foregoing resolution was adopted.

Kelsey Baker, Swift County Administrator

Fox _____ Hendricks _____ E. Pederson _____
P. Peterson _____ Rudningen _____



Request for Board Action

BOARD MEETING DATE:
January 16, 18

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of bid for squad car purchase.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Value Ford of Morris bid for 2018 Explorer is \$29,245 + fees and Baker Ford of Kerkhoven is \$29,235 for 2018 Explorer.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: This is a budgeted expense.

Review/Recommendation

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

Board Action

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

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

01/05/18 12:07:29

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Dealer: F58520

2018 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0001 Priority: B4 Ord FIN: Q5031 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: SWIFT COUNTY PO Number:

		RETAIL			RETAIL
K8A	4DR AWD POLICE	\$32805	794	PRICE CONCESSN	
	.112.6" WB			REMARKS TRAILER	
J1	KODIAK BROWN		85R	RR MOUNT PLATE	35
9	CLTH BKTS/VNL R		86P	FRT LMP HOUSING	125
W	EBONY BLACK			FLEX-FUEL	
500A	EQUIP GRP		153	FRT LICENSE BKT	NC
	.PREM SINGLE CD			SP DLR ACCT ADJ	
99R	.3.7L V6 TIVCT	NC		SP FLT ACCT CR	
44C	.6-SPD AUTO TRAN	NC		FUEL CHARGE	
41H	ENG BLK HEATER	90	B4A	NET INV FLT OPT	NC
43D	COURTESY DISABL	20		DEST AND DELIV	945
51Y	DRV SDE SPT LMP	215		TOTAL BASE AND OPTIONS	34640
53M	SYNC SYSTEM	295		TOTAL	34640
549	PWR MIRR HTD	60		*THIS IS NOT AN INVOICE*	
60A	GRILL WIRING	50		*TOTAL PRICE EXCLUDES COMP PR	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC08445

V1DP0204

2,6

\$28,295 Bid Price
+ \$ 950 Hitch + Wiring

\$29,245 + Tax/Fees

Value Ford
Morris

VIRTCDP

CNGP530

VEHICLE ORDER CONFIRMATION

01/10/18 15:46:40

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Dealer: F58515

2018 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 8000 Priority: C1 Ord FIN: QE667 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: SWIFT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$32805	\$31657.00	66A FRONT HDLMP PKG	\$850	\$809.00
.112.6" WB			.GRILL WIRING		
E3 ARIZONA BEIGE			794 PRICE CONCESSN		
9 CLTH BKTS/VNL R			REMARKS TRAILER		
W EBONY BLACK			FLEX-FUEL		
500A EQUIP GRP			153 FRT LICENSE BKT	NC	NC
.PREM SINGLE CD			SP FLT ACCT CR		(951.00)
99R .3.7L V6 TIVCT	NC	NC	FUEL CHARGE		5.08
44C .6-SPD AUTO TRAN	NC	NC	DEST AND DELIV	945	945.00
17T CARGO DOME LAMP	50	49.00	TOTAL BASE AND OPTIONS	35590	33406.08
18D GBL LOCK/UNLOCK	NC	NC	TOTAL	35590	33406.08
41H ENG BLK HEATER	90	86.00	*THIS IS NOT AN INVOICE*		
51Y DRV SDE SPT LMP	215	204.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
53M SYNC SYSTEM	295	280.00			
55F KEYLESS 4 FOB	340	322.00			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC09384

V1DP0235

2,6

\$ 33406.08
 - 1180.00 N.B 7ad Discount
 - 3391.00 CPA Discount
 + 400.00 Hitch & Wiring
\$ 29,235.08

Tom Baker

Nolan Baker Ford Sales, Inc.
Box 348, 901 Atlantic Ave.
Kerkhoven, MN 56252

320-843-2299



Request for Board Action

BOARD MEETING DATE:
January 16, 18

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Accept and Approve the Interim Police contract with The City of Appleton.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The City of Appleton approached me and had a special meeting about short term and long term contracting for the Sheriff's Office providing law enforcement for the City of Appleton. The current police Chief Moe retired on January 12, 2018. After speaking with the City Council and getting more information of what they are wanting we are starting with a short term Interim Chief of Police Contract. Please see attached contract.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: This is not in the budget but in the contract it addresses payment for hours worked.

Review/Recommendation

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

Board Action

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

AGREEMENT

**CITY OF APPLETON POLICE
DEPARTMENT SUPERVISION**

THIS AGREEMENT made and entered into this day of January 17, 2018, by and between the City of Appleton, State of Minnesota, a municipal corporation and the Swift County Sheriff's Office, State of Minnesota, both of whom understand as follows:

WITNESSETH:

WHEREAS, the Police Chief of the Appleton Police Department retired as of January 12, 2018; and

WHEREAS, it is the desire of the City Council of the City of Appleton to have the Swift County Sheriff's Office provide supervision of the Appleton Police Department.

WHEREAS, the Swift County Sheriff's Office will begin providing supervision of the Appleton Department effective January 17, 2018; and

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. The City of Appleton hereby agrees to contract with the Swift County Sheriff's Office to provide supervision of the Appleton Police Department as needed. The Sheriff's Office may make suggestions regarding changes in the policies and procedures of the Appleton Police Department, but no policy may be changed without the approval of the City Council of the City of Appleton or their designee. The City of Appleton also requests the Swift County Sheriff's Office to perform squad car and equipment evaluations, evidence and evidence room evaluation. In addition, will assess proper training, computer access to multiple sites, evaluate employee background checks and hiring process. From this assessment, the Sheriff's Office will provide a detailed report of the findings above to the City in a reasonable period of time.

SECTION 2. TERM. The effective date of this agreement shall begin as of January 17, 2018, and shall terminate on April 1, 2018, unless either party to the Agreement provides the other party with a written notice. This written notice must be received at least twenty (20) days prior to the expiration of the then current term.

SECTION 3. REIMBURSEMENT. The City of Appleton agrees to pay the Swift County Sheriff's Office for actual services rendered pursuant hereto at the hourly rate of \$46.64 per hour beginning on the first actual day of work performed, following the signing of this agreement. Reimbursement for hours provided services is payable upon the submission of an invoice by the Swift County Sheriff's Office to the City of Appleton and then approved by the Appleton City Council. The Sheriff's Office will provide a detailed report of hours worked.

In the event where there is inadequate coverage for the City of Appleton and a Swift County Deputy has to cover a shift, the hourly rate of \$75.00 per hour will be charged. Reimbursement for hours provided services is payable upon the submission of an invoice by the Swift County Sheriff's Office to the City of Appleton and then approved by the Appleton City Council.

SECTION 4. INDEMNIFICATION. The City of Appleton shall defend, save harmless and indemnify the Swift County Sheriff's Department against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of supervisory duties of the Appleton Police Department. The City of Appleton will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

The Swift County Sheriff's Office agrees to cooperate with the City of Appleton, its attorney or insurance carrier in the investigation or litigation of any action that may be brought regarding an incident that occurred in the performance of an act or omission in the performance of supervisory duties.

SECTION 5. BONDING. The City of Appleton shall bear full cost of any fidelity or other bonds required of the Swift County Sheriff's Office to provide supervision of the Appleton Police Department under any law or ordinance.

SECTION 6. DISCIPLINE. The City of Appleton will retain full authority and responsibility for disciplining any City Police Officers regarding conduct of the City Police Officers while on duty or off duty for the City of Appleton. The Swift County Sheriff's Office shall report to the City Administrator of the City of Appleton any reports or claims that any City Police Officer is not acting in accordance with the City of Appleton Personnel Policy or Minnesota law.

The City of Appleton will not have disciplinary authority over the supervisor provided by the Sheriff's Department. The Swift County Sheriff's Office shall maintain supervisory authority over this individual. Any claims regarding misconduct or improper activities by the supervisor will be reported to the Swift County Sheriff or Swift County Administrator as appropriate to be dealt with under the County's Personnel Policy and Procedures.

SECTION 7. DATA PRACTICES. The City of Appleton authorizes the release of otherwise private personnel data under Minnesota Statutes Chapter §13.43 regarding City Police Officers to the Swift County Sheriff and the Swift County Sheriff's designated supervisor during the term of this agreement only to the extent necessary to fulfill the terms of this agreement.

SECTION 8. NOTICES. Notices Pursuant to this Agreement shall be given deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. City of Appleton
323 E Schlieman Ave
Appleton, MN 56208

2. Swift County Sheriff's Office
301 14th St N. Suite #4
Benson, MN 56215

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as it applicable to civil judicial practice. Notices shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 9. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be effective upon the date of execution by both parties.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. Any dispute regarding the provisions of this agreement will be decided by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City Council of the City of Appleton has caused this Agreement to be signed and executed in its behalf by its Mayor, and the Chair has signed and executed in its behalf of the Swift County Commissioners, and the Sheriff has signed and executed this Agreement on behalf of the Swift County Sheriff's Office, both in duplicate, the day and year first above written.

Swift County Board of Commissioners

Chairman

Swift County Sheriff Department

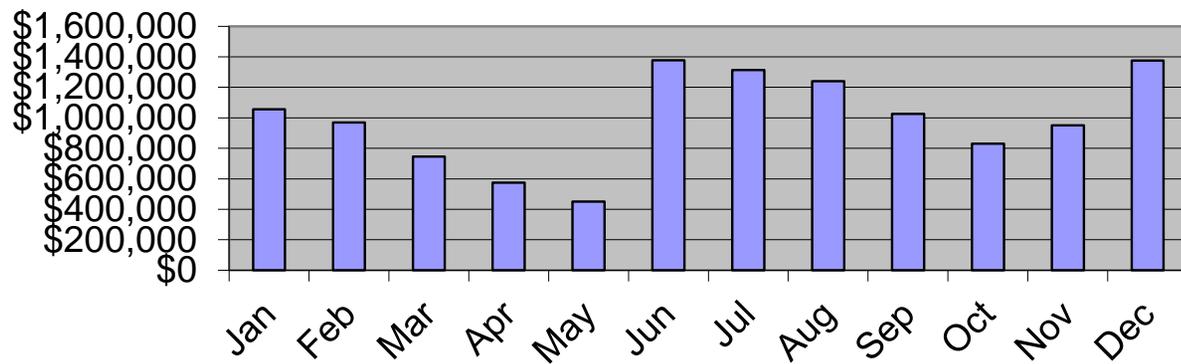
Sheriff John Holtz

City of Appleton

Mayor

Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2008 - 2017											
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average
Jan	\$ 1,061,936	\$ 1,039,335	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$1,056,392
Feb	\$ 980,137	\$ 951,620	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$969,557
Mar	\$ 783,046	\$ 772,024	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$745,223
Apr	\$ 703,949	\$ 658,915	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$574,960
May	\$ 609,380	\$ 474,455	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$451,164
Jun	\$ 1,272,945	\$ 1,247,245	\$ 1,244,642	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$1,378,007
Jul	\$ 1,225,126	\$ 1,188,516	\$ 1,349,636	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$1,314,152
Aug	\$ 1,033,020	\$ 1,179,585	\$ 1,237,374	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$1,241,050
Sep	\$ 965,612	\$ 948,233	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$1,026,626
Oct	\$ 843,175	\$ 832,082	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$829,496
Nov	\$ 754,668	\$ 770,517	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$951,331
Dec	\$ 1,248,758	\$ 1,279,288	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$1,375,455
Average	\$ 956,813	\$ 945,151	\$ 1,017,265	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	

**Average Monthly Cash & Investment Balance
2008-2017**



Out of Home Placement Data 1/2012-12/2017

