

Notice & Agenda
Swift County Board of Commissioners
Tuesday, June 2, 2020
9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-2	(1) Minutes from May 19, 2020 Regular Meeting
	3-5	(2) Consider approval of lease between the State of Minnesota and Swift County Agreement
	6-13	(3) Consider approval Bennett Office Technologies Agreement
	14-15	(4) Consider approval a Grant in Aid Resolution #20-06-23
	16-18	(5) Consider approving the addendum to the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:35 a.m.		Shawn Reinke, Assistant County Attorney
	19	Discussion regarding tobacco ordinance
9:40 a.m.		Scott Collins, Environmental Service Director
	20-21	Consider approval of a Conditional Use Permit #5712 requested by Steve Ehrenberg (owner) & Commerford Gravel, Inc. (Lessee) for aggregate processing
	22-23	Consider approval of a Conditional Use Permit #5713 requested by Mike Munsterman (Owner) & Central Specialties, Inc. (Lessee) for gravel mining, crushing, sorting, stocking, washing and the placement of portable asphalt hot mix plants
9:55 a.m.		Amanda Ness, HR Coordinator
	24-40	Consider approving Employee Relations, Inc. Permissible Use Agreement
10:05 a.m.		Kelsey Baker, County Administrator
	41-43	Building Committee Update Discussion on Proposal from Wold Architects & Engineers on the LEC & 6W Renovation, Entryway Renovation
10:20 a.m.		Other Business
10:25 a.m.		Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/85453607858?pwd=L0tVOVdCdHBTSEVIMDdpUVJxVm1aUT09>

Meeting ID: 854 5360 7858

Password: 022117

One tap mobile

+13126266799,,85453607858#,,1#,022117# US (Chicago)

SWIFT COUNTY BOARD MINUTES

May 19, 2020

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, Assistant County Attorney Shawn Reinke, and Terri Orr.

Chairman Hendrickx asked if there were any changes or additions to the agenda. Assistant County Attorney Shawn Reinke asked to have a discussion at the end of the meeting on the tobacco ordinance. There were no other changes.

05-19-20-01 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the agenda.

Roll Call:

Fox Y
Hendrickx Y
E. Pederson Y
P. Peterson Y
Rudningen Y

Motion carried unanimously.

05-19-20-02 Commissioner Fox moved and Commissioner Rudningen seconded to approve the Consent Agenda items as amended: (1) Approval of Minutes from May 5, 2020 Regular Meeting, (2) Approval of Workforce Innovation and Opportunity Act (WIOA) Joint Powers Agreement, (3) Approval of tobacco licenses for the following business: Casey's General Store #3268, (4) Approval of a Daycare Grant, (5) Approval of a letter of support to Lac Qui Parle Health Network.

Roll Call:

Fox Y
Hendrickx Y
E. Pederson Y
P. Peterson Y
Rudningen Y

Motion carried unanimously.

05-19-20-03 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve the Commissioner warrants as follows: Revenue: \$106,225.36; Solid Waste: \$45,810.49; County Road & Bridge: \$10,852.42; Human Services: \$114.66; County Ditches Fund: \$14,006.00; State Fund Agency, \$28.50; which includes the following bills over \$2,000: Comm of MMB, Treasury Division, \$3,384.50; Counties Providing Technology, \$6,774.00; Dude's Tiling LLC, \$4,363.95; E & M Electric LLP, \$4,549.14; Kandiyohi County Sheriffs Dept., \$3,423.96; Mactek Systems Inc., \$5,044.00; MN Pollution Control, \$5,528.73; Morris Electronics, \$12,961.08; Nolan Baker Ford Sales, \$2,583.85; Pflipsen Trucking LLC, \$25,803.08; Pioneerland Library System, \$34,915.25; Southside Body Shop & Glass, \$3,835.00; Swift County Monitor News, \$4,231.97; Tangen, Attorney/Neil, \$2,199.00; Treasurer, City of Murdock, \$2,520.00; Us AutoForce, \$2,383.84; Van Heuveln General Contraction Inc., \$8,539.00; Waste Management Of WI-MN, \$9,751.52.

Roll Call:

Fox Y
Hendrickx Y
E. Pederson Y
P. Peterson Y
Rudningen Y

Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Rudningen reported on Well-being Committee, Building Committee and Personnel Committee. Commissioner E. Pederson reported on Soil and Water Conservation District and Computer Professional Technology. Chairman Hendrickx reported on AMC Blue Ribbon Task Force, 6W Corrections, Woodland Centers and Revolving Loan Fund meeting. Commissioner Fox reported on PrimeWest, Pomme de Terre Watershed, Revolving Loan Fund meeting, Well-Being Committee, Woodland Centers and Chippewa River. Commissioner P. Peterson reported 6W Corrections, HRA and Countryside Public Health.

Administrator Baker reported on Board of Equalization, Reopening Plan, Prairie Five Construction, Rural Housing Cohort, vacancy in Assessors Department, Finance Committee, Court System meeting and Moody's call for financial estimate on bond rating.

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

Countryside Public Health Liz Auch updated the Board on Covid-19.

Environmental Service Director Scott Collins requested approval of a Conditional Use Permit #5703 requested by Byron Giese, Etal for a gravel pit operation, but not limited to mining, hot mix plant, crushing, mixing and screening.

05-19-20-04 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve a Conditional Use Permit #5703 requested by Byron Giese, Etal for a gravel pit operation, but not limited to mining, hot mix plant, crushing, mixing and screening. A brief discussion was held.

Roll Call:

Fox Y

Hendrickx Y

E. Pederson Y

P. Peterson Y

Rudningen Y

Motion carried unanimously.

Auditor Kim Saterbak requested approval to accept an offer of \$1.00 from Swift County HRA for a tax-forfeited property.

05-19-20-05 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve an offer of \$1.00 from Swift County HRA for a tax-forfeited property.

Roll Call:

Fox Y

Hendrickx Y

E. Pederson Y

P. Peterson Y

Rudningen Y

Motion carried unanimously.

Director Catie Lee updated the board on the Financial Summary and Human Services update.

County Administrator Kelsey Baker updated the board on the phased reopening plan.

The tobacco ordinance discussion was moved to the June 2 board meeting.

05-19-20-07 Chair Hendrickx adjourned the meeting.

The meeting adjourned at 10:08 AM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Lease between the State of Minnesota and Swift County Agreement	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: This amendment is between the State of Minnesota and Swift County regarding space for the Department of Public Safety for Drive and Vehicle Services.	
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: n/a	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 3

Lease No. PS0326

THIS AMENDMENT, made by and between Swift County, 301 14th Street North Benson, MN 56215, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety, Driver and Vehicle Services, shall be an amendment to Lease No. PS0326.

WHEREAS, LESSOR and LESSEE entered into Lease No. PS0326, involving the lease of approximately five hundred forty (540) square feet of office space in the basement of the Swift County Courthouse located in the city of Benson, County of Swift;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. PS0326 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of two (2) years, commencing July 1, 2020 and continuing through June 30, 2022 ("Renewal Term"), at the same terms, conditions and rental rate.
2. **RENT**
 - 2.1 As rent for the Leased Premised and in consideration for all covenants, representations and conditions of this Lease Agreement, LESSEE agrees to pay to LESSOR a quarterly rental amount of forty and no/100 dollars (\$40.00) resulting in a total rental amount not to exceed one hundred sixty and no/100 dollars (\$160.00) per year.
3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: SWIFT COUNTY

LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated To:

By _____

Title _____

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

Contract No. _____

Purchase Order No. _____



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Bennett Office Technologies Agreement			
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda		ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes	
IS THIS MANDATED? No		EXPLANATION OF MANDATE: N/A	
BACKGROUND/JUSTIFICATION:			
Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
Bennett Office Technologies	Print Management Agreement #8822-01	60 month term	New contract
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: Approve	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none



Print Management Agreement
#8822-01
Swift County

This Print Management Agreement with all Attachments, Schedules and Addenda shall be collectively referred to as this "Agreement".

Between

Swift County (herein referred to as "Customer") with its principal place of business at:
301 14th St N
Benson, MN 56215 and
Bennett Office Technologies, Inc. with its principal place of business at:
312 24th Ave SW
PO Box 979
Willmar, MN 56201

Services

Bennett Office Technologies, Inc. will provide Customer a Print Management service as described in Addendum A, "Scope of Services" for all equipment and OEM accessories herein referred to as "the Equipment" and locations as listed in Schedule A.

Additional Services may be added to this agreement with the consent of Customer and Bennett Office Technologies, Inc., added by Addendum and signed by both parties.

Print Management Fee

Customer shall pay a monthly base rate of \$563.00 plus the Print Management fee in arrears to Bennett Office Technologies, Inc. The Print Management fee is determined by multiplying the cost per page as provided herein, by the number of pages created in the prior month. This Agreement shall carry a cost per page of \$.0097 Monochrome / \$.044 Color for the A3 color copiers and shall carry a cost per page of \$.015 Monochrome / \$.059 Color for the A4 color printer, mono printers and mono A4 MFP's.

Customer shall pay Bennett Office Technologies, Inc. a Security Deposit in advance calculated as the monthly estimated print volume multiplied by the aforementioned cost per page. The estimated monthly print volume for A3 color copiers is 11,305 pages per month in monochrome /1,684 pages per month in color and the estimated monthly print volume for A4 devices is 3,165 pages per month in monochrome /579 pages per month in color

Security Deposit \$828.38 Payment Terms: Net 10 Days

Term of Agreement

This Agreement shall have a 60 month term for performance, unless terminated or extended as provided herein, beginning June 8, 2020.

This Agreement shall commence immediately upon approval of Agreement by both parties at which point, Bennett Office Technologies, Inc. shall commence the Implementation Procedure as described in Addendum A, "Scope of Services".

Terms and Conditions

Both parties agree to the terms and conditions set forth herein. Customer acknowledges that it has read the terms and conditions as set forth on under Standard Terms and Conditions. _____ (initial)

This agreement shall be governed and construed in accordance with the laws of the State of Minnesota. This contract contains confidential information and is the intellectual property of Bennett Office Technologies and should only be viewed by the client identified on the contract.

Bennett Office Technologies, Inc.

Customer

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Standard Terms and Conditions

1. General Scope of Coverage

This Agreement covers both the labor and the material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond Bennett Office Technologies, Inc. control are not covered. Bennett Office Technologies, Inc. may terminate this agreement in the event equipment is modified, altered or serviced by personnel other than those employed by Bennett Office Technologies, Inc. or without consent of Bennett Office Technologies, Inc.

2. Availability

On-site hours are from 8:00am to 5:00pm Monday through Friday excluding National Holidays

3. Addition of Equipment

All equipment included in this contract is listed in Schedule A. Customer is required to immediately notify Bennett Office Technologies, Inc. upon installation of any additional equipment at Customer's site. Customer initiated changes to equipment may result in an increase or decrease in the print management fee. Additions to print production fleet beyond those anticipated by Bennett may result in an increase in the print management fee.

4. Security Deposit

The Security Deposit will be held by Bennett Office Technologies, Inc., without interest, and may be commingled (unless otherwise required by law), until all obligations under this Agreement are satisfied, and may be applied at our option against amounts due under this Agreement. The Security Deposit will be returned to you upon termination of the Agreement, provided you are not in default, or applied to the Print Management Fee due at the end of term.

5. Extensions

This Agreement will be reviewed quarterly. This Agreement will be extended for an additional 12 months unless Customer notifies Bennett Office Technologies in writing of its intent to forgo said extension on or before 60 days before contract end. Customer and Bennett Office Technologies may elect to negotiate a new Agreement on or before June 7th, 2025 in lieu of said extension.

6. Agreement Termination

This Agreement may be terminated, with or without cause, by Bennett Office Technologies, Inc. with no less than 30 days prior written notice.

Customer may terminate this Agreement, with or without cause, upon ninety (90) days written notice. However, should Customer terminate this Agreement prior to the end of its term, without cause, Customer shall:

Permit Bennett Office Technologies, Inc. to remove any Bennett Office Technologies, Inc. owned equipment and supplies covered under this Agreement

Pay all charges due and owing to Bennett Office Technologies, Inc. through the date of removal of such equipment and/ or supplies

Pay the lesser of the sum of remaining payments or as liquidated damages the following charges:

Year 5 of a 5 Year Agreement: One (1) times the *base amount

Year 4 of a 5 Year Agreement: Two (2) times the *base amount

Year 3 of a 5 Year Agreement: Three (3) times the *base amount

Year 2 of a 5 Year Agreement: Four (4) times the *base amount

Year 1 of a 5 Year Agreement: Five (5) times the *base amount

24 month extension: One (1) times the *base amount

*The Liquidated Damages base amount is three (3) times the Security Deposit as described under Print Management Fee or three (3) times the highest monthly MPS contract invoice; whichever is greater.

7. Non-Performance

In the event that Bennett Office Technologies, Inc. does not perform the services to the Customer's satisfaction, Customer shall inform Bennett Office Technologies, Inc. in writing and Bennett Office Technologies, Inc. shall have a period of thirty (30) days to correct any deficiencies in performance. Should Bennett Office Technologies, Inc. still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

Permit Bennett Office Technologies, Inc. to remove any Bennett Office Technologies, Inc. owned equipment and supplies covered under this Agreement. Pay all charges due and owing to Bennett Office Technologies, Inc. through the date of removal of such equipment and/ or supplies

8. Confidentiality

Bennett Office Technologies, Inc. recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. Bennett Office Technologies, Inc. agrees to treat Customer's Information on a confidential basis. Bennett Office Technologies, Inc. further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of Bennett Office Technologies, Inc. who have to perform the services contemplated here under. Bennett Office Technologies, Inc. agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph. Customer agrees that information provided by Bennett Office Technologies, Inc. or obtained from monitoring software in regards to this agreement such as image counts, and information used to determine usage rates, or information to be deemed proprietary in nature by Bennett Office Technologies, Inc. is confidential.

9. Insurance

Bennett Office Technologies, Inc. shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage).

It is the responsibility of the CUSTOMER to have insurance coverage on all Bennett Office Technologies, Inc. equipment placed in the CUSTOMER's office or location.

10. Indemnification

Customer shall indemnify and hold Bennett Office Technologies, Inc. harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend Bennett Office Technologies, Inc. at Customer's sole expense, against all suits, action or proceedings in which Bennett Office Technologies, Inc. is made a defendant for actual or alleged infringement of any intellectual property rights.

Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts.

In no event shall Bennett Office Technologies, Inc. be liable to Customer for consequential or indirect damages due to Bennett Office Technologies, Inc.' non-performance, any breach of this Agreement, or any act of Bennett Office Technologies, Inc. or of its employees or agents.

11. Miscellaneous

This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by the party against whom it sought to be enforced. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable.

No waiver shall be deemed to be made by any party of any of its rights here under unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

Customer agrees that this contract is calculated based on manufactures recommendation for page coverage. Bennett Office Technologies reserves the right to add an additional service charge for any contracted device that yields less than 70% of manufacturers suggested prints per cartridge or toner.

12. Assignability

The Customer may not assign its interest in or delegate its duties under this Agreement.

13. Breach or Default

If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) Bennett Office Technologies, Inc. may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. "Per Call" basis at published rates and (2) the Customer agrees to pay Bennett Office Technologies, Inc. costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to Bennett Office Technologies, Inc.

14. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. Existing Contracts of Customer

Customer will provide Bennett Office Technologies, Inc. With copies of all existing contracts (to include Leases) for all printing devices connected to or not connected to the Customer's network. Customer will determine steps and financial obligations needed to buy out or terminate all existing contracts. Bennett Office Technologies may buy out those contracts and include those amounts in the rates of this agreement. Bennett Office Technologies, Inc. DOES NOT assume any liability of customer's existing maintenance, lease, purchase contracts, or any obligations the customer has entered into previous to this contract.

Addendum A
Scope of Services
To
Print Management Agreement
#8822-01

1. Management Team

Bennett Office Technologies, Inc., will assign a Print Management Team consisting of a Team Leader, Primary Hardware Technician, Primary Network Support Technician and a Primary Billing/ Administrative Representative. All correspondence beyond reporting of hardware failures should be directed to the Team Leader.

2. Implementation

Upon approval of this Agreement by both parties, Bennett Office Technologies, Inc. will complete an inspection of the Equipment to be serviced under this Agreement. Following inspection, a Bennett Office Technologies, Inc. identification tag will be attached to the Equipment and the Equipment will be brought to manufacturer's specification by Bennett Office Technologies, Inc. solely at the cost of the Customer.

3. Print Management Services

Print Management services are inclusive of but not limited to the following:

a) Hardware Support Services

Total Quality Call Your primary Bennett Office Technologies, Inc. technician, under the guidelines of the Standard Terms and Conditions, will act proactively as they follow a standard procedure for addressing hardware failures involving resolution of the immediate failure followed by completion of a multi-point checklist replacing high mortality parts as needed.

Preventative Maintenance Bennett Office Technologies, Inc. will perform all necessary preventative maintenance on the Equipment as set by manufacturer guidelines as well as preventative maintenance deemed necessary by the Bennett Office Technologies, Inc. service department.

Hardware Installation A Bennett Office Technologies, Inc. representative will assist, at your request, in the installation of any equipment covered under this Agreement. Assistance to include assigning IP address, installation of print drivers, printing test page, configuration of email and scanning on email / scanning capable devices. Additional services will be billed at normal technician rates.

Response Bennett Office Technologies, Inc. will respond to service calls placed to the Customer Support Center (electronic or voice mail) within an average of four (4) hours of call placement. Response for calls received outside of normal business hours will be measured from the start of business the following day.

Remote Support Bennett Office Technologies, Inc. may, with your authorization, remotely monitor and support the Equipment for more timely and accurate resolution of problems.

Supplies MPS contract includes operational supplies such as toner and maintenance kits for included equipment. Excludes paper.

Support Hours Regular support hours are Monday - Friday 8:00am to 5:00pm. Support required outside regular hours to be negotiated.

b) Network Support

Network Integration Team (NIT) Bennett Office Technologies, Inc.' NIT will be available to provide support for application specific printing challenges. NIT support will be billed at normal technician rates. HyPas application design, configuration, and implementation (including device panel configuration) will be billed at normal technician rates.

c) Contract Management

Yearly Print Management Meeting Bennett Office Technologies, Inc. will meet with you at least once per year or as requested by customer, but not more than once per month, to review the Agreement, Bennett Office Technologies, Inc. performance and Equipment performance.

Asset Management The Bennett Office Technologies, Inc. Support Center will maintain an accurate inventory of all Equipment and associated print volumes. Bennett Office Technologies, Inc. will proactively offer solutions that would improve the conditions of the Agreement including, but not limited to, re-allocation of resources for improved performance, cost reduction initiatives and recommendations for any new equipment acquisitions.

Web-Base Reporting Bennett Office Technologies, Inc. utilises a remote monitoring software that reports customer volume and supply levels of networked print devices to enable proactive supply replenishment. This requires an agent installed on the customer network and all managed devices be networked. The lack of agent installation or non networked devices creates an undue burden on Bennett Office Technologies, Inc. If an agent is not active or all managed print devices are not networked Bennett Office Technologies, Inc. may add a 5% administrative fee to the monthly billing. The customer shall have access to all information regarding the Equipment including volumes, service requirements and equipment performance. Access to these reports is offered automatically, but not exclusively, through the Bennett Office Technologies, Inc. website.

4. Escalation

Bennett Office Technologies, Inc. uses an operating system designed to automatically monitor and alert your Print Management Team when response, equipment performance and technician performance fall below Bennett Office Technologies, Inc. standards. Following such alerts, measures will be taken to correct any deficiencies.

a) Bennett Office Technologies, Inc. Standards

Response Average four (4) hours

Equipment Performance Performance is based on number of prints between calls according to industry guidelines. This can be altered with in the Bennett Office Technologies, Inc. system to improve performance for equipment marked as "Mission Critical"

Technician Performance Performance is based on the accumulation of prints between calls, incomplete Calls and response time.

(Bennett Office Technologies, Inc. initials)

(Customer initials)

Schedule A
List of Equipment under Contract
To
Print Management Agreement
#8822-01

Swift County Attorney
Base Rate of \$119.00

ITEM	DESCRIPTION	QTY
	Main Color Copier	
Taskalfa 3253ci	Taskalfa 3253ci 32/32 PPM A3 Color MFP	1
855D200731	Stand for Taskalfa 6002i / 5002i /4002i	1
DP-7110	270 Sheet Dual Scan Document Processor	1
Fax System 12	Fax System 12 Fax Board	1
**PinPoint Scan 3	Add PinPoint Scan 3 software	1
	Envelope Printer—replace HP *New Kyocera Printer	
ECOSYS P3150dn	52 ppm A4 Monochrome Printer	1
PF-3110	500 Sheet Paper Feeder or 80 Envelope's Feeder	1
	Owned HP	
HP Printer	HP Printer Owned	1

Swift County Sheriff's Department
Base Rate of \$139.00

ITEM	DESCRIPTION	QTY
	Main Color Copier and Accessories NEW	
Taskalfa 3253ci	Taskalfa 3253ci 32/32 PPM A3 Color MFP	1
PF-7110	Dual 1500 Sheet Paper Trays	1
DP-7110	270 Sheet Dual Scan Document Processor	1
DF-7120	1000 Sheet Finisher	1
AK-7110	Attachment Kit for DF-7120 / DF-7110 / DF-7130	1
**PinPoint Scan 3	Add PinPoint Scan 3 software	1
	Squad Room —New Kyocera MFP	
ECOSYS M2540dn	42ppm A4 Monochrome 3 in 1 MFP-Copy,Print,Color Scan, fax	1
	Dispatch Printer—New	
ECOSYS P3145dn	47PPM A4 Monochrome printer	1
	Jail, CCO Office Mgr, CCO Supervisor, Chief Deputy, Deputy Office	
HP LJ4014	LaserJet 4014 Owned	4
	Sheriff's office	
HP 3600n	Laserjet 3600N Color Owned	1
	Benson Jail Booking	
HP M575dn	HP MFP M575dn Color Owned	1

Swift County Highway Department

Base Rate of \$101.00

ITEM	DESCRIPTION	QTY
	Main Color Copier	
Taskalfa 3253ci	Taskalfa 3253ci 32/32 PPM A3 Color MFP	1
855D200731	Stand for Taskalfa 6002i / 5002i /4002i	1
DP-7110	270 Sheet Dual Scan Document Processor	1
DF-7120	1000 Sheet Finisher	1
AK-7110	Attachment Kit for DF-7120 / DF-7110 / DF-7130	1
**PinPoint Scan 3	Add PinPoint Scan 3 software	1

Swift County Auditor

Base Rate of \$116.00

ITEM	DESCRIPTION	QTY
	Main Color Copier	
Taskalfa 3253ci	Taskalfa 3253ci 32/32 PPM A3 Color MFP	1
Fax System 12	Fax System 12 Fax Board	1
PF-7110	Dual 1500 Sheet Paper Trays	1
DP-7110	270 Sheet Dual Scan Document Processor	1
**PinPoint Scan 3	Add PinPoint Scan 3 software	1

Swift County Land Records

Base Rate of \$88.00

ITEM	DESCRIPTION	QTY
	Main Color Copier	
Taskalfa 3253ci	Taskalfa 3253ci 32/32 PPM A3 Color MFP	1
855D200731	Stand for Taskalfa 6002i / 5002i /4002i	1
DP-7110	270 Sheet Dual Scan Document Processor	1
**PinPoint Scan 3	Add PinPoint Scan 3 software	1

(Bennett Office Technologies, Inc. initials)

(Customer initials)



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Grant in aid resolution	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Required for the MN Grant In Aid acquisition grant
BACKGROUND/JUSTIFICATION: Grant was applied for to purchase lands under easement in Appleton and this resolution needs to be updated.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action Click here to enter text.	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: 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 20-06-23

At a regular meeting of the Swift Board of Commissioners, duly held on the 2nd day of June, 2020 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 purchasing lands currently under easement for an Off-Highway Vehicle Park for Off Road Vehicles, All Terrain Vehicles and Off Highway Motorcycles, 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.

Gary Hendrickx, 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 2nd day of June, 2020, at which a majority of the members of the said Board were present, the foregoing resolution was adopted.

Kelsey Baker, Swift County Administrator

Fox ___ Hendrickx ___ E. Pederson ___

P. Peterson ___ Rudningen ___



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the addendum to the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The county is seeking approval on the addendum for the contract for the demolition of tax-forfeited properties in Swift County. Changes to the addendum are below: <ol style="list-style-type: none"> 1. The City shall be responsible for excavated sand and gravel, which is not to be deposited at said demolition debris facility. 2. The County shall pay the City available demo funds in the amount of \$7,500 per commercial building and \$2,500 per residential building. City of Appleton must comply with the Swift County Demolition program. 	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**ADDENDUM TO THE CONTRACT BETWEEN THE COUNTY OF SWIFT
AND NYGARD FAMILY LTD PARTNERSHIP FOR DEMOLITION DEBRIS
DISPOSAL FACILITY**

Contract Term: October 1, 2019- October 1, 2020

THIS **ADDEDNDUM** is made to the previously executed AGREEMENT and is made and entered into by and between the County of Swift, State of Minnesota, through Swift County, hereinafter “County” and Nygard Family LTD Partnership, hereinafter, “Owner” and the City of Appleton, hereinafter “City”.

RECITALS

WHEREAS, the County and Owner previously entered into an agreement for the use of Owner’s demolition debris facility;

WHEREAS the County has used its available funds towards said demolition projects;

WHEREAS, the County has not completed the full demolition as anticipated;

WHEREAS the City wishes to take over for the County and use Owner’s demolition debris disposal facility, approved by the solid waste permit program for a one (1) year term not to exceed more than 15,000 cubic yards of demolition debris as permitted;

WHEREAS, the City owns dilapidated property, and there is an existing permit by rule demolition debris disposal facility;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, the Owner, and the City agrees as follows:

TERMS AND COST OF THE AGREEMENT

1. The Owner agrees to make his permit by rule property available for the deposit of City property demolition debris, including but not limited to the previously identified tax-forfeited properties which the County sought to demolish, at said facility is located at 2400 90th St. SW, Appleton, Minnesota.
2. The total cost of this agreement is \$30,000.00, the first payment of \$15,000 has been completed and the remining \$15,000.00 shall be paid by County upon completion as previously agreed.
3. This Addendum and prior Agreement remains subject to such special conditions as are set forth in the Minnesota Pollution Control Demolition Debris Disposal Facility PBR Notification Form, Solid Waste Permit Program attached hereto and made a part hereof and marked Exhibit A.

4. As previously agreed the County shall level and grade back demolition debris disposal facility to pre-existing condition with top soil and seed as required under Exhibit A.
5. As previously agreed the County shall level and grade back gravel road damage caused by hauling of debris and return to pre-existing condition.
6. The City shall be responsible for excavated sand and gravel, which is not to be deposited at said demolition debris facility.
7. The County shall pay the City available demo funds in the amount of \$7,500 per commercial building and \$2,500 per residential building. City of Appleton must comply with the Swift County Demolition program.
8. Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
9. County, Owner and City agree that time is of the essence in the Agreement and the performance and payment of each and every obligation herein.

IN WITNESS WHEREOF, the parties have executed this **Addendum** to said Agreement on the dates indicated below.

COUNTY:
COUNTY OF SWIFT

By: _____
Chairperson

By: _____
County Administrator/Clerk of Board

CITY:
CITY OF APPLETON

By: _____
Mayor

Attested By: _____
City Clerk/Treasurer

OWNER:
NYGARD FAMILY LTD PARTNERSHIP

By: _____

Its: _____



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: County Attorney	REQUESTOR: Shawn Reinke	REQUESTOR PHONE: 320-843-2134
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Discussion regarding tobacco ordinance.	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes.	EXPLANATION OF MANDATE: Finalization of tobacco ordinance drafting requires discussion.
BACKGROUND/JUSTIFICATION: Discussion required on tobacco ordinance following legislation signed by Governor Walz on May 16, 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	No previous action. Was placed on 5/19/20 agenda, but was then pulled by Chair.

Budget Information

FUNDING: None.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: N/A	RECOMMENDATIONS: Click here to enter text.
COMMENTS: No action being taken; only discussion.	COMMENTS: Click here to enter text.



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

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 approval of a Conditional Use Permit #5712 requested by Steve Ehrenberg (Owner) & Commerford Gravel, Inc. (Lessee) for aggregate processing.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

Proposed Special Conditions
Ehrenberg/Commerford Gravel
Conditional Use Permit #5712

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by property owner within 30 days of presentations of the complaint. Copies of all complaints and responses addressed to him shall be submitted to Swift County Environmental Services.
3. Surface water drainage in the area cannot be disturbed.
4. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
5. Roads that are damaged due the activities of the Conditional Use Permit will be repaired by the owner or operator to their pre-existing condition.
6. This Conditional Use Permit #5712 shall expire one year from the date of issuance if the permit is not utilized.
7. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
8. The applicant will be responsible for signage and will follow Swift County rules and regulations



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

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 approval of a Conditional Use Permit #5713 requested by Mike Munsterman (Owner) & Central Specialties, Inc. (Lessee) for gravel mining, crushing, sorting, stocking, washing and the placement of portable asphalt hot mix plants.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

Proposed Special Conditions
Central Specialties Inc.
Conditional Use Permit #5713

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by property owner within 30 days of presentations of the complaint. Copies of all complaints and responses addressed to him shall be submitted to Swift County Environmental Services.
3. Surface water drainage in the area cannot be disturbed.
4. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
5. Roads that are damaged due the activities of the Conditional Use Permit will be repaired by the owner or operator to their pre-existing condition.
6. This Conditional Use Permit #5713 shall expire one year from the date of issuance if the permit is not utilized.
7. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
8. The applicant will be responsible for signage and will follow Swift County rules and regulations



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Amanda Ness	REQUESTOR PHONE: 320-314-8321
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Employee Relations, Inc. Permissible Use Agreement			
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda		ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes	
IS THIS MANDATED? No		EXPLANATION OF MANDATE: N/A	
BACKGROUND/JUSTIFICATION:			
Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
Employee Relations, Inc.	Consumer report for employment purposes	Month-to-month agreement, may be terminated by either party at any time upon written notice	New contract
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: n/a	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none

PERMISSIBLE USE AGREEMENT

This Agreement is entered between EMPLOYEE RELATIONS, INC. (hereinafter referred to as “ER”) and the Employee Relations Client/End User (hereinafter referred to as “Client”).

Permissible Use: Client represents that it is an employer having a need for Investigative Consumer Reports and/or Consumer Credit Reports (individually or collectively, “Consumer Report for Employment Purposes”, “report” or, background check”) in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee.

Client certifies that they shall request a Consumer Report for Equal Employment Opportunity Purposes only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose. Client shall comply with all applicable federal, state and equal employment opportunity laws or regulations which may restrict or ban the use of a Consumer Report for Employment Purposes.

Client agrees that it shall only use the report for its exclusive employment purpose, for a one-time use, to hold the report in strict confidence, not disclose it to any third parties not involved in the current employment decision and that information from the background check will not be used in violation of any applicable federal, state or equal employment opportunity laws or regulations. The consumer report shall be requested and disclosed by Client only to Client’s designated and authorized employees having a need to know, and only to the extent necessary to enable Client to use the Consumer Reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties. Before requesting an Investigative Consumer Report, Client shall obtain a written authorization and provide an applicant with the required notices and/or disclosures. Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

Client understands that the Fair Credit Reporting Act provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code and/or be imprisoned not more than two (2) years. Accordingly, a report should only be requested for a legitimate employment related purpose.

Data Retention: All consent forms are stored in Microsoft Azure’s Azure Files Storage product and encrypted using Azure Storage Service Encryption for data at rest. The Azure File Storage is backed up daily and will be kept for up to 10 years. For more Microsoft Azure Compliance and Azure Files encryption information please refer to the following:

- Standard Response to Request for Information - Microsoft Azure Security, Privacy, and Compliance
<https://gallery.technet.microsoft.com/Azure-Standard-Response-to-5de19cb6>
- Azure Storage Service Encryption for Data at Rest
<https://docs.microsoft.com/en-us/azure/storage/common/storage-service-encryption>

Disaster Recovery Policy: The systems and data are stored on Microsoft’s Azure platform located in the Azure USWest2 region datacenters. Each datacenter will keep systems on a minimum of three host systems in a single location. Encrypted backups of all systems are stored in a different geographic region. The recovery from backup can be done based on the following:

- Restore from daily backups – up to 180 days
- Restore from weekly backups – up to 104 weeks
- Restore from monthly backups – up to 60 months
- Restore from yearly backups – up to 10 years

If the datacenter housing the system is unavailable, the entire system can be restored to any Microsoft Azure region from any of the above restore points. For more Microsoft Azure Compliance and Azure Backup information refer to the following:

- Standard Response to Request for Information - Microsoft Azure Security, Privacy, and Compliance
<https://gallery.technet.microsoft.com/Azure-Standard-Response-to-5de19cb6>
- Azure Backup
<https://docs.microsoft.com/en-us/azure/backup/backup-azure-backup-faq>

IT Security/Safeguard Policy: Consent forms are stored as encrypted Adobe Acrobat (PDF) documents in Microsoft Azure's Azure Files Storage product where ONLY authorized personnel have direct access. Passwords and usernames for terminated employees are truncated from ALL systems in accordance with general security guidelines. Electronic faxes are destroyed upon successful insertion into the database. ER represents that it has made a good faith attempt to comply with the Federal Electronic Signature requirements. All access codes are contained within the software itself for purposes of connection to the Social Security Administration (SSA), and are not available for disclosure to anyone without approval of the Controller, also an authorized SSA user. Only SSA authorized developers have access to the source code. No information is relayed to the Principal until it has successfully returned from the SSA. All messages contained within the SSA verification are shown to the Principal based on the Response Code passed in the message from SSA, using the code lookup in the SSA documentation. Response Code 0 = Verification Successful, Response code 9991=Verification Unsuccessful All production and testing equipment as well as the network that connects to these servers are hosted on Microsoft Azure in Microsoft data centers. For more Microsoft Azure Compliance information refer to the following:

- Standard Response to Request for Information - Microsoft Azure Security, Privacy, and Compliance
<https://gallery.technet.microsoft.com/Azure-Standard-Response-to-5de19cb6>

ER represents that it has made a good faith attempt to comply with the Federal Electronic Signature requirements and, from time to time, will make changes to its data retention policy and Client acknowledges that it shall have primary responsibility for retaining, maintaining and destruction of documents according to its policy.

Compliance: Pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), and other applicable laws and regulations, Client certifies that it will not request a Consumer Report for Employment Purposes unless a clear and conspicuous disclosure/notification has been made in writing to the applicant within the statutory time. The disclosure/notification shall advise the applicant of the nature and scope of the investigation; that Client utilizes the services of ER to prepare a Consumer Report for Employment Purposes; and include ER contact information (should the applicant be a victim of identity theft or desires to dispute information believed to be false or erroneous); and the applicant has authorized, by signature, the procurement of the Consumer Report for Employment Purposes.

Adverse Employment Action: Pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), and other applicable laws and regulations, Client further certifies that before taking adverse action in whole or in part based on information contained in the report, it will provide the applicant, if not provided previously, with a Pre-Adverse Action and Adverse Action communication that includes required documentation including, but not limited to, a copy of the Consumer Report for Employment Purposes; and a copy of the consumer's rights, in the format approved pursuant to the Fair Credit Reporting Act (Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.) and other applicable laws and regulations.

Further legal duties may be imposed upon employers taking adverse action based on any information contained in a report and since ER is not a party to any hiring or non-hiring decision, it is the responsibility of Client to comply with the required pre-adverse and adverse action requirements.

Authorized Users: Client shall be responsible to designate, and communicate, to ER the identity of, authorized users that will be responsible to request, receive, and review information provided by ER.

Limitation of Liability: While ER uses state-of-the-art equipment and employs high security protocols to protect Client information, it is possible, as with any electronic system, that confidential information processed over the internet or located on ER's servers may be compromised in some form or otherwise made the subject of unauthorized access, release or disclosure. Client agrees that ER shall not be liable in such cases of unauthorized access, disclosure or release. Client agrees that ER is not liable under any legal theory for incidental or consequential damages arising out the services provided by ER. Any claimed damages must be direct and reasonably foreseeable flowing directly from the breach of this Agreement and are limited in amount to the dollar amount paid by the Client to ER during the term of this Agreement for services. Furthermore, ER shall not be responsible, or liable, under any legal theory for claims based upon the content of material(s) provided by the Client for Client specific policies, including but not limited to employee handbooks. Such materials and the legality of the content of such materials are the sole responsibility of the Client or the provider of such material(s). Access and use of any ER online resources, by any user account created specifically for Client, shall also be bound by the Terms and Conditions.

ER shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of the information reported, but only that it is accurately copied from public records. In no event shall ER be held liable in any manner whatsoever for any loss or injury to Client resulting from ER's failure to perform any obligation described in this Agreement or from the obtaining or furnishing of such information; and further, Client agrees to hold ER harmless and indemnify it from all claims, losses, and damages arising out of alleged liability or failure of Client to keep and perform any of its obligations described in this Agreement.

Binding Arbitration of All Disputes: Client and ER acknowledge that this Agreement implicates that interstate commerce will be provided and each agree to utilize a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of this Agreement or the services provided by ER. Client and ER agree that any claim, dispute, and/or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Client and ER (or their owners, directors, officers, managers, employees, or agents) arising from, related to, or having any relationship or connection whatsoever with this Agreement or with the service provided by ER, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). ER and the Client understand that by agreeing to this binding arbitration provision, both Client and ER give up their rights to trial by jury.

Disclaimer: Client acknowledges that ER is not a provider of legal services. The service provided by ER should not be construed as providing legal advice to any person or entity. Services provided by ER is not intended to be, and Client should not assume it to be, an all-inclusive system for compliance with legal issues and should not be used as a substitute for obtaining legal advice from counsel.

Month to Month Agreement: The term of this Agreement shall be month to month and shall remain in force and effect until terminated. This Agreement may be terminated by either party at any time, upon written notice. It is expressly understood that should Client violate any term of this Agreement, or a legal requirement, or a material change in existing legal requirement that adversely affects this Agreement, ER may, upon its election, discontinue serving Client and cancel the agreement immediately.

Fee for Services: Client agrees to pay ER upon receipt of an invoice for the services rendered during the previous thirty (30) day period according to the current fee schedule in effect. ER reserves the right to change its fees from time to time, but no change in such charges shall become effective earlier than thirty (30) days after written notice has been given by ER to Client. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements that adversely affects Client's Agreement, ER may, upon its election, discontinue serving Client and cancel this Agreement immediately.

Integration: This Agreement sets forth the entire agreement between ER and the Client with regard to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this Agreement are contained in this Agreement, in the Exhibits to this Agreement, if any, Addendums and the documents referred to or implementing the provisions of this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, covenants and warranties with respect to the subject matter of this Agreement are waived, merged in this Agreement and superseded by this Agreement. This is an integrated agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, have direct knowledge of, and acknowledge all facts certified as of the date and year written.

Entered on this _____ day of _____, 2019

CLIENT NAME
AND ALL CLIENT AFFILIATED ORGANIZATIONS
Signature: _____
Title: _____
Print Name: _____

Employee Relations, Inc.
Signature: _____
Title: _____
Print Name: _____

Vermont Fair Credit Reporting Contract Certification

The undersigned, ("Employee Relations Client"), acknowledges that it subscribes to receive various information services from Employee Relations, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of Employee Relations, Inc. information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order Employee Relations, Inc. Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Employee Relations, Inc.

Client Name: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance:

Printed Name: _____

Title: _____

Mailing (Street) Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone #: _____ Fax #: _____

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

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

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

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

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

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

Consent Based Social Security Verifications

(Requesting Party = Employee Relations, Inc. (ER) - Principal = ER Client - Authorized User = ER employees)

- ER agrees that it shall use the verification only for the purpose stated in the Consent Form, and shall make no further use or re-disclosure of the verification
- The agreements acknowledge that Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration..." 42 U.S.C. § 1320b-10(a)
- The agreements acknowledge that the company and its Principles are specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification"
- The agreements further acknowledge that the company and its Principles are specifically prohibited from advertising that SSN verification provides or serves as identity verification
- The agreements acknowledge that SSA has the right of access to all company books and records associated with the CBSV program at any time
- ER Client agrees to follow the same requirements for safeguarding and reporting the loss of PII

Protecting and Reporting the Loss of Personally Identifiable Information (PII) is any information about an individual maintained by an entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, SSN, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- ER shall establish, maintain, and follow its own policy and procedures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised, PII. ER shall inform employees which handle PII of their individual responsibility to safeguard such information. In addition, ER shall, within reason, take appropriate and necessary action to: (1) educate their employees on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and procedures prescribed.

All ER employees shall properly safeguard PII from loss, theft, or inadvertent disclosure. Each ER employee is responsible for safeguarding this information at all times, regardless of whether or not the user is at his or her regular duty station.

- When the ER or its employees becomes aware or suspects that PII has been lost, compromised, or potentially compromised ER, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary SSA contact. If the primary SSA contact is not readily available, ER shall immediately notify one of two SSA alternates, if Table of Contents User Agreement Between SSA and ER for CBSV Effective 10/1/14 12 of 46 names of alternates have been provided. (See Section XVI for the phone numbers of the designated primary and alternate SSA contacts.) ER shall act to ensure that each employee has been given information as to who the primary and alternate SSA contacts are and how to contact them.
- ER shall provide the primary SSA contact or the alternate, as applicable, with updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.
- ER shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:
 - Contact information
 - A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss
 - A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.)
 - Name of SSA employee contacted;
 - Whether ER or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.)
 - Whether ER or its employee has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports)
 - Any other pertinent information

Qualified Client Terms and Conditions **Employment Verifications for Employment Purposes**

EVS Employment Information ("evs data") may be received by Employee Relations Client ("Client") through Employee Relations, Inc. subject to the following conditions (the "Terms and Conditions"):

1. Any information services and data originating from EVS ("evs") will be requested only for Client's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Client will request evs data on Client's employees, and employees will be forbidden to obtain evs data on themselves, associates or any other persons except in the exercise of their official duties. Client will not disclose evs data to the subject of the evs data except as permitted or required by law, but will refer the subject to evs.
2. Client will hold evs and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of evs data by Client, its employees or agents contrary to the conditions of Section 1 above or applicable law.
3. Client recognizes that evs does not guarantee the accuracy or completeness of evs data and Client releases evs and evs's agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of evs data and from any loss or expense suffered by Client resulting directly or indirectly from evs data. Client covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against evs, evs's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any evs data.
4. Client will be charged for the evs data by Employee Relations, Inc., which is responsible for paying evs for the evs data; provided, however, should the underlying relationship between Client and Employee Relations, Inc. terminate at any time during the term of this Agreement, charges for the evs data will be invoiced to Client, and Client will be solely responsible to pay evs directly.
5. **Fair Credit Reporting Act Certification.** Client certifies that it will order evs data, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Client intends to use the evs data: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Client certifies that, before ordering evs data to be used in connection with employment purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of the disclosure, that Client may obtain evs data for employment purposes, and will also obtain the Consumer's written authorization to obtain or procure evs data relating to that Consumer. Client further certifies that it will not take adverse action against the Consumer based in whole or in part upon the evs data without first providing to the Consumer to whom the evs data relates a copy of the evs data and a written description of the Consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA as referenced on Exhibit A-1 attached hereto, and also will not use any evs data in violation of any applicable federal or state equal employment opportunity law or regulation. Client will use evs data ordered under this Agreement for the foregoing purpose and for no other purpose. Client acknowledges that it has received from Employee Relations, Inc. a copy of the consumer rights summary as prescribed by the CFPB as referenced on Exhibit A-1.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." evs may periodically conduct audits of Client regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by email whenever possible and will require Clients to provide documentation as to permissible use of particular evs data. In addition, Employee Relations, Inc. will be required to provide documentation

indicating Employee Relations, Inc. validated the legitimacy of Client prior to contract execution and will also provide a copy of agreement between Employee Relations, Inc. and Client. Client gives its consent to evs to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of this Agreement, constitute grounds for immediate suspension of the Service or termination of this Agreement. If evs terminates this Agreement due to the conditions in the preceding sentence, Client (i) unconditionally releases and agrees to hold evs harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against evs in connection with such termination.

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order evs data relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Client has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto as Exhibit A-2, was received from Employee Relations, Inc.

Client will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Client orders or accesses evs data including, without limitation, system-to-system, personal computer or the Internet. The term "Authorized User" means a Client employee that Client has authorized to order the evs data and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the evs data, including Client's FCRA and other obligations with respect to the access and use of consumer reports.

(a) With respect to handling the evs data, Client agrees to:

- (a) ensure that only Authorized Users can order or have access to evs data,
- (b) ensure that Authorized Users do not order evs data for personal reasons or provide them to any third party except as permitted by this Agreement,
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- (d) ensure that all devices used by Client to order or access the evs data are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- (e) take all necessary measures to prevent unauthorized ordering of evs data by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Client security codes, member numbers, User IDs, and any passwords Client may use (collectively, "Security Information"), to those individuals with a need to know, (b) changing Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the evs data, or if Client suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Client uses to order evs data,
- (f) in no event access the evs data via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
- (g) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store evs data.
- (h) encrypt evs data when it is not in use and with respect to all printed evs data store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding

machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,

(i) if Client sends, transfers or ships any evs data, encrypt the evs data using the following minimum standards, which standards may be modified from time to time by evs: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,

(j) monitor compliance with the obligations of this Section 6, and immediately notify evs if Client suspects or knows of any unauthorized access or attempt to access the evs data

Employment Information, including, without limitation, a review of evs invoices for the purpose of detecting any unauthorized activity,

(k) not ship hardware or software between Client's locations or to third parties without deleting all Security Information and any evs data,

(l) if Client uses a Service Provider to establish access to evs data, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider Safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Client under this Section 6,

(m) use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the evs data. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

(n) use commercially reasonable efforts to secure evs data when stored on servers, subject to the following requirements: (i) servers storing evs data must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect evs data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing evs data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,

(o) not allow evs data to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and

(p) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by evs.

(b) If evs reasonably believes that Client has violated this Section 6, evs may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at evs's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent evs reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section 6.

7. Client certifies that it has read the attached Exhibit A-3 "Notice to Users of Consumer Reports, Obligations of Users" which explains Client's obligations under the FCRA as a user of consumer information.

Employee Relations Client/End User (hereinafter referred to as "Client") has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The Client certifies its permissible purpose as:

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
- In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
- In accordance with the written instructions of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or
- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

Client certifies that Client shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Client's exclusive one-time use. Client shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the Consumer Reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

Client shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its Client for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, Client shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

Client certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the DMF is appropriate because:

- a. **Certified Person:** Client has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the basis for so certifying; and
- b. **Security:** Client has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Client; and
- c. Client shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.
- d. **Penalties:** Client acknowledges that failure to comply with the provisions above may subject Reseller to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
- e. **Indemnification and Hold Harmless:** Client shall indemnify and hold harmless the TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether

sounding in tort, contract or otherwise, arising from or in connection with Client's, or Client's employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights

f. **Liability:**

- a. a. Neither TransUnion nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.
- b. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:
 - i. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,
 - ii. Find that SSA already has the correct information on the main NUMIDENT ii.file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DMF that had the error

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

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

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

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

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

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

A. Employment Other Than in the Trucking Industry

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

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

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

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

B. Employment in the Trucking Industry

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

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.) The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

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

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal

regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

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

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

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

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

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

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

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

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



Request for Board Action

BOARD MEETING DATE:
June 2, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Discussion and/or Consider approving the Proposal for LEC & 6W Renovation, Entryway Renovation	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? N/A
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The building committee met on May 14th. The discussion was around bringing 6W back into the LEC and updating needs in the Jail. The other priority was the Human Services, addressing the safety and security concerns at the front desk. This proposal goes over the expenses to renovate and would be for full design services to continue with the renovation efforts.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Consideration
COMMENTS: n/a	COMMENTS: None



May 28, 2020

Kelsey Baker, County Administrator
Swift County
301 14th Street North
Benson, MN 56215

Re: LEC & 6W Renovation, Entryway Renovation
Commission No. 9999

Dear Kelsey:

It has been a pleasure working with you and the Building Committee as we continue to find the best future solution for the Sheriff’s office and 6W Corrections. As we have previously discussed there have been a number of options presented and the current design approach being pursued is “Option 2” in alignment with the attached sketches. This letter serves as our fee proposal for full design services for that option, as well as an additional design effort to enhance the existing “link” area between the Law Enforcement Center and the Courthouse.

A current project cost summary has been attached to this letter to reflect our discussions related to the various options and potential projects. Your proposed fee calculation for the LEC & 6W Renovation is as follows:

Construction Estimate	\$960,000
<u>Full Service Fixed Fee Rate</u>	<u>x 7.5%</u>
Full Service Fixed Fee	\$ 72,000

Reimbursable Expenses are in addition to our fixed fee and include expenses incurred by us and our consultants directly related to the Project. We have estimated our expenses to be approximately \$4,000 and would agree to this as a maximum for reimbursable expenses resulting in a **Total Proposed Contract Maximum Fee for the LEC & 6W Renovation of \$76,000.**

As an additional consideration, we have done some preliminary investigation of a potential project to enhance the existing entryway. To further pursue this project we would propose the following initial fee calculation. This would be re-evaluated at the end of Schematic Design to ensure the fee aligns with the agreed upon scope and construction cost.

Entry Construction Estimate	\$1,150,000
<u>Full Service Fixed Fee Rate</u>	<u>x 7.5%</u>
Entry Full Service Fixed Fee	\$ 86,000

We have estimated our expenses to be approximately \$4,500 and would agree to this as a maximum for reimbursable expenses resulting in a **Total Proposed Contract Maximum Fee for the Entryway Renovation of \$90,500.**

Our proposed schedule for this work will include bidding the work this fall, but we are open to adjusting the schedule based on availability of funds and the County’s expectations.

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS



We appreciate the opportunity to help with this critical project. Please let me know if I can provide any additional information.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Jonathan Loose". The signature is stylized with a large, looping initial "J" and a long, sweeping underline.

Jonathan Loose

cc: Joel Dunning, Wold Architects & Engineers
Andrew Dahlquist, Wold Architects & Engineers
Matt Mooney, Wold Architects & Engineers