

Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 21, 2017

9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-3	(1) Minutes from the November 7, 2017 Meeting
	4-20	(2) Consider approving the 2018-2019 County Feedlot Program Delegation Agreement Work Plan
	21	(3) Consider approval to purchase recycling containers for Swift County Residents
	22	(4) Consider approval of Daycare Loan Request
	23-24	(5) Consider approval of DNR Grant for Reimbursement Grant for the years 2018 and 2019 for \$10,284.00
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:35 a.m.		County Administrator Report
9:37 a.m.		Citizens Comments
9:38 a.m.		Jon Panzer
	None	Swift County Fair Update
9:45 a.m.		Scott Collins
	25-28	Consider approval to purchase a Tennant Sweeper for Swift County Environmental Services
10:00 a.m.		First Reading of the Buffer Ordinance
	29-36	
10:10 a.m.		Michael Johnson, Parks and Drainage
	37	Ditch Update
10:15 a.m.		John Holtz, Sheriff
	38-104	Consider approval to moving a yearly contract with Motorola to a five-year contract
10:30 a.m.		Catie Lee, Human Services Director
	105-130	Consider approving a temporary increase to Kim Guse's credit card Department Update
11:00 a.m.		Other Business
	None	Swift County Emergency Operations Plan availability
11:05 a.m.		Adjourn

SWIFT COUNTY BOARD MINUTES

November 7, 2017

Chairman Rudningen called the meeting to order at 9:02 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Environmental Services Director Scott Collins, Human Services Director Catie Lee, Sheriff John Holtz, Highway Engineer Andy Sander, Elizabeth Jensen, Joel Dunning and Amanda Ness.

Chairman Rudningen asked if there were any changes or additions to the agenda. Commissioner Fox requested the addition of a discussion on One Watershed One Plan during Other Business. No other changes or additions were requested.

11-07-17-01 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the agenda as presented. Motion carried unanimously.

11-07-17-02 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Consent Agenda items: (1) Approval of Minutes from the October 17, 2017 Regular Meeting, (2) Approval of a health insurance premium holiday, (3) Approval of the updated Corporate Authorization Resolution with Co-op Credit Union, (4) Approval of the 2018-2019 Natural Resources Block Grant Agreement, (5) Approval of the Daycare Loan request, (6) Approval of the MN Family Investment Program Biennial Service Agreement, (7) Approval of the Countryside Public Health Annual Contract, (8) Approval of the appointments of two new board members for the Housing and Redevelopment Authority, and (9) Approval to participate in a study of the TH 119 and 59 intersection in Appleton. Motion carried unanimously.

11-07-17-03 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: Revenue: \$591,619.79; Solid Waste: \$20,327.49; Road and Bridge: \$51,698.51; Human Services, \$1,106.09; County Health Insurance, \$107.85; Upper Minnesota Watershed, \$1,972.29; Region 6 West Agency, \$10,662.11; Townships & Cities Agency, \$1,933,174.32; Rural Development Agency Fund, \$12,411.75 which includes the following bills over \$2,000: Amundson Peterson, \$17,245.72; Anoka County Treasury Office, \$2,375.00; Benson Municipal Utilities, \$6,376.07; Barry Bouwman, \$9,000.00; CliftonLarsonAllen LLP, \$5,050.00; Computer Professionals Unlimited, Inc., \$5,973.32; Geyer Recycling, \$5,862.50; Holmgren Tree Spraying Service, \$20,640.00; Overholser Properties, LLC, \$3,250.00; Pioneerland Library System, \$31,952.50; Soil Conservation Office, \$2,536.00; Sussner Construction, Inc., \$456,522.50; Swift County Benson Hospital, \$2,896.42; Swift County Fair Association, \$20,560.00; Swift County Historical Society, \$18,962.00; Swift County HRA, \$13,539.81; Swift County RDA, \$12,411.75; Traffic Marking Service, Inc., \$3,432.08; Appleton Township Treasurer, \$11,702.56; Benson Township Treasurer, \$5,747.34; Camp Lake Township Treasurer, \$9,037.03; Cashel 8,804.01; City of Appleton Treasurer, \$709,276.75; City of Benson Treasurer, \$754,425.77; City of Clontarf Treasurer, \$20,073.26; City of Danvers Treasurer, \$26,590.54; City of DeGraff Treasurer, \$5,457.34; City of Holloway Treasurer, \$81,189.24; City of Kerkhoven Treasurer, \$108,153.96; City of Murdock Treasurer, \$57,675.77; Clontarf Township Treasurer, \$11,634.98; Dublin Township Treasurer, \$7,220.14; Edison Township Treasurer, \$4,100.62; Fairfield Township Treasurer, \$4,090.71; Hayes Township Treasurer, \$7,152.98; Hegbert Township Treasurer, \$5,856.24; Kerkhoven Township Treasurer, \$9,822.43; Kildare Township Treasurer, \$8,263.49; Marysland Township Treasurer, \$3,283.89; Moyer Township Treasurer, \$4,772.93; Pillsbury Township Treasurer, \$7,626.83; Shible Township Treasurer, \$6,573.56; Six Mile Grove Township Treasurer, \$10,162.56; Swenoda Township Treasurer, \$6,061.60; Tara Township Treasurer, \$6,607.04; Torning Township Treasurer, \$11,609.84; West Bank Township Treasurer, \$6,943.81; Upper Minnesota Valley RDC, \$10,662.11; Waste Management Of Northern Minnesota, \$9,011.47; and Yellow Medicine County Jail, \$4,575.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Helping Hands Nurse Family Partnership, 6W Community Corrections, and Building Committee. Commissioner Gary Hendrickx reported on 6W Community Corrections, Demolition Meeting, Southern Prairie Community Care and AMC District Meeting. Commissioner Fox reported on Chippewa River Watershed, Hospital Finance Committee, Duinincks Meet and Greet, Hospital Board, Assisted Living Update Meeting, and AMC District Meeting. Commissioner E. Pederson reported on DAC and Historical Society. Chairman Rudningen reported on Prairie Lakes Youth, AMC District Meeting, and Building Committee.

Administrator Baker reported on the Countryside Public Health Construction Deadline, Courthouse Construction Update, HRA Update, Township Demolition Meeting, County Garment Purchases, Enhancing the Organization Committee upcoming discussions on the organizational chart and committee membership, Human Services CHIPs case pilot program, GROW building ownership discussions.

Chairman Rudningen asked for citizens comments. There were none.

County Treasurer Ron Vadnais reviewed the 3rd Quarter Treasurer Report and answered questions.

Treasurer Vadnais further presented a request by Appleton Area Health Services for a Tax Penalty Abatement. A discussion was held and no action was taken by the board.

County Auditor Kim Saterbak reviewed the 3rd Quarter Executive Department Budget Report and answered questions.

Joel Dunning and Elizabeth Jensen of Wold Architects and Engineers presented the most recent Cost Summary and a discussion was held regarding the lightning protection system.

Swift County Benson Health Services CFO Dan Enderson and CEO Kurt Waldbillig presented an update on the Assisted Living Facility Financing.

Benson City Manager Rob Wolfington updated the board on the Local Road Improvement Project being pulled due to not receiving the federal grant.

Administrator Baker updated the board on the job description and pay rate for the HRA/RDA job position. Board directed staff to advertise the position.

Commissioner Fox gave an update on One Watershed One Plan and a short discussion was held.

11-07-17-04 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the abatement request. Motion carried unanimously.

11-07-17-05 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:44 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

MPCA County Feedlot Program Delegation Agreement Work Plan

Delegation Agreement Years: 2018-19

County: Swift

County Feedlot Officer(s): Barry Bouwman, Scott Collins

Primary Contact Person: Scott Collins

Telephone Number(s): 320-843-2356

E-mail Address(es): pam.perrizo@co.swift.mn.us

Amendment Number: _____

(Please see Appendix A for help completing this document.)

The revised rules adopted on October 23, 2000 and updated in January 2015, require a Delegated County (County) to prepare a Delegation Agreement that describes the County's plans, strategies and goals for administration and implementation of the Feedlot Program. This Delegation Agreement Work Plan satisfies the Minnesota Rule Chapter 7020 requirement that the Delegation Agreement must be reviewed and approved by the County and the Minnesota Pollution Control Agency (MPCA) annually.

Minnesota legislative appropriation language (Minnesota Statutes 116.0711) contains provisions for reducing grants to Counties if they do not meet minimum program requirements (MPRs) as set forth in this document. Counties that fail to meet the minimum 7% inspection rate MPR and/or 90% of non-inspection MPRs are subject to base grant reductions and/or loss of eligibility for a performance credit award.

For any feedlot in which a County employee or a member of the County employee's immediate family has an ownership interest, the County employee will not:

- (a) Be involved in making preliminary or final decisions to issue a permit, authorization, zoning approval, or any other governmental approval for the feedlot; and
- (b) Conduct or review inspections for the feedlot.

<p>This MPCA County Feedlot Program Delegation Agreement Work Plan has been prepared by the County for the period of January 1, 2018 – December 31, 2019. The County agrees with the terms and conditions established in this Delegation Agreement Work Plan and will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements described herein. The County understands that this Delegation Agreement Work Plan will be reviewed by the MPCA after completion of the first year and, if necessary, be revised.</p>	
Signature of Chair of Board of County Commissioners	Date

A. STRATEGIES

MN Rules 7020.1600, Subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

Registration Strategy

1. Please indicate the method(s) the County will use to provide a feedlot owner with a registration receipt:
 - a. A 30-day registration receipt letter
 - b. A 30-day inspection letter that contains confirmation of re-registration
 - c. A permit cover letter or Certificate of Registration that contains confirmation of re-registration
 - d. Verbal notification of re-registration as documented by a log

All listed strategies will be used and the 30 day registration receipt letter will be used on all registrations.

2. Please indicate the type of registration form used by the County.
 - a. MPCA standard registration form
 - b. County designed form (A copy of the form must be attached.)

Currently Swift County uses the MPCA standard registration form.

3. Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types or a change or addition to manure storage (i.e. liquid storage when it wasn't previously included).

Any changes that are found at the time of re-registration will trigger a facility inspection for compliance and the need for additional permitting or manure record keeping. It is the County policy to re-register a feedlot when any known changes happen.

4. Please describe the strategy and timeline that the County intends to follow to address facilities that have not met the re-registration deadline by January 1, 2018 and/or any continuous registration strategy over the next two years.

Swift County has pursued the re-registration of all feedlots required to be registered. Contact is made with any facility that has failed to re-register. The County has also notified producers that failure to re-register will trigger site visits with scheduled inspections. Currently the County is on track to have all feedlots that are required to be registered done by the end of the year.

Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see Appendix A. A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

Using the table below, please complete an inspection strategy. The strategy must include required goals, as applicable to the County, for conducting inspections at the following sites.

Required Inspection Strategies

Strategy Goal	Inspection Goal 2018*	Inspection Goal 2019*
Sites proposing construction or expansion	2	2
Sites with an Interim (at sites required to be registered) or Construction Short Form (CSF) permit w/ ≥300AU.	2	2
Sites with signed open lot agreements (OLA) that have never been inspected	OLA Inspections Complete	OLA Inspections Complete
Sites required to be registered that have never been inspected	2	2

Total	6	6
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**If applicable, enter a number or range for the number of sites the County predicts will be completed for each required strategy goal. If not applicable, simply enter N/A. There will not be a penalty if the County does not meet strategy goal numbers as long as there is a valid reason and the County communicates with the MPCA regional staff in a timely manner.*

The County's inspection strategy shall also include goals, as applicable, for conducting inspections at high risk/high priority sites and/or low risk/low priority sites. The County may choose from the provided examples or write their own strategy in the space provided below.

HIGH RISK/HIGH PRIORITY SITES

- a) Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), Watershed Restoration and Protection Strategy (WRAPS), a TMDL and/or BWSR One Watershed One Plan (1W1P). (See Appendix A for 1W1P link.)
- b) Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.
- c) Sites that have an OLA and/or an open lot without runoff controls.
- d) Conduct phosphorus inspections within a formally designated area such as a TMDL, WRAPS or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)
- e) Conduct in-field land application inspections within a formally designated area such as a TMDL, WRAPS or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)
- f) Alternative Strategy

LOW RISK/LOW PRIORITY SITES

- a) Sites within a specified size category (i.e. 300 – 499 AU). Please specify.
- b) Sites within a watershed, township or other formally designated area.
- c) Conduct phosphorus inspections within a specific watershed, township or other formally designated area.
- d) Conduct in-field land application inspections within a specific watershed, township or other formally designated area.
- e) Conduct phosphorus inspections as part of a compliance inspection.
- f) Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.
- g) Conduct inspections at all sites in the County on a five year or less rotating basis.
- h) Alternative Strategy

Inspection Strategies

Inspection Strategy	Inspection Goal 2018*	Inspection Goal 2019*
High Risk - b > 100 AU	3	3
High Risk - d > 100 AU	2	2
Low Risk - a > 300 AU	3	3
Low Risk – e > 100 AU	2	2
Total	10	10

**Enter the number of inspections the County predicts will be completed for each category.*

Note: Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.

Inspection Strategy Totals

	Inspection Goal 2018*	Inspection Goal 2019*
Total	16	16

**Enter the total inspections from both the Required Inspection Strategies and Inspection Strategies tables above.*

Please describe the type of documentation the County will use to document inspections by inspection type. (See Appendix A.)

Compliance Inspection: aerial photos, maps, camera photos, notes, inspection checklist
Construction Inspection: aerial photos, maps, camera photos, notes
Complaint Inspection: aerial photos, maps, camera photos, notes, inspection checklist when needed.
Phosphorus/Desktop Nitrogen & Phosphorus Record Inspection: soil tests, manure records, checklist.
In-Field Land Application Inspection aerial photos, maps, camera photos, notes, manure records.
Stockpile Inspection: aerial photos, maps, camera photos, notes, inspection checklist

Compliance Strategy

1. Please state the various method(s) and practice(s) that the County will use in response to **compliance inspections** that result in non-compliance, including facilities that have failed to meet OLA timelines:
 - a. Include corrective actions in the inspection results notification letter, where corrective actions can be completed in 30 days or less.
 - b. Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
 - c. Issue an Interim Permit that includes timelines for corrective actions.
 - d. Document in a letter to the owner that another agency (NRCS or SWCD) is working to correct identified pollution hazards.
 - e. **Other strategies, as described in the space below.**

a,c and d will be used as normal response to non-compliance with site inspections. When discharge issues are found with open lots, steps will be taken to initiate upfront fixes and an Interim Permit issued if fixes will involve engineering and changes to the Feedlot. Usually a two year timeline is needed when cost share and planning is involved. LOW's and NOV's will be used when there is lack of follow through to resolve non-compliance. 60 to 90 days is usually set as a timeline to come up with a compliance plan. The County will continue to prioritize assistance to producers that need compliance work or other improvements and modifications.

2. Please indicate the various method(s) and practice(s) that the County will use in response to **land application inspections** that result in non-compliance:
 - a. Address non-compliance at the same time the facility non-compliance is addressed. See above.
 - b. Include corrective actions in the inspection results notification letter, where corrective actions can be completed in 30 days or less.
 - c. Issue an LOW or NOV that will include corrective actions and deadlines.
 - d. Document in a letter to the owner that another agency (NRCS or SWCD) is working to correct identified pollution hazards.
 - e. **Other strategies, as described in the space below.**

All listed methods will be used and letters will be sent to clarify the corrective actions needed and the timelines for these actions to be completed. When inspections indicate that producers are properly applying manure and following soil test recommendations, but lacking required records, then record keeping materials are given and a level two inspection planned for a later date. Feedlots over 300 AU's have MMP reviews and are asked to update the plans with current information. LOW's and NOV's are used for non-compliant stockpiles and land applications not following setbacks and have discharge issues.

3. Please state the timelines (scheduled compliance goals) that the County intends to meet when using the methods and practices identified under Item 1 and Item 2 above:
 - a. Notification of inspection results informing the producer of non-compliance including the listing of any corrective action that can be completed within 30 days. Follow-up contact/communication to evaluate producer progress.

b. Decision to escalate compliance action where progress on corrective actions is not forthcoming.

A 30 to 60 day timeline will fit most situations when minor fixes or a change in operation is needed to bring a facility into compliance or correct issues with land application, stockpiling or record keeping. Interim Permits will be issued to correct compliance issues that need considerable time.

Owner Assistance Strategy

1. Please describe the type of activities you plan to conduct and how many of each. (Examples: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; help with MMP writing.)

In 2018 Swift Co intends to hold it's yearly producer meeting and dinner. The feedlot Program will be involved with all facets of owner assistance including a Producer education meeting, newsletters, assistance with manure record keeping, MMP's and distribution of manure sample containers.

2. Please state the number of producers you expect will attend training and education activities if any are proposed.

Swift County holds a Producer meeting each February with about 35 in attendance.

3. Will you be keeping track of the number of producer contacts? If so, how?

The Swift County Environmental Office tracks and logs producer contacts and forwards information to the Feedlot Officer for follow up.

B. DELEGATED COUNTY MPRs

MN Stat. 116.0711 Subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

Inspection MPRs

A County must inspect 7% or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A compliance inspection, a desk-top nitrogen and phosphorus record inspection or an in-field land application inspection may only count once towards the minimum 7% inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the 7% inspections should be compliance inspections. The remaining half can be a combination of construction/interim permit inspections, desk-top nitrogen and phosphorus record inspections or in-field land application inspections.

Inspection MPRs	Jan. 1 – Dec. 31, 2018	Jan. 1 –Dec 31 2019
1. Agency-approved number of feedlots required to be registered by the State. (Enter the number of feedlots for your County found in Appendix B.)	157	(Leave blank)
2. County–Agency agreed upon inspection rate. (Enter "7%" for 2018 and 2019 unless a different inspection rate percentage was negotiated.)	10%	
3. County–Agency agreed upon inspection number for the identified time period. (Calculate 7% of the number from item 1 and enter it here.)	16	(Leave blank)

Non-Inspection MPRs

Registration MPRs	YES	NO

<p>1. The County will register and maintain registration data in the Tempo database (MN R. Ch. 7020.0350 Subp. 1 and 7020.1600, Subp. 2. C).</p> <p><i>A County program review should indicate that the County uses the MPCA standard feedlot registration form or has been approved to use a County-designed registration form and the County updates Tempo with the registration information acquired from registration forms and/or permit applications. Tempo fields that must be updated include shoreland status, DWSMA and OLA as agreed to by FMT-MACFO in 2013.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The County issues a registration receipt to the feedlot owner within 30 days of receipt of the registration form (7020.0350, Subp. 5).</p> <p><i>A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) a completed copy of the latest Minnesota Feedlot Inspection Checklist (7020.1600, Subp. 2. H.).</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The County enters data from all feedlot inspections at feedlots required to be registered into Tempo by February 1 of the year following the end of the program year (7020.1600, Subp. 2. H.).</p> <p><i>A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The County's Inspection Strategy has been approved by the agency (7020.1600, Subp. 3a.B.(1-2)).</p> <p><i>The County's Annual CFO Report Supplemental Information Page should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Compliance MPRs	YES	NO
<p>6. The County will notify the producer, in writing, of the results of any compliance inspection. (See Appendix A). The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (7020.1600, Subp. 3a.B. (5)(a)).</p> <p><i>A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing either by letter or document, signed by the producer, that he/she has viewed and agrees with the completed inspection report and waives any further notification of results by mail.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (7020.1600, Subp. 3a.B.(5)).</p> <p><i>A file review should indicate that the County brought non-compliant feedlot operations into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (7020.1600, Subp. 2.H.).</p> <p><i>When a County records a corrective action in Tempo the file should contain documentation by either the County or another party verifying that the corrective action was implemented and/or installed.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Permitting MPRs	YES	NO
<p>9. The County will issue permits within the 60/120 day time period according to Minn. Stat. 15.99 (7020.0505, Subp. 5.C.).</p> <p><i>A file review should indicate that the County date stamps all application components and if applicable uses letters to notify producers of incomplete applications. An application component received by the County electronically (via e-mail) does not need a date stamp provided the dated e-mail is saved with the document.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>10. The County will make sure all permit applications are complete (7020.1600, Subp. 2.C.).</p> <p><i>A file review should indicate that the County uses an agency-approved application checklist and that applications are complete.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>11. The County will ensure producer compliance with required notifications (7020.2000, Subp. 4 and Subp. 5).</p> <p><i>Public notifications for new or existing feedlots with a capacity of ≥ 500 AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> <i>a. Owners' names or legal name of the facility;</i> <i>b. Location of facility - county, township, section, and quarter section;</i> <i>c. Species of livestock and total animal units;</i> <i>d. Types of confinement buildings, lots, and areas at the animal feedlot; and</i> <i>e. Types of manure storage areas.</i> <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p> <ul style="list-style-type: none"> <i>a. Newspaper (affidavit in file);</i> <i>b. Delivery by mail or in person; or</i> <i>c. As part of a county/township permitting process (CUP).</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. The County will issue the appropriate permit after completion of required notifications (7020.2000, Subp. 4, 5).</p> <p><i>A file review should indicate that permits have been issued after the appropriate number of business days (20) following public notifications.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>13. The County will ensure that MMP (manure management plan) conditions have been met according to 7020.2225, Subp. 4.D. prior to permit issuance (7001.0140).</p> <p><i>A file review should indicate that a MMP and a MMP checklist completed by the County is on file for any Interim permit issued for a site > 100 AU; that a MMP and a MMP checklist completed by the County is on file for any CSF permit issued for a feedlot where manure is non-transferred; and that a completed copy of the document "MMP When Ownership of Manure is Transferred" is on file for a feedlot ≥ 300 AU where manure is transferred.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in 7020.2100.</p> <p><i>A file review should indicate that the County uses an agency-approved LMSA checklist and that plans and specifications are complete.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (7020.0535 Subp.7. and 7001.0140).</p> <p><i>A file review should indicate the County issues Interim permits in appropriate situations and conducts an inspection prior to permit issuance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Complaint Response MPR	YES	NO
<p>16. The County maintains a record of all complaint correspondence. (7020.1600, Subp. 2.H. and Subp. 2.J.(6))</p> <p><i>The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation.</i></p> <p><i>The complaint log should include:</i></p> <ul style="list-style-type: none"> <i>a. Type of complaint;</i> <i>b. Location of complaint;</i> <i>c. Date and time complaint was made;</i> <i>d. Facts and circumstances related to the complaint; and</i> <i>e. A statement describing the resolution of the complaint.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner Assistance MPR	YES	NO
<p>17. The County's Owner Assistance Strategy has been approved by the agency. (7020.1600, Subp. 2.J.(5) and Subp. 3a.B.(7))</p> <p><i>The year-end review should indicate that the County initiated their plans as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Staffing Level and Training MPR	YES	NO
<p>18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (7020.1600, Subp. 2.K.)</p> <p><i>The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to MN Rules Ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community. All training sessions attended by the County must be submitted using the Annual CFO Report Supplemental Information Page.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (7020.1600, Subp. 2.I.)</p> <p><i>The County should maintain a pumping notification log. The log should include:</i></p> <ul style="list-style-type: none"> <i>a. Names of the owners/legal facility name;</i> <i>b. Location of the facility (county, township, section, quarter);</i> <i>c. Facility permit number; and</i> <i>d. Start date and number of days to removal.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Web Reporting Requirement	YES	NO
<p>20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (86th Legislature, 2009 MN Session Laws, Chapter 37 – H. F No. 2123, Article 1, Section 3, Subdivision 1)</p> <p><i>As of July 1 of the current program year the Annual CFO Report and MPCA Financial Report from the previous program year should be on the County's website.</i></p> <p>https://www.revisor.mn.gov/laws/?year=2009&type=0&doctype=Chapter&id=37</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2018 County Feedlot Program Delegation Agreement Work Plan Review

- A. County Resource Request** (Request any resources the MPCA can provide to help administer the County feedlot program in your County.)
 _Swift Co requests the continued support from Dana to help with routine feedlot work.

MPCA Response to County Resource Request

MPCA Will continue to provide support to Swift County.

- B. Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs** (Any Delegation Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)

C. Delegation Agreement Approval

The 2018 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements.

Yes No

The comments as recorded above together with the signatures of represented parties constitute that review of the Delegation Agreement Work Plan has been conducted and agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2018 period has been achieved.	<div style="text-align: center; font-size: 1.2em; font-family: cursive;">Scott Collins</div>
	County Feedlot Officer
	<div style="text-align: center; font-size: 1.2em; font-family: cursive;">[Signature]</div>
	11-10-17 Date
Signature of County Feedlot Officer	
<div style="text-align: center; font-size: 1.2em; font-family: cursive;">Michelle Oie</div>	
MPCA County Feedlot Program Development Lead	
<div style="text-align: center; font-size: 1.2em; font-family: cursive;">[Signature]</div>	
11-13-17 Date	
Signature of MPCA County Feedlot Program Development Lead	

Amendment: _____

2018 County Feedlot Program Delegation Agreement Work Plan Review

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Yes No

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	County Feedlot Officer				
	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">Signature of County Feedlot Officer</td> <td style="width: 30%; border: none;">Date</td> </tr> <tr> <td style="border: none; text-align: center;"><i>Michelle Oie</i></td> <td style="border: none;"></td> </tr> </table>	Signature of County Feedlot Officer	Date	<i>Michelle Oie</i>	
	Signature of County Feedlot Officer	Date			
<i>Michelle Oie</i>					
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">MPCA County Feedlot Program Development Lead</td> <td style="width: 30%; border: none;">Date</td> </tr> <tr> <td style="border: none; text-align: center;"><i>Michelle Oie</i></td> <td style="border: none; text-align: center;"><i>11-13-17</i></td> </tr> </table>	MPCA County Feedlot Program Development Lead	Date	<i>Michelle Oie</i>	<i>11-13-17</i>	
MPCA County Feedlot Program Development Lead	Date				
<i>Michelle Oie</i>	<i>11-13-17</i>				

Amendment: _____

2019 County Feedlot Program Delegation Agreement Work Plan Review

- A. **County Resource Request** (Request any resources the MPCA can provide to help administer the County feedlot program in your county.)
-

MPCA Response to County Resource Request

- B. **Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs** (Any Delegation Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)
-

- C. **Delegation Agreement Approval**

The 2019 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements.

Yes No

<p>The comments as recorded above together with the signatures of represented parties constitute that review of the Delegation Agreement Work Plan has been conducted and that agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2019 period has been achieved.</p>		
	County Feedlot Officer	
	Signature of County Feedlot Officer	Date
	MPCA County Feedlot Program Development Lead	
	Signature of MPCA County Feedlot Program Development Lead	Date

Amendment: _____

Appendix A

2018–19 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under MN R. Ch 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner. If a County is unable to meet expectations they risk losing funding. If a County does not meet the minimum 7% inspection rate they also risk losing funding.

NEW!

Nitrogen Inspection replaces a Level 1 land application inspection. A compliance inspection now requires more than just verifying if application records are being kept. Inspection of the records to verify nitrogen application requirements is now also required as part of a compliance inspection.

Phosphorus/Desk-top Nitrogen & Phosphorus Record Inspection replaces a Level 2 land application inspection.

In-field Land Application Inspection replaces a Level 3 land application inspection.

Stockpile inspection

TYPES OF INSPECTIONS

(Please refer to the new Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection.)

Compliance Inspection is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for ≥ 100 AU the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Compliance Inspection* as the Compliance Evaluation Type.

Construction Inspection is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo select *FE Construction Inspection* as the Compliance Evaluation Type.

Complaint Inspection is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot relating to the complaint and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo select *FE Complaint Inspection* as the Compliance Evaluation Type.

Stockpile Inspection is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Stockpile Inspection* as the Compliance Evaluation Type

Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for ≥ 300 AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type in Tempo both *FE Compliance Inspection* and *FE Phosphorus* are selected as Compliance Evaluation Types.

- **Desk-top Nitrogen & Phosphorus Record Inspection** is an inspection of both nitrogen and phosphorus land application records of a site registered for ≥ 300 AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records but it could also be conducted onsite. When entering an inspection of this type into Tempo select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type.
- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE In-field Land Application Inspection* as the Compliance Evaluation Type.

A Special Note about Inspections at Facilities Designated as a Large CAFO or Operating Under an NPDES or SDS Permit

County inspections conducted at NPDES/SDS/CAFO sites DO NOT count towards the minimum 7% inspection rate. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the Annual CFO Report to obtain performance credits.

INSPECTION DOCUMENTATION

Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR 3). The results of compliance and land application inspections are to be documented and communicated in writing to the feedlot owner (MPR 6). It is not necessary to do this for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection. Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo. It is a future goal of the MPCA feedlot program to require Counties to upload this inspection documentation into Tempo. Documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner and at least one of the following suggested pieces of documentation.

Suggested

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** – aerial photos, maps, camera photos, notes (on non-compliance, record review calculations), copies or photos of contents of the owner's feedlot files or records, nitrogen record review worksheets, manure and/or soil test results
- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture).
- **Land application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results

For all inspection types except Construction and Complaint:

- Inspection checklist must be used.

- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist) and corrective actions/time frames for addressing non-compliance if applicable.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.
- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

HOW INSPECTIONS COUNT TOWARDS THE MINIMUM SEVEN PERCENT (7%) INSPECTION RATE

Compliance and Construction Inspections count toward the minimum 7% inspection rate as one (1) inspection.

Desk-top Nitrogen & Phosphorus Record Inspection (conducted independent of a compliance inspection) at a feedlot site ≥ 300 AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to meet the nitrogen record requirement first and then the phosphorus record requirement second. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

In-field Land Application Inspection at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection. In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure is required to be registered and should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only one inspection can be counted toward the minimum 7% inspection rate for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

INSPECTION STRATEGY

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected or feedlots with OLAs that have not been inspected.

Supplemental Information Page

A County must write an annual inspection strategy progress report. This is included in the Supplemental Information Page of the year-end Annual CFO Report. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR 5).

Recommended Approach for Developing an Inspection Strategy

Step 1. The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application "inspection" counts as one half (0.5) inspection towards the minimum 7% inspection rate.

Step 2. The second step is to calculate the number of sites in the County that are subject to the four required inspection strategy categories (see “Required Inspection Strategies” on page 2). For example, a County may estimate based on past experience they need to inspect 15 sites as a result of permit issuance requirements, 10 sites with signed OLAs that have never been inspected and 50 sites required to be registered that have never been visited. In this case 75 sites need to be inspected.

Step 3. The third step is to decide how many inspections the County can conduct in each of the required categories over the next two years. The County must plan to inspect all sites each year where permits are being issued. However, Counties may be able to complete only a fraction of the inspections over the next two years at feedlots that have never been inspected or with signed OLAs that have never been inspected. The reason is that some Counties still have many sites that have never been inspected or with signed OLAs that have never been inspected. In the example used, the County has determined that they will do a total of 21 inspections annually (Step 1) and that 15 of them will be due to permit issuances (Step 2). This leaves six inspections available for sites that are required to be registered but have never been inspected and sites with signed OLAs that have never been visited.

Step 4. Counties may choose inspection strategies in addition to those that are required (see “Inspection Strategies” on page 3). Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

WATERSHED CONTACTS



Interagency

Watershed Core Team



1W1P_watershed_lea

ds_map5.pdf

BWSR ONE WATERSHED ONE PLAN (1W1P)

1W1P website link: <http://bwsr.state.mn.us/planning/1W1P/index.html>

APPENDIX B**2018 County Program Base Grant Award Feedlot Number**

Delegated County	Feedlots Eligible for Funding
Big Stone	40
Blue Earth	363
Brown	386
Carver	238
Clay	105
Cottonwood	257
Douglas	420
Faribault	362
Fillmore	737
Freeborn	285
Goodhue	685
Houston	414
Jackson	330
Kandiyohi	445
Kittson	18
Lac Qui Parle	194
Lake of the Woods	25
Le Sueur	172
Lincoln	414
Lyon	282
McLeod	329
Marshall	41
Martin	474
Meeker	253
Morrison	618
Mower	381
Murray	425
Nicollet	316
Nobles	432
Norman	45
Pennington	38
Pipestone	451
Polk	77
Pope	294
Red Lake	38
Renville	288
Rice	287
Rock	512
Sibley	289
Stearns	1,491
Steele	251
Stevens	130
Swift	157
Todd	682
Traverse	34
Wadena	99
Waseca	234
Watonwan	184
Winona	555
Wright	263
Yellow Medicine	271



Busch Systems International Inc.
81 Rawson Ave
Barrie, ON, CANADA L4N 6E5

Phone: 800-565-9931 Fax: 705-722-8972

Website: www.buschsystems.com

Sales Quote

Sales Quote Number: SQ17-008094

Sales Quote Date: 10/27/2017	Expiry Date: 11/26/2017	Terms: NET 30 DAYS
Customer ID: SWICOU	Tax Exemption No.: 41-6005906	Account Rep: JACLYN WILSON

Sell SWIFT COUNTY ENVIRONMENTAL
 To: PAM PERRIZO
 1000 INDUSTRIAL DR.
 BENSON, MN 56215
 United States

Phone: (320) 843-2356 Ext. **Fax:**
Email: pam.perrizo@co.swift.mn.us

Ship SWIFT COUNTY ENVIRONMENTAL
 To: PAM PERIZZO
 1000 INDUSTRIAL DR
 BENSON, MN 56215
 United States

Phone: 320-843-2356 **Fax:**
Email: pam.perizzo@co.swift.mn.us

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
UP26-72ML	UPRIGHT 26 G - W/HANDLES MOBIUS LOOP 1 SIDE - MAXTECH BLUE - MOBIUS LOOP	98	Each	15.00	1,470.00
UP26L-72	UPRIGHT 26 G - LID - ROYAL BLUE	1	Each	4.00	4.00
UP26-72ML	UPRIGHT 26 G - W/HANDLES MOBIUS LOOP 1 SIDE - MAXTECH BLUE - MOBIUS LOOP	500	Each	17.40	8,700.00
FREIGHT	SHIPPING + HANDLING	1	Each	800.00	800.00

Subtotal: 10,974.00

Shipping Details

Dock Level Door	Yes	Call Prior to Delivery	No	USD	Total: 10,974.00
Accepts 53 FT	Yes	Fork Lift Onsite	Yes		
Tailgate Service	No	Delivery Hours	From 7:00 AM to 4:00 PM		

TERMS
 - All Product Remains the Property Of Busch Systems Int'l Inc. Until Paid in Full.
 - No product is to be returned without our written authorization

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

Customer Approval: _____ **Date:** _____



Request for Board Action

BOARD MEETING DATE:
November 21, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approve 1 daycare loan					
AGENDA YOU ARE REQUESTING TIME ON: Regular board			ARE YOU SEEKING APPROVAL OF A CONTRACT? No		
IS THIS MANDATED? No			EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the loan request		
BACKGROUND/JUSTIFICATION:					
Name	Address	#children in Daycare	Amount requested	Purpose	Committee Approval Date
Victoria Bailey	551 40 th St. NW, Benson	12	\$1800.00	Refrigerator, toys for gross motor and fine motor development, learning toys	11/14/2017
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?			Click here to enter text.		

Budget Information

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

Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
November 21, 2017

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Acceptance of DNR Grant for a Reimbursement Grant for the years 2018 and 2019. The total amount of the grant is \$10,284.00.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: With the ATV park located in Swift County these funds are to be used for Equipment needed for patrolling, supplies and other expenses, personnel along with general law enforcement duties and off-highway vehicle enforcement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: This grant is a Reimbursement Grant. We applied for this grant in 2015 which we received over \$5,500. In those years.

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:

Board Action

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

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-40__



August 30, 2017

Deputy Derek Bendel
Swift County Sheriff's Department
301 Fourteenth Street N
Benson, MN 56215

Dear Deputy Derek Bendel:

The Minnesota Department of Natural Resources (DNR), Enforcement Division, is sending contracts to the 56 counties that have chosen to participate in the Off Highway Vehicle (OHV) Enforcement Grant Program during this biennium, July 1, 2017 through June 30, 2019.

Enclosed, you will find your county grant contract. Please sign and return all three copies. Once DNR signs the contract, they are in effect. Meaning, you can earn reimbursement for expenditures only after all parties have signed them.

Based on the number of participating counties, your county will receive the amount of \$5,142.00 in each fiscal year, 2018 and 2019. The details of receiving reimbursements will be indicated in the contract and on the DNR website. All expenses over the amount of your grant will be the sole responsibility of your county agency. Also, keep in mind that this program is set up for your agencies to provide annual reports, in order to receive annual payments.

All information and forms regarding the Off Highway Grant Program can be accessed at the following website: http://www.dnr.state.mn.us/grants/enforcement/ohv_safety.html

A number of counties have indicated their interest in providing youth ATV training, and updates on current state laws regarding OHV use. The training course for instructors is available on-line, at: www.dnr.state.mn.us/safety/instructors/index.html. For updated information and training regarding the current laws, please consult with your local Conservation Officer.

If you have any questions, feel free to contact Chuck Niska, Program Manager. Chuck can be reached at chuck.niska@state.mn.us or (612) 756-4165.

Thank you in advance for your on-going efforts to assist the DNR in protecting Minnesota's resources and providing service to our citizens.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rodmen Smith', with a long horizontal flourish extending to the right.

COL Rodmen Smith, Director
Division of Enforcement

QUOTE/ORDER -Model 6200

SWIFT COUNTY
 1000 INDUSTRY DR
 BENSON, Minnesota, 56215
 Scott Collins

Greg Anderson
 Tennant Sales and Service Company
 701 North Lilac Drive
 Minneapolis, MN 55440-1452
 612-406-9072



Quote Date : 11/2/2017

BUILT-IN "TENNANT VALUE" INCLUDES:

- | | |
|---|-----------------------------------|
| 235 AH Batteries (p/n 383952) | Wet Sweeping Bypass |
| 20 amp Charger (p/n 383963) | Foot Pedal-Controlled Debris Flap |
| Battery Discharge Indicator | Color-Coded Wiring |
| Power Shutdown Switch | Hour Meter |
| Heavy-Duty Motor Controller | High Visibility Operation Decals |
| High-Dump Hopper | Auto-On Side Brush |
| Retractable Sidebrush Assembly | 360° Visibility |
| Standard Main Sweeping Brush (Select One) | Cup Holder |
| Standard Side Sweeping Brush (Select One) | Corrosion-Proof Shrouds |
| InstantAccess™ Filter | Corner Rollers All-Around |
| Panel Filter with VCS® System | Removable Side Panels |
| No-Tool Brush & Filter Change | WipeClean™ Polyethylene Shrouds |
| Self Adjusting Recirculation Skirt | |
| High Flow Radial discharge Fan | |

TENNANT COMPANY WARRANTY
2 YEARS OR 2000 HOURS - PARTS
6 MONTHS - LABOR
6 MONTHS - TRAVEL
10 YEARS ON DURAMER™ HOPPER
 CUSTOM Options May Add 1 Week Or More to Standard Lead Times



Quote Request Information

<input type="checkbox"/>	Fax (quote only)
<input type="checkbox"/>	Mail (quote,lit, specs)
<input type="checkbox"/>	Fax + Mail

Primary Use

<input type="checkbox"/>	Inside
<input type="checkbox"/>	Outside

Description	Reference #	Price Each	Qty	Extended Price
Base Configuration				
Cleaning Type				
6200 Battery Rider Sweeper	6200-B	\$22,046.00	1	\$ 22,046.00
Battery Type (Note 1-4)				
Wet 240 AH C/20	383952	N/C	1	N/C
Charger				
21A 85-265V AC 50/60Hz 1Ph	9003373	N/C	1	N/C
Machine Protection & Safety				
Audio BU Alarm w/Flashing Light On Lintel	384120 & 384126	\$660.00	1	\$ 660.00
Brushes				
Main Sweeping Brushes				
Polypropylene Brush	383487	N/C	1	N/C
Side Sweeping Brushes				
Heavy Duty Polypropylene Brush	384068	N/C	1	N/C
Support (Note 11)				
Standard Warranty		N/C	1	N/C
Ultimate Performance Guarantee	50619	N/C	1	N/C
Operator Manual (English)	330410	N/C	1	N/C
Operator DVD (English, Spanish, French) Verify Languages	1041855	N/C	1	N/C
IRIS Telemetry				
IRIS Information Service (Note 11)				
Monthly**	IRIS Monthly	\$10.00	No	

QUOTE/ORDER -Model 6200

** 12 month minimum commitment required. By default, customer will be billed monthly for 36 months but customer can cancel billing anytime after first 12 months by notifying Tennant.

Machine Subtotal \$ 22,706.00

Discounts

Minnesota State Contract Discount	Discount %	10	1	\$ (2,270.60)
	Discount Total	\$ (2,270.60)		
Select Tennant Program	Pricing Not Approved. Click to Approve.			
Machine and Battery Surcharge	Surcharge	\$ 100.00	1	\$ 100.00
Prepaid and Add	Freight	\$ 386.00	1	\$ 386.00 FRI
MACHINE TOTAL*				\$ 20,921.40

QUOTE/ORDER -Model 6200

Financing

Is customer interested in financing?

If not, why?

Wells Fargo - Leasing Calculation Option:	Option 1	Option 2
Purchase Option:	\$1.00	None
24 Months	\$926.78	
36 Months	\$635.99	
48 Months	\$490.86	
60 Months	\$403.99	

TennantTrue

Is customer interested in service program?

Term:	36
Monthly machine usage (hrs):	25

AB Brushes

TennantTrue:	Rate Per Unit	Hourly Labor Rate	Site Visit Charge
Hassle Free - Monthly			
Hassle Free - 36 Mo			
Gold - Monthly	\$124.00		
Gold - Pre Pay Full Term	\$4,285.00		
Silver - Monthly	\$73.00		
Silver - Annually	\$858.00		
Silver - Pre Pay Full Term	\$2,523.00		
Silver - Per Visit	\$350.00		
Pay As You Go			
Block of Time - Weekly	\$2,366.00		
Block of Time - Bi-Weekly	\$1,222.00		
Road Runner - verify coverage area*			
On Demand			

* Verify customer current pricing prior to quote. Road Runner available in select markets in the US & Canada. See map for details.

**All rates and fees above reflect service for one (1) unit with the exception of Block of Time service.

Quote Special Instructions:

Terms and Conditions

Ask your local sales rep for estimated lead times. Verify when placing order
 All orders subject to acceptance by Tennant Sales and Service Company, Minneapolis, Minnesota
 Prices subject to change without notice.
 Terms: Net 30 days. Subject to any applicable taxes.
 Freight: Machines and accessory orders delivered FOB shipping point Frt PPD & Add
 Parts, supplies, detergents and floor treating material orders delivered FOB
 shipping point Frt PPD
 Tennant handles all loss and damage claims on behalf of customers.
 All orders are subject to Tennant's General Terms and Conditions available at <http://www.tennantco.com/terms>.
 Printed General Terms and Conditions are also available upon request.

QUOTE/ORDER -Model 6200

Quote Date :

11/2/2017

Order Placement Information: To place your order, fill in PO# and customer signatures, call or fax to the numbers listed below. Customer Purchase Order is required.

If information is missing, orders will be entered and held until all information is received.

Customer Number

0004869181

Cust Grp 3

Who Owns the Machine? (Sold-To Info) (Please Verify)

Company Address

SWIFT COUNTY
1000 INDUSTRY DR
BENSON, Minnesota, 56215
Name
Scott Collins
Phone
320-843-2356

Where is the Machine Being Shipped? (Ship-To Info) (Please Verify)

Company Address

SWIFT COUNTY
1000 INDUSTRY DR
BENSON, Minnesota, 56215
Name
Scott Collins
Phone
320-843-2356

Shipping / Carrier Instructions:

Order Special Instructions:

Customer Purchase Order No.
(please attach copy)

Tax Exempt

Yes
No

If Yes, attach a copy of your exemption certificate.

Requested Delivery Date

Authorized Buyer (please print)

Phone Number

Authorized Buyer Signature

Greg Anderson

Tenant Representative

Specialized Maintenance Equipment

TENNANT · 701 NORTH LILAC DRIVE · P.O. BOX 1452 · MINNEAPOLIS, MN 55440-1452 ·

PHONE:800-553-8033 · FAX:763-513-2116

SWIFT COUNTY BUFFER ENFORCEMENT ORDINANCE PURSUANT TO STATUTES SECTION 103F.48

1.0 STATUTORY AUTHORIZATION AND POLICY

- 1.1 **Statutory authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. §103F.48, the Buffer Law as amended from time to time, Minn. Stat. §103B.101, subdivision 12a, authority to issue penalty orders, and the County planning and zoning enabling legislation in Minn. Stat. chapter 394.
- 1.2 **Purpose and intent.** It is the purpose and intent of the County to:
- (a) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:
 - (1) Protect state water resources from erosion and runoff pollution;
 - (2) Stabilize soils, shores and banks; and
 - (3) Protect or provide riparian corridors.
 - (b) Coordinate the implementation and enforcement of the water resources riparian protection requirements of Minn. Stat. §103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. §103F.201 to 103F.227 and the management of public drainage systems established under Minn. Stat. chapter 103E where applicable; and
 - (c) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.

2.0 DEFINITIONS AND GENERAL PROVISIONS

- 2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.
- 2.1.1 **“APO”** means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd. 7 and Minn. Stat. §103B.101, subd. 12a.
- 2.1.2 **“Buffer”** has the meaning provided in Minn. Stat. §103F.48, subd. 1(c).
- 2.1.3 **“Buffer protection map”** has the meaning provided in Minn. Stat. §103F.48, subd. 1(d) and which are available on the Department of Natural Resources website.
- 2.1.4 **“BWSR”** means the Board of Water and Soil Resources.
- 2.1.5 **“Cultivation farming”** means farming practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.
- 2.1.6 **“Drainage authority”** has the meaning provided in Minn. Stat. §103E.005, subd. 9.
- 2.1.7 **“Landowner”** means the holder of the fee title, the holder’s agents or assigns, any lessee, licensee, or operator of the real property and includes all land occupiers as defined by Minn. Stat. §103F.401, subd. 7 or any other party conducting farming activities on or exercising control over the real property.

- 2.1.8 **"Parcel"** means a unit of real property that has been given a tax identification number maintained by the County.
- 2.1.9 **"Public drainage system"** has the meaning given to "drainage system" in Minn. Stat. §103E.005, subd. 12.
- 2.1.10 **"Local water management authority"** has the meaning provided in Minn. Stat. §103F.48, Subd. 1(g).
- 2.1.11 **"Normal water level"** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophytic plants or hydric soils or indirectly determined via hydrological models or analysis.
- 2.1.12 **"SWCD"** means Soil and Water Conservation District.
- 2.1.13 **"County"** means Swift County and its employees, designees or representatives.
- 2.1.14. **"Validation of Compliance"** means a notice issued by SWCD that validates that a site(s) is compliant and that said validation is good as long as all practices identified/documented continue to be in place and substantially in the condition identified at the time of issuance. Said notice shall be in recordable form.
- 2.2 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- 2.3 **Data sharing/management.**
- 2.3.1 The County may enter into arrangements with an SWCD, a watershed district if applicable, BWSR and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.
- 2.3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.
- 2.4 **Delegation of Enforcement.** Nothing herein shall prevent the County from entering into an agreement with any other entity, authorized under statutes section 103F.48 to enforce buffer requirements, for the enforcement of buffer requirements within its jurisdiction according to this ordinance or other properly adopted enforcement rule. The County may delegate certain other functions under this ordinance to the SWCD under separate agreement.
- 2.5 **Drainage System Acquisition and Compensation for Buffer.** Nothing in this ordinance shall prevent the acquisition and compensation of grass buffers on public drainage systems pursuant to Minnesota Statutes chapter 103E.
- 2.6 **Notice.** Any notice or other communication to be provided herein shall be directed to the Landowner whose name and address appears on the County's Property Taxes Records and listed as the taxpayer. Notice on said Landowner shall be considered sufficient notice to all those who may be considered a Landowner as defined in Section 2.1.7.

3.0 JURISDICTION

- 3.1 **Jurisdiction.** The provisions of this ordinance apply to all waters, shown on the buffer protection map, excluding public drainage systems for which the County is not the drainage authority or a member of

joint drainage authority under Minn. Stat. chapter 103E, where another enforcement authority has elected enforcement jurisdiction.

4.0 BUFFER REQUIREMENTS

4.1 **Buffer width.** Except as provided in subsection 4.4 and 4.5, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:

(a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd. 3 as measured according to subsection 4.2; and

(b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd. 3 and as measured according to subsection 4.2. This subsection applies only if the County is the drainage authority.

4.2 **Measurement.**

(a) The width of any required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer shall be measured from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level as provided in Minn. Stat. §103F.48, subd. 3(c).

(b) The width of any required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer shall be measured in the same manner as for measuring the vegetated grass strip under Minn. Stat. §103E.021, subd. 1 as provided in Minn. Stat. §103F.48, subd. 3(c).

4.3 **Use of buffer area.** Except as provided in sections 4.4 and 4.5 a buffer as defined in this ordinance may not be put to any use, included but not limited to cultivation farming, which would remove or prevent the permanent growth of perennial vegetation.

4.4 **Exemptions.** The requirement of section 4.1 does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd. 5.

4.5. **Alternative practices.** As provided in Minn. Stat. §103F.48, subd. 3(b) an owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.1 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in sections 4.1 to 4.3. The adequacy of any alternative practice allowed under this section shall be based on:

(a) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);

(b) common alternative practices adopted and published by BWSR;

(c) practices based on local conditions approved by the SWCD that are consistent with the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or

(d) other practices adopted by BWSR.

4.6 Compliance with other statute, ordinance or regulation. Where the provisions of any statute, other ordinance or regulation imposes greater restrictions than this ordinance, the provisions of such statute, other ordinance or regulation shall be controlling.

5.0 COMPLIANCE DETERMINATIONS

5.1 Compliance determinations. Compliance with the buffer requirements set forth in section 4 will be determined by the SWCD on a parcel by parcel basis. The compliance status of each bank, or edge of a watercourse on an individual parcel will be determined independently.

5.2 Investigation and notification of noncompliance. When SWCD identifies a potential noncompliance with the buffer requirements or receives a third party complaint from a private individual or entity, or from another public agency, it will consult with the County to determine the appropriate course of action to document compliance status. This may include communication with the landowner, inspection or other appropriate steps necessary to verify the compliance status of the parcel. On the basis of the evidence gathered in this process, the SWCD may issue a Notification of Noncompliance to the County. If the SWCD does not issue such a Notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes §103F.48 and subsection 6.2. If the SWCD does issue such a Notification, the SWCD must include, for consideration by the County, a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48; a recommended timeline for completing the corrective actions; and a standard by which the SWCD will judge compliance with the requirements of Minn. Stat. §103F.48 after the corrective actions are taken.

At any time during process set forth in 5.2 and 5.3, the landowner may provide documentation of compliance to the SWCD.

5.2.1 Compliance determination. The SWCD will evaluate the available documentation, and/or evaluate and/or inspect the buffer and/or alternative practices to determine if the parcel is in compliance. Upon completion of the evaluation and/or inspection the SWCD shall issue a written compliance determination to the landowner, the County and BWSR. The SWCD may also issue a Validation of Compliance if applicable and requested by the landowner.

5.3 Corrective Action Notice. On receipt of an SWCD Notification of Noncompliance, the County will issue the landowner a Corrective Action Notice that will:

(a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;

(b) provide a timeline for completing the corrective actions;

(c) provide the standard by which compliance will be evaluated after the corrective actions are taken; and

(d) include a statement that failure to complete corrective actions and achieve compliance within the timeline provided may result in civil or administrative enforcement actions and the assessment of administrative penalties.

The County may send the landowner a combined Corrective Action Notice and APO as provided in section 6.2 so long as the combined Notice/APO includes all the required elements of both.

The County shall transmit the corrective action notice by either personal service to the landowner or by depositing the same in the U.S. Mail. If service is made by U.S. mail, the document is deemed received

three business days after the notice was placed in the U.S. mail. Failure of actual receipt of a corrective action notice that has either been personally served or served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under section 6.0. The County shall also send a copy of the Notice to the SWCD and BWSR.

Counties may modify the corrective actions and timeline for compliance, in accordance with section 5.2, to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.

5.3.1 At any time after receipt of a corrective action notice, the landowner may provide documentation of compliance to the County. In addition, the landowner may supply information to the County or the SWCD in support of a request to modify a corrective action or the timeline for compliance. On the basis of any such submittal or at its own discretion, the County, after consulting the SWCD, may make a written modification to the Corrective Action Notice or timeline for compliance. The County, upon review and notification by the SWCD, should also make a written determination documenting whether the noncompliance has been fully corrected. Any such modification of a compliance determination will be served on the landowner in the manner provided for in section 5.3. The County shall provide the SWCD and BWSR a written copy of any modification made pursuant to this provision.

5.3.2 The SWCD may, after an evaluation of the evidence documenting compliance submitted by the landowner, issue a written Validation of Compliance if requested by the landowner. Upon receipt by the County of a written compliance determination issued by the SWCD, the Corrective Action Notice will be deemed withdrawn for the purpose of section 6.0, and the subject property will not be subject to enforcement under that section.

6.0 ENFORCEMENT

6.1 Administrative Penalty. The County may issue an APO as provided for in Minn. Stat. §§103F.48, subd. 7(b) and (c) and 103B.101, subdivision 12a to a landowner who has failed to take the corrective action as set forth in the corrective action notice. For the APO to be effective it must be served on the landowner together with a copy of the corrective action notice or alternatively the County may serve the landowner with a combined Corrective Action Notice and APO so long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.2 Administrative Penalty Order (APO).

(a) Initial violation. The penalty for a landowner on a single parcel that has not previously been issued a corrective action notice by the County shall be:

- i. \$0 for 11 months after issuance of the Corrective Action Notice or during the schedule issued for taking correction actions, whichever is greater;
- ii. Up to \$200 per parcel per month for the first six (6) months (180 days) following the time period in i ; and
- iii. Up to \$500 per parcel per month after six (6) months (180 days) following the time period in ii.

(b) Repeat violation. The penalty for a landowner on a single parcel that has previously been issued a corrective action notice by the County shall be:

- i. Up to \$200 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and
- ii. Up to \$500 per parcel per day for after 180 days following the time period in i.

(c) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.

6.2.1 Penalty Determination. For administrative penalties imposed by the County, the County shall determine the severity of the noncompliance, intentional nature of noncompliance and frequency of noncompliance in determining the amount of violation. The amount of an administrative penalty will be based on considerations including the extent, gravity and willfulness of the noncompliance; its economic benefit to the responsible party; the extent of the responsible party’s diligence in addressing it; any noncompliance history; the public costs incurred to address the noncompliance; and other factors as justice may require. Upon appropriate findings, the County shall use the following table to determining a penalty amount:

Nature of Violation	Severity of Violation		
	Minor	Moderate	Substantial
Initial noncompliance (initial term)	\$50	\$100	\$150
Initial noncompliance (subsequent term)	\$200	\$300	\$400
Subsequent initial noncompliance (new parcel, initial term)	\$100	\$150	\$200
Subsequent initial noncompliance (new parcel, subsequent term)	\$300	\$400	\$500
Repeat noncompliance (same parcel, initial term)	\$100	\$150	\$200
Repeat noncompliance (same parcel, subsequent term)	\$300	\$400	\$500

6.2.2 APO. To be valid the APO shall include, at a minimum:

- i. The facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section 4.0 of this ordinance or Minn. Stat. §103F.48 ;
- ii. The specific statute and/or ordinance section(s) that has/have been violated;
- iii. A written description of prior efforts to work with the landowner to resolve the violation;
- iv. The amount of the penalty to be imposed;
- v. The facts supporting the amount of the penalty;
- vi. The date the penalty will begin to accrue;
- vii. The date that payment of the penalty is due;
- viii. The date by which all or part of the penalty may be forgiven if the landowner has/have complied with the Corrective Action Notice; and
- ix. A statement of the landowner’s right to appeal the APO.

6.2.3 All or part of the penalty may be forgiven based on the correction of the noncompliance by the date specified in the APO by the landowner as provided in Minn. Stat. §103F.48, subd. 7(d).

6.2.4 A copy of the APO must be sent to the SWCD and BWSR.

6.2.5 An APO issued under this section may be appealed to the BWSR within 30 days of receipt by the landowner in accordance with the requirements set for the in Minn. Stat. §103F.48, subd. 9. Any APO that is not appealed within the 30 day period shall be deemed final.

6.3 Administrative Penalty Order Procedures

6.3.1 Statute of limitations. Any administrative enforcement proceeding including the issuance of an APO should be undertaken within three years after the alleged violations was discovered or reasonably should have been discovered by the SWCD. According to Minn. Stat. §541.07, the County has two years in which to commence an APO action after the date the violation is discovered. The goal is to complete the action as soon as reasonably practical, recognizing that situations for which data must be gathered, field investigations must be completed and/or modeling must be performed will require adequate time to complete the work and communicate with the landowner involved.

6.3.2 Compliance verification. Once a landowner has provided notice and submitted written evidence of correction of the violation set forth in the notice of compliance, compliance must be verified. The County will refer the landowner's evidence and notice to the SWCD to:

- i. Review and evaluate all information related to the corrective action notice or APO to determine if the violation has been corrected;
- ii. Verify compliance by site visit, re-inspection, examination of documentation, or other means as may be reasonable under the facts of the case; and
- iii. Document compliance verification.

The SWCD may consult with the County when conducting a compliance verification.

6.3.3 Right to appeal. Within 30 days after receipt of the APO, a landowner may appeal the terms and conditions of an APO issued by a County to BWSR as provided in Minn. Stat. §103F.48, subd. 9. The appeal must be in writing and must include a copy of the APO that is being appealed, the basis for the appeal and any supporting evidence. The appeal may be submitted personally, by U.S. mail, or electronically, to the Executive Director of BWSR.

6.3.4 Penalty due. Unless the landowner appeals the APO as provided in section 6.3.3 the penalty specified in the APO becomes immediately due and payable to the County as set forth in the APO. If, however, the landowner submits written documentation that the violations has been corrected prior to the time the penalty becomes due and payable the County shall verify compliance and adjust the penalty to an amount the landowner would have owed had the penalty been paid on the date the landowner submitted written documentation of compliance. Written documentation of compliance may include a written validation of compliance issued by the SWCD.

However, if the County determines the violation was not fully corrected, the County shall notify the landowner by issuing a written letter of determination and depositing it in the U.S. Mail. Any determination sent by U.S. Mail shall be deemed received three business days after the letter of determination has been deposited in the U.S. Mail. The landowner shall have an additional 20 days after receipt of the letter of determination to pay the penalty or the time period specified in the APO as issued, whichever is later. The penalty will continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.3.5 Referral for collection of penalty. All penalties and interest assessed under an APO must be paid by the landowner. All payments shall be made payable to the County. Any penalty or interest not received in the specified time may be collected by the County using any lawful means, including, if lawful, recovery by additional property tax or by recording a lien against the property.

6.3.6 Reporting and documentation. The SWCD shall maintain the following records for any potential violation of the riparian protection and water quality practices requirements. Said records shall include but are not limited to the following:

- iv. The cause of the violation;
- v. The magnitude and duration of the violation;
- vi. Documentation showing whether the violation presents an actual or imminent risk to public health and safety;
- vii. Documentation showing whether the violation has the potential to harm to the natural resources of the state;
- viii. A record of past violations;
- ix. Efforts by the SWCD, County, Watershed District or BWSR to assist the responsible party or parties to become compliant, including written and oral communications with the responsible party or parties ; and
- x. Past and present corrective action efforts by the responsible party or parties.



Request for Board Action

BOARD MEETING DATE:
November 21, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Moving from a yearly contract with Motorola to a five year contract. There is some savings to the five year contract of \$4,637.28.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: As you can see on the email from Mike Rosonke from Motorola that the saving total is \$4,637.28. The service contract is the same as last years and will not be changing in the upcoming years.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: I have in budget for next year the \$13,904. But not the \$76,036. Discussed with Ms. Baker that I could just budget the yearly amount to pay the county back.

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

John Holtz

From: Mike Rosonke <mikerosonke@motorolasolutions.com>
Sent: Friday, November 10, 2017 9:15 AM
To: John Holtz
Subject: Re: Swift Co Radio Service Agreement Renewal - Multi-Year

John,

Here is the comparison and the cost saving going with multi-year. Let me know if you have other questions or any way I can help.

Swift Co Multi Year		
Year	5% Increase Annual Renewal Pricing	3% Increase Multi-Year Renewal (5 Years)
	\$13,904.76	\$13,904.76
2018	\$14,600.00	\$14,321.90
2019	\$15,330.00	\$14,751.56
2020	\$16,096.50	\$15,194.11
2021	\$16,901.32	\$15,649.93
2022	\$17,746.39	\$16,119.43
	\$80,674.21	\$76,036.93
		Total
	Money Saved by Multi Year	\$4,637.28

Thank you,

Mike Rosonke
Customer Support Manager MN, ND, SD
M: 612-490-4453
E: mikerosonke@motorolasolutions.com


On Thu, Nov 9, 2017 at 1:24 PM, John Holtz <john.holtz@co.swift.mn.us> wrote:

I will bring this to the board for approval. Will there be any difference in cost if they want to go back to yearly. The county is in a large building construction right now and they may want to because of the total amount.

From: Mike Rosonke [mailto:mikerosonke@motorolasolutions.com]

Sent: Monday, November 06, 2017 4:13 PM

To: John Holtz <john.holtz@co.swift.mn.us>

Subject: Swift Co Radio Service Agreement Renewal - Multi-Year

John,

Attached is the service agreement, T&C and SOW for 5 years as we discussed. Please review then sign and return to me via email. Any questions please give me a call.

Thank you,

Mike Rosonke

Customer Support Manager MN, ND, SD

M: [612-490-4453](tel:612-490-4453)

E: mikerosonke@motorolasolutions.com



SERVICE AGREEMENT



1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000005246
 Contract Modifier:

Date: 11/6/2017

Company Name: Swift County Sheriff's Office
 Attn:
 Billing Address: 301 14th St N
 City, Province, Postal Code: Benson, MN 56215
 Customer Contact: John Holtz
 Phone: 320-843-3133

Required P.O.: N/A
 Customer #: 1036553479
 Bill to Tag#: 0001
 Contract Start date: 01/01/2018
 Contract End date: 12/31/2022
 Anniversary Day: 12/31/2022
 Payment Cycle: ANNUAL
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S00501A	ASTRO25 SYSTEM ESSENTIAL PLUS W INFRASTRUCTURE REPAIR WITH ADVANCE REPLACEMENT		
	SVC01SVC1103C	NETWORK MONITORING SERVICE		
	SVC01SVC1423C	LOCAL RADIO SUPPORT		
	SVC01SVC1220C	SFS LITE SERVICE AGREEMENT		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE – PTP		
	SVC02SVC0350A	CAMBIUM - 1 YEAR HARDWARE REPAIR SERVICE - PTP		
		JAN 1, 2018 - DEC 31, 2018		\$14,321.90
		JAN 1, 2019 - DEC 31, 2019		\$14,751.56
		JAN 1, 2020 - DEC 31, 2020		\$15,194.11
		JAN 1, 2021 - DEC 31, 2021		\$15,649.93
		JAN 1, 2022 - DEC 31, 2022		\$16,119.43

	Sub Total		\$76,036.93
	Taxes	0.00	0.00
	Grand Total		\$76,036.93
<p>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS Swift County is part of the ARMER system. Special Taxation Terms apply. Customer receives TSO, SUA, and SUS services under the pricing, terms, and conditions of the Minnesota State Support Contract, (R12 # USC000007373).</p> <p>The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.</p>			
TAXES MAY APPLY AS PER THE JURISDICTIONS			

Subcontractor(s)	City	State
IL-DO002-ELGIN, MSI-INFRA REPR	ELGIN	IL
IL-DO066-SCHMBG, MSI-SSC CALL CTR	SCHAUMBURG	IL
WEST CENTRAL COMMUNICATIONS	WILMAR	MN
IL-DO067-SCHMBG, MSI-SSC CALL CTR NETWORK MGMT	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

<i>Mike Rosonke</i>	Customer Support Manager	11/6/2017
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

Mike Rosonke	612-490-4453
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Swift County Sheriff
Contract Number : USC000005246
Contract Modifier :
Contract Start Date: JAN 1, 2018
Contract End Date: DEC 31, 2022

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER**

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Essential Plus Services

Statement of Work

Version 1.3

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This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer (“Agreement”) and is subject to the terms and conditions set forth in the Agreement.

Essential Plus Services are Technical Support, OnSite Support, Annual Preventive Maintenance, Network Hardware Repair, and Self-Installed Security Patches. Each of these services are summarized below and expanded upon in the appendices A, B, C, D and E. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

Essential Plus Services

Motorola’s Essential Plus Services are designed for customers who would benefit from Motorola’s support experience. Essential Plus Services are delivered through a combination of centralized resources within Motorola’s Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Essential Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Essential Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Essential Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Essential Plus Services CSP and other portions of the Agreement

Customer Support Plan

The Essential Plus Services Statement of Work summarizes Motorola’s delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Essential Plus Services SOW will be adapted to each Customer’s own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Essential Plus Services SOW

Centralized Services Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the SSC Network Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

Field Service Delivery

Essential Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined severity levels. Appendix D contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix E contains the SOW for Annual Preventive Maintenance.

Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix B contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

Security Management Operations

Self-Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Appendix C contains the SOW for Self-Installed Security Patches.

MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Technical Support: View case status details to compare them to committed response times.

OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Download pre-tested security updates to ensure the network is protected.

Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

Appendix A: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Severity Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the case

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the case in a timely manner.

1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available. The following are examples of this kind of failure: <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management). The following are examples of this kind of failure: <ul style="list-style-type: none"> ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: <ul style="list-style-type: none"> ○ Intermittent faults that are infrequent and minor impact to core services ○ Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: <ul style="list-style-type: none"> ○ Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ○ Faults that have no impact in how the user perceives the system to work. ○ Cosmetic issues. ○ Requests for information.

1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix B: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2 All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

- 1.5 Motorola has the following responsibilities:
 - 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
 - 1.5.2 Provide repair return authorization numbers when requested by Customer.
 - 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
 - 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
 - 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
 - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
 - 1.5.5.6 Properly package repaired infrastructure.
 - 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.
- 1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide Customer purchase order number to secure payment for any costs described herein that are outside the scope of the existing Agreement between Motorola and Customer to which this SOW is attached.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Appendix C: Self-Installed Security Patches Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Self-Installed Security Patches provides pre-tested third party software (SW) security updates.

1.0 Description of Self Installed Security Patches Service

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO 25 System.

1.1 Scope

Self-Installed Security Patches Service supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support 5 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Self-Installed Security Patches Service is available for any L or M core system in a supported release. Self Installed Security Patches Service is also available for K cores but only for Windows PC's such as MCC 7500 consoles.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates

for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, OEM vendor supported operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Self Installed Security Patches Service. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - McAfee Antivirus definitions– Weekly
 - Microsoft PC and Server OS patches – Monthly
 - Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.
- A supported Self Installed Security Patches Service ASTRO 25 release matrix will be kept on the extranet site for reference.

1.3 The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the “Read Me” text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the Solutions Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

1.4 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer’s system will be error-free or immune to security breaches as a result of these services.

Appendix D: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite Support service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
 - 2.11. Escalate the case to the appropriate party upon expiration of a response time.
 - 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
 - 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Case activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
 - 3.4. Allow Servicers access to equipment.
 - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
 - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
 - 3.7. Maintain and store in an easily accessible location proper system backups.
 - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
 - 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● 33% of call processing resources impaired ● Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Less than 33% of call processing resources impaired ● Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Intermittent faults that are infrequent and minor impact to core services ● Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ● Faults that have no impact in how the user perceives the system to work. ● Cosmetic issues. ● Requests for information. ● Preventive Maintenance

5.0 Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.

Appendix E: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in [Table 1: PM Tasks Performed](#).

1.3 Limitations and Exclusions

Unless specifically described in [Table 1](#), the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of any issue that requires immediate attention.
- 1.4.3 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	

Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST	
GENERAL	

Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable)
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)
Recording	Verify operator position being recorded on long term logging recorder (if applicable)

COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power Gen Level Desense no Tx.

MOSCAD CHECKLIST	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.

Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST

VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.

Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

MICROWAVE CHECKLIST

RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage

Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST

STRUCTURE CONDITION

Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.

TOWER LIGHTING

Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.

ANTENNAS AND LINES

Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.

GROUNDING

Structure Grounds	Inspect grounding for damage or corrosion
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GUY WIRES

Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.

CONCRETE CONDITION

Tower Base

Check for chips or cracks.

Appendix F: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date

- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as: antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
 - 1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The

customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Advanced Exchange or Loaner Decision Process flowchart](#) for the loaner process and [Shipping Charges](#) for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Shipping Charges](#).

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

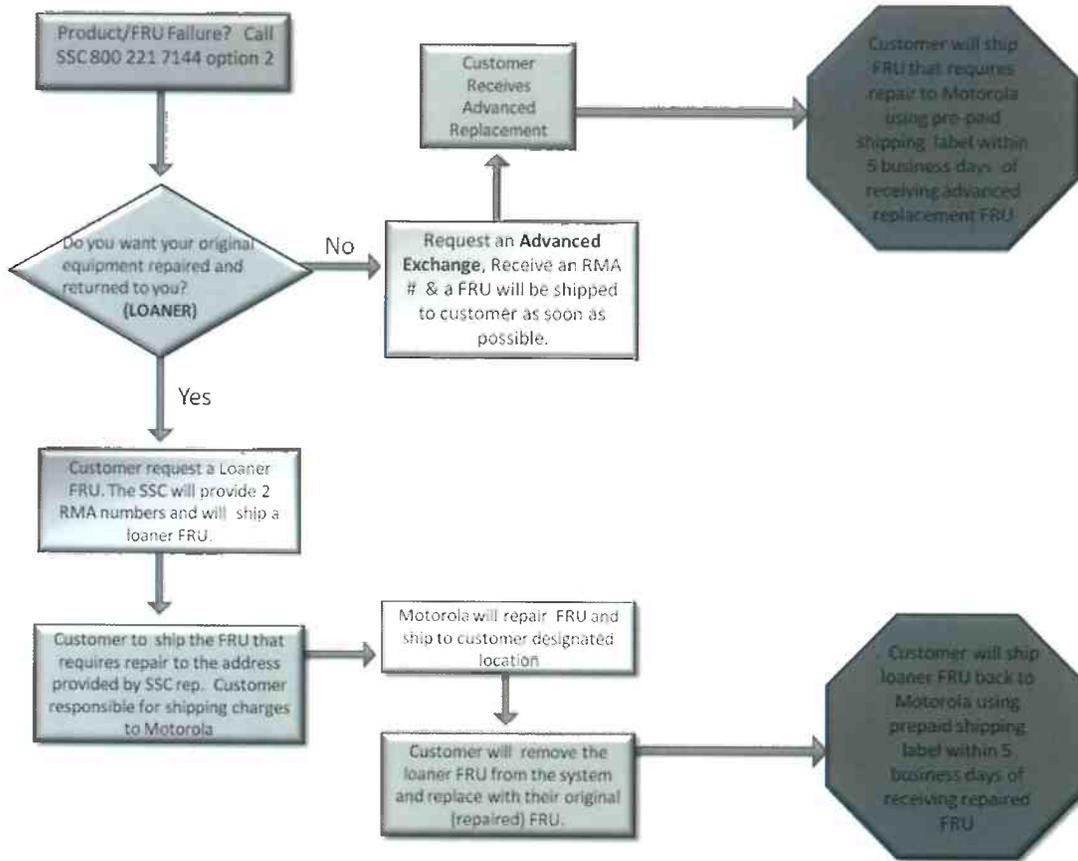
1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process:



Shipping Charges:

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

Appendix G: Preventive Maintenance Level 2

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in [Table 1: PM Tasks Performed](#).

1.3 Limitations and Exclusions

Unless specifically described in [Table 1](#), the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.6 Motorola has the following responsibilities:

- 1.6.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.6.2 Advise customer of any issue that requires immediate attention.
- 1.6.3 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.6.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.6.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.6.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.7 The Customer has the following responsibilities:

- 1.7.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.7.2 Authorize and acknowledge any scheduled system downtime.
- 1.7.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.7.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.7.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.7.6 Provide site escorts in a timely manner if required.
- 1.7.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.7.8 Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST			
SERVERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.	x	x
Server Check Disks	Perform checkdisk on server hard drives		x
Verify Redundant ZC's	Perform Zone Controller switchover. ZC1 to ZC2 and back again (coordinate with customer).		x
ROUTERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	x	x
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).	x	x
DOMAIN CONTROLLERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
FIREWALLS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x

Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
LOGGING EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	x	x
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	x	x

PRIME SITE CHECKLIST			
SOFTWARE		Level 1	Level 2
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify System SW Installed	Verify software versions installed on system. Document any changes.		x
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	x	x
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).		x
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		x
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.		x

COMPARATORS		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	x	x

DISPATCH SITE CHECKLIST

GENERAL		Level 1	Level 2
		x	x
Inspect all Cables	Inspect all cables/connections to external interfaces are secure		
Mouse and Keyboard	Verify operation of mouse and keyboard	x	x
Configuration File	Verify each operator position has access to required configuration files	x	x
Console Op Time	Verify console op time is consistent across all ops	x	x
Screensaver	Verify screensaver set as customer prefers	x	x
Screen Performance	Verify screen operational/performance	x	x
Touchscreen	Verify touchscreen operation (if applicable)	x	x
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans	x	x
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment	x	x
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"	x	x
DVD/CD	Verify / clean DVD or CD drive	x	x
Time Synchronization	Verify console time is synchronized with NTP server		x
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)		x
HEADSET UNPLUGGED TESTING		Level 1	Level 2
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.	x	x
Channel Audio in Speaker	Verify selected channel audio in select speaker only.	x	x
Footswitch Pedals	Verify both footswitch pedals operational	x	x
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)	x	x
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.	x	x
Speaker Mute	Verify select speaker muted.	x	x
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.	x	x
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)	x	x

Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).	x	x
OTHER TESTS		Level 1	Level 2
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)	x	x
Desk Microphone Operation	Confirm desk mic operation (if applicable)	x	x
Radio IRR Operation	Verify radio IRR operational (if applicable)	x	x
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)	x	x
Recording	Verify operator position being recorded on long term logging recorder (if applicable)	x	x
IRR Setup Parameters	Check IRR set-up parameters, and also audio card set-up and level adjustments		x
Paging Controls	Confirm all paging controls are functional (including third party encoders if under maintenance)		x
COMPUTER PERFORMANCE TESTING		Level 1	Level 2
Computer Reboot	Reboot op position computer	x	x
Computer Operational	Confirm client computer is fully operational (if applicable)	x	x
For XP and older Operating Systems: Hard Drive Fragmentation	Check status of hard drive fragmentation- perform if needed		x
Event Logs	Pull event logs and review for major errors		x
Hard Drive Backup	Create backup of drive for offsite storage.		x
Memory Usage	Check memory usage		x
Application Logs and Alerts	Review built in application logs and alerts		x
Hard Drive Usage	Check available space (10% minimum)		x
AUDIO TESTING		Level 1	Level 2
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality	x	x
Secure Mode	Confirm any secure talkgroups are operational in secure mode	x	x
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer discretion) and at a single op position		x
EQUIPMENT ROOM TESTS		Level 1	Level 2
Recording - AIS Test	Verify audio logging of trunked calls	x	x

Recording	Test op position logging on analog recorder (with customer assistance)	X	X
System Alarms	Review alarm system on all equipment for errors	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
SDM AUX I/O Server	Confirm all AUX I/O's functional on one operator position		X
Backup Resources	Confirm all backup radios meet RF specs and combiner/antenna system fully functional		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X
IP Network Redundancy	If redundant equipment used (e.g., routers, switches), then switch to redundant equipment and confirm operation.		X

RF SITE CHECKLIST		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Basic Voice Call Check	Voice test each voice path, radio to radio.	X	X
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.	X	X
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.	X	X
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.	X	X

MOSCAD CHECKLIST		Level 1	Level 2
MOSCAD SERVER			
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.	X	X
Windows Event Logs	Review Windows event logs. Save and clear if full.	X	X
Password Verification	Site devices to verify passwords. Document changes if any found.	X	X

Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
Verify System SW Installed	Verify software versions installed on server. Document any changes.		X
Server CPU Health	i.e. memory, HDD, CPU, Ddisk space/utilization.		X
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes.		X
MOSCAD CLIENT		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.	X	X
Windows Event Logs	Review Windows event logs. Save and clear if full.	X	X
Password Verification	Site devices to verify passwords. Document changes if any found.	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes.		X
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		X
MOSCAD RTU's		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Verify Connectivity	Verify Connectivity	X	X
Password Verification	Site devices to verify passwords. Document changes if any found.		X
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.		X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X

FACILITIES CHECKLIST

VISUAL INSPECTION EXTERIOR		Level 1	Level 2
ASR Sign	Verify that the ASR sign is posted.	X	X
Warning Sign - Tower	Verify warning sign is posted on the tower.	X	X
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.	X	X

10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.	X	X
Outdoor Lighting	Verify operation of outdoor lighting/photocell.	X	X
Exterior of Building	Check exterior of building for damage/disrepair.	X	X
Fences / Gates	Check fences/gates for damage/disrepair.	X	X
Landscape / Access Road	Check landscape/access road for accessibility.	X	X
VISUAL INSPECTION INTERIOR		Level 1	Level 2
Electrical Surge Protectors	Check electrical surge protectors for alarms.	X	X
Emergency Lighting	Verify emergency lighting operation.	X	X
Indoor Lighting	Verify indoor lighting.	X	X
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X
UPS		Level 1	Level 2
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.	X	X
Verify rollover and rollback	Verify automatic switch to backup power when main power fails		X
Battery voltage checks	Verify, check and measure battery voltages.		X
GENERATOR		Level 1	Level 2
Visual Inspection	Verify, check panel housing, cracks, rust and whetherring. Physical connections, corrosion, dirt/dust, etc.	X	X
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.	X	X
Oil	Check the oil dipstick for proper level. Note condition of oil.	X	X
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.	X	X
Verify rollover and rollback	***Depends on configuration of Transfer switch. Auto versus manual*** Rollover should be tested weekly under load.		X

HVAC		Level 1	Level 2
Air Filter	Check air filter and recommend replacement if required.	x	x
Coils	Check coils for dirt	x	x
Outdoor Unit	Check that outdoor unit is unobstructed	x	x
Wiring	Wiring (insect/rodent damage)	x	x
Cooling / Heating	Check each HVAC unit for cooling/heating	x	x

MICROWAVE CHECKLIST

GENERAL		Level 1	Level 2
Transport Performance	Confirm transport performance by viewing UEM for site link warnings or errors.		x
RADIO		Level 1	Level 2
Alarms	Check alarm / event history	x	x
Software	Verify version of application	x	x
TX Frequency	Verify transmit frequency	x	x
TX Power	Verify transmit power	x	x
RX Frequency	Verify receive frequency	x	x
RX Signal Level	Verify receive signal level and compare with install baseline documentation	x	x
Save configuration	Save current configuration for off site storage	x	x
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.	x	x
WAVEGUIDE		Level 1	Level 2
Visual Inspection	Inspect for wear or dents (from ground using binoculars).	x	x
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).	x	x
DEHYDRATOR		Level 1	Level 2
Visual Inspection	Inspect moisture window for proper color	x	x
Pressure Verification	Verify pressure of all lines	x	x
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes	x	x
Run Hours	Record number of hours ran	x	x

TOWER CHECKLIST

STRUCTURE CONDITION		Level 1	Level 2
Rust	Check structure for rust.	x	x
Cross Members	Check for damaged or missing cross members.	x	x

Safety Climb	Check safety climb for damage.	x	x
Ladder	Verify that ladder system is secured to tower.	x	x
Welds	Check for cracks or damaged welds.	x	x
Outdoor lighting/photocell	Test outdoor lighting and photocell.	x	x
Drainage Holes	Check that drainage holes are clear of debris.	x	x
Paint	Check paint condition.	x	x
TOWER LIGHTING		Level 1	Level 2
Lights/Markers	Verify all lights/markers are operational.	x	x
Day/Night Mode	Verify day and night mode operation.	x	x
Power Cabling	Verify that power cables are secured to tower.	x	x
ANTENNAS AND LINES		Level 1	Level 2
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).	x	x
Transmission Lines	Verify that all transmission lines are secure on the tower.	x	x
GROUNDING		Level 1	Level 2
Structure Grounds	Inspect grounding for damage or corrosion	x	x
GUY WIRES		Level 1	Level 2
Tower Guys	Check guy wires for fraying and tension.	x	x
Guy Wire Hardware	Check hardware for rust.	x	x
CONCRETE CONDITION		Level 1	Level 2
Tower Base	Check for chips or cracks.	x	x

Statement of Work

Service From the Start - LITE End Users

1.0 Description

Service From the Start-LITE provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Service From the Start LITE includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; nonstandard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2. Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3. Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.

- 2.5. Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6. Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7. Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8. If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Service From the Start-LITE Updated on 04/15/13

Reviewed April 2013



Statement of Work

Local Radio Support

1.0 Description of Service

Local Radio Support provides an operational check of Equipment. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Support service unless they are purchased for an additional fee. The services are Pick-up & delivery, Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached. The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

3.0 Customer has the following responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.

Local Radio Support

Approved by Motorola Contracts & Compliance 04-03-2004



Statement of Work

Cambium Networks Point-to-Multipoint and Point-to-Point Maintenance Services

Overview

Motorola Solutions, Inc's ("Motorola") Wireless Broadband Point-to-Point (PTP) and Point-to-Multipoint (PMP) solutions help municipalities and government agencies of all sizes realize the benefits of high-speed wireless connectivity. Motorola Solutions Inc and Cambium Networks have an agreement to deliver maintenance support to all of Motorola's customers who purchase Point to Point and Multi-Point products. Motorola Solution offers a repair and All Risk Advance Replacement Maintenance Services.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the customer service request to Cambium Networks™ ("Cambium"). Cambium will deliver post warranty or enhanced standard services to Motorola's PMP and PTP customers. These services include technical assistance, repair, and All risk Advanced Replacement Services for Point to Point and Point to Multipoint.

All Risk Advance Replacement Maintenance Services

Motorola offers an All Risk Advance Replacement Service that will enable a customer to receive technical assistance and a replacement unit shipped out to the customer location within one (1) business week. This maintenance service can be bought as an enhancement to the standard warranty or as a post warranty service. This service enables a customer to receive a replacement unit no matter the condition of the unit (lightening, liquid damage, dropped unit, and any other type of damage). All Risk Advance Maintenance services are offered for additional years 1, 2, and 4. The All Risk Advance Replacement Service is only available for the Point to Point products.

Repair Maintenance Service

Motorola offers repair services for the PTP and PMP products. The repair maintenance agreement includes repair for the unit and technical assistance. Repair maintenance services are offered for additional years 1, 2, and 4.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to customer request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number and , MAC Address, customer name, customer contact and site identification
- 2.3 Provide a case number.
- 2.4 Contact Cambium Technical Support and provide them with customer, case number, model, and serial number information. Cambium will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with Cambium Networks
- 2.7 Close the case once the Cambium issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number, MAC Address, and Site Identification.
- 3.3 Provide a contact name and contact phone number.



4.0 Cambium has the following responsibilities:

- 4.1 Provide repair return authorization numbers to customer.
- 4.2 Provide maintenance services to equipment at anytime because the service coverage is 24X7 including on holidays.
- 4.3 Receive malfunctioning hardware from customer and document its arrival, repair and return.
- 4.4 Perform the following service on Cambium hardware:
 - 4.4.1. Replace malfunctioning components. Cambium will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging;
 - (2) If a unit is received for repair and found operable in accordance with current Cambium standards, it will be classified as “no trouble found” and it will be returned in the same condition in which it was received.
- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution.
- 4.6 Provide maintenance services according to support coverage and severity levels per table 1 in below chart . Perform services according to Cambium service severities in chart
- 4.7 Contact Motorola System Support Center (SSC) to close the case.

Table 1

Point-to- Point and Point-to-Multipoint Support coverage: 24 x 7, no onsite support in this SOW

	P1	P2	P3	P4
Phone availability	24x7	24x7	24x7	24x7
Support Coverage	24x7	24x7	24x7	24x7

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	A issue that causes a severe or total loss of system core functionality and/or radio coverage	1 hour
2	A issue that causes significant customer or operational impact due a degradation of system core functionality and/or radio coverage	8 Business Hours
3	Any issue which reduces the efficiency core functionality or usability of the system	Next Business Day
4	Issues that fall into this category are: Loss or reduction in functionality that cause no noticeable effect on the user. Cosmetic issues	One business week

4.8 In addition to any exclusions named in Section 4.9 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

- 1. All Infrastructure over seven (7) years from product cancellation date
- 2. Physically damaged Infrastructure
- 3. Third Party Equipment not shipped by Motorola
- 4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
- 5. Test Equipment
- 6. Racks, furniture and cabinets
- 7. Firmware and/or Software upgrades

4.9

Point-to-Point and Point-to-Multipoint Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Access Points	Includes Cambium Networks technologies
Compact Modem Unit	Includes Cambium Networks technologies
Modular Modem Unit	Includes Cambium Networks technologies
Subscriber Module	Includes Cambium Networks technologies
Workstation	Includes Cambium Networks technologies
Integrated Antenna	Includes Cambium Networks technologies
Antennas that are not integrated to the Cambium units	Excludes
Cables, power supplies, wave guides, GPS Sync units and all other accessories for the Cambium technologies	Excludes

Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix I, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix I, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.2 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12 Maintain and store in an easily accessible location proper System backups.
- 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp. AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

· Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

· Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola

MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
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*Legal Approval
September 2010*



Request for Board Action

BOARD MEETING DATE:
November 21, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approve temporary increase in Kim Guse's credit card to \$5,000 from 11/21/17-12/31/17.	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Human Services is responsible for transporting a child in out of home placement out of state to their biological father for potential permanent placement. We will need to purchase plane tickets, car rental and related expenses (parking etc...). The cost exceeds the current limit on the card. Due to court proceedings the time and date are not set in stone and have variables that are beyond the control of HS, hence the extended time frame. This increase would increase the efficiencies of the staff during the transport.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING: This will be funded by the children's mental health respite grant.

Review/Recommendation

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

**Swift County Human Services
410- 21st Street South
Benson, Minnesota 56215**

**Quarterly
Statistics
Report**

**3rd Quarter
7/1/2017-9/30/2017**

**Prepared By: Departmental Staff
Swift County Human Services
410-21st Street South
Benson, Minnesota 56215**

October 2017

#1703

TABLE OF CONTENTS

A. Administrative

B. Financial Services

C. Support and Recovery

D. Social Services

This **Quarterly Report** is a compilation of statistical program information. The document is composed of the four main units of the Department: Administration, Financial Services, Support and Recovery, and Social Services. Thanks are due to the individual staff members who contributed to the document.

ADMINISTRATIVE

UNIT

Quarterly Statistic Report

Report Quarter: 07-01-17 through 09-30-17

Area: Administration

Reporter: Gary Jensen

ADMINISTRATIVE STATISTICS

AREA	01/01/17 to 03/31/17	04/01/17 to 06/30/17	07/01/17 to 09/30/17	10/01/17 to 12/31/17	Year to Date Data	2017 Approved Budget	
I. BUDGET DATA							
A. Summary of Financial Accts							
1. Beginning Balance	\$1,888,413	\$1,278,985	\$2,165,333				
2. Receipts	\$807,406	\$701,987	\$842,592				
3. Taxes	\$29,648	\$1,519,238	\$0				
4. Investments	\$700,000	\$350,000	\$1,150,000				
5. Interest on Investments	\$2,944	\$2,662	\$2,916				
6. Loans from Revenue	\$0	\$0	\$0				
7. Disbursements	\$2,149,426	\$1,687,539	\$2,510,548				
8. Payback Loan	\$0	\$0	\$0				
9. Interest on loan	\$0	\$0	\$0				
10. Ending Balance	\$1,278,985	\$2,165,333	\$1,650,293	\$0			
B. Summary of Cash Balance							
1. Checking	\$56,985	\$1,293,333	\$53,293				
2. Savings	\$0	\$0	\$0				
3. Investments	\$1,222,000	\$872,000	\$1,597,000				
4. Loan from Revenue	\$0	\$0	\$0				
5. Funded Depreciation	\$0	\$0	\$0				
6. Total	\$1,278,985	\$2,165,333	\$1,650,293	\$0			
C. Expenditures - Income Maint.							
1. Public Aid	\$27,148	\$33,138	\$30,284		\$90,570	\$173,000	52.35%
2. Personal Services	\$219,476	\$196,916	\$222,324		\$638,716	\$899,425	71.01%
3. Services & Charges	\$30,181	\$31,145	\$37,675		\$99,001	\$198,965	49.76%
4. Direct Materials	\$2,964	\$2,894	\$4,529		\$10,387	\$14,300	72.64%
5. Capital Outlay	\$11,777	\$81,129	\$7,201		\$100,107	\$41,650	240.35%
6. Other Expense	\$0	\$0	\$0		\$0	\$725	0.00%
7. Funded Depreciation	\$0	\$0	\$0		\$0	\$0	0.00%
8. Total	\$291,546	\$345,222	\$302,013	\$0	\$938,781	\$1,328,065	70.69%
D. Expenditures - Social Services							
1. Public Aid	\$281,537	\$384,447	\$399,213		\$1,065,197	\$1,709,850	62.30%
2. Personal Services	\$528,332	\$449,495	\$511,147		\$1,488,974	\$1,933,550	77.01%
3. Services & Charges	\$45,765	\$49,356	\$60,402		\$155,523	\$265,135	58.66%
4. Direct Materials	\$6,091	\$7,456	\$9,932		\$23,479	\$28,500	82.38%
5. Capital Outlay	\$24,723	\$19,511	\$15,914		\$60,148	\$65,400	91.97%
6. Other Expense	\$0	\$0	\$0		\$0	\$1,275	0.00%
7. Funded Depreciation	\$0	\$0	\$0		\$0	\$0	0.00%
8. Total	\$886,448	\$910,265	\$996,608	\$0	\$2,793,321	\$4,003,710	69.77%

E. Expenditures - C & D

1. Public Aid	\$308,685	\$417,585	\$429,497	\$0	\$1,155,767	\$1,882,850	61.38%
2. Personal Services	\$747,808	\$646,411	\$733,471	\$0	\$2,127,690	\$2,832,975	75.10%
3. Services & Charges	\$75,946	\$80,501	\$98,077	\$0	\$254,524	\$464,100	54.84%
4. Direct Materials	\$9,055	\$10,350	\$14,461	\$0	\$33,866	\$42,800	79.13%
5. Capital Outlay	\$36,500	\$100,640	\$23,115	\$0	\$160,255	\$107,050	149.70%
6. Other Expense	\$0	\$0	\$0	\$0	\$0	\$2,000	0.00%
7. Funded Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
8. Total	\$1,177,994	\$1,255,487	\$1,298,621	\$0	\$3,732,102	\$5,331,775	70.00%

AREA

	01/01/17 to 03/31/17	04/01/17 to 06/30/17	07/01/17 to 09/30/17	10/01/17 to 12/31/17	Year to Date Data	2017 Approved Budget	% of Budget
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F. Revenues - Income Main.

1. State Sources	\$19,921	\$17,241	\$44,074		\$81,236	\$102,500	79.25%
2. Federal Sources	\$131,106	\$138,103	\$128,902		\$398,111	\$623,800	63.82%
3. Other Sources	\$6,965	\$33,917	\$8,928		\$49,810	\$45,500	109.47%
4. County Sources	\$5,858	\$300,353	\$0		\$306,211	\$556,265	55.05%
5. County Reserves	\$0	\$0	\$0		\$0	\$0	0.00%
6. Total Revenue	\$163,850	\$489,614	\$181,904	\$0	\$835,368	\$1,328,065	62.90%

G. Revenues - Social Services

1. State Sources	\$127,170	\$138,844	\$364,982		\$630,996	\$698,600	90.32%
2. Federal Sources	\$162,545	\$218,684	\$152,329		\$533,558	\$727,500	73.34%
3. Other Sources	\$76,573	\$87,175	\$98,512		\$262,260	\$319,500	82.08%
4. County Sources	\$23,789	\$1,218,885	\$0		\$1,242,674	\$2,258,110	55.03%
5. County Reserves	\$0	\$0	\$0		\$0	\$0	0.00%
6. Total Revenue	\$390,077	\$1,663,588	\$615,823	\$0	\$2,669,488	\$4,003,710	66.68%

H. Revenues - F & G

1. State Sources	\$147,091	\$156,085	\$409,056	\$0	\$712,232	\$801,100	88.91%
2. Federal Sources	\$293,651	\$356,787	\$281,231	\$0	\$931,669	\$1,351,300	68.95%
3. Other Sources	\$83,538	\$121,092	\$107,440	\$0	\$312,070	\$365,000	85.50%
4. County Sources	\$29,647	\$1,519,238	\$0	\$0	\$1,548,885	\$2,814,375	55.03%
5. County Reserves	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
6. Total Revenue	\$553,927	\$2,153,202	\$797,727	\$0	\$3,504,856	\$5,331,775	65.74%

FINANCIAL

ASSISTANCE

UNIT

Quarterly Summary Report

Report Quarter: 07-01-17 through 09-30-17

Area: Financial Assistance

Reporter: Julie Jahn

		10/1/16	1/1/17	4/1/17	7/1/17	10/1/17
Area	Program	to	to	to	to	to
		12/31/16	3/31/17	6/30/17	9/30/17	12/31/17
Active Cases						
	MFIP (Cash & SNAP)	42	43	43	46	
	DWP	7	3	3	1	
	General Assistance	34	38	31	31	
	MSA	42	40	46	47	
	GRH	45	40	43	39	
	SNAP	381	381	391	382	
	MA in MAXIS	667	606	544	506	
	METS Cases	625	752	803	874	
# of Persons						
	MFIP Adults	28	31	30	32	
	MFIP Children	84	78	79	88	
	DWP Adults	8	3	4	1	
	DWP Children	14	5	4	1	
	General Assistance	34	38	31	31	
	MSA	44	42	48	49	
	GRH	45	40	43	39	
	SNAP Adults	443	439	435	430	
	SNAP Children	302	296	290	250	
	MA - Adults (MAXIS)	612	539	480	445	
	MA - Children (MAXIS)	449	337	196	95	
	METS Recipients	1234	1546	1662	1820	
Child Care Assist						
	BSF Cases	14	11	13	13	
	BSF - Children	23	16	20	21	
	MFIP CC Cases	8	6	5	4	
	MFIP CC Children	16	10	8	10	
	BSF Waiting List	0	0	0	0	
	BSF Waiting List Kids	0	0	0	0	
Total Cases *		1306	1358	1360	1427	
Average Cases Per Worker		218	194	195	204	

Emergency Assistance						
	County Crisis	\$ 826.99	\$ 2,143.85	366.14	0	
	Emergency GA	\$ 499.31	\$ 1,322.00	1025.97	633.46	
*When counting cases, I am using the assumption that households that are on cash, food, and GRH all have a medical case also. I added the BSF CC because those cases may not have a MA case.						
BSF = Basic Sliding Fee			MFIP = MN Family Investment Program			
GA - General Assistance			DWP = Diversionary Work Program			
METS = Minnesota Eligibility Technology System			SNAP = Supplemental Nutrition Assistance Program			
GRH = Group Residential Housing			MA = Medical Assistance			
MSA = Minnesota Supplemental Aid			CC = Child Care			
		10/1/16	1/1/17	4/1/17	7/1/17	10/1/17
Area - MAXIS		to	to	to	to	to
		12/31/16	3/31/17	6/30/17	9/30/17	12/31/17
New Programs Opened						
	Numbers of Cases	14	31	20	16	
	# of New Programs	16	37	22	17	
Reapplications Opened						
	Number of Cases	60	61	71	67	
	Number of Programs	71	72	82	95	
Programs Added						
to Open Cases	Number of Cases	39	52	39	29	
	# of Programs Added	43	55	43	34	
Expedited SNAP						
	Number of Cases	21	38	27	29	
Closed Cases						
	Number of Cases	87	112	114	100	
Sanctions	Reasons for Sanctions					
	Financial Orientation	0	0	0	0	
	Child Support	0	0	2	3	
	Employment Services	1	0	2	2	

	Drug Felon	0	0	0	0	
Total	MFIP Sanctions	1	0	4	5	
Area		10/1/16	1/1/17	4/1/17	7/1/17	10/1/17
		to	to	to	to	to
		12/31/16	3/31/17	6/30/17	9/30/17	12/31/17
Recoveries & Recoupments						
	AFDC, MFIP & DWP	\$ 395.00	\$ 2,375.60	\$159.00	\$ 158.00	
	MFIP & DWP Fraud	\$ 186.66	\$ 349.00	\$400.00	\$ 200.00	
	GA	\$ 36.00	\$ 30.00	\$12.00	\$ 30.00	
	GA - Fraud	\$ -	\$ -	\$0.00	\$ -	
	MSA	\$ -	\$ -	\$0.00	\$ -	
	MSA - Fraud	\$ -	\$ -	\$0.00	\$ -	
	SNAP	\$ 76.00	\$ 598.24	\$137.00	\$ 149.00	
	SNAP - Fraud	\$ 1,000.00	\$ 55.00	\$110.00	\$ 110.00	
	CCAP	\$ -	\$ 165.36	\$0.00	\$ -	
	CCAP - Fraud	\$ -	\$ -	\$0.00	\$ -	
	MA - Overpayments	\$ 55.00	\$ 165.00	\$10,210.18	\$ 143.00	
	MA - Fraud	\$ -	\$ -	\$0.00		
	GRH				\$ 1,146.00	
	MA - Estates	\$ 22,538.95	\$ 2,208.71	\$93,206.93	\$ 4,926.63	
Total Recoveries		\$ 24,287.61	\$ 5,946.91	\$104,235.11	\$ 6,862.63	
Claims						
	# of Agency Error Claims	10	12	12	12	
	# of Household Error	34	34	32	30	

	Claims					
	# of Fraud Claims	6	6	6	6	
Total # of Claims		50	52	50	48	
Amount of Claims						
	Agency Error Claims	\$ 4,130.86	\$ 3,702.86	\$3,584.86	\$ 3,575.86	
	Household Error Claims	\$ 19,036.10	\$ 16,254.26	\$15,934.26	\$ 15,621.26	
	Fraud Claims	\$ 18,532.60	\$ 17,237.60	\$17,668.60	\$ 17,308.57	
Total Claims		\$ 41,699.56	\$ 37,194.72	\$37,187.72	\$ 36,505.69	
Average of Claim		\$ 833.99	\$ 715.28	\$ 743.75	\$ 760.53	

SUPPORT

&

RECOVERY

UNIT

Quarterly Summary Report

Report Quarter: 07-01-17 through 09-30-17
 Reporter: Kelly Hagen

Area: Child Support

AREA	10/1/2016	1/1/2017	4/1/2017	7/1/2017	10/1/2017	Year To
	to	to	to	to	to	Date
	12/31/2016	3/31/2017	6/30/2017	9/30/2017	12/31/2017	Data
100 Caseload By Type						
a. AFDC	4	3	2	2		
b. Child Care	4	3	6	6		
c. Foster Care	12	12	18	14		
d. Medical Support Only	182	170	158	161		
e. MFIP	57	59	56	57		
f. Minnesota Care	0	0	0	0		
g. Non-Public Assistance	222	232	245	243		
h. Transitional Child Care	0	0	0	0		
i. Non IV-D	2	2	2	1		
j. DWP	2	1	4	5		
k. Total	485	482	491	489		
200 Collections Report						
a. Fees	\$188	\$140	\$550	\$283		\$973
b. Medical	\$8,981	\$8,710	\$5,978	\$7,134		\$21,822
c. Foster Care	\$94	\$153	\$937	\$1,051		\$2,141
d. Total	\$9,263	\$9,003	\$7,465	\$8,468		\$24,936
300 PA Collections						
a. Current	\$6,535	\$6,718	\$7,021	\$7,726		\$21,465
b. Arrears	\$5,196	\$10,925	\$13,708	\$11,289		\$35,922
c. Total	\$11,731	\$17,643	\$20,729	\$19,015		\$57,387
400 Current Support Due/Pd	\$340,575	\$339,043	\$327,331	\$317,206		\$983,580
500 Amount Distributed	\$258,771	\$260,109	\$244,445	\$236,880		\$741,434
600 % Distribution						
700 Distribution - Arrears	\$53,883	\$70,382	\$87,990	\$76,022		\$234,394

800	Accounts					
Receivable						
a. NPA	\$2,201,094	\$2,162,821	\$2,156,745	\$2,175,462		
b. PA	\$810,042	\$806,118	\$798,665	\$790,519		
c. Fees	\$11,541	\$11,335	\$11,247	\$11,071		
d. Total	\$3,022,677	\$2,980,274	\$2,966,657	\$2,977,052		

SOCIAL

SERVICE

UNIT

Quarterly Summary Report

Report Quarter: 07-01-17 through 09-30-17

Area: Adult & Children

Reporter: Linda Erhardt and Lorri Pederson

Social Service Statistics						
AREA	10/1/2016	1/1/17	4/1/17	7/1/17	10/1/2017	Year To
	to	to	to	to	to	Date
	12/31/2016	3/31/17	6/30/17	9/30/17	12/31/2017	Data
100 Children's Services						
1. Family Based Services (point in time)						
a. FBS therapy Families served	4	7	4	0		11
b.FBS therapy Families waiting	0	0	0	0		0
c. FBS therapy Children served	11	16	10	0		26
d. Incredible Years (enrolled families)	7	1	0	0		1
e. Parent Coach families	4	7	9	6		22
f. Woodland Parenting Skills	4	4	4	4		12
2. Child Protective Services						
a. Traditional Assessment (TR)	3	12	14	7		33
b. Family Assessment (FA)	6	9	11	9		29
c. Parent Support Outreach Program	3	2	3	11		16
d. Type of maltreatment						
1. physical abuse	3	5	8	5		18
2. sexual abuse	1	1	1	0		2
3. neglect	5	15	16	11		42
4. emotional abuse	0	0	0	0		0
e. Ongoing CPS cases	22	27	23	30		80
f. Ongoing child welfare cases	1	1	1	1		3
g. Ongoing PSOP cases	0	2	1	1		4
3. Children's Intake						
a. Service offer	20	16	12	13		41
b. Referred to legal services	7	6	3	1		10
c. Referred to law enforcement	6	4	6	2		12
d. Referred to other county	11	6	6	11		23
e. Screened out	20	43	37	49		129
f. Case services being provided	8	14	11	10		35
g. TR/FA assessment	9	21	25	16		62
h. Referred to MDE/DHS/MDH/DOC	0	0	0	1		1
i. Truancy prevention	13	18	1	2		21
j. TOTAL	113	143	114	124		381
4. Out-Of-Home Placement						
a. Emergency/Crisis	0	1	0	0		1
b. Regular foster care (Rule 1)	9	8	19	13		40

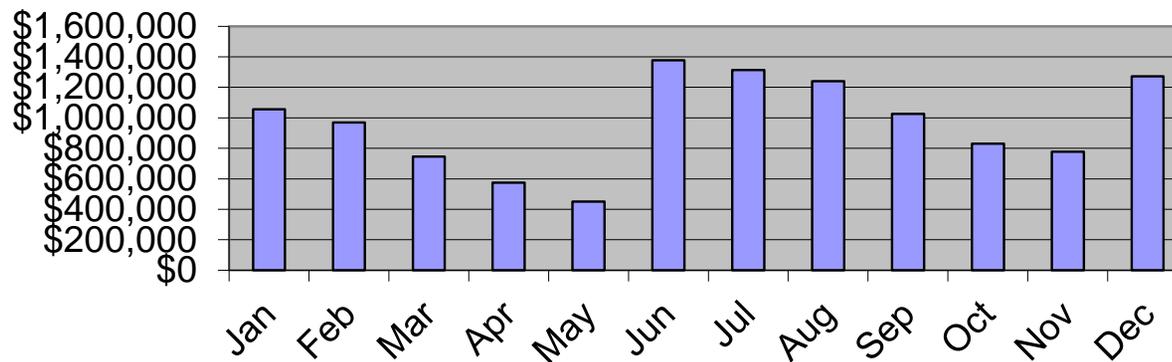
c. Therapeutic foster care	4	8	9	11		28
d. Other foster care	0	0	0	0		0
e. Group home (Rule 8)	1	2	2	0		4
f. Residential treatment (Rule 5)	0	0	0	0		0
g. Chemical treatment (Rule 25)	0	0	0	0		0
h. Corrections facility	1	3	0	0		3
i. Extended (18-21)	1	1	1	1		3
j. Trial Home Visit	0	3	0	4		7
k. Non-custodial parents	1	1	3	5		9
l. Total (corrections not included)	15	23	34	34		91
m. % change from last quarter	-6%	+53%	+48%	0%		0.53
5. Adoption/Custody						
a. Adoption cases (state wards)	2	4	7	6		17
b. Custody study cases	0	0	0	0		0
AREA	10/1/2016	1/1/17	4/1/17	7/1/17	10/1/2017	Year To
	to	to	to	to	to	Date
	12/31/2016	3/31/17	6/30/16	9/30/17	12/31/2017	Data
200 Chemical Dependency						
1. Total # Rule 25 referrals	31	37	31	38		
a. Corrections Referrals	n/a	27	6	18		
b. Interagency Referrals	n/a	6	10	7		
c. self/other referrals	n/a	4	15	13		
2. Rule 25 Assessments	22	32	18	25		
a, Non -residential tx recs	n/a	8	4	4		
b. Residential tx recs	n/a	11	6	5		
3. Assessments under age 16	2	0	1	1		
4. Detox admissions	3	4	3	5		
SUD commitments	0	1	1	2		
300 Mental Health - Adults						
Number of AMH intakes	28	20	23	21		64
Persons Served in Residential						
1. CBHH	0	1	1	0		2
2. In-patient	4	2	2	6		10
3. IRT	0	1	1	0		2
4. Adult Foster Care	2	1	2	2		5
5. Woodland Center Crisis	2	2	3	1		6
6. Placements						
In Swift County	0	0	0	0		0
Out of Swift County	6	6	7	4		17
1. ARMHS (1:1)/ CSP (1:1)	35	36	32	34		102
2. Day Treatment/Group	7	6	5	6		17
3. Supported Employment	1	0	0	0		0
4. Partial Hospitalization	0	0	0	0		0
Case Management						
1. Rule 79	79	78	65	63		206
2. General case mgmt	16	7	6	8		21

Commitment Activities						
1. Pre-petition screenings	3	0	2	1		3
2. Judicial hearings	2	0	1 (CD)	1		1
3. Commitments	2	0	1 (CD)	1		1
Other						
1. Cases w/legal involvement	17	13	15	12		40
2. Rep Payee / Money Management	4	3	3	7		13
400 Mental Health - Children						
1. Children with Case Manage.	43	40	39	38		117
2. Children in day treatment	6	7	8	5		20
3. Children in placement						0
a. In Swift County	1	2	2	1		5
b. outside of Swift County	2	7	7	4		18
4. CMH intakes	6	13	10	8		31
5. Court involvement	11	12	10	10		32
6. Individual Therapy	26	32	29	28		89
7. Individual & Family Skills	13	19	12	13		44
AREA	10/1/2016	1/1/17	4/1/17	7/1/17	10/1/2017	Year To
	to	to	to	to	to	Date
	12/31/2016	3/31/17	6/30/17	9/30/17	12/31/2017	Data
8. Group skills	7	12	12	10		34
9. School Link						
a. Lac qui Parle Valley	1	3	3	4		10
b. KMS	0	2	3	2		7
c. Benson	0	0	0	5		
10. Family Based Therapy	2	4	2	1		7
11. Parent Coach	2	0	0	2		2
12. Personal Care Attendent	7	7	8	9		24
13. Medication Management	29	30	26	29		85
14. OT/PT/Speech	12	12	11	9		32
15. Individual Education Plan	30	27	28	28		83
16. Youth Partial Hospitalization	0	0	0	0		0
500 Adult Protection						
1. MAARC reports received	10	9	13	22		
a. # of reports accepted	6	5	3	15		
b. # of reports screened out	3	4	10	6		
c. # of reports to other LIA	1	0	0	4		
2. # of EPS requests	5	1	3	4		
3. AP case mgnt cases	2	1	1	1		
600 Long Term Supports & Services						
1. MnChoices Assessments	13	24	24	25		
2. Legacy doc Assessments	7	10	9	3		
3. MnChoices Reassessments	23	23	22	21		

900 SEAGR Expenditures						
100 - Children's Service	\$ 297,658.00	\$311,461	\$362,870	\$ 406,109		\$ 1,080,440.00
200 - Child Care	\$ 7,361.00	\$7,572	\$13,174	\$ 18,233		\$ 38,979.00
300 - Chemical Dependency	\$ 39,452.00	\$54,821	\$41,307	\$ 50,566		\$ 146,694.00
400 - Adult Mental Health	\$ 132,344.00	\$164,744	\$154,138	\$ 193,343		\$ 512,225.00
450 - Children's Mental Health	\$ 89,400.00	\$105,466	\$105,841	\$ 112,830		\$ 324,137.00
500 - Developmental Disabilities	\$ 107,838.00	\$107,192	\$97,115	\$ 89,970		\$ 294,277.00
600 - Adult Services	\$ 124,521.00	\$135,190	\$135,824	\$ 125,554		\$ 396,568.00
TOTALS	\$ 798,574.00	\$886,446	\$910,269	\$ 996,605		\$ 2,793,320.00
1000 SEAGR Revenues						
100 - Federal	\$ 198,042.00	\$162,545	\$218,684	\$ 152,329		\$ 533,558.00
200 - State	\$ 178,231.00	\$127,170	\$138,844	\$ 364,962		\$ 630,976.00
300 - Miscellaneous	\$ 74,612.00	\$76,573	\$87,175	\$ 98,512		\$ 262,260.00
400 - County	\$ 886,095.00	\$23,789	\$1,218,885	\$ -		\$ 1,242,674.00
TOTALS	\$ 1,336,980.00	\$390,077	\$1,663,588	\$ 615,823		\$ 2,669,488.00

Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2008 - 2017											
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average
Jan	\$ 1,061,936	\$ 1,039,335	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$1,056,392
Feb	\$ 980,137	\$ 951,620	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$969,557
Mar	\$ 783,046	\$ 772,024	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$745,223
Apr	\$ 703,949	\$ 658,915	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$574,960
May	\$ 609,380	\$ 474,455	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$451,164
Jun	\$ 1,272,945	\$ 1,247,245	\$ 1,244,642	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$1,378,007
Jul	\$ 1,225,126	\$ 1,188,516	\$ 1,349,636	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$1,314,152
Aug	\$ 1,033,020	\$ 1,179,585	\$ 1,237,374	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$1,241,050
Sep	\$ 965,612	\$ 948,233	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$1,026,626
Oct	\$ 843,175	\$ 832,082	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$829,496
Nov	\$ 754,668	\$ 770,517	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684		\$777,971
Dec	\$ 1,248,758	\$ 1,279,288	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413		\$1,273,146
Average	\$ 956,813	\$ 945,151	\$ 1,017,265	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,583,146	

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



Out of Home Placement Data 1/2012-10/2017

