

Notice & Agenda

Swift County Board of Commissioners

Tuesday, October 15, 2019

9:00 AM

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

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. 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
	1-2	(1) Minutes from the October 1, 2019 Regular Meeting
	3-8	(2) Consider approval 2020/2021 Natural Resources Block Grant Agreement
	9-11	(3) Consider approval of contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility
	12-13	(4) Consider approval to allow the Sheriff's to open a jail petty cash account at First Security Bank, Benson MN
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:40 a.m.		KMS Schools
	14-15	Consider approving MnDot 2024 Transportation Alternatives Program Sponsoring Agency for KMS School Safe Routes Infrastructure Agreement and Resolution 19-10-41
9:50 a.m.		Scott Collins, Environmental Services
	16-18	Consider approving a Conditional Use Permit #5660 requested by Rolo Dairy to expand the dairy operation by adding a 300' x 150' free stall total confinement barn with a robotic milking system and a 4.1 million gallon clay lined earthen basin. The total mature dairy animal unit capacity will increase from 364 animal units to 621 animal units
10:00 a.m.		Andrew Sander, County Engineer
	19-20	Consider approval on quotes for a batwing mower
	21-23	Consider approval for Bituminous Patching 2019
10:10 a.m.		Catie Lee, Human Services
	24-28	Consider approval of policy 2.704 County Crisis Funds
	29-46	Consider approval 2020-2021 County MFIP Biennial Service Agreement
10:20 a.m.		Other Business Community Perspective Committee
10:50 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

October 1, 2019

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present with the exception of Commissioner Rudningen. Also present: County Administrator Kelsey Baker, Terri Orr, other county employees and members of the public.

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

10-01-19-01 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the agenda. Motion carried unanimously.

Commissioner Rudningen joined the board meeting at 9:01 AM.

10-01-19-02 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the Consent Agenda items: (1) Minutes from the September 17, 2019 Regular Meeting, (2) Approval of 2020 Ditch Special Assessments, (3) Approval of Policy 3.303 MSHO Secure Blue, (4) Approval of one daycare grant, (5) Approval for the Swift County HRA to apply a special assessment to the property at 207 9th St N. Benson, MN 56215. A brief discussion was held. Motion carried unanimously.

10-01-19-03 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: County General Revenue, \$193,760.77; Solid Waste Fund, \$20,426.44; Road and Bridge, \$31,799.93; Human Services, \$314.74; County Ditches Fund, \$13,877.79; County Health Insurance, \$841.00; which includes the following bills over \$2,000: Bolton & Menk, Inc., \$12,253.50; Melissa Bullard, \$2,278.10; Dooley Petroleum, Inc., \$2,318.40; Esri, \$4,646.00; Geyer Recycling, \$6,099.33; Johnson Controls, \$4,603.40; K & K Tiling Inc., \$11,619.65; Life Insurance Company of North America, \$2,092.48; Piotter Construction, \$7,259.39; Royal Tire Inc., \$4,188.60; Soil & Water Conservation Office, \$4,157.52; Sussner Construction, \$159,850.10; Waste Management Of WI-MN, \$10,484.74. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Countryside Public Health and Prairie Five Community Action Council. Commissioner E. Pederson reported on DAC, Fair Board appreciation dinner, Computer Professionals Technology, Census meeting and the retirement party for Mary Amundson. Chairman Hendrickx reported on the Private Industry Council, Prairie Waters Annual meeting, AMC Futures, Community Perspective Committee, RDC, PrimeWest, Southern Prairie and LELS Union negotiations. Commissioner Fox reported on CareerForce Open House for the Private Industry Council, Pomme de Terre, Fair Board appreciation dinner, Joint Ditch #9 meeting, Hospital Finance and Hospital meeting. Commissioner Rudningen reported on Prairie Lakes Youth Programs, Minnesota House Bonding Committee tour, Emergency Services Radio Board and LELS Union negotiations.

Chairman Hendrickx asked for citizen's comments. Mark Hughes had concerns on recycling at the Lorenz building, Dollar General, purchase of the Swift County Sheriff's radio system, brands of vehicles Swift County uses and the safety of Swift County employees.

Parks, Drainage & Wetlands Supervisor Mike Johnson and John Kolb Attorney from Rinke Noonan held a discussion and addressed the situation on Lateral E of JD #19. Dave Fremling and Randy Brandt voiced their concerns with this issue.

The board recessed at 10:20 AM.

The board reconvened at 10:28 AM.

County Engineer Andy Sander requested approval on bid for Gravel Crushing. Discussion was held for two different options.

10-01-19-04 Commissioner Fox moved and Commissioner Rudningen second to approve option B for full quantity of 45,000 yards @ \$6.45 per yard. A lengthy discussion was held. Motion carried unanimously

Andy Sander further requested final approval for Resolution 19-10-40 for projects S.A.P. 076-625-014 and C.P. 018-001 to Duinick, Inc.

10-01-19-05 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve Resolution 19-10-39 for projects S.A.P. 076-625-014 and C.P. 018-001 to Duinick, Inc. Motion carried unanimously.

Chairman Hendrickx requested approval for \$10,000 to go to Kerkhoven Swift Planning Grant.

10-01-19-06 Commissioner Rudningen moved and Commissioner Fox seconded to approve \$10,000 for the Kerkhoven Swift Planning Grant. Motion carried unanimously.

The board recessed at 10:37 AM.

The board reconvened at 11:05 AM for the Human Services Work Session.

10-01-19-08 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 1:32 PM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval 2020/2021 Natural Resources Block Grant Agreement	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This grant agreement is for funding for Swift County's Local Water Management, Wetland Conservation Act, DNR Shoreland and Septic System programs	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: State of Minnesota – Minnesota Pollution Control Agency (MPCA)

Review/Recommendation

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

Board Action

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

**FY 2020 and 2021 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Vendor:	0000197318
PO#:	3000011070

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Swift County, 301 14th Street North Benson Minnesota 56215** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P20-6519	2020 - Local Water Management - NRBG (Swift County)	\$15,051
P21-6606	2021 - Local Water Management - NRBG (Swift County)	\$15,051
P20-6693	2020 - Wetland Conservation Act - NRBG (Swift County)	\$12,118
P21-6780	2021 - Wetland Conservation Act - NRBG (Swift County)	\$12,118
P20-6865	2020 - Shoreland-NRBG (Swift County)	\$2,744
P21-6950	2021 - Shoreland-NRBG (Swift County)	\$2,744
P20-7036	2020 - Septic Treatment Systems - NRBG (Swift County)	\$18,600

Total Grant Awarded: \$78,426

Recitals

1. This Grant Agreement is for the FY 2020 and 2021 Department of Natural Resources (DNR) Shoreland, Local Water Management (LWM), Wetland Conservation Act (WCA) and FY 2020 Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment System (SSTS) Program Grants.
2. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 1, Section 4(a), appropriated funds to the Board for the FY 2020 & 2021 DNR Shoreland, LWM, WCA.
3. The MPCA transferred to BWSR funds for their Fiscal Year 2020 SSTS Grant Programs to be allocated with this Agreement.
4. Minnesota Statutes § 103B.101, Subd. 9(1), and § 103B.3369, Subd. 5 authorize the Board to award grants.
5. The Board adopted Board Order #19-31 to authorize and allocate funds for the FY 2020 and 2021 Natural Resources Block Grant.
6. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Nicole Clapp, BWSR Grants Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-219-0167, or his/her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

TITLE: Director
ADDRESS: Swift County Environmental Services
CITY: Benson
TELEPHONE NUMBER: 320-843-2356

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. Grantee's Duties.

- 2.1. The Grantee is responsible for the specific duties for the NRBG, as follows:
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.3. A late or incomplete annual progress or final report will result in withholding of any future NRBG allocations.
- 2.3. **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.4. **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantees' participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

3. Time.

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

4. Terms of Payment.

- 4.1. All FY 2020 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2021 grant funds will be distributed as soon as is practicable after the start of fiscal year 2021. FY 2021 grant funds may not be spent before they are received.
- 4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3. The Board must consult with the state agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

5.3. For the LWM, WCA and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant funds to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6. Assignment, Amendments, and Waiver

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

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

8. State Audits.

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

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

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

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The State may immediately terminate this grant contract in the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Intellectual Property Rights.

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

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

Approved:

Swift County

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The county is seeking approval on this contract for the demolition of tax-forfeited properties in Swift County. We are working with a landowner to use this property for the demolition site.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING:

Review/Recommendation

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

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

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

THIS AGREEMENT is made and entered into by and between the County of Swift, State of Minnesota, through Swift County, hereinafter “County” and Nygard Family LTD Partnership, hereinafter, “Owner”.

RECITALS

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

WHEREAS, there are funds available, the County owns dilapidated tax-forfeited real property, and there is an existing permit by rule demolition debris disposal facility;

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

TERMS AND COST OF THE AGREEMENT

1. The Owner agrees to make his permit by rule property available for the deposit of County tax-forfeited demolition debris facility located at 2400 90th St. SW, Appleton, Minnesota.
2. The total cost of this agreement is \$30,000.00, to be paid as follows: \$15,000.00 at the initial execution of said agreement and the remaining \$15,000.00 upon completion.
3. This Agreement is subject to such special conditions as are set forth in the Minnesota Pollution Control Demolition Debris Disposal Facility PBR Notification Form, Solid Waste Permit Program attached hereto and made a part hereof and marked Exhibit A.
4. County agrees to level and grade back demolition debris disposal facility to pre-existing condition with top soil and seed as required under Exhibit A.
5. County agrees to level and grade back gravel road damage caused by hauling of debris and return to pre-existing condition.
6. County shall be responsible for excavated sand and gravel, which is not to be deposited at said demolition debris facility.

7. Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
8. County and Owner agree that time is of the essence in the Agreement and the performance and payment of each and every obligation herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY:
COUNTY OF SWIFT

OWNER:
NYGARD FAMILY LTD PARTNERSHIP

By: _____
Chairperson

By: _____

By: _____
County Administrator/Clerk of Board

Its: _____



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

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: To allow the Sheriff's Office to open a jail petty cash account at First Security Bank, Benson MN	
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.
<p>BACKGROUND/JUSTIFICATION:</p> <p>This account will be for the Jail. We will be running inmate canteen, booking fees, over the counter medications, urine analysis tests, phone cards and any other fees applicable from inmates in the Swift County Jail. Currently when an inmate enters the jail and has any money or a check, the check will get cashed at the bank and then returned to the jail where it would be written on a canteen card and the cash gets placed into a locked cash box. When the inmate buys a phone card or anything from canteen those figures get written on the canteen card and subtracted from their balance. When an inmate gets discharged or moved from the jail we give the inmate the balance of their account in cash.</p> <p>With changes in the banking procedures I am moving to a computerized tracking system for all these items listed above. All of the inmates funds will be moved into the tracking system and the checks and cash funds will need to be deposited into this jail petty cash account. Then when an inmate leaves we can write out a check to them. It also alleviate having extra cash in the office. It will also make it an easier and more accurate for record keeping.</p> <p>Staff on the account would be Tracy Koosman, Jail Administrator, Judd Latham Chief Deputy, Carolyn Klucas, Records and John Holtz, Sheriff.</p> <p>Would like to also have \$500. Deposited in the account for a starting balance to prevent overdrafts.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

AGREEMENT

MnDOT 2024 Transportation Alternatives Program Sponsoring Agency For KMS School Safe Routes to School Infrastructure

THIS AGREEMENT made and entered into by and between Independent School District 775 hereinafter referred to as “KMS Schools” and the County of Swift hereinafter referred to as the “County”.

That Swift County will act as the sponsoring agent. Swift County Engineer will act as the fiscal agent.

That KMS Schools will be responsible for the completion of preliminary and final design such as project development report, surveys, final plans and required documentation, and responsible for construction inspection for the project in accordance with Federal and State requirement.

That KMS Schools be solely responsible for providing the local share for the project.

That KMS Schools may receive funds and services from entities, public and private, for the purpose of providing the local share for the project or for meeting other requirements of the project.

That KMS Schools shall deposit the local share of the project cost with the County Auditor/Treasurer prior to awarding of the Contract by the County Board of Commissioners.

That KMS Schools agrees to assume joint responsibility for the operation and maintenance of the property and facilities related to this project, which includes but not limited to pavement marking required in crossing public roads, with the City of Murdock and the City of Kerkhoven.

That KMS Schools hereby agrees to abide by all applicable laws, rules, regulation, design specifications, inspection schedules and any and all other requirements for the receipt of the funding for the project and will hold harmless and indemnify the County for any loss, penalty, expense or damage whatsoever related to the design, construction, completion and maintenance of this project.

ADOPTED:

Independent School District _____

County of _____

Superintendent date

County Board chair date

ATTEST:

KMS School Board Chair date

County Administrator date

RESOLUTION 19-10-41
KMS SCHOOL SAFE ROUTES TO
SCHOOL INFRASTRUCTURE

WHEREAS, KMS Schools would like to submit a project identified as KMS School Safe Routes to School Infrastructure for “Transportation Alternative” funding.

WHEREAS, KMS Schools is a community less than 5,000 in population and requires the County to act as sponsoring agency for the project.

WHEREAS, KMS Schools has requested that the County act as sponsoring agent, and the County engineer will act as the fiscal agent, to said KMS School Safe Routes to School Infrastructure project as defined by the agreement.

WHEREAS, KMS Schools confirms if the project cost increases above the amount listed in the Application, KMS Schools will provide or secure all additional funds necessary to complete the project. KMS Schools certifies that it will comply with all applicable laws, regulations, and rules of the Application.

NOW, THEREFORE BE IT RESOLVED that KMS Schools and Swift County make the agreement, included in the attachment, related to the KMS School Safe Routes to School Infrastructure project.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 15th day of October 2019.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker
County Administrator



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: ROLO Dairy, 1780 90th St. SE, Kerkhoven, MN 56252 (Owner)	
AGENDA YOU ARE REQUESTING TIME ON: 10-15-2019	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Conditional Use Permit to expand the dairy operation by adding a 300' x 150' free stall total confinement barn with a robotic milking system and a 4.1 million gallon clay lined earthen basin. The total mature dairy animal unit capacity will increase from 364 animal units to 621 animal units.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

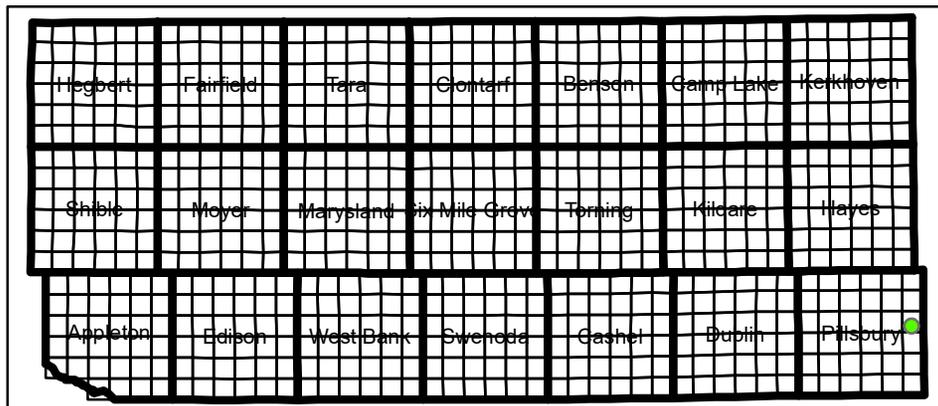
Motions ___ E. Rudnigen ___ G. Hendrickx ___ E. Pederson ___ P. Peterson ___ J. Fox	
Action	Vote

Proposed Special Conditions
ROLO Dairy
Conditional Use Permit Amendment #5660

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. Applicant's personnel must address all complaints, problems or concerns regarding public health, safety and welfare within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
4. All plans regarding approaches and access roads, as well as traffic control must be submitted to the township chairman.
5. Dead animals shall be disposed of in a manner consistent with the Minnesota Board of Animal Health and the Minnesota Pollution Control Agency (MPCA) requirements.
6. The permit holder shall allow the Zoning Administrator or MPCA staff to inspect the site whenever necessary. However, the Zoning Administrator shall provide a 24-hour notice in advance of any inspection that involves accessing the buildings in which the animals are confined.
7. An animal manure plan must be completed.
8. A Water Appropriation Permit must be granted from the MN DNR.
9. Drainage in the area cannot be negatively affected.
10. That a Good Neighbor Policy be in effect. Prior to spreading, the residents of dwellings within $\frac{3}{4}$ mile of agitation and spreading sited would be contacted to determine if they have any special events planned which may be affected by the spreading. If possible, another location or time would be chosen. Neighbors are encouraged to contact the applicant with any scheduled events in advance so as to help them plan manure application.
11. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
12. This Conditional Use Permit Amendment #5660 shall expire one year from the date of issuance if the permit is not utilized.
13. Violation of any of the above stated conditions may result in revocation of the conditional use permit.

Section 13

ROLO Dairy



Project: CUP request for dairy expansion. Adding animal units, a new barn with a robotic milking system, a clay lined earthen basin, vegetated infiltration area and a covered feed storage area.

Owner: ROLO Dairy

Legal: SE 1/4 of Section 13, Twp-120, R-37, Pillsbury Township, Swift County, MN.





Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval to purchase batwing mower.	
AGENDA YOU ARE REQUESTING TIME ON: October 15, 2019	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: County accepted quotes for a batwing mower.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State, County
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Review/Recommendation

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

Board Action

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

Mower

COMPANY	EQUIPMENT	PRICE WITH FREIGHT
Lund Implement Co.	3815 Bush Hog flex wing mower	10,500
Villard Implement Co.	3815 Bush Hog flex wing mower	12,500
Truman Welters	3815 Bush Hog flex wing mower	15,287.88



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval for Bituminous Patching 2019.	
AGENDA YOU ARE REQUESTING TIME ON: October 15, 2019	ARE YOU SEEKING APPROVAL OF A CONTRACT?
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The county opened bids on October 9, 2019.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State, County
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Review/Recommendation

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

Board Action

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

2019 Bituminous Patching

Schedule of Prices

* Bidder must fill in unit prices in numerals.

Item Description	Approx Qty	Unit	Unit Price	Total Bid Amount
Bituminous Material for Patching Hauled - Placed - Compacted on Roadway	750	TON	\$79.75	\$59,812.50

Contractor Name & Address:

Riley Bros Construction, Inc
46369 208th street
Morris, MN 56267

Signature: Greg Hansen

Title: Paving Superintendent

Date: 10-9-2019

2019 Bituminous Patching

Schedule of Prices

* Bidder must fill in unit prices in numerals.

Item Description	Approx Qty	Unit	Unit Price	Total Bid Amount
Bituminous Material for Patching Hauled – Placed – Compacted on Roadway	750	TON	125.90	94,425.00

Contractor Name & Address:

Central Specialties Inc

6325 Co Rd 87 SW

Alexandria MN 56308

Signature: 

Title: President

Date: 10/9/19



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving policy 2.704 County Crisis Funds	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Policy Required by DHS MFIP agreement
BACKGROUND/JUSTIFICATION: This policy is required for our MFIP agreement and was last approved on 12/9/09. There is no significant changes to the policy.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:

Review/Recommendation

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



Policy Name	County Crisis Funds
Policy Number	2.704
Origination Date	7/1/2003 (reviewed 9/22/08 & 12/9/09)
Board Approval Date	10/15/19
Policy Owner	Financial Services Supervisor
Responsible Personnel	Financial Services Staff
Regulatory Requirement	NA
Cross References	
Attachments	

Appendix Purpose

To delineate the policy components of the crisis fund as it applies to accessing resources for county-funded emergency assistance.

Procedure

A. Basic Eligibility Factors

- a. The household must meet one of the definitions below of family:
 - i. A minor child (under the age of 18 or is under the age of 19 and is a full-time student in a secondary school) or a group of minor children related to each other as siblings, half-siblings, step-siblings, or adopted siblings, along with their natural, step or adoptive parent(s) or other caregiver(s); or
 - ii. A pregnant woman who is not a minor and has no other eligible children and her spouse, if living with her; or
 - iii. A minor caregiver's parent(s) who has no other minor children; or
 - iv. A minor caregiver and child; or
 - v. A noncustodial parent of a minor child receiving assistance
- b. At least one member of the household must have resided in Minnesota for at least thirty days.
- c. At least one child or pregnant woman in the household must meet the MFIP citizenship requirements.
- d. At least one caregiver and one child must not have used the following in the past 18 months:
 - i. Emergency Assistance
 - ii. County Crisis Funds
 - iii. Emergency General Assistance
 - iv. Emergency Minnesota Supplemental Aid
- e. A household member's refusing or quitting employment or refusing training for employment without good cause must not have caused the emergency. Employment Services criteria will be used to evaluate good cause.
- f. The emergency must jeopardize a child's health or safety.
- g. The household must be in compliance with all Human Services and Employment Services requirements.

- h. The household's gross income must be at or below 200% Federal Poverty Guidelines (FPG) for a family of the applicable size at the time of application.
- i. The household must have paid 50% of net income toward basic needs in the past two months from month of application.
- j. Shelter and utility payment will be limited to the current and past two months and shall not exceed \$1,000.
- k. Priority will be given to families receiving DWP or MFIP, including Family Stabilization Services and families at risk of receiving MFIP or DWP.

B. Policy Components

- a. County Crisis Funds (CCF) are a capped county allocation. When the allocated funds are depleted, all future requests will be denied. There will be no waiting list.
- b. CCF (included with other available funds) must resolve the crisis, not postpone it.
- c. CCF will be approved for the most cost-effective solution to the emergency.
- d. CCF eligibility will be determined for the applicant's initial request(s) at the time of application and will not be available again until at least 18 months have passed from the month of application. Additional assistance will not be authorized once an application is approved.
- e. When a determination is made that the household's mismanagement of money caused the crisis, the County may require the assistance unit to cooperate with vendor, protective or two-party payments for an indefinite period of time. Money mismanagement is defined as:
 - i. Repeated inability to plan the use of income to meet necessary expenditures;
 - ii. Repeated observation that the recipient is not properly fed or clothed;
 - iii. Repeated failure to meet obligations for rent, utilities, food and other essentials;
 - iv. Evictions or a repeated incurrence of debts
- f. CCF are not available for a crisis resulting from fraud disqualification on the part of any household member.
- g. CCF will be issued by vendor payments only.

C. Definition of Basic Needs

- a. The household must be in an emergency situation in which it is without or will lose within thirty days after the date of application a basic need item which would threaten the household's health or safety. Basic needs are defined as:
 - i. Housing
 - 1. First month's rent
 - 2. Past due monthly rent (including lot rent)
 - 3. Note: CCF does not cover damage deposits, contract-for-deed, balloon or mortgage payments
 - ii. Utilities
 - 1. Utility deposits, reconnect fees and past due charges
 - 2. Heating fuel, including delivery and hook-up fees
 - 3. Water service
- b. To resolve the emergency the minimum amount will be issued.

- c. CCF can be used for moving expenses (utility hookups and deposits only) only if the move is due to denial of CCF to pay existing shelter costs, the household meets other CCF eligibility requirements and the county agency determines moving will resolve the emergency.
- d. CCF may be used if immediate action is needed to protect the life or health of a child and non-payment will result in out of home placement of a child.
- e. In addition to basic needs, there may be assistance with employment related expenses if referred to agency by an Employment Services provider is approved by a supervisor.

D. Determining Applicant's Portion of Payment

- a. Within the time necessary to resolve the crisis, all members of the household must be unable to resolve the emergency by combining:
 - i. Liquid assets or any other assets that can be liquidated; and
 - ii. Income they anticipate to receive; and
 - iii. Other funds the household is eligible to receive
- b. Exception: Assets and income the unit has or will have that they will need to cover their basic needs (rent, utilities and food) are not counted.

E. Documented Need for County Crisis Fund Payment

- a. The household must complete an Emergency Assistance Form and complete a face-to-face interview.
- b. The household must have experienced a documented, verifiable change in circumstances resulting in the crisis, including but not limited to:
 - i. An event which prevents a household member from obtaining or retaining employment.
 - ii. Health conditions impairing the ability to work
 - iii. Other unexpected occurrences
- c. The household must provide proof of identity, assets, income, work expenses and immigration status. The county may also request proof of children's age and relationship, if questionable.
- d. The household must provide documentation of their emergency by remitting an eviction notice, utility or water shut of notice. Eviction notices written by parties other than bona fide property managers will not be considered sufficient proof that a housing crisis exists.
- e. Documentation must be received within 30 days of the application or assistance will be denied.
- f. Appeal rights will be included on all notices and are on the Emergency Assistance Form.

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County Human Services Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

Catherine Lee, Director

Date

Board Approval: _____
Gary Hendrickx, Board Chair

_____ Date



Request for Board Action

BOARD MEETING DATE:
October 15, 2019

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving 2020-2021 County MFIP Biennial Service Agreement			
AGENDA YOU ARE REQUESTING TIME ON: Regular board		ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes	
IS THIS MANDATED? Most are		EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the Contract	
BACKGROUND/JUSTIFICATION:			
Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
Department of Human Services through SW PIC	Payment for Employment Services and Crisis Funds	1/1/20-12/31/21	No change
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?		Click here to enter text.	

Budget Information

FUNDING: Annual Budget

Review/Recommendation

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



2020-2021 County MFIP Biennial Service Agreement

January 1, 2020 - December 31, 2021

DHS-3863-ENG 8-19

Page 1 of 17

Enter the county's unique ID number

Contact Information

COUNTY/CONSORTIUM NAME

PLAN YEAR

CONTACT PERSON

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

EMAIL ADDRESS (where correspondence related to this form will be sent)

CONFIRM EMAIL ADDRESS

Note: Please review the 2020-2021 MFIP Biennial Service Agreement Bulletin for more details before you complete this document.

County MFIP Biennial Service Agreement

Page 2 of 17

A. Needs Statement

1. Besides funding, what is the single biggest challenge you are facing in financial assistance services?

The biggest Challenges facing the Financial Assistance Unit are:

1. Consumers are presenting with more barriers to employment. Multiple consumers are not in the mind set of going to work or able to work when applying for benefits and have stated such.
2. Child Care for nights and weekends is a barrier because we have very little availability of providers who work during those times.
3. We are a rural community with very little employment options.
4. Limited access to public transportation due to limited hours.
5. Limited English skills.

characters remaining

2. Besides funding, what is the single biggest challenge you are facing in employment services?

The Biggest Challenges facing the E & T provider staff include:

1. The increasing barriers that the customers bring to the table. The population continues to be the harder to serve customers, that really aren't work ready. More time and resources are expedited to help customers become work ready.
2. Limited funding and mental health resources to assist customers with overcoming extreme barriers. (Example: Psychological testing-2 month waiting list for the testing, and then another month for results).
3. Lack of Child Care and public transportation.
4. Child Protection issues.
5. Small town issues related to "reputations" and businesses willingness to work with customers
6. Limited English skills

3. Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.

1. Strong community partners where we work together to achieve mutual goals.
2. Employer partners and customer opportunities (e.g. hiring, work experiences, volunteer opportunities).
3. Access to local community services (e.g. food shelf, free community meals, clothes, items for pregnant moms).
4. Friendliness and willingness of community members to assist.

characters remaining

County MFIP Biennial Service Agreement

Page 3 of 17

A. Needs Statement (continued)

3. What strengths and resources do you have available to address the needs of your participants?

Please **check all** the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (county resources with developed connections to MFIP), and/or an external community resource or both. If you lack sufficient resources in your area, check the Resource Gaps column, even if there are some resource sources. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ABE/GED
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adult/elder services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Career planning
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Childcare funds
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chemical health services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Computer lab access
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credit counseling/financial literacy
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	English Language Learner (ELL)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food shelf
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Housing assistance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job club
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job development
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job placement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job retention
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job search workshops
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mental health services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	On-the-job training program
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Post-secondary education planning
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Short-term training
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supported work / paid work experience
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transportation assistance (gas cards, bus cards)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Vehicle repair funds
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Volunteer opportunities
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Youth program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other

4. County Program Contact Information

Please name contacts for the following programs if different from the contact on the cover page. You only need to give a person's phone and email once.

MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

DWP STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME PHONE NUMBER EMAIL ADDRESS

County MFIP Biennial Service Agreement

Page 4 of 17

A. Needs Statement (continued)**Employment Services Provider(s) Information**

Statute 256J.50, subdivision 8: Each county, or group of counties working cooperatively, shall make available to participants the choice of at least two employment and training service providers as defined under Minnesota Statutes, section 256J.49, subdivision 4, except in counties contracting with CareerForce Centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a CareerForce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section G of this form addresses provider choice.

NAME	ADDRESS
Southwest Minnesota Private Industry Co	607 W. Main Street, Marshall, MN 56258
CONTACT PERSON	PHONE NUMBER EMAIL
Mary Mulder	507-476-4055 mmulder@swmpic.org
Population Served <input checked="" type="checkbox"/> MFIP ES <input checked="" type="checkbox"/> DWP ES <input checked="" type="checkbox"/> FSS <input checked="" type="checkbox"/> Teen Parents <input checked="" type="checkbox"/> 200% FPG	



B. Service Models

Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)

1. Do you have culturally specific employment services for different racial/ethnic groups?

No Yes *Check all that apply.*

- African American
- African immigrant
- Asian American
- Asian immigrant
- American Indian
- Hispanic/Latino
- Other

2. What strategies do you use for hard-to-engage participants? *Check all that apply.*

- Home visits
- Sanction outreach services
- Incentives
- Off-site meeting opportunities
- Other SPECIFY:

3. What types of job development do you do? *Check all that apply.*

- Sector job development
- Individual job development
- Other

4. Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

No Yes *Check all activities employers provide.*

- Interview opportunities
- Job skills training
- Job placement
- Job shadowing
- On-site job training
- Work experience
- Helps plan training programs
- Other

5. Do you provide job retention services to employed participants while they are receiving MFIP?

No Yes *Check all that apply.*

- Available to assist with issues that develop on the job
- Financial planning
- Soft skills training
- Mentoring
- Transportation
- Personal contact with the employee
- HOW OFTEN?
- Other

How long do you provide job retention services?

- Less than 3 months
- 3-6 months
- 7-12 months
- More than one year

6. Do you provide job advancement services to employed participants?

No Yes *Check all that apply.*

- Career laddering
- Networking
- Coaching/mentoring
- Ongoing job search
- Education/training
- Other

7. Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

No Yes *Check all that apply.*

- Pathways to Prosperity (P2P)
- Work Keys
- National Career Readiness Certificate (NCRC)
- Other SPECIFY:

B. Service Models (continued)

Family Stabilization Services (FSS)

1. Do you have professionals available to assist with FSS cases?

No Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Adult Mental Health professional | <input checked="" type="checkbox"/> Psychologist | <input checked="" type="checkbox"/> Adult Rehabilitation Mental Health Services (ARMHS) worker |
| <input checked="" type="checkbox"/> Public Health Nurse | <input checked="" type="checkbox"/> Chemical Health professional | <input checked="" type="checkbox"/> Social Worker |
| <input checked="" type="checkbox"/> Children's Mental Health professional | <input checked="" type="checkbox"/> Vocational Rehabilitation worker | <input type="checkbox"/> Other |

2. Do you make referrals for children of FSS participants?

No Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Children's Mental Health Services | <input checked="" type="checkbox"/> Public Health Nurse home visiting services | <input checked="" type="checkbox"/> Child Wellness Check-ups |
| <input checked="" type="checkbox"/> Women, Infants and Children Program (WIC) | <input type="checkbox"/> Other | |

3. Are any of these services for children offered to non-FSS families?

No Yes

Services for families no longer on MFIP/DWP but under 200% of Federal Poverty Guideline

1. Do you provide services to families who are not receiving DWP or MFIP assistance but are under 200% of the Federal Poverty Guideline (FPG)?

No Yes *Check all the services that apply*

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> ABE/ELL Classes | <input checked="" type="checkbox"/> Job retention services | <input checked="" type="checkbox"/> Child care | <input checked="" type="checkbox"/> Referral to other programs |
| <input checked="" type="checkbox"/> Computer Lab Access | <input checked="" type="checkbox"/> Support Services | <input checked="" type="checkbox"/> GED | <input checked="" type="checkbox"/> Training/Job Skills Classes |
| <input checked="" type="checkbox"/> Job postings | <input type="checkbox"/> Other | | |

County MFIP Biennial Service Agreement

B. Service Models (continued)

Minnesota Family Investment Program (MFIP) Services for Teen Parents

1. Are there specialized workers who work primarily with teens (for example, child care worker provides child care resources to teens only)?

No Yes *Check all that apply for each age group*

- | Minors
(under age 18) | Age
18/19 | |
|-------------------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Financial worker |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Employment service worker |
| <input type="checkbox"/> | <input type="checkbox"/> | Social worker (Social Services) |
| <input type="checkbox"/> | <input type="checkbox"/> | Public health nurse |
| <input type="checkbox"/> | <input type="checkbox"/> | Child care worker |
| <input type="checkbox"/> | <input type="checkbox"/> | Child protection worker |
| <input type="checkbox"/> | <input type="checkbox"/> | Other job role |

2. Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check the one position that serves this function within that age group.

No Yes

- | Minors (under age 18) | Age 18/19 |
|---|---|
| <input type="radio"/> Financial worker | <input type="radio"/> Financial worker |
| <input type="radio"/> Employment service worker | <input type="radio"/> Employment service worker |
| <input type="radio"/> Social worker (Social Services) | <input type="radio"/> Social worker (Social Services) |
| <input type="radio"/> Public health nurse | <input type="radio"/> Public health nurse |
| <input type="radio"/> Child care worker | <input type="radio"/> Child care worker |
| <input type="radio"/> Child protection worker | <input type="radio"/> Child protection worker |
| <input type="radio"/> Other job role | <input type="radio"/> Other job role |

3. Does your county have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? *Check one for each age group.*

Minors (under age 18)	Age 18/19
Yes, mandatory	Yes, mandatory
Yes, voluntary	Yes, voluntary
No	No

C. Measures

Performance Measures

1. Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.626, subdivision 7.

Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The **three-year Self-Support Index (S-SI)**: This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2019 <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4651F-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2019 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2020.

[MFIP Annualized S-SI and WPR report \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:

characters remaining

If your service area performed "above" or "within," you can go to item 2.

If your service area performed "below" for 2018 and performs "below" again for 2019, you then will have to **negotiate a multi-year improvement plan** with the commissioner. If no improvement is shown by the end of the multiyear plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

C. Measures (continued)

Racial/Ethnic Disparities

2. A racial/ethnic disparity for a service area is defined as a **one-year Self-Support Index** that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in that area. Access the report "Two-Year Performance Trends of Racial/Ethnic and Immigrant Group". This report lists (1) service areas that have any racial/ethnic disparities requiring action and (2) the table of differences for all service areas.

[Performance Measures by Racial/Ethnic or Immigrant Group \(PDF\)](#)

If your service area is in the disparity list, please answer the following question:

DHS will work with you to reduce these disparities.

What strategies and action steps for each of the groups with disparities do you plan for the coming biennium?

characters remaining

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D. Program Monitoring/Compliance

1. What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? *Check all that apply.*

- Budget control procedures for approving expenditures
- Cash management procedures for ensuring program income is used for permitted activities
- Internal policies around use of funds, i.e. participant support services
- Other

2. What procedures do you have in place to ensure program policies are followed and applied accurately? *Check all that apply.*

- Case consultation
- Sample case review by workers
- Sample case review by supervisors
- Other

If your service area has not made changes to your random drug testing policy since the last BSA, go to Section E.

3. What procedures/policies do you have in place for administering random drug tests of convicted drug felons on MFIP as required by Minnesota Statutes, section 256J.26, subdivision 1?

- Written policy within the MFIP unit
- Coordination with Corrections
- Currently establishing new policy/procedure(s)
- Other

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E. Collaboration and Communication with Others

1. How many employment services front-line staff are employed in your county or consortium?

1

How many employment services front-line staff in your county or consortium have MAXIS access?

1

How many managers/supervisors have MAXIS access?

1

2. Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

The ES Provider and County Staff conduct regular coordination meetings (minimum-monthly) to review current cases and determine if the data reflected in both MAXIS and WF1 match.

ES staff are provided monthly reports from DEED and the reports are utilized during the coordination meetings with the counties to assure that all cases are accounted for and that the date is accurate.

When discrepancies are identified, personnel from both the county and ES make the identified corrections on the appropriate data base (MAXIS and WF1).

In addition, status update forms are exchanged on an as needed basis (daily if necessary) to coordinate communication between both the county and the ES provider to assure that information, changed in status, and other relevant information is shared as quickly as possible, allowing for "real-time" updating of the data bases and client files.

characters remaining

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F. Emergency Services

1. Does your county provide emergency or crisis services from your Consolidated Fund?

No Yes

If yes, attach a copy of your emergency/crisis plan.

We are using \$7,000 of our grant to fund this Crisis fund.

characters remaining

County MFIP Biennial Service Agreement

G. Other

Administrative Cap Waiver

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work or community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs.

If your county is interested in applying for the waiver for the coming biennium, please complete the following four questions.

- 1. Describe the activity(s) you will provide.

characters remaining

- 2. Explain the reasons for the increased administrative cost.

characters remaining

characters remaining

3. Describe the target population and number of people expected to be served.

characters remaining

4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

characters remaining

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G. Other (continued)

Addendum for Unpaid Work Experience Activities

If your county is providing unpaid work experience activities for MFIP participants, please fill out the [Unpaid Work Experience Form](#). Email the completed form to Tria.Chang@state.mn.us.

Provider Choice

Does your county:

- Have at least two employment and training services providers. Go to Section H.
- Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section H.
- Intend to submit a financial hardship request.

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G. Other (continued)

Financial Hardship Request

FINANCIAL HARDSHIP - Exception to Choice of Employment Service Providers Requirement

MFIP provisions require counties to make a choice of at least two employment service providers available to participants unless a workforce center is being utilized (Minnesota Statutes, section 256J.50, subdivision 8). Counties may request an exception if meeting this requirement results in a financial hardship (Minnesota Statutes, section 256J.50, subdivision 9).

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

1. If the county had a choice of providers in calendar year 2019, describe:
 - factors that have changed which indicate a financial hardship
 - why the hardship is expected to persist in the near future and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the county.

characters remaining

2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
 - major factors which prevent the county from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other county process).

characters remaining

3. If the county proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant county funds. The description should include information about what steps will be taken to ensure that county staff have the experience and skills to deliver employment services.

characters remaining

The Department of Human Services (DHS) and the Department of Employment and Economic (DEED) will also review the amount budgeted by the county for employment and training during calendar year 2019 and use this amount as a guide to determine whether the amount budgeted by the county for calendar year 2020 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor county programs to ensure outcomes are achieved and services are being delivered consistent with state law.

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H. Budget

Click on the link below to review your service area's 2020 MFIP allocation and Federal Funding Sources:

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2020-2021.

Also note:

- Refer the 2020-21 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than, the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2020 Budget

Budgeted Amount	Percent	Line Items
28,622.00	18.54%	Employment Services (DWP)
66,786.00	43.27%	Employment Services (MFIP)
7,000.00	4.54%	Emergency Services/Crisis Fund
11,051.00	7.16%	Administration (cap at 7.5%)
40,889.00	26.49%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Capital Expenditures
	0.00%	Other 1 <input type="text"/>
	0.00%	Other 2 <input type="text"/>
\$154,348.00	100.00%	Total

2021 Budget

Budgeted Amount	Percent	Line Items
28,622.00	18.54%	Employment Services (DWP)
66,786.00	43.27%	Employment Services (MFIP)
7,000.00	4.54%	Emergency Services/Crisis Fund
11,051.00	7.16%	Administration (cap at 7.5%)
40,889.00	26.49%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Capital Expenditures
	0.00%	Other 1 <input type="text"/>
	0.00%	Other 2 <input type="text"/>
\$154,348.00	100.00%	Total

County MFIP Biennial Service Agreement

Certifications and Assurances

Public Input

Prior to submission, did the county solicit public input for at least 30 days on the contents of the agreement?

No Yes

Was public input received?

No Yes

If received but not used, please explain.

4000 characters remaining

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service agreement will be expended for the purposes outlined in Minnesota Statutes, section 256J; that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the county shall make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the county agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties may use the funds for any allowable expenditures under subdivision 2, including case management outlined in Minnesota Statutes, section 256J.

Counties or Tribes (and all tiers of subgrantees) must use the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable (including modifications) in the administration of all DHS federal and/or state funded grants. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly. The catalog of Federal Domestic Assistance (CDFA) Number is 93.558 – Temporary Assistance for Needy Families (TANF).

The Award number for the period of January 1, 2020 – December 31, 2021 will be published with the MFIP Consolidated Fund Calendar Year 2020 and Calendar Year 2021 Allocation with Performance Bonus.

Service Agreement Certification

Checking this box certifies that this 2020-2021 MFIP Biennial Service Agreement has been prepared as required and approved by the county board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

DATE OF CERTIFICATION	NAME (CHAIR OR DESIGNEE)	COUNTY
MAILING ADDRESS	CITY	STATE ZIP CODE

If your county agency is unable to complete your BSA by October 15, 2019 you will need to request an extension. Please email Tria.Chang@state.mn.us to provide additional information about why you were not able to complete this form and when you expect to submit the form by.

Save or Submit

To save your work, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

To submit your information to DHS, click the 'Submit Final Form' button.

Policy Statement

TITLE: County Crisis Funds

CODE: 2704

PURPOSE: To delineate the policy components of the crisis fund as it applies to accessing resources for county-funded emergency assistance.

REFERENCE: None

PERSONNEL RESPONSIBLE: Financial Service Staff

EFFECTIVE: 7-1-03 (Reviewed 10-17-05; revised 9-23-08; revised 12-9-09; reviewed 8/31/11; 2/27/13).

POLICY:

100 BASIC ELIGIBILITY FACTORS

- 101 The household must meet one of the definitions below of family:
- A minor child (under the age of 18 or is under the age of 19 and is a full-time student in a secondary school) or a group of minor children related to each other as siblings, half-siblings, step-siblings, or adopted siblings, along with their natural, step or adoptive parent(s) or other caregiver(s); or
 - A pregnant woman who is not a minor and has no other eligible children and her spouse, if living with her; or
 - A minor caregiver=s parent(s) who has no other minor children; or
 - A minor caregiver and child; or
 - A noncustodial parent of a minor child receiving assistance.
- 102 At least one member of the household must have resided in Minnesota for at least thirty days.
- 103 At least one child or pregnant woman in the household must meet the MFIP citizenship requirements.
- 104 At least one caregiver and one child must not have used the following in the past 18 months:
- Emergency Assistance
 - County Crisis Funds
 - Emergency General Assistance
 - Emergency Minnesota Supplemental Aid
- 105 A household member's refusing or quitting employment or refusing training for

employment without good cause must not have caused the emergency. Employment Services criteria will be used to evaluate good cause.

106 The emergency must jeopardize a child's health or safety.

107 The household must be in compliance with all Human Services and Employment Services requirements.

108 The household's gross income must be at or below 200% FPG for a family of the applicable size at the time of application.

109 The household must have paid 50% of net income toward basic needs in the past two months from month of application.

110 Shelter and utility payment will be limited to the current and past two months and shall not exceed \$1,000.

111 Priority will be given to families receiving DWP or MFIP, including Family Stabilization Services, and families at risk of receiving MFIP or DWP.

200 POLICY COMPONENTS

201 County Crisis Funds (CCF) are a capped county allocation. When the allocated funds are depleted, all future requests will be denied. There will be no waiting list.

202 CCF (included with other available funds) must resolve the crisis, not postpone it.

203 CCF will be approved for the most cost-effective solution to the emergency.

204 CCF eligibility will be determined for the applicant's initial request(s) at the time of application, and will not be available again until at least 18 months have passed from the month of application. Additional assistance will not be authorized once an application is approved.

205 When a determination is made that the household's mismanagement of money caused the crisis, the County may require the assistance unit to cooperate with vendor, protective, or two-party payments for an indefinite period of time. Money mismanagement is defined as:

- repeated inability to plan the use of income to meet necessary expenditures;
- repeated observation that the recipient is not properly fed or clothed,
- repeated failure to meet obligations for rent, utilities, food, and other essentials,
- evictions or a repeated incurrence of debts.

206 CCF are not available for a crisis resulting from fraud disqualification on the part of any household member.

207 CCF will be issued by voucher or vendor payments only.

300 DEFINITION OF BASIC NEEDS

301 The household must be in an emergency situation in which it is without or will lose within

thirty days after the date of application a basic need item which would threaten the household's health or safety. Basic needs are defined as:

Housing

- First month's rent
- Past due monthly rent (including lot rent)

Note: CCF does not cover damage deposits, contract-for-deed, balloon or mortgage payments.

Utilities

- Utility deposits, reconnect fees, and past due charges
- Heating fuel, including delivery and hook-up fees
- Water services.

302 To resolve the emergency the minimum amount will be issued.

303 CCF can be used for moving expenses (utility hookups and deposits only) only if the move is due to denial of CCF to pay existing shelter costs, the household meets other CCF eligibility requirements and the county agency determines moving will resolve the emergency.

304 CCF may be used if immediate action is needed to protect the life or health of a child and non payment will result in out of home placement of a child.

305 In addition to basic needs, there may be assistance with employment related expenses if referred to agency by an Employment Services provider and is approved by a supervisor.

400 DETERMINING APPLICANT'S PORTION OF PAYMENT

Within the time necessary to resolve the crisis, all members of the household must be unable to resolve the emergency by combining:

- ⇒Liquid assets or any other assets that can be liquidated; and
- ⇒Income they anticipate to receive; and
- ⇒Other funds the household is eligible to receive.

Exception: Assets and income the unit has or will have that they will need to cover their basic needs (rent, utilities, and food) are not counted.

500 DOCUMENTED NEED FOR COUNTY CRISIS FUND PAYMENT

501 The household must complete an Emergency Assistance Form and complete a face-to-face interview.

502 The household must have experienced a documented, verifiable change in circumstances resulting in the crisis, including but not limited to:

- An event which prevents a household member from obtaining or retaining employment
- Health conditions impairing the ability to work
- Other unexpected occurrences.

503 The household must provide proof of identity, assets, income, work expenses, and immigration status. The county may also request proof of children's age and relationship, if questionable.

504 The household must provide documentation of their emergency by remitting an eviction notice, utility or water shut off notice. Eviction notices written by parties other than bona fide property managers will not be considered sufficient proof that a housing crisis exists.

505 Documentation must be received within 30 days of the application or assistance will be denied.

506 Appeal rights will be included on all notices and are on the Emergency Assistance Form.

AUTHORED BY: Mary Erickson

DATE: 6-30-03; revised 9-22-08 & 12/9/09

APPROVED BY:

DATE:

CSS Board

12-15-09