Notice & Agenda

Swift County Board of Commissioners

Tuesday, October 15, 2013
11:00 AM
Swift County Board 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.

Time	Reference	Item
11:00 a.m.		**Call to Order and Roll Call**
11:01 a.m.		**Approve Agenda**
11:03 a.m.		**Consent Agenda**
	1-3	(1) Regular Session Minutes October 1, 2013
	4	(2) Executive Session Minutes October 1, 2013
11:04 a.m.		**Consider Approval of Commissioner warrants**
11:05 a.m.		**Commissioner and Board reports**
11:20 a.m.		**County Administrator report**
11:25 a.m.		**Citizens Comments**
11:25 a.m.		**Update from Superintendent Dennis Laumeyer, Benson Public Schools**
11:40 a.m.		**Environmental Services Director Scott Collins**
	5-7	Consider approval of Conditional Use Permit #4381for Claussen Properties, Inc. (Owner)/Wade Larson (Purchaser) to construct a Commercial Powder Coating Facility.
	8-13	Consider approval of Conditional Use Permit #4384 for Cargill, Inc to Operate an Agronomy Center.
11:50 a.m.		**County Engineer Andy Sander**
	14-15	Consider approving the condition job offer and appointing Steven Meyer to the position of Maintenance Worker III (effective October 28, 2013)
11:52 a.m.		**Sheriff John Holtz**
	16-17	Consider accepting the resignation of Full-Time CCO Jill Burdorf Cook and authorize the advertising of a replacement Full-Time CCO.
11:55 a.m.		**Mike Johnson, Park, Draining, and Wetlands Supervisor**
	18-19	Inform the Drainage Authority of violations and the procedure to restore the required 1 rod grass strip as part of end of year reporting the Drainage Inspector.
12:00 p.m.		**Lunch Break**

Time	Reference	Item
1:00 p.m.		**Afternoon Session**
1:00 p.m.		**County Treasurer Ron Vadnais**
	20-22	Review third quarter 2013 financials
		Other Business
1:05 p.m.	23-52	County Health Insurance: 1) Consider approving a JPA with the Minnesota Public Sector Collaborative (MPSC). 2) Consider approving moving the County health insurance plan from the South West/West Central Service Cooperative (Cooperative) to the MPSC as of January 1, 2014. 3) Consider approving a change to the Agent of Record from Chevalier Insurance Agency LLC to Marsh & McLennan Agency LLC company as of November 1, 2013. 4) Consider approving a Letter of Intent with PreferredOne Administrative Services for Health Insurance Services as of January 1, 2014. 5) Consider approving Swift County Board of Commissioner's Policy #217 on County Health Insurance Funding.
	53-62	Consider approval of revisions to County Policies 201.401-201.408 (Employment Practices) and 502 (Purchasing and Contract Protocol and Authority) as recommended by the County Policy Committee.
		Closed session to consider strategy for labor negotiations Consider approving a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03) Closed session to consider strategy for labor negotiations Adjourn close session and return to open session
2:30 p.m.		**Adjournment**

SWIFT COUNTY BOARD MINUTES
October 1, 2013

Chairman Fox called the meeting to order at 9:02 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak, County Attorney Robin Finke and Payroll Officer/General Assistant Amanda Ness.

Chairman Fox asked if there were any additions to the Agenda. There were none.

10-01-13-01 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the agenda. Motion carried unanimously.

10-01-13-02 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of the Board Meeting Minutes of September 17, 2013, to approve a contract with SafeAssure to provide countywide safety training, to approve the purchase of a mower for the Highway Department, to approve the purchase of a tractor for the Highway Department, and to approve the MNDVA Operational Enhancement Grant for Veterans Services. Motion carried unanimously.

The board reviewed the Commissioner warrants and no questions or comments were made.

10-01-13-03 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: $153,515.33; Solid Waste: $7,232.93; and Road and Bridge: $163,138.01 which includes the following bills over $2,000: Duininck Inc, $92,360.71; Glacial Plains Cooperative, $4,859.64; Maney International of Alexandria, $8,557.95; Marsden Bldg Maintenance LLC, $4,140.34; Pemberton Sorlie Rufer and Kershner, $3,480.30; Simplex Grinnell, $4,350.67; SW/WC Service Cooperatives, $124,599.00; Three D Specialties, $52,942.70; Waste Management of Northern Minnesota, $6,990.10; and Yellow Medicine County Jail, $5,735.38. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the Chippewa River Watershed District, Hospital Finance Committee, Hospital Board, and SPCC. Commissioner Klemm reported on RDA, Prairie Lakes Youth, DAC, Youth Programs, a meeting regarding the County's health insurance, and SPCC. Commissioner Peterson gave an update on the Historical Society and reported on the Community Action Council meeting. Commissioner Rudningen reported on Glacial Lakes Scenic Byway. Commissioner Hendrickx reported on Planning and Zoning, RDC, MCCA conference, and SPCC.

Administrator Pogge-Weaver pointed out that he doesn't anticipate major impacts due to the federal government shutdown unless it drags on for a long time. He also stated that all four union groups have requested negotiations. There is a meeting on October 10th to go over the proposed insurance changes for 2014 and to consider continuing with the joint powers group. October 15th is the deadline to decide whether or not we will be staying with the service cooperative.

Environmental Services Director Scott Collins brought to the board Conditional Use Permit #4286 to be amended to CUP #4375 regarding the transfer of land to Pheasants Forever. The U.S. Attorney General didn't like two of the conditions listed in the permit and Director Collins is recommending removing the conditions regarding right-of-way for maintenance and utilities as well as permitting and paying for ground work to mitigate adverse actions from increases in water levels. The suggested amendment would remove both conditions.

10-01-13-04 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the amended Conditional Use Permit #4375. Motion carried unanimously.

Director Collins also brought Conditional Use Permit #4374 which would amend CUP #4228 regarding the

transfer of land to the MnDNR. The same two conditions would be removed by the amendment.

10-01-13-05 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the amended Conditional Use Permit #4374. Motion carried unanimously.

Director Collins along with Gary Messer of Jennie-O then brought Conditional Use Permit #4371 regarding the Camp Lake turkey barns damaged in the spring storm as well as CUP #4372 (the Olson south site) and CUP #4373 (the Olson West site).

10-01-13-06 Commissioner Klemm moved and Commissioner Peterson seconded to approve Conditional Use Permit #4371. Motion carried unanimously.

10-01-13-07 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve Conditional Use Permit #4372. Motion carried unanimously.

10-01-13-08 Commissioner Rudningen moved and Commissioner Klemm seconded to approve Conditional Use Permit #4373. Motion carried unanimously.

Administrator Pogge-Weaver recommended opening a public hearing on the Solid Waste Assessments and keeping it open until the October 15th meeting in order to look at the rates other counties are charging apartment buildings and other commercial properties.

10-01-13-09 Commissioner Rudningen moved and Commissioner Peterson seconded to approving opening and continuing a public hearing on the proposed increase in Solid Waste Assessments. Motion carried unanimously.

An update was given by Dr. Richard Lee, CEO of Woodland Centers.

County Engineer Andy Sander requested the board approve a resolution accepting bond funds for the County 17 bridge project.

10-01-13-09 Commissioner Peterson moved and Commissioner Rudningen seconded to approve a resolution to receive bond funds for SP 076-617-011, Bridge No. 76542. Motion carried unanimously.

County Engineer also requested approval from the board for county ditch weed spraying.

10-01-13-10 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the bid of $13,800 from Holmgren Tree Spraying Service for 120 miles of county ditch weed spraying. Motion carried unanimously.

10-01-13-11 Commissioner Hendrickx moved and Commissioner Rudningen seconded to accept a letter of resignation from Paula Wilson. Motion carried unanimously.

Parks and Drainage Supervisor Mike Johnson presented the board with the proposed 2014 ditch assessments pointing out that the numbers should go down next year with JD8's watershed being mostly cleaned out now and Joint Ditch 4 trees coming out between Clontarf and the golf course next year.

10-01-13-12 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the 2014 ditch assessments. Motion carried unanimously.

Chairman Fox updated the board on the Upper Minnesota River Watershed District's recommendation to appoint Gene Meyer as the new manager.

10-01-13-13 Commissioner Klemm moved and Commissioner Peterson seconded to appoint Gene Meyer as manager of the Upper Minnesota River Watershed District. Motion carried unanimously.

Administrator Pogge-Weaver updated the board on the basics of the proposed county health insurance move to the joint powers group.

10-01-13-14 Commissioner Peterson moved and Commissioner Rudningen seconded to adjourn to a closed session pursuant to sections 179A.01 to 179A.25 to consider strategies for labor negotiations. Motion carried.

The regular meeting recessed to the closed session at 10:53 AM.

The regular meeting reconvened at 11:36 AM.

10-01-13-15 Commissioner Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Meeting adjourned at 11:37 AM

WITNESSED:

_____

Joe Fox, Chair

ATTEST:

_____

Michel Pogge-Weaver, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
October 1, 2013

Date convened:	Tuesday, October 1, 2013
Time Convened:	11:04 AM
Time adjourned:	11:36 AM
Members Present:	Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen
Members Absent:	None
Also Present:	County Administrator Michel Pogge-Weaver
Purpose:	To consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)

Chairman Fox called the executive session to order at 11:04 AM with all members present as well as County Administrator Mike Pogge-Weaver. The Board reviewed the current contracts and discussed the upcoming labor negotiations.

The board took no actions at the meeting.

07-02-13-1-ExS Commissioner Rudningen moved and Commissioner Peterson seconded to adjourn. Motion carried.

Executive Session adjourned at 11:36 AM

WITNESSED:

_____
Joe Fox, Chair

ATTEST:

_____
Michel Pogge-Weaver, County Administrator

Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Claussen Properties, Inc. (Owner)/Wade Larson (Purchaser) - Commercial Powder Coating Facility	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Construction of new facility. Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: Click here to enter text.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

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

Proposed Special Conditions
Wade Larson
Conditional Use Permit #4381

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 Swift County Highway Engineer.
5. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
6. This Conditional Use Permit #4381 shall expire one year from the date of issuance if the permit is not utilized.
7. Violation of any of the above stated conditions may result in revocation of the conditional use permit.

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

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Request for Board Action

Commissioner's Report

BOARD MEETING DATE:
October 15, 2013

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Cargill, Inc. - Operate an Agronomy Center	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Adding fertilizer and chemical tanks. Required Conditional Use Permit per subsection 5.3 Code of Ordinances, Urban Development. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

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

Cargill

Benson Agronomy Center
195 25th Ave NW
Benson, MN 56215

Cargill has purchased the former GTI trucking terminal building at 195 25th Ave NW in Benson, MN. We seek to remodel the existing building and add equipment to the grounds in order to operate an Agronomy Center.

The Agronomy Center will help service our farmer customers in the West Central Minnesota area. We will handle agricultural chemicals, liquid fertilizer, and seed. The existing building will be remodeled to include a containment are for bulk and package agricultural chemicals as well as liquid fertilizers. A concrete dike will be installed adjacent to the building and will house six 30,000 gallon fiberglass liquid fertilizer tanks. A piping network along with an automation system will provide load and unload delivery means. We also plan to install a truck platform scale on the grounds.

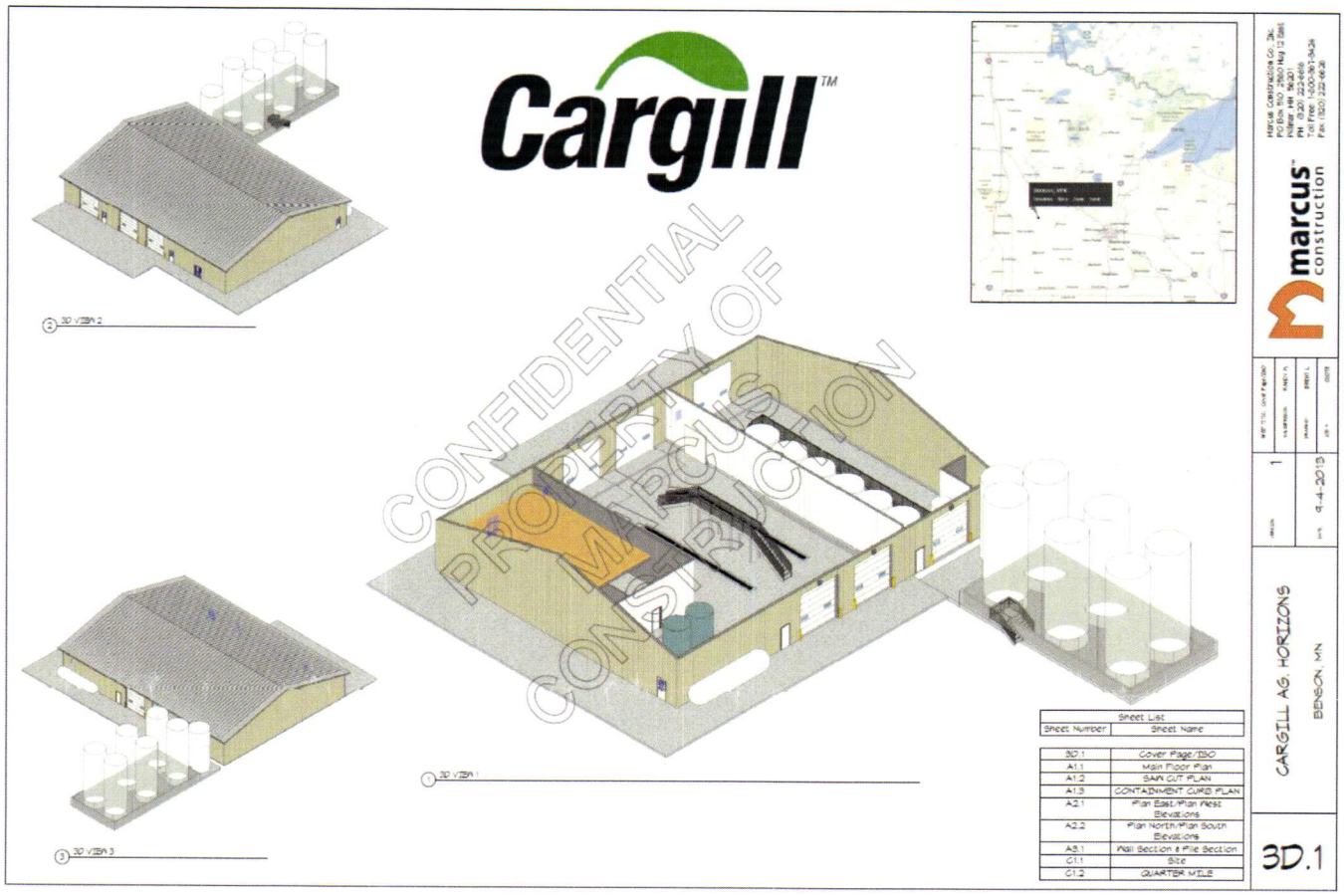
Cargill will work closely with the General Contractor to complete the project, meeting the Minnesota Department of Agricultural (MDA) storage requirements. When the project is completed we anticipate MDA approval for product storage and operation. Cargill will maintain an Agricultural Chemical Dealer and Fertilizer Dealer license from the MDA on an annual basis.

The project work is planned to be completed by spring 2014 planting season. Once fully operational, Farmer Customers will be able to pick up product or receive deliveries from the Benson site. Cargill will also provide custom application services. Cargill will not handle any Anhydrous Ammonia.

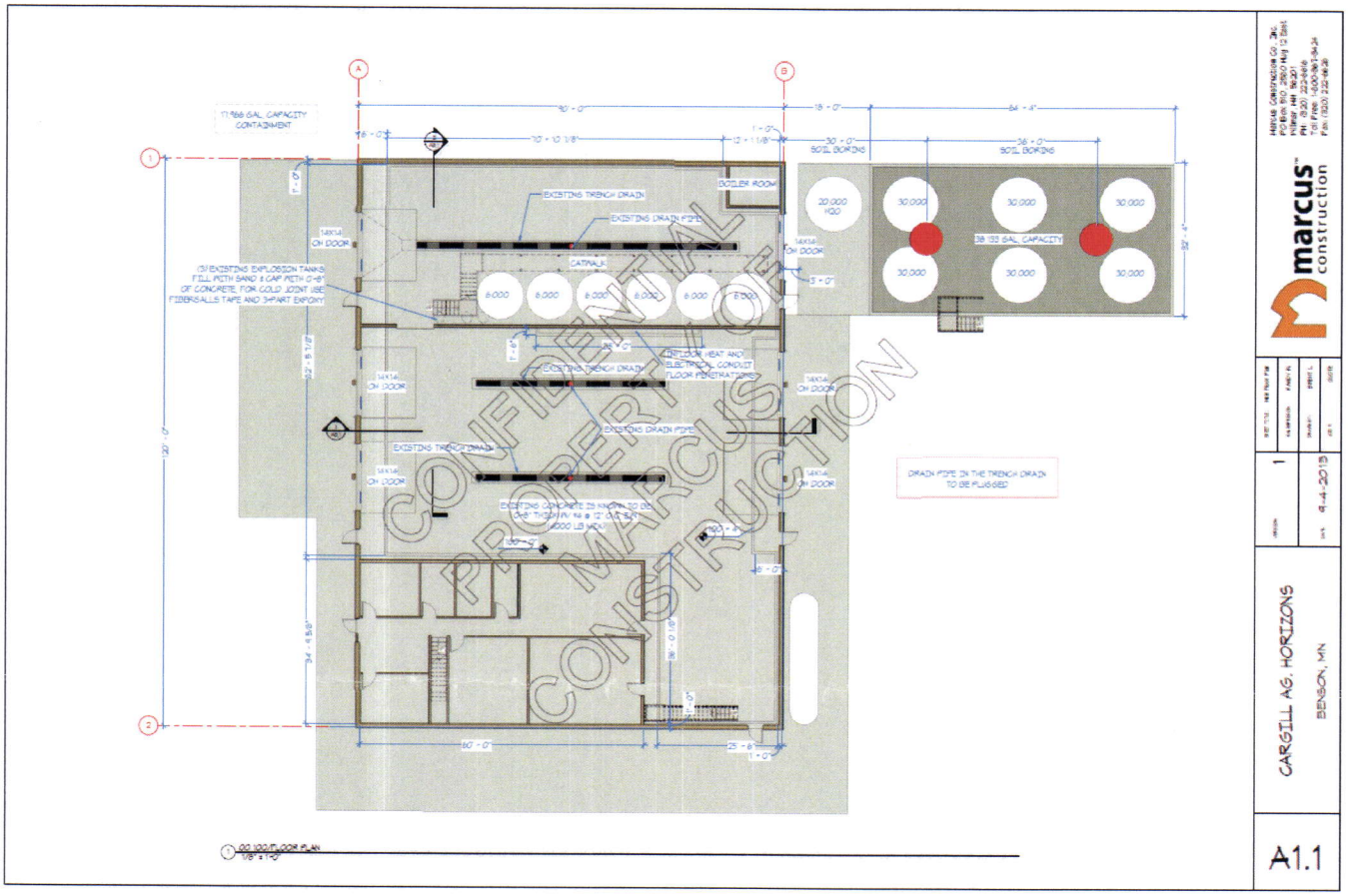
Cargill currently operates Agronomy facilities in Alberta and Gluek, MN and is excited to be part of the Benson, MN community. Cargill is an international producer and marketer of food, agricultural, financial and industrial products and services. Founded in 1865, our privately held company employs 140,000 people in 65 countries.

DRAWINGS:

3D.1 Isometric Drawings



A1.1 – Plan View



Proposed Special Conditions
Cargill, Inc.
Conditional Use Permit #4384

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 Swift County Highway Engineer.
5. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
6. This Conditional Use Permit #4384 shall expire one year from the date of issuance if the permit is not utilized.
7. Violation of any of the above stated conditions may result in revocation of the conditional use permit.

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

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Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Highway	Andy Sanders	320-314-8340

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of an offer of employment for Steven Meyer in the Highway Department as a full-time Maintenance Worker III.	
AGENDA YOU ARE REQUESTING TIME ON: 11:50 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: There is currently an open Maintenance Worker III position in the Highway Department. After interviews, Andy Sanders is recommending Steven Meyer be hired into the open position.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING:	Funding for the position is part of the approved 2013 budget

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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

Andrew Sander
Swift County Engineer

Phone (320)842-5251
Fax (320)843-3543

1635 Hoban Avenue
P.O. Box 241
Benson, MN 56215

e-mail:
andy.sander@co.swift.mn.us

October 9, 2013

Steven Meyer
223 South Behl St.
Appleton, MN 56208

Re: Swift County Highway Dept. Maintenance III Position

Dear Mr. Meyer:

Congratulations on your selection for the Maintenance III position. This letter is a conditional offer of employment, contingent upon County Board approval. Following is pertinent information concerning your position:

1. Position Offered:	Highway Department Maintenance III
2. Anticipated Starting Date:	October 28th, 2013
3. Position Classification:	AFSCME Union, Hourly, Full-time
4. Compensation:	$14.46 per hour
5. Deviation from Personnel Policies:	Union Contract Provisions in Conflict
6. Anticipated Date of Formal Board Action:	October 15th, 2013

Again, congratulations.

Sincerely,

Andrew C. Sander, P.E.
Swift County Highway Engineer

Offer Accepted by Mr. Meyer:

Offer Approved by County Board:

Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Acceptance of letter of resignation from Full-Time CCO Jill Burdorf Cook and authorize the advertising of a replacement Full-Time CCO.	
AGENDA YOU ARE REQUESTING TIME ON: 11:52 A.M.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Full-Time CCO Jill Burdorf Cook has tenured her resignation effective October 21, 2013. The board is requested to accept his resignation and authorize the advertising of a replacement Full-Time CCO.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING:	Sheriff's Department

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

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

COPY

Dear Swift County Sheriff Department,

I want to thank you for the past two years. It has been an amazing opportunity. I have learned a lot about myself, the law enforcement agency, along with an amazing staff.

As life can throw you in different directions, and I have the privilege to be able to make one of my dreams come true. This opportunity does not come along very often; therefore I have accepted a job offer at a radio station. This job will give me more time with my family, and along with making some wonderful memories for my children.

Thank you again for the past two years it has been very rewarding.

My last day with the Sheriff Department will be Monday October 21, 2013.

Sincerely,

Jill Burdorf Cook

Jill Burdorf Cook

Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Park, Drainages, and Wetlands	Mike Johnson	320-843-8348

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Inform the Drainage Authority of violations and the procedure to restore the required 1 rod grass strip as part of end of year reporting the Drainage Inspector.	
AGENDA YOU ARE REQUESTING TIME ON: 11:55 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Attached is information that is required to annually be given to the Drainage Authority (County Board) related to procedures to address violations and the process to restore the required 1 rod grass strip as part of end of year reporting the Drainage Inspector.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review
COMMENTS: n/a	COMMENTS: None

Board Action

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

Swift County Parks, Drainage & Wetlands
1635 Hoban Avenue, Box 241
Benson, MN 56215
Phone (320) 843-5341
Fax (320) 843-3543
E-mail- mike.johnson@co.swift.mn.us

Swift County Board of Commissioners Meeting
October 15, 2013

Inform Drainage Authority of permanent 1 Rod grass strip violations. As part of end of year reporting the Drainage Inspector is to inform Drainage Authority of violations and the procedure to restore the grass strip.

103E.021 DITCHES MUST BE PLANTED WITH PERENNIAL VEGETATION.

Subdivision 1.**Spoil banks must be spread and permanent vegetation established.**
In any proceeding to establish, construct, improve, or do any work affecting a public drainage system under any law that appoints viewers to assess benefits and damages, the authority having jurisdiction over the proceeding shall order spoil banks to be spread consistent with the plan and function of the drainage system. The authority shall order that permanent grass, other than a noxious weed, be planted on the ditch side slopes and that a permanent strip of perennial vegetation approved by the drainage authority be established on each side of the ditch. Preference should be given to planting native species of a local ecotype. The approved perennial vegetation shall not impede future maintenance of the ditch. The permanent strips of perennial vegetation shall be 16-1/2 feet in width measured outward from the top edge of the constructed channel resulting from the proceeding, or to the crown of the leveled spoil bank, whichever is the greater, except for an action by a drainage authority that results only in a redetermination of benefits and damages, for which the required width shall be 16-1/2 feet. Drainage system rights-of-way for the acreage and additional property required for the permanent strips must be acquired by the authority having jurisdiction.

Subd. 2.**Reseeding and harvesting perennial vegetation.**

The authority having jurisdiction over the repair and maintenance of the drainage system shall supervise all necessary reseeding. The permanent strips of perennial vegetation must be maintained in the same manner as other drainage system repairs. Harvest of the vegetation from the permanent strip in a manner not harmful to the vegetation or the drainage system is the privilege of the fee owner or assigns. The drainage inspector shall establish rules for the fee owner and assigns to harvest the vegetation.

Subd. 3.**Agricultural practices prohibited.**

Agricultural practices, other than those required for the maintenance of a permanent growth of perennial vegetation, are not permitted on any portion of the property acquired for perennial vegetation.

Subd. 4.**Compliance work by drainage authority.**

If a property owner does not bring an area into compliance with this section as provided in the compliance notice, the inspection committee or drainage inspector must notify the drainage authority. If a property owner does not bring an area into compliance after being notified under section 103E.705, subdivision 2, the drainage authority must issue an order to have the work performed to bring the property into compliance. After the work is completed, the drainage authority must send a statement of the expenses incurred to bring the property into compliance to the auditor of the county where the property is located and to the property owner.

Subd. 5.**Collection of compliance expenses.**

(a) The amount of the expenses to bring an area into compliance with this section is a lien in favor of the drainage authority against the property where the expenses were incurred. The auditor must certify the expenses and enter the amount in the same manner as other drainage liens on the tax list for the following year. The amount must be collected in the same manner as real estate taxes for the property. The provisions of law relating to the collection of real estate taxes shall be used to enforce payment of amounts due under this section. The auditor must include a notice of collection of compliance expenses with the tax statement.

(b) The amounts collected under this subdivision must be deposited in the drainage system account.

Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Treasurer	Ron Vadnais	320-843-3544

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 3rd Quarter 2013 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: 1:00 p.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

Board Action

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

Swift County Cash & Investments

(Includes unrealized gains)

As of 9/30/13

Acct	9/30/13 Balance
ASSETS	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	21,021.00
Financial SecurityBk-Kerkhoven	9,864.70
HS MMKT#1006436-1st Security	402,021.51
HS-MMIS# 14534(Credit Union)	205,450.60
PSB-Appleton	8,335.24
R&B MMKT#29306-ComDevBank	753,278.03
R&B-MMIS#1006493-1st Security	1,915,390.60
Rev-MMKT#1007665-1st Security	1,607,221.79
Revenue11-6	100,000.00
Revenue12-4	100,000.00
Revenue12-5	100,000.00
Revenue12-6	100,000.00
Revenue13-9	100,000.00
StBkDanvers	411,508.55
WELLS FARGO	922,606.61
TOTAL Cash and Bank Accounts	6,756,698.63
Other Assets	
EMP BENEFITS--CD@ Riverwood Bk	200,000.00
TOTAL Other Assets	200,000.00
Investments	
REV-HEALTH CARE	524,981.42
TOTAL Investments	524,981.42
TOTAL ASSETS	7,481,680.05
LIABILITIES	0.00
OVERALL TOTAL	7,481,680.05

SWIFT COUNTY
INVESTMENTS & ACCRUED INTEREST RECEIVABLE LIST

08-Oct-2013

FUND #	FUND NAME	INST. #	INSTITUTION	ID #	MATURITY DATE	Total Invest.	INTEREST RATE	MONTH ENDED	ACCRUED INTEREST	INTEREST M-T-D
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
1097	Revenue	15	GE Capital	36160XPK7	11-Sep-2013	$0.00		30-Sep-2013	$0.00	$579.73
1001	Revenue/checking	2	StBk of Danvers	267151	30-Sep-2013	$411,508.55	0.10%	30-Sep-2013	$0.00	$44.36
1001	Tax Accts(Consolidated)		Various		30-Sep-2013	$39,220.94		30-Sep-2013	$0.00	
1001	Revenue	15	WELLS FARGO	1AB21819	30-Sep-2013	$922,606.61	0.01%	30-Sep-2013	$0.00	$6.09
1001	Revenue	1	1st Security	MMS#100766	30-Sep-2013	$1,607,221.79	0.20%	30-Sep-2013	$0.00	$272.96
1092	Rev/Health Care	12	Franklin Fd	045789	30-Sep-2013	$524,981.42	1.92%	30-Sep-2013	$1,392.52	$1,392.52
1101	Human Services	17	Co-op Credit Union	Svgs#14534	30-Sep-2013	$205,450.60	0.30%	30-Sep-2013	$0.00	
1101	Human Services	1	1st Security	MMS#100643	30-Sep-2013	$402,021.51	0.20%	30-Sep-2013	$0.00	$39.24
3001	R&B	13	Comm. Dev. Bk	29306	30-Sep-2013	$753,278.03	0.20%	30-Sep-2013	$0.00	
3093	R&B	1	1st Security	MMS#100649	30-Sep-2013	$1,915,390.60	0.20%	30-Sep-2013	$0.00	$325.30
1097	Revenue	15	GE Capital	36160XRY5	17-Dec-2013	$100,000.00	1.10%	30-Sep-2013	$316.44	
1097	Rev/R&B/HS EmpBenefits	F 4	RiverWood Bk	811001421	08-Mar-2014	$200,000.00	0.75%	30-Sep-2013	$2,346.58	
1097	Revenue	15	Goldman Sachs	38143AQG3	21-Apr-2014	$100,000.00	0.75%	30-Sep-2013	$62.50	
1097	Revenue	15	CompassBK	20449E6F8	09-Jun-2014	$100,000.00	0.80%	30-Sep-2013	$249.86	
1097	Revenue	15	Bk of India	06278CER2	17-Sep-2014	$100,000.00	0.55%	30-Sep-2013	$18.08	
1097	Revenue	15	DiscoverBk-DE	254671BH2	26-May-2015	$100,000.00	1.05%	30-Sep-2013	$373.97	
	TOTALS					7,481,680.05	0.54%		$4,759.95	$2,660.20
1001	Revenue	18	SCBH-LOAN		31-Dec-2033	$1,938,532.34	2.00%	30-Jun-2013	$3,230.89	$3,242.35
1001	Revenue	18	CNH Loan#1		11-Oct-2016	$988,504.74	1.75%	30-Jun-2013	$3,222.46	$3,463.21
1001	Revenue	18	CNH Loan#2		09-Jul-2019	$344,453.80	1.75%	30-Jun-2013	$1,497.20	$1,556.51

Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Administration	Mike Pogge-Weaver	320-314-8399

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST:

1. Consider approving a JPA with the Minnesota Public Sector Collaborative (MPSC).
2. Consider approving moving the County health insurance plan from the South West/West Central Service Cooperative (Cooperative) to the MPSC as of January 1, 2014.
3. Consider approving a change to the Agent of Record from Chevalier Insurance Agency LLC to Marsh & McLennan Agency LLC company as of November 1, 2013.
4. Consider approving a Letter of Intent with PreferredOne Administrative Services for Health Insurance Services as of January 1, 2014.
5. Consider approving Swift County Board of Commissioner's Policy #217 on County Health Insurance Funding.

AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
Other Business	Yes
IS THIS MANDATED?	EXPLANATION OF MANDATE:
No	n/a

BACKGROUND/JUSTIFICATION:

The County has been working with Lyon, Murray, and Redwood Counties along with Southwest Health and Human Services to look at jointly purchasing and administrating health insurance benefits. These discussions resulted in the development of the Minnesota Public Sector Collaborative along with receiving health insurance proposals from Medica and PreferredOne. After reviewing the proposals, the working group selected and is recommending PreferredOne as the insurance carrier for MPSC.

For Swift County, if the County approves the MPSC JPA and moves to PreferredOne, the change will result in lower health insurance costs in 2014. Due to the nature of self-funded plans, the only guarantee that the County has is we will have no liability over the "maximum liability" which would still save the County $43,519 in 2014 over the proposed rates from the Cooperative. If costs run as expected, the County will see costs fall by $278,637 over the rate proposal from the Cooperative which would likely leave the County with reserves sufficiently funded to cover run out liability and maximum liability.

We did receive a proposal from CCStps (an affiliate of BCBS); however, the potential cost savings are limited and we would not have the support of other member governments that would be part of the the MPSC JPA. For those reasons, I would recommend going with the MPSC JPA versus going with CCStps.

Discussion Points:

In making this change, the board should consider these issues:

1. Is the County willing to take a more active role in managing our health care plans then we have in the past? This also means we may need to consider hiring a Human Resources coordinator in the future. If we are not, then it would be advisable to remain with the Cooperative.
2. How risk adverse is the County? While there is little risk in 2014 to the County, if we would experience catastrophic claims in 2014, rates for 2015 would increase without the benefit of the pooling that is offered by the Cooperative's plan. The rate increases would likely come from increases in our reinsurance rates. Does the Board understand and can you accept this risk?

If the Board is willing to have the County take a more active role in managing our health insurance costs and understands the risks then it is recommended that we make this change.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Board discussions on August 20, September 3, September 17, and October 1.

Budget Information

FUNDING:	The insurance will be funded through the County's budget and employee contributions, as it is today.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will fully review prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Overview Comparison

Between South West/West Central Service Cooperative, CSStba, and the Minnesota Public Sector Collaborative.

	SWWC	CSStpa	MPSC
Funding Method	Self- Funded	Self -Funded	Self -Funded
Risk Sharing	Blended, min max renewal	None	None
Individual Specific Level	$75,000 Pooled $250,000 Insured	$50,000 Insured	$50,000 Insured
Aggregate Attachment	110%	125%	125%
Stop-Loss Basis	n/a	12/15	12/18
TPA	BCBS	CSStpa	PreferredOne
TPA Network	BCBS Aware	BCBS Aware	PreferredOne Open Access 200 Network
Provider Savings Fee/Network Access	$15.09 single $39.87 family *return to RSR	1.7 % of claims expected to be $13.43 plus $8.20 pcpm Total $21.63 pcpm	None
Administration	$22.91 single pcpm $65.90 family pcpm (composite)	$18.85 pcpm	$22.50 pcpm
Management Fee	$11.85 pcpm	$0	$11.00 pcpm
Broker Fee	$20.52 pcpm	$20.52 pcpm	$0 pcpm
Stop Loss	$24.27 single pcpm $65.15 family pcpm	$126.03 single pcpm $332.97 family pcpm	$162.49 single pcpm $371.78 family pcpm
Fitness Discounts	$ 3.10 pcpm	?	?
Wellness Program	$0	?	$4.00 pcpm
Expected Annual Claims	$1,151,434	$995,716	$940,473
2014 Expected Annual Claims with Fees	$1,634,568	$1,346,066	$1,355,931
2014 Maximum Liability with Fees	$1,634,568	$1,594,996	$1,591,049
Reserve Ownership	SWWC	Individual Entity	Individual Entity
Wellness Program	yes	?	yes
Legal Council	Mark Kinney	?	Darcy Hitesman
Compliance Support	Limited	?	Robust
Pharmacy Rebates	Go to RSR	Go to individual entity or reduce admin fees	Go to individual entity or reduce admin fees
Set Rates	SWWC	Swift County	Swift County
Claim Data Access	• Limited	• Unknown	• Monthly paid claims (only pad claims) • Full Access • 24 hour access to reports
Claim Analytic	• Limited	• Unknown	Detailed and customizable with drill down
High Case Info	Dollar value only	• Unknown	• Case management notes • Funding Impact
Plan Design Options	Limited	• Unknown	Open
Ability to Match Current Plans	yes	yes	yes

MINNESOTA PUBLIC SECTOR COLLABORATIVE
JOINT POWERS AGREEEMENT

Effective October 15, 2013

Prepared by:

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INTRODUCTION

This Minnesota Public Sector Collaborative Joint Powers Agreement ("Agreement"), dated _____, 2013, made by and among the legal entities set forth in Appendix A ("Initial Affiliates"), attached hereto and expressly incorporated herein, establishes the Minnesota Public Sector Collaborative ("Collaborative").

WHEREAS, Section 471.59 of the Minnesota Statutes provides that two or more "governmental units" may, by agreement, jointly or cooperatively exercise any power common to them; and

WHEREAS, the Affiliates are "governmental units" for purposes of Section 471.59 of the Minnesota Statutes; and

WHEREAS, Section 471.617 of the Minnesota Statutes provides that certain governmental entities who together employ more than 100 employees may jointly self-insure employee health benefits; and

WHEREAS, each Affiliate is a governmental entity recognized under Section 471.617 of the Minnesota Statutes; and

WHEREAS, each Affiliate employs more than 100 employees or, in combination together, the Affiliates employ more than 100 employees; and

WHEREAS, the legal entities set forth in Appendix A (the "Initial Affiliates"), through this Agreement, establish in full force and effect the Collaborative to provide certain benefit Plan(s) for their employees and employees' dependents; and

WHEREAS, the Affiliates may, in the future, wish to jointly provide other employee benefits, permitted under applicable law, to their employees; and

WHEREAS, the Affiliates are "political subdivisions" for purposes of Section 471.6175 of the Minnesota Statutes and, thereby authorized to establish a trust to pay postemployment benefits to their employees; and

WHEREAS, the Affiliates may, in the future wish to jointly establish a trust to pay postemployment benefits to their employees;

WHEREAS, the Affiliates may, in the future, wish to jointly provide other services or accomplish other mutual objectives as permitted under applicable law; and

WHEREAS, the Affiliates authorize the Board to act as a joint board for the purpose of exercising certain powers as set forth in this Agreement.

Now, therefore, each Affiliate in exchange for the mutual covenants, promises and obligations contained herein, promises and agrees as follows:

ARTICLE I.
INITIAL ESTABLISHMENT AND PURPOSE OF THE COLLABORATIVE

1.01 The Affiliates effectively establish and operative a joint enterprise (the "Collaborative") the purpose of which is to cooperatively maintain and administer the Plan(s).

1.02 The Affiliates recognize there may be more services to be provided, objectives to be accomplished, etc. in the future beyond maintaining and administering the Plan(s). Through this Agreement, the Collaborative may investigate such further tasks and, if permitted by applicable law, accomplish those tasks through the Collaborative Including issuance of bonds, incurrence of debt, processing goods and services, and funding requests.

1.03 This document is intended to constitute a joint powers agreement, as required by subdivision 1 of Section 471.59 of the Minnesota Statutes.

1.04 This document, combined with the Policies & Procedures, is intended to satisfy the requirements of Section 471.617 of the Minnesota Statutes.

1.05 It is the Affiliates' intent to comply with applicable legal requirements pertaining to joint powers arrangements and with all other applicable state and federal laws.

1.06 The establishment and operation of the Collaborative is not intended to constitute the transaction of the business of insurance. The Collaborative itself shall not offer, provide, or guarantee benefits.

1.07 Unless specifically designated otherwise, references to any state or federal statute or regulations, Including Minnesota Rules, shall Include any amendments thereto.

ARTICLE II.
DEFINITIONS

In addition to the terms defined elsewhere in the Agreement, each of the following terms shall have the meaning set forth below:

2.01 **ACCOUNT** – One or more accounts established and funded by the Affiliates. Account Includes the Collaborative Account and each Affiliates' Account. Accounts may or may not be held in Trust.

2.02 **AFFILIATE** – A unit of local government that is recognized as a "government unit" and participates in the Collaborative. There are two classifications of Affiliates used in this Agreement: (1) Initial Affiliates, and (2) New Affiliates. Collectively, the two classifications are referred to as "Affiliates."

2.03 **AFFILIATE ACCOUNT** – The Account established by each Affiliate for the purpose of paying benefits under the Plan(s) established by the Affiliate.

2.04 **AGREEMENT –** Minnesota Public Sector Collaborative Joint Powers Agreement, as may be amended from time to time, a joint powers agreement under Section 471.59 of the Minnesota Statutes including all documents in the same form duly executed by an Affiliate.

2.05 **ALTERNATE** – A person designated by an Affiliate to act on behalf of the Affiliate if the Representative is unavailable to do so as set forth in Section 11.01. When acting on behalf of the Affiliate where the Representative is unavailable, the Alternate shall be subject to the same terms, conditions, etc. as the Representative.

2.06 **BENEFICIARY** – A person designated by a Participant, or by the terms of a Plan, who is or may become entitled to a benefit under that Plan.

2.07 **BOARD (BOARD OF TRUSTEES)** – The Board is the governing body of the Collaborative established pursuant to Article III of the Agreement. The Board acts as a joint board authorized to exercise certain powers of the Affiliates, as permitted by subdivision 1 of Section 471.59 of the Minnesota Statutes and as set forth in this Agreement. If and to the extent a Trust is established, the Board shall also serve as the Board of Trustees of said Trust.

2.08 **CHAIRPERSON** – The officer elected pursuant to Section 5.01, charged with duties as described throughout this Agreement.

2.09 **COLLABORATIVE** – The joint powers entity created under this Agreement.

2.10 **COLLABORATIVE ACCOUNT** – The Account established by the Collaborative and funded by the Affiliates for the purpose of paying expenses of the Collaborative and the Plan(s) made available through the Collaborative.

2.11 **EFFECTIVE DATE** – The Effective Date of this Agreement shall be the date upon which at least two eligible public sector entities sign this Agreement as Initial Affiliates.

2.12 **FINANCIAL ADMINISTRATOR** – The person(s) or entity(ies) appointed pursuant to Section 3.03(b) who shall perform those duties set forth in Article VII. The Financial Administrator may be a person or entity acting as a fiscal agent or hose of the collaborative under applicable law.

2.13 **FISCAL YEAR** – The twelve (12) month period, commencing on each January 1, on which the Collaborative's books and records are maintained.

2.14 **FUND BALANCE** – Excess of assets over liabilities of an Account at any point and time using generally accepted accounting principles.

2.15 **INCLUDING** – Including, but not limited to.

2.16 **INITIAL AFFILIATE** - An Affiliate that is an original signatory to this Agreement as reflected in Appendix A.

2.17 **INITIAL COMMITMENT PERIOD** – One plan year.

2.18 **INVESTMENT POLICY** – The policy established by the Board in compliance with the provisions of Section 118A.04 of the Minnesota Statutes governing investment of the Collaborative and assets of the Trust, if any.

2.19 **MINNESOTA RULES** – The administrative rules adopted by an agency of the State of Minnesota, Including Chapter 2785 of the Minnesota Rules if applicable.

2.20 **NEW AFFILIATE** - An Affiliate that is not an Initial Affiliate and becomes an Affiliate through the process described in Article XXI.

2.21 **OPEB TRUST** - A trust established and funded pursuant to Article IX for the purpose of accumulating funds to pay "other postemployment benefits" (as that term is defined in Statement No. 45 of the Governmental Accounting Standards Board (GASB)). Such an OPEB Trust, if established, is separate from, and not part of, any Accounts.

2.22 **PARTICIPANT** – Any employee or former employee of an Affiliate, or eligible Beneficiary, who is or may become eligible to receive a benefit of any type from a Plan.

2.23 **PARTICIPATION AGREEMENT** - The document required to be completed and executed by a New Affiliate through which the new Affiliate agrees to participate in the Collaborative and adopts this Agreement. It may identify particular terms and conditions of participation, and provide other Affiliate specific information. An Initial Affiliate may also execute a Participation Agreement reflecting particular terms and conditions of participation and other Affiliate specific information. Executed Participation Agreements shall be attached to and made part of the Policies & Procedures.

2.24 **PLAN(S)** – One or more benefit plans (1) jointly sponsored and maintained by the Affiliates, pursuant to the provisions of this Agreement, (2) authorized by Minnesota law and able to be provided jointly by Minnesota governmental entities, and (3) in accordance with the terms and conditions of such benefit plan(s), Including eligibility, provide benefits for an Affiliate's employees, former employees, Including retirees, and persons covered through them (e.g., dependents). The Plans are identified in the Policies & Procedures. Current versions of the Plan(s) available pursuant to and made part of the Policies & Procedures. Participation in a particular Plan is not automatic or guaranteed. An Affiliate must duly adopt a Plan.

2.25 **POLICIES & PROCEDURES** – A separate document adopted by the Board describing details of governance and administration for the smooth and efficient operation of the Collaborative and in furtherance of this Agreement. Once adopted, such Policies & Procedures may be changed from time to time by the Board.

2.26 **QUORUM** – A Quorum is the percentage of possible Representatives necessary for the Board to hold a meeting and conduct Collaborative business. A Quorum is present when a majority (more than fifty percent (50%)) of the Representatives are personally present at a duly called meeting.

2.27 **REPRESENTATIVE** – Each Affiliate's designated individual to serve and act on behalf of the Affiliate on the Board set forth in Section 3.01.

2.28 **RESERVES** – Amount established through an excess of contributions over expenses and established to pay run-off claims and/or reduce the volatility of claim fluctuations, and/or pay all or part of unexpected costs and expenses.

2.29 **SERVICE COMPANY** – The person(s) or entity(ies) appointed pursuant to Section 3.03(b) who shall perform those duties set forth in Article VI, Including those duties described in the written Agreement.

2.30 **TRUST(S)** – One or more trusts established and funded pursuant to Article IX for the purposes of: (1) paying the administrative expenses of, and the benefits provided under the Plan(s); (2) purchasing stop loss insurance; and (3) paying any other expenditures authorized by the terms of this Agreement.

ARTICLE III.
AUTHORITY AND DUTIES OF THE BOARD

3.01 **Role of Board**. The Collaborative shall be managed by the Board pursuant to the terms of this Agreement. The Board shall consist of one Representative from each Affiliate. Each Affiliate may also designate one Alternate to attend and vote at any and all Board meetings in lieu of the Representative. The terms and procedures for how and when an Alternate may participate and vote in lieu of a Representative shall be described in the Policies & Procedures.

3.02 **Term**. A Representative's term on the Board shall be established by the Affiliate appointing the Representative. The Affiliate shall notify the Board immediately upon designation of a Representative and upon subsequent change in the designation of a Representative. The Affiliate

shall notify the Board immediately upon designation of an Alternate and upon subsequent change in the designation of an Alternate.

3.03 Authorized Powers. The Board shall have the authority and duties to accomplish the purposes of this Agreement as may be amended from time to time, and, in furtherance of such authority and duties, shall:

(a) Seek to maximize the value of the Collaborative's and Affiliates' benefit-related dollars;

(b) Have authority to, in its discretion, select, appoint, or hire an Executive Director of the Collaborative. Such Executive Director shall have the responsibilities and duties determined by the Board pursuant to Section 3.05 however, shall not also be a Representative or Alternate to the Board.

(c) Select, enter into a contract with, and/ or hire one or more service providers, Including Service Companies, Financial Administrators, independent contractors, attorneys, auditors, and such other persons as may be necessary to administer and accomplish the purpose(s) of the Collaborative; provided, however, that the Board shall not have the authority to enter into any collective bargaining agreement on behalf of the Affiliates with employees of the Affiliates;

(d) Prior to the beginning of each Fiscal Year and considering the recommendations of the Service Company or other service provider shall approve an expense budget for the coming Fiscal Year.

(e) Approve the compensation for all such service providers;

(f) Appoint committees, Including advisory committees described in Section 3.05;

(g) Carry out other duties related to the provision of services and accomplishment of objectives pursuant to applicable law, Including securing or purchasing goods and services.

(h) Carry out education and other programs relating to health, accident and other claims management functions;

(i) Direct the collection and payment of funds to be used for the administration of, and the provision of benefits under, the Plan(s);

(j) Invest funds in accordance with an applicable Investment Policy;

(k) Select one or more depositories for the funds of the Collaborative;

(l) Cause to be purchased or facilitate the purchase of stop loss coverage, in compliance with applicable law, Including Section 471.617 of the Minnesota Statutes and other types of insurance reviewed and selected by the Board;

(m) Review and approve the annual budget of the Collaborative and periodic reports of the financial affairs of the Collaborative;

(n) Approve and submit to each Affiliate annually an audited report of the financial affairs of the Collaborative, made by a certified public accountant within one hundred eighty (180)

days from the end of each Fiscal Year in accordance with generally accepted auditing principles;

(o) Change, amend or modify the Plan(s);

(p) Cause to be purchased fidelity bonds required by law or otherwise determined to be appropriate by the Board;

(q) Establish and recommend monthly and supplementary contributions to the Collaborative Account and/or Trust (if one);

(r) Perform any responsibilities assigned to it under the Plan(s);

(s) In accordance with the provisions of Article XVIII, recommend to the Affiliates the expulsion of any individual Affiliate from the Collaborative for failure to perform its obligations under this Agreement; and

(t) Carry out such other activities as are necessarily implied or required to carry out the purposes of the Collaborative specified in Article I or the specific activities enumerated in this Article III.

3.04 The Board may establish Policies & Procedures governing its own conduct and procedure, consistent with this Agreement.

3.05 As appropriate, for the purpose of conducting day to day business of the Board, the Board may designate one or more persons to act on its behalf ("designees"). Such designees may Include one of the Affiliates, a Representative, or an outside third party service vendor. Such designation shall be made by the Board in writing, Including the parameters of the designation, and action taken by a designee must be on behalf of the Board, reflecting Board decisions and authority.

3.06 The Board may, but is not required to, appoint one or more advisory committees. The purpose of any such committee may Include, without limitation, the receipt and processing of information relating to group employee benefits, and the future direction of such benefits as well as other programs and services. Person(s) appointed to an advisory committee are not limited to Affiliates, Representatives, or Alternates. The Board shall consider, but is not required to adopt, advisory committee recommendations and proposals.

3.07 The Board, with due consideration given to recommendations submitted by any advisory committee that may be established, shall, unless otherwise expressly agreed, retain final authority in all matters relative to this Agreement.

3.08 If and when the Board reaches a total number of Representatives in excess of 10, the Board may create a sub-committee to act as an executive committee on behalf of the Board. The purpose of the sub-committee and parameters of its authority will be determined by the Board and may be amended from time to time by the Board. All persons on the sub-committee shall be Representatives of an Affiliate.

3.09 No one serving on the Board shall receive any compensation or other payment for such services either directly or indirectly from or through the Collaborative.

ARTICLE IV.
MEETINGS OF THE BOARD

4.01 Regular meetings of the Board shall be held as often as necessary to carry out the purposes of the Joint Power Enterprise, but no less than four (4) meetings shall be held in each Fiscal Year.

4.02 All meetings of the Board shall be conducted in the manner required by applicable law, Including Chapter 13D of the Minnesota Statutes. The proceedings of such meetings shall adhere to Roberts Rules of Order unless otherwise modified by the Policies & Procedures. The Chairperson shall cause to be published any schedule or notice of meetings of the Board as required by law.

4.03 Special meetings of the Board may be called by its Chairperson or by any two (2) Representatives. An agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

4.04 The time, date and location of regular meetings of the Board shall be determined by the Board. The four (4) required regular meetings will be scheduled at the beginning of each Fiscal Year. Additional meetings may be set as needed.

4.05 Recordings and/or minutes of meetings shall be accomplished pursuant to the Policies & Procedures and the requirements of applicable law.

4.06 Each Affiliate shall be entitled to one (1) vote on the Board through its Representative. No proxy votes or absentee votes shall be permitted. Voting shall be conducted in accordance with the Policies & Procedures and the requirements of applicable law.

4.07 Minutes of all regular and special meetings of the Board shall be made available to the Representatives of each Affiliate.

ARTICLE V.
OFFICERS

5.01 Officers of the Collaborative shall consist of a Chairperson, Vice Chairperson, and Secretary/Treasurer. Each officer's responsibilities shall be described in the Policies & Procedures. The Board shall elect officers for the coming Fiscal Year at the last regular meeting scheduled during the current Fiscal Year. The Chairperson shall serve for a two year term. Other terms of holding office, Including filling vacancies, shall be described in the Policies & Procedures.

5.02 The Board may from time to time establish other offices and may elect a Representative to serve in any of such offices. With the exception of the Chairperson, the Board may fill any vacancies which may occur in such offices for the remainder of the term.

ARTICLE VI.
SERVICE COMPANY(IES) AND OTHER SERVICE PROVIDERS

6.01 The Board shall contract with one or more Service Companies and one or more Financial Administrators.

6.02 The Board shall select each Service Company and Financial Administrator in the manner specified in the Policies & Procedures, which shall be consistent with subdivision 2 of Section 471.6161 Minnesota Statutes.

6.03 Subject to oversight by the Executive Director, or if none the Board, each Service Company and Financial Administrator shall have the its responsibilities reflected in a written services agreement with the Collaborative.

(a) Specific requirements, Including expertise, time frames, scope of work, etc., may be further described in the Policies & Procedures.

(b) The Service Company shall have expertise in, and be appropriately qualified and licensed (if required) to service the Plan(s) and services made available through the Collaborative.

6.04 The Board shall review the performance of each Service Company and Financial Administrator on an annual basis and shall make a request for proposal for such positions no less frequently than every five (5) years. The Board shall review the performance of other service providers at least annually and conduct a market search for such providers on an as needed basis.

6.05 The compensation of the Service Company and the Financial Administrator shall be negotiated and approved by the Board and shall be payable pursuant to the contract between the Board and the Service Company or Financial Administrator.

6.06 The Financial Administrator shall have expertise in, and be appropriately qualified and licensed (if required) to provide services to the Collaborative.

(a) Specific requirements, Including expertise, time frames, scope of work, etc., may be further described in the Policies & Procedures.

(b) The Service Company shall have expertise in, and be appropriately qualified and licensed (if required) to service the Plan(s) and services made available through the Collaborative.

ARTICLE VII.
ACCOUNTS

7.01 **Administration –** It is intended that the Accounts contain sufficient funds at all times to pay the anticipated benefits and costs, and the appropriate administrative expenses of the Collaborative.

7.02 **Payments –** Payments into the Account shall be made in amounts determined by the funding policy adopted by the Board and in accordance with the payment schedule determined by the Board.

7.03 **Required Payments** – During any Fiscal Year, the Affiliate shall be required to make payments into the Affiliate's Account for those Participants and/or Beneficiaries within the covered classes who are covered under the Plan(s) available through such Affiliate. In addition, the Affiliates

shall be required to make payments into the Collaborative Account in an amount determined by the Board.

7.04 **Supplementary Payments** – If, during any Fiscal Year, a Service Company determines that the funds available in the Account are insufficient to meet a Plan's current or anticipated future administrative expenses, a Service Company, in its discretion, may recommend supplementary payments for approval by the Board. The Service Company shall recommend the total amount of the supplementary payments needed and a recommended allocation of such amounts among the Affiliates.

7.05 **New Affiliate Assessments** – The Board, in its discretion, may charge an assessment to new Affiliates ("New Affiliate Assessment"), to cover all or a part of the administrative costs to the Collaborative of adding the Affiliate. The terms and conditions, including amount and duration, of a New Affiliate Assessment shall be determined by the Board.

ARTICLE VIII.
PLAN(S) OF BENEFITS AND TRUST(S)

8.01 The Collaborative may, from time to time, offer (or facilitate the offering of) one or more Plans to provide life, medical, accident or disability benefits for Affiliate employees or employees' dependents and to have such Plan or Plans administered under this Agreement. The initial Plan shall be adopted by the Board. Thereafter, the Board may, from time to time, amend the Plan(s) (including the terms and conditions thereof) and adopt new or additional Plans.

8.02 The current Plan(s) at any time are identified in the Policies & Procedures. The Board may, from time to time, amend or terminate a Plan, or adopt new or additional Plan(s).

8.03 Any employee or collective bargaining notification regarding the Plan(s) shall be the responsibility of the Affiliate.

8.04 In accordance with Section 471.617 of the Minnesota Statutes, a Plan may be self-insured.

8.05 An Affiliate's participation in the Plan(s), Including adding and dropping participation in a Plan and the required level of participation (if any), shall be governed by the Policies & Procedures.

8.06 There may be established one or more Trusts (under Section 501(c)(9) or Section 115 of the Internal Revenue Code) for the purpose of holding the assets of the Plan(s) and the Collaborative. The Trusts may be divided into one or more sub-accounts. Additional subdivisions of the sub-accounts may be established and maintained at the discretion of the Board.

8.07 An OPEB Trust may be established for the purpose of funding postemployment benefits under the Plan(s). For this purpose "establish" Includes assuming responsibility for any trust that may already exist.

8.08 Other than as a result of a proper payment from the OPEB Trust to the Trust, the assets of the Trust and an OPEB Trust shall not be combined. The assets of the Trust shall be used to pay benefits provided under the Plan(s) and the administrative expenses of the Plan(s) in accordance with applicable law.

8.09 Contributions to the Trust, if any, shall be determined and administered in accordance with the Policies & Procedures.

8.10 To the extent the Board is responsible for the operation and administration of the OPEB responsibilities of the Plan(s), Including having the unfunded liability calculated, determining the manner in which such unfunded OPEB liability shall be handled, and determining each Affiliate's responsibility for such unfunded liability.

8.11 Each Affiliate is jointly and severally liable for all liabilities and expenses of the Collaborative, typically paid from the Collaborative Account, Including liabilities and expenses incurred during runoff prior to final dissolution. Each Affiliate is independently responsible for all liabilities and expenses typically paid from the Affiliate's Account, Including benefits payments.

ARTICLE IX.
STOP LOSS INSURANCE

9.01 The Board will facilitate the purchase of stop loss insurance, Including stop loss insurance that may be as required by applicable law, Including Section 471.617 of the Minnesota Statutes.

9.02 Participation in the Collaborative shall not preclude any Affiliate from purchasing any insurance coverage above those amounts purchased by or through the Collaborative. The Collaborative shall, when requested, provide any information needed by the Affiliate to obtain quotes for any such insurance coverage.

ARTICLE X.
MATTERS REQUIRING APPROVAL

10.01 The presence of fifty (50%) percent of the total number of Representatives shall be required to constitute a Quorum for the transaction of Collaborative business at any duly called meeting of the Board. Except as specifically otherwise noted below, an act by a majority of the Representatives at a meeting at which a Quorum is present shall be the act of the Board. In the absence of a Quorum, a majority of the Representatives present may adjourn any meeting from time to time until a Quorum is present. If a Quorum is present when a duly called meeting of the Board is convened, the Representatives present may continue to transact business until adjournment, notwithstanding that the withdrawal of a number of Representatives originally present leaves less than required for a Quorum.

10.02 Section 10.01 notwithstanding, expulsion of an Affiliate, as described in Article XV, requires a special vote of the Representatives.

10.03 Section 10.01 notwithstanding, amendment, Including termination, of this Agreement, as described in Article XVII, requires a special vote of the Representatives.

10.04 The availability, if any, of proxy voting, telephonic participation, etc., must be recognized and described in the Policies & Procedures.

ARTICLE XI.
OBLIGATIONS OF AFFILIATES

11.01 The Affiliates have entered into this Agreement to provide, on a joint basis, the benefits described in the Plan(s). In order for the purposes of this Agreement to be realized, each Affiliate needs to be actively engaged in the management and decision making of the Board with respect to the Collaborative. The obligations of each Affiliate Include the following:

(a) To appropriate or budget for and, where necessary, to levy for, and pay promptly all monthly and supplementary or other contributions to the Collaborative Account and/or Trust, if any, within thirty (30) days from notice and in such amounts as are established within the scope of this Agreement;

(b) To promptly select a Representative to serve on the Board;

(c) To promptly select an Alternate;

(d) To fully cooperate with the Service Company(ies), the Financial Administrator(s), the Collaborative's attorneys and auditors and any agent, employee, officer or independent contractor of the Collaborative in any matter relating to the purpose and powers of the Collaborative, Including furnishing all reasonably necessary Participant data directly to the Board or its designee;

(e) To review all proposed changes to a Plan prior to the Board's final vote on such changes;

(f) To promptly notify all of the Affiliate's Plan Participants of the withdrawal or expulsion of such Affiliate from the Collaborative;

(g) To promptly act on all matters requiring approval of the Affiliate's governing body and to not withhold such approval unreasonably or arbitrarily;

(h) To take such other actions as may be required by the Policies & Procedures; and

(i) To purchase and maintain appropriate insurance covering liability arising out of the Affiliate's participation in the Collaborative, Including any liability arising from the actions of the Affiliate's Representative (or Alternate) acting in his/her scope of authority under this Agreement.

11.02 The Collaborative is not capable or otherwise authorized to act on behalf of an Affiliate with respect to each Affiliates' collective bargaining obligations. Each Affiliate shall be solely responsible for the collective bargaining of benefits to the full extent required by applicable law, and for providing any notices regarding collectively bargained benefits, Including the obligation to notify certain union officials regarding the adoption of a self-insured health benefit plan set forth in subdivision 4 of Section 471.617 of the Minnesota Statutes.

11.03 At the discretion of the Board, non-performance of Affiliate obligations, whether in whole or in part, may be the basis for a recommendation to expel pursuant to Article XVI.

ARTICLE XII.
LIABILITY OF AFFILIATES

12.01 Unless specifically provided otherwise in this Agreement, an Affiliate is not liable for the acts or omissions of another Affiliate.

ARTICLE XIII.
LIABILITY OF REPRESENTATIVES

13.01 The Representatives shall discharge their duties solely in the interest of the Plan Participants entitled to benefits under any Plan, and:

(a) For the exclusive purpose of:

1) providing benefits to Participants entitled to benefits under the Plan(s); and

2) defraying reasonable expense of administering the Plan(s) and Trust, Including the reasonable expenses of the Collaborative.

(b) With the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(c) In accordance with the documents and instruments governing the Plan(s) and Trust, Including the Collaborative, insofar as such documents and instruments are consistent with the law.

13.02 With respect to duties other than and/or in addition to the duties referenced in Section 13.01, the Representatives shall discharge their duties solely and in the interest of the Collaborative and consistent with applicable law.

13.03 To the fullest extent permitted by applicable law, the Representatives shall not be liable for any mistake in judgment or other action made, taken or omitted by them in good faith; nor for any action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Collaborative funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. No Representative shall be required to give a bond or other security to guarantee the faithful performance of his/her duties hereunder except as required by this Agreement or by law. The assets of the Trust shall be used to defend and hold harmless any Representative for actions taken by the Board if performed by the Representative within the scope of his authority.

ARTICLE XIV.
CONTRACTUAL OBLIGATION

14.01 The obligations and responsibilities of the Affiliates set forth in this Agreement, Including the obligation to take no action inconsistent with this Agreement, as originally written or validly amended, shall remain a continuing obligation and responsibility of each Affiliate. This Agreement may be enforced in law or equity either by the Collaborative itself or by any Affiliate. The consideration for the duties imposed upon the Affiliates by this Agreement is based upon the mutual promises and agreements of the Affiliates set forth herein and the advantages gained by the Affiliates through reduced administrative costs for the processing of employee benefits. Except to the extent of the limited financial contributions to the Collaborative each Affiliate has agreed to make, no Affiliate agrees by this Agreement to be responsible for any claims of any kind against any other Affiliate. The Affiliates intend through the creation of the Collaborative to establish an organization for the joint exercise of authority permitted under applicable law,

Including joint administration of employee benefits within the scope set forth in this Agreement only and do not intend to create between the Affiliates any relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

ARTICLE XV.
EXPULSION OF AN AFFILIATE

15.01 The Board shall, on at least an annual basis, compare the status and experience of each Affiliate with the Collaborative's criteria for expulsion as described in the Policies & Procedures.

15.02 Following reasonable efforts to informally resolve a situation, an Affiliate, upon ninety (90) days advance written notice, may be expelled from the Collaborative for failing to perform or fulfill the responsibilities assigned to Affiliates under the Agreement or for any other action or failure to act determined by the Board to be detrimental to the interests of the Collaborative.

15.03 The expulsion of an Affiliate must be approved by a 2/3 vote of all Affiliates, excluding the Affiliate whose expulsion is being voted upon, as evidenced by resolution of the governing body of each Affiliate. Following reasonable attempts by the Board to resolve the situation, the expulsion proceedings described in the Policies & Procedures.

ARTICLE XVI.
VOLUNTARY WITHDRAWAL FROM THE COLLABORATIVE

16.01 After the Initial Commitment Period, an Affiliate may withdraw upon ninety (90) days advance written notice to the Collaborative or by such other lesser advance notice of not less than thirty (30) days deemed reasonable by the Board in its sole discretion. Upon an Affiliate's submission of a notice of withdrawal, such Affiliate forfeits all of its voting rights in its own right and as a Representative on the Board, unless allowed to vote on any particular matter at the sole discretion of the Board. The rights and duties of the Collaborative with respect to a withdrawing Affiliate in the Collaborative shall be as set forth in the Policies & Procedures.

16.02 After voluntary withdrawal, the former Affiliate shall continue to be fully liable for (a) any contribution due to the Trust, Including the Collaborative, with respect to the period prior to the date of withdrawal, (b) any other unfulfilled obligation arising at any time attributable to the period prior to the date of withdrawal, and (c) any other unfulfilled obligation as if it was still an Affiliate of the Collaborative.

ARTICLE XVII.
AMENDMENT, DURATION AND DISSOLUTION

17.01 Pursuant to subdivision 4 of Section 471.59 of the Minnesota Statutes, but subject to the provisions herein relating to Affiliate withdrawal, this Agreement shall be ongoing.

17.02 The Board, at any time or from time to time, may amend any or all of the provisions of this Agreement, Including termination of this Agreement, through a special meeting called just for that purpose as described in Section 4.03. A vote to amend, Including a vote to terminate, must be approved by a 2/3 vote of the Representatives present at duly called meeting at which a Quorum is present as described in Section 10.01.

17.03 To the extent not prohibited by applicable law, the Plan(s) and/or Trust, Including the Collaborative, may merge with any other plan, trust, or entity similar to the Collaborative established under Minnesota law upon a vote of Affiliates described in Article X.

17.04 The Collaborative shall cease to operate upon the occurrence of either of the following events:

(a) Preclusion by applicable law of the ability to maintain the Collaborative;

(b) A vote of Affiliates described in Article X.

ARTICLE XVIII.
NEW AFFILIATES

18.01 The Collaborative shall consider applications from potential additional Affiliates provided a completed formal application and appropriate fee has been submitted by the potential Affiliate. Specifics, Including the content of the formal application, timeframes for review, appropriate fee, etc., shall be described in the Policies & Procedures.

18.02 The addition of a new Affiliate, including all terms and conditions of such acceptance, shall be determined by the Board.

18.03 Once approved for participation by the Board, the entity will be an Affiliate upon receipt by the Board of a fully completed Participation Agreement.

18.04 Approved new Affiliates normally enter the program at the beginning of Fiscal Year. Entry in to the program at other times may be permitted, the terms and conditions of which to be mutually agreed upon by the New Affiliate and the Collaborative. In its discretion, the Board may allow entry to the program at other times and may impose restrictions, limitations, etc. with respect to such entry.

ARTICLE XIX.
OTHER PURPOSES

19.01 This Agreement is intended to be capable of encompassing other joint powers purposes permitted under applicable law.

19.02 Terms, conditions, etc. required and/or desired in order to accomplish the objective shall be described in the Policies & Procedures.

ARTICLE XX.
MISCELLANEOUS

20.01 Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

(a) If to the Collaborative: at the business address identified in the Policies & Procedures.

(b) If to an Affiliate: to the address set forth in the Policies & Procedures.

Any requirements of notice required by this Agreement may be waived, all or in part, by the party(ies) to whom such notice is required to be provided hereunder. Such waiver must either be in writing or reflected in writing filed with the Collaborative.

20.02 Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended to and shall be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

20.03 Validity and Savings Clause. In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Affiliate, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

20.04 Counterparts. This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

20.05 Minnesota Law. This Agreement shall governed by, and the Collaborative (Including the Plan(s), and Trusts) shall be operated in accordance with, Minnesota law, Including Chapters 13, 13D, and 471 of the Minnesota Statutes.

20.06 Venue. Unless required otherwise by applicable law, the venue for any disputes among the parties to this Agreement shall be in Lyon County, Minnesota.

20.07 Other Applicable Law. The Plan(s) and Trusts shall be operated in accordance with applicable federal law, Including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Consolidation Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as it applies through the Public Health Services Act ("PHSA"), and the Affordable Care Act ("ACA").

20.08 Entire Agreement. All the agreements, covenants, representations, and warranties among the Affiliates expressed or implied, oral or written, concerning the subject matter of this Agreement are contained in this Agreement. All prior and contemporaneous conversations, negotiations, agreements, representations, covenants and warranties, concerning the subject matter of this Agreement, are merged into this Agreement. Union contracts, negotiations, etc. are expressly outside the matter of this Agreement, are not merged into this Agreement, and remain the sole responsibility of each Affiliate, not the Collaborative.

20.09 Representative Disqualification. An individual shall be disqualified from serving as, or continuing to serve as, a Representative on the Board if such individual is not an elected official of or compensated as an employee by the Affiliate he/she represents.

IN WITNESS WHEREOF, the following Initial Affiliates have caused this Agreement to be executed by their duly authorized officers and their undersigned representatives as of the date above written.

Swift County

By: _____

Title: _____

Date: _____

Murray County

By: _____

Title: _____

Date: _____

Redwood County

By: _____

Title: _____

Date: _____

Southwest Health & Human Services

By: _____

Title: _____

Date: _____

Lyon County

By: _____

Title: _____

Date: _____

APPENDIX A
INITIAL AFFILIATES

Lyon County
607 W. Main St.
Marshall, MN 56258

Murray County
2500 28th St. PO Box 57
Slayton, MN 56172

Redwood County
403 S. Mill St. PO Box 130
Redwood Falls, MN 56283

Southwest Health & Human Services
607 W. Main St.
Marshall, MN 56258

Swift County
301 14th St. N., Box 288
Benson, MN 56215

Letter of Intent
PreferredOne Administrative Services

This letter will serve as acknowledgement that Swift County intends to contract with PreferredOne Administrative Services, to become the third party administrator for its medical plans effective 1/1/14. Below are some of the terms and conditions of the agreement.

- Monthly Administrative Services Only fee of $22.50 per employee for the medical plan.
- Reinsurance coverage is contingent upon reinsurer's approval of the disclosure statement and/or any other information reinsurer has requested regarding issuance of the reinsurance proposal.
- ClearScripts is the pharmacy management vendor.
- PreferredOne will pay claims off the initial Employer Application until a signed SPD has been approved by reinsurer.
- ***PreferredOne's Open Access Network 200*** and Healthy Directions will be the PPOs used.
- PreferredOne assumes no more than four billing divisions.
- Funding for all directories, other than PreferredOne directories, will be made by the employer.
- All expenses pertaining to out of town air travel and hotel accommodations will be charge directly to the client in addition to our standard ASO fees.
- All requirements and assumptions in proposal will apply.

_____ _____
Authorized Company Representative Date

_____ _____
Authorized PreferredOne Representative Date

Swift County
Board of Commissions

Phone (320) 314-8399
Fax (320) 843-2275

301 14th St N
P.O. Box 288
Benson, MN 56215

Gary Hendrickx, District 1
Gary Klemm, District 2
Pete Peterson, District 3
Joe Fox, Chair, District 4
Eric Rudingen, District 5

October 15, 2013

SWWC
Doug Deragich doug.deragisch@swsc.org
1420 East College Drive
Marshall, MN 56258

Blue Cross and Blue Shield of MN
Tom Toupal tom_toupal@bluecrossmn.com
1305 Corporate Center Drive
Eagan, MN 55121-1204

Blue Cross and Blue Shield of MN
Gene Thul Gene_Thul@bluecrossmn.com
PO Box 515
Alexandria, MN 56308

Re: Change of Agent of Record for all Swift County Policies# AQ5Q, CP134

Dear Doug, Tom, and Gene:

This letter confirms that effective immediately we have appointed:

Amy Diedrich
Marsh & McLennan Agency LLC company
7225 Northland Drive North, Ste 300
Minneapolis, MN 55428-1516

as our exclusive Insurance Broker with respect to our above referenced Employee Benefits program. This appointment of MMA rescinds all previous appointments, and the authority contained herein shall remain in full force until cancelled in writing.

Effective 11/1/2013, MMA is entitled to all commissions in return for services rendered on our behalf with regard to our contracts.

In order for MMA to complete their due diligence, we are requesting that you send to them the following information within 10 business days:

- Current certificate of coverage/summary plan description
- Master group/administrative contract
- Last 3 years benefit summaries
- Last 3 year's renewals
- Pending renewal if applicable
- 3 years of rate history
- 3 years of month by month enrollment, premiums and claims history
- Most recent 12 month RX report
- Most recent 12 months of utilization

All information may be sent to the attention of:

Marsh & McLennan Agency LLC company
Melissa Boser
7225 Northland Drive North, Ste 300
Minneapolis, MN 55428-1516

Thank you for your service. If you have any questions, please call Mike Pogge-Weaver, Swift County Administrator at 320-314-8399.

Sincerely,

Joe Fox, Chair
Swift County Board of Commissioners

Blue Cross and Blue Shield of Minnesota
P.O. Box 64560
St. Paul, MN 55164-0560
651 662-8000
800 382-2000

Group Agent of Record Assignment Form

The purpose of the Agent of Record Assignment form is to allow Group Accounts the option of selecting a new Agency or Agent if a situation arises where they cannot, in good faith, continue business relations with the original Agency or Agent.

TO BE COMPLETED BY AGENT:

I understand that if approved, the effective date of agent of record changes will be **the later of** the paid-to-date of the Group at the time the agent of record form is received by BCBSM or the paid-to-date following the 30-day period allowed for notice to and from the Agency/Agent being replaced. No change will be permitted on a retroactive basis. Effective dates for self-funded group accounts may vary depending on funding and commission arrangements. I also certify that I did not solicit the BCBSM Group Account to complete this agent of record form. The Group Account approached me for BCBSM services.

Agency Code: XXR Agent Code: 6201 Phone #: 763 548 8594 Date: 10/4/2013

Agent Name: Amy Diedrich Agent Signature: Amy Diedrich

Group Name: Swift County Health Group No.: AQ5Q, CP134

Dental Group No.: _____ Life Group No.: _____ *SelectAccount Group No.: _____

TO BE COMPLETED BY THE CLIENT:

"I hereby certify that the above-named Agency/Agent is to be named as Agent of Record for my group contract and is entitled to all commissions in return for services rendered on my behalf with regard to my contract. This certification replaces all others having an earlier signature date. I understand that if another Agency/Agent is currently servicing my account, my signature below REPLACES that Agency/Agent." I also certify that as a Blue Cross group client, I approached this Agent for assistance and was not solicited by the Agent to complete this form. I understand that the individual that is discussing plan options with me is an authorized independent Agent for Blue Cross. Blue Cross requires Agents to provide full disclosure of their compensation from Blue Cross for providing services to clients and prospects.

My reason for signing this form is: _____
(Must be completed by the client)

Print Name: _____ Phone #: _____
(Group decision maker and title)

Authorized Signature: _____ Date: _____

Mail completed form to: P.O. Box 64560, St. Paul, MN 55164-0560
Attention Agency Relations N184 or fax to 651-662-6009

All group agent of record requests must be on this form. Forms will be returned if not correctly completed.

bluecrossmn.com

Policy Statement

TITLE

County Health Insurance Funding

CODE

217

REFERENCE

MS Chapter 471
MN Rules §2785

PERSONNEL RESPONSIBLE

County Board and County Health Insurance Committee

EFFECTIVE DATE

XX-XX-XXXX

POLICY

217.100 - Purpose – Swift County recognizes the need to provide health insurance benefits to its employees' in order to retain and attract a high quality workforce. In order to maintain a health insurance benefit that is affordable and sustainable over the long term, Swift County has moved to a self-insured model for its health insurance benefits. Swift County is making this change to focus on its goals to minimize risk and provide adequate reserves limit overall risk to the County and our employees. Reserves that are necessary to meet these goals include: 1) run out liability; 2) maximum liability reserve; and 3) rate stabilization. The conservative nature of this policy will work to meet the County's goal of limiting overall risk.

217.150 - Run out liability reserve

Purpose: As a self-funded plan, we pay the actual claims up to our stop loss liability as they are processed. There is generally a two to three month delay between when the service is received and the claim is processes. A run out liability reserve is used to pay claims if the county would change to another type of plan in the future.

Funding Requirement: On August 1 of each year, the plan shall hold 25% of the expected annual claims for the upcoming plan year in reserves. If the plan fails to hold the required reserve, the plan rates for the following year shall increase to a level sufficient to fund the run out liability.

217.200 - Maximum liability reserve

Purpose: The plan carries stop-loss reinsurance in the amount of 125% of our expected annual claims. In order to plan for catastrophic losses, the plan needs to charge a premium or carry sufficient reserves to cover the maximum liability that could occur.

Funding Requirement: Based on reserve balances as of August 1, the plan shall either charge a premium equal to 125% of expected annual claims or shall carry sufficient maximum liability reserves were the premiums and reserves equal 125% of the expected annual claims for the upcoming year.

217.250 - Rate stabilization reserve

Purpose: The goal of making a change to the county health insurance structure in 2014 is to ultimately smooth out health insurance costs from year to year. It is important to increase the rate stabilization reserve in good years and to spend down the rate stabilization reserve in bad years. This will allow rates to fluctuate in a predictable manor. When funding allows it, it is the goal of the county is to carry a rate stabilization reserve equal to 50% of the expected annual claims.

Developing and using the rate stabilization reserve: Once the run out liability and the maximum liability reserves have been full funded, any excess funds shall be placed in the rate stabilization reserve.

217.300 – Setting Premiums

Annually, the County will receive the annual expected claims for the upcoming year from our third-party administrator (tpa). The annual expected claims data from the tpa will also include rate information for the various plans provided by the County. The County will base the upcoming year's rates using the following steps:

1) Rates shall be increased to fund any deficit created in the run out liability and maximum liability reserves.

2) After any rate increases are applied based on step 1, then the tables in Appendix A shall be used as a guide in developing the upcoming year's rates. In all cases, the County Board may deviate from these guidelines, if justifiable.

AUTHORED BY: County Administrator **APPROVED BY:** County Board
DATE: 10-10-2013 **DATE:** XX-XX-XXXX

Appendix A

The following tables are to be used as guides in developing health insurance rates for future years. In all cases, the County Board could deviate from these guidelines when it is found justifiable.

Expected annual claims increase less than 5%:

Rate stabilization reserve funded at:	Rates:
Less than 25%	shall increase to fully fund the rate stabilization reserve but not exceeding 10% previous year's rates.
25.1 to 50%	shall increase to fully fund the rate stabilization reserve but not exceeding 5% previous year's rates.
50.1% or more	shall be set at expected claims level.

Expected annual claims increase by 5.1% to 10%:

Rate stabilization reserve funded at:	Rates:
0 to 25%	shall increase 12.5% over last year's rates.
25.1 to 35%	shall increase 10% over last year's rate.
35.1% or more	shall be set at expected claims level.

Expected annual claims increase by 10.1% to 15%:

Rate stabilization reserve funded at:	Rates:
0 to 10%	shall increase the expected claim rate plus 1%.
10.1% to 25%	shall be set at expected claims level.
25.1% or more	shall increase 10% over last year's rate.

Expected annual claims increase by 15.1% to 25%:

Rate stabilization reserve funded at:	Rates:
0 to 10%	shall be set at expected claims level.
10.1 to 15%	shall be set at 5% less than the expected claim increase.
15.1 to 20%	shall be set at 7.5% less than the expected claim increase but not less than a 10% increase.
20.1 to 25%	shall be set at 10% less than the expected claim increase but not less than a 10% increase.
25.1 to 30%	shall be set at 12.5% less than the expected claim increase but not less than a 10% increase.
30.1% or more	shall be set at 15% less than the expected claim increase but not less than a 10% increase.

Expected annual claims increase by more than 25.1%:

Rate stabilization reserve funded at:	Rates:
0 to 10%	shall be set at expected claims level.
10.1 to 15%	shall be set at 5% less than the expected claim increase.
15.1 to 20%	shall be set at 10% less than the expected claim increase.
20.1 to 25%	shall be set at 15% less than the expected claim increase but not less than a 10% increase.
25.1 to 30%	shall be set at 17.5% less than the expected claim increase but not less than a 10% increase.
30.1% or more	shall be set at 20% less than the expected claim increase but not less than a 10% increase.

Request for Board Action

BOARD MEETING DATE:
October 15, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Administration	Mike Pogge-Weaver	320-314-8399

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST:
Consider approval of revisions to County Policies 201.401-201.408 (Employment Practices) and 502 (Purchasing and Contract Protocol and Authority) as recommended by the County Policy Committee.

AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
Other Business	No
IS THIS MANDATED?	EXPLANATION OF MANDATE:
No	n/a

BACKGROUND/JUSTIFICATION:
The County Policy Committee has been begun their review of all of the County Policies. The first two policies they are submitted to the Board for consideration are revisions to are County Policies 201.401-201.408 (Employment Practices) and 502 (Purchasing and Contract Protocol and Authority). Related to the *Employment Practices*, the proposal is to allow the County Administrator to authorize the hiring of non-department head level positions that are open and part of an approved budget. This will stream line the hiring process and avoid delays waiting for board approval to advertise the open position and to approve the actual hiring. Related to *Purchasing and Contract Protocol and Authority*, the changes allow for small contracts that are part of an approved budget to be approved by a department head or County Administrator. Additionally, when a purchase is part of an approved budget then the County Administrator can approved purchases up to $25,000, currently the limit is $10,000 without Board approval. Attached are the policies showing the proposed changes in legislative format.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
Robin Finke	Mike Pogge-Weaver
RECOMMENDATIONS:	RECOMMENDATIONS:
Is part of the Policy Committee	Approve
COMMENTS:	COMMENTS:
None	None

Policy Statement

TITLE	CODE
Purchasing and Contract Protocol and Authority	**502**

REFERENCE

M.S. 373.01	Counties - Powers
M.S. 375.21	Contracts of County Boards
M.S. 375.73	Duties of Purchasing Departments
M.S. 471.345	Uniform Municipal Contracting Law
M.S. 471.35	Specifications of Supplies and Equipment
M.S. 471.36	Noncompetitive Supplies and Equipment
M.S. 471.87	Public Officers - Interest In Contracts

PERSONNEL RESPONSIBLE

All Purchasers

EFFECTIVE DATE

09-02-03 (Updated 08-02-05 and 08-07-2013)

POLICY

502.100 – Purchasing Philosophy

502.101 – Department heads need both flexibility and accountability in purchasing for their departments. Excessive restrictions create an atmosphere of micromanagement while too liberal a policy invites abuse and a lack of accountability. The intent of this policy is to provide a framework that allows department heads to operate as efficiently and economically as possible, within state statute, while allowing for oversight on their larger purchases. This document delineates the protocols and authority related to the purchasing of goods and services for Swift County. It shall be followed by all County employees and officials.

502.102 – It is County policy to purchase goods and services in the most professional, ethical, legal, and efficient manner possible; insuring quality, considering standardization, reasonable terms, and best value to the taxpayers of the County.

502.200 – Ethical Practices

502.201 – No elected official, employee, or immediate family member of an elected official or employee should have a financial interest, directly or indirectly, in any contract or purchase order for goods or services used by the County. Elected officials and employees should not accept or receive, directly or indirectly, from a vendor any promise, obligation, or contract for future reward or compensation. Any violation of this section may be a gross misdemeanor. (M.S. 471.87)

502.202 – If an employee purchases or contracts for goods or services contrary to County policy, the purchase shall be void. In accordance with State laws, the Department Head shall be personally liable for the cost of the order or contract. If the order or contract is already paid for out of County funds, the amount may be recovered by appropriate action.

502.300 – Responsibilities of Persons Who Purchase

502.301 – Department Heads who supervise the purchase of goods and services on behalf of the County have the following responsibilities:

1) Follow County policies when purchasing items within their scope of responsibility.
2) Properly document purchases.
3) Maintain vendor histories/records.
4) Provide information on estimated costs for budget purposes and solicit bids, estimates, or quotations.
5) Determine if the purchase of an item through any Cooperative Purchasing Venture (CPV) is beneficial to the County.

502.400 – Purchasing Protocol

502.401 – Budgeted funds must be available before a purchase commitment is made. If sufficient funds are not available, a reallocation or additional appropriation request must be submitted.

502.402 – Contracts - All written contracts, regardless of amount, require review of the County Attorney. Contracts for less than $5,000 in goods and/or services that are part of an approved budget may be approved by a department head with a copy sent to the County Administrator. Contracts for less than $25,000 in goods and/or services may be approved by the County Administrator. The County Administrator shall report to the board all contracts approved at the staff level within 30 days. Contract $25,000 or more in value require CSS or County Board approval and will be a regular agenda item. ~~Written contracts for less than $10,000 in goods and/or services, and already included in the departmental budget, will be treated as consent agenda items. All other written contracts will be regular agenda items.~~

502.403 – Purchases of less than $5,000 – If the amount of the purchase is $5,000 or less, the purchase may be made either by quotation or by direct negotiation. If

practicable, at least two quotations should be obtained and kept on file for a period of at least one year. The following steps should be considered for quotations:

1) Specifications should be drafted by the Department Head or designee.
2) Specifications should be provided to at least 2 vendors.
3) Upon receipt of the quotations, an award should be made by the Department Head or designee.

502.404 – Purchases from $5,000 to $10,000 – The same protocol as stated in 502.403 will be followed with the additional requirement of County Administrator approval.

502.405 – Purchases from $10,000 to $25,000 – If the amount of the purchase is between $10,000 and $25,000 the purchase may be awarded through either a sealed bid process or by quotation. If sealed bids are used, the process outlined in 502.406 must be used. Purchases that are part of an approved budget may be approved by the County Administrator. Purchases that are not part of an approved budget ~~A recommendation~~ must ~~then~~ be presented to the County or CSS Board for action with a recommendation from the County Administrator.

502.406 – Purchases over $25,000 – If the amount of the purchase is estimated to exceed $25,000, sealed bids shall be solicited by public notice, unless the purchase is through a bid obtained by the State of Minnesota and available to counties. The following steps should be considered for sealed bids:

1) Specifications shall be drawn by the Department Head or designee.
2) Authorization shall be requested from the County Board to advertise for bids by the Department Head or designee.
3) The bid solicitation shall be published in the official County newspaper. In addition, proposals and specifications may be sent to the names listed on any prospective vendor's list maintained by the department. A deadline date and time for submission shall be included in the publication.
4) Bids shall be properly dated and stamped.
5) Bids shall be opened, reviewed, and awarded at a specific time and date as prescribed by the County Board with a recommendation from the County Administrator.

502.407 – Use of Cooperative Purchasing Venture – The County, on an annual basis, reviews its membership in the Cooperative Purchasing Venture (CPV) administered by the Minnesota State Department of Administration. Use of CPV is discretionary.

502.500 – Bid and Quotation Specifications

502.501 – Preparation – Written specifications should be prepared with the following criteria in mind:

1) Conformance to acceptable industry-wide standards.
2) Clear, definite, and concise.
3) Describe the performance requirements, rather than its formulation, description, or design.
4) Framed to permit, to the extent possible, free and full competition.

5) Consider cost, length, and terms of any warranty provisions, reliability and maintenance costs, and repurchase value of the equipment after a specified number of years.
6) Should not exclude all but one type or kind except when permitted by law.
7) Should not call for features or for a level of quality not needed for the intended use, except in cases where such features or the level of quality are essential for some future consideration or result in overall economic advantage to the County.

502.502 – Restrictive Specifications – Some latitude is permissible in specifying features of certain items. While it is not necessary to prepare specifications in a manner that every conceivable manufacturer could compete, the County must be able to demonstrate a clear reason for any restrictive specifications. If a minimum standard for wages with respect to the employees of a contractor is desired by the County or is required for compliance with State or Federal laws, the specification should include such a prevailing wage rate unless otherwise provided in any applicable Federal law. (M.S. 177.42)

502.503 – New Vehicle Purchases – Whenever possible, new vehicles will be flexible fuel vehicles capable of using E-85 or biodiesel fuels.

502.504 – Professional Services – Purchasing professional services creates a different relationship than normally exists in a buyer-seller transaction. The purchasing protocol needs to take into consideration qualifications, character, and mutual trust. For these reasons, qualifications, competency, and availability of the most qualified firms must be considered initially and independent of cost. Procuring professional services consists of three major elements:
1) Submittal of proposals;
2) Review of proposals submitted and selection of preferred proposal; and
3) Negotiation of price.

For purposes of this policy, professional services include at least the following:
1) Architectural and engineering services;
2) Personnel consultation;
3) Technology consultation;
4) Legal services (beyond that provided by the County Attorney);
5) Financial consultation; and
6) Insurance consultation.

502.505 – Documentation of Purchasing Process – Proper documentation of the purchasing process is necessary for accountability. Persons making purchasing decisions should be able to provide proof of compliance with the purchasing policy and State law.

AUTHORED BY:	Policy Committee	**APPROVED BY:**	County Board
DATE:	~~08-22-03~~ 08-07-13	**DATE:**	~~09-02-03~~XX-XX-XXXX

Employment Practices

201.401 - Policy Statement

(A) It is the policy of Swift County to recruit and select the best qualified persons for positions within the County. The recruitment and selection process shall provide fair and equal opportunity for all qualified applicants. If the position falls under a collective bargaining agreement, and all relevant job qualifications are equal, first consideration will be given to a current employee within the applicable bargaining unit. This policy applies to all positions: seasonal; temporary; permanent; part-time; and full-time, unless specifically waived by the County Board.

(B) Swift County shall not use an application or any testing process to exclude persons from applying for employment based on sex, race, religion, creed, marital status, sexual orientation, political affiliation, age, status with regard to public assistance, or physical or mental disability.

(C) Swift County is an equal opportunity, affirmative action employer and shall follow all applicable state and federal employment law.

201.402 – Determination of Open Position

(A) Departments Heads shall notify the County Administrator ~~and the appropriate Board (Board of Commissioners or County Community Social Service Board)~~ when a vacancy exists. Such notification will include a recommendation for replacement and any changes in the applicable position description. If the position is an existing and funded position, then the County Administrator may authorize the recruitment for that position. If the position is not an existing and funded potion or if changes to the position description is needed then such request shall go to the ~~The~~ appropriate Board. ~~will determine if the position description is appropriate and if the position will be recruited~~.

201.403 – Recruitment Protocol –The recruitment process shall include, at a minimum, the following:

(A) To ensure uniformity in the recruitment process position postings, all advertisement, collection of applications, and processing of the applications shall be handled by the Administration Department. Once application are received, they will be forwarded to the appropriate Department Head for interview selection and final candidate selection. Once the Department Head selects their final candidate, the offer of employment shall be written by the Administration Department.

(B) County Application – Applicants for any County position ~~will~~ shall complete the County job application and related forms as found on the County's web site.

(C~~B~~) Internal Recruitment – Position vacancies shall be posted on the official County Courthouse bulletin board and applicable departmental employee bulletin board(s) for a period of not less than 5 working days or other period of time as stated in a relevant bargaining unit contract. The posting shall include, but is not limited to: 1) title of position, 2) salary scale, 3) a description of the essential responsibilities and duties, 4) immediate supervisor, 5) the application deadline, 6) any test to be given and, 7) minimum qualifications. Interested internal applicants shall submit the same paperwork that is required of outside applicants.

(D~~C~~) External Recruitment – An external recruitment ~~shall~~ maybe ~~be~~ conducted at the same time as the internal recruitment process. Announcements for positions shall be placed in newspapers and other job related publications for a period of time necessary to attract qualified candidates, but not less than 10 days. If a Merit System eligibility list exists, with a minimum of three qualified candidates, advertising the position is optional.

(~~D~~E) Minnesota Merit System - For any department regulated by the Minnesota Merit System, that ~~Department Head~~County shall adhere to all pertinent regulations during the recruitment process.

201.404 – Selection Process –The selection of applicants shall include, but not be limited to, the following:

(A) Education, Training, and Experience – The Department Head shall review all applications and apply standardized points to each application based on qualifications for the job. Ratings shall be based on a 100-point scale with point values assigned to education, training, and experience prior to advertising the position. Those applicants who do not meet the minimum qualifications shall not be considered. Rating information shall be retained for 1 year.

(B) Eligibility List - The Department Head shall be responsible for the creation of an eligibility list of qualified persons. The eligibility list shall be valid for a minimum of 90 days from date of establishment but not more than 1 year.

(C) Testing – Applicants meeting minimum qualifications may be asked to participate in further testing conducted under the direction of the Department Head. This testing may vary depending upon the position but may include one or more of the following tests: ability; achievement; performance; physical agility; and/or dexterity. The Department Head shall make test scores available to the individual who completes a test. Completed exams and/or answer keys to the exam shall not be provided to any applicant.

(D) Veteran's Preference - Swift County shall provide additional points in rating qualified veterans as determined by M.S. 197.455 ~~.46~~; 10 ~~5~~ points for honorably discharged veterans and ~~10~~ 15 points for disabled veterans. The surviving

spouse of a deceased veteran or the spouse of a disabled veteran who because of the disability is unable to qualify may request Veteran's Preference points.

(E) Interview - Upon completion of the rating, and any other testing, the Department Head should offer at least the top 3 candidates an interview. The interview shall be based on the use of structured questions relating to the responsibilities and duties to be performed in the position. The interview team will include the Department Head, any other direct supervisor of the position, and additional staff as desired.

(F) Applications for those not selected along with the rating information shall be returned to the Administration Department once the final candidate is selected.

201.405 – Appointment and Notification

(A) For non-Department Head level positions, ~~T~~the Department Head shall recommend the candidate most ~~qualified~~qualified for the position to the ~~Board~~County Administrator for appointment. Appointment of Department Heads and the County Administrator shall be made by the Board.

(B) ~~The~~ A written ~~Department Head may make a conditional~~ offer of employment shall be presented to the candidate~~, prior to Board approval, contingent upon formal Board approval~~. All offers of employment shall come from the Board or County Administrator. The offer of employment shall be presented prior to the first day of work and shall include the following items: ~~candidate selected for the position shall be notified in writing of the following information before the first day of work:~~ 1) position offered; 2) anticipated starting date and time; 3) position classification (i.e. exempt/non-exempt, salaried/hourly, part-time/full-time, department head, etc.); 4) compensation and any anticipated probationary increases; 5) their immediate supervisor's name; and 6) any deviation from the personnel policies or collective bargaining agreement~~; and, 7) the date the Board will take formal action on the appointment~~. The offer letter shall be signed by the Board Chair or the County Administrator, depending on the position.

~~(C) At the discretion of the Department Head, an employee may begin work prior to Board approval if the Department Head has determined that the service needs of the department so dictate. However, appointment is still subject to County Board or Community Social Service Board approval at their next regular meeting.~~

(~~D~~C) All offers of employment are contingent upon successful completion of any required criminal background investigation. Appointments may also be contingent upon the successful completion of a psychological and/or preemployment physical examination and other background investigation appropriate for the position and consistent with State and Federal laws.

(~~E~~D) All applicants must be notified in writing, and by telephone if desired, as soon as practicable after they have been eliminated from consideration for the position.

201.406 – Recruitment and Selection of Department Heads and the County Administrator

(A) The Chairman of the Board or his designee shall be responsible for following this protocol in the recruitment of the County Administrator position. The County Administrator is responsible for following the protocol when the vacancy is that of an appointed Department Head or equivalent.

201.407 – Types of Appointments

(A) Full-Time Appointments - This is an appointment to a position which is computed at a full-time rate and for which all fringe benefits offered by the County are available, as specified in these policies, providing it is also a permanent position.

(B) Emergency Appointments - In order to prevent stoppage of public business or loss or serious inconvenience to the public, appointment of a temporary employee may be authorized by the ~~department head~~County Administrator, within the departmental budget. A vacancy of which a department head has had reasonable notice, or an employment condition of which they had, or might with due diligence have had previous knowledge, shall not be filled by an emergency appointment.

(C) Part-Time Appointments - This is an appointment to a position which is paid at an hourly rate and for which the fringe benefits are not available, except as required by Federal or State law or provided for under section 201.150.

(D) Permanent Appointment - Appointment to a position that is expected to be on-going.

(E) Temporary Appointment - Appointment to a position for a specific term of 185 consecutive calendar days or less in each year. ~~normally a duration of less than one (1) year.~~

201.408 – Promotions, Transfers, and Demotions

(A) Promotion Policy - Vacancies in positions are encouraged to be filled by promotion of qualified County employees. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation.

(B) Promotion Without Examination - The County Board or County Administrator may authorize the promotion, without competition, of a qualified employee upon the presentation by their supervisor of a written statement showing that the duties

performed by the employee are a natural preparation for the higher position, and that such employee is the most qualified employee for the position.

(C) Transfers - An employee may be transferred to a similar position in a different department. An employee desiring to be transferred should make a written request to their supervisor for consideration when a vacancy occurs. The request must be approved by the current supervisor, the County Administrator, and the supervisor receiving the employee. Transfer of an employee may be permitted when the supervisor determines that the employee meets the qualifications of the position, that the transfer is in the best interest of the County, and that further training and development of the employee in the new position would be beneficial to the County.

(D) Demotions - An employee may be demoted to a position of lower grade at the discretion of their supervisor, subject to the approval of the County Board. Reasons for the demotion shall be detailed in a written statement.

AUTHORED BY:	Policy Committee	**APPROVED BY:**	County Board
DATE:	10-02-2013	**DATE:**	XX-XX-XXXX