



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, August 15, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 351 004 680#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of August 1, 2023 5
- 8:25 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
- 8:50 County Administrator
1. Report
 2. Safe Assure Agreement 10
 3. Northwest Regional Safety Day 20
 4. Presidential NACo Appointment of Commissioner Okeson 21
 5. Capital Improvement Plan
 6. Consent Agenda
 7. Committee of the Whole
 8. Budget 2024 22
- 9:15 Finance Committee
1. Claims 23
- 9:20 Auditor-Treasurer
1. License List
 - a) Resolution 08-23-2B - Marshmallow Animal Shelter Raffle on September 23, 2023 at Pit 611 in Lake Eunice Twp 24
- 9:25 Human Services
1. Contracts/Agreements
 - a) 2022-2024 DHS Mobile Crisis FMAP Allocation Contract Amendment 25
 2. Claims Human Services, Public Health, and Transit
- 9:35 Land Use/Environmental Services
1. Resolution 08-23-2A - ICWC Contract 56
 2. Resolution 08-23-2C - 2023 STS Contract 58

3. Capital Purchase Request - Electric Pallet Jack 64

9:45 Break

10:00 Public Meeting - Cannabis Ordinance

10:15 Planning & Zoning

1. Cannabis Ordinance 68

10:30 Sheriff

1. Purchase Request: TV Enclosures 72

2. Resolution 08-23-2D - Federal Equipment Grant 73

Closed Meeting - Labor Negotiations Strategy

1. Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 subd. 1(b) 74

Adjourn

Open Work Session - Policy Discussion



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Adjourn

Open Work Session - Policy Discussion

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, August 1, 2023, at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Board Chair Nelson. Commissioners in attendance: Nelson, Okeson, Jepson and Meyer, County Administrator Pat Oman, and minute taker Peggy Martin. Commissioner Vareberg was absent.
2. Pledge of Allegiance

Agenda/Minutes:

1. Agenda Confirmation – Motion and second to approve agenda with the addition of a closed session for attorney/client privilege (Okeson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of July 18, 2023, with the requested changes (Meyer, Jepson) carried.

Commissioners:

1. Open Forum:
 - None
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Meyer – Transit, Fair, DAC.
 - Commissioner Nelson – NRM, RAC, Courthouse.
 - Commissioner Jepson – Mahube, West Central Regional Juvenile Center, EDA.
 - Commissioner Okeson – PRWS, Airport Commission, Transit.
3. Appointments:
 - Motion and second to appoint Commissioner Jepson to the Senior Council on Aging (Meyer, Nelson) carried.
 - Motion and second to appoint Diane Midthune to the Senior Council on Aging (Nelson, Meyer) carried.
 - Recreational Advisory Committee – At Large position will be advertised online.
 - Motion and second to appoint Abby Anderson or alternate from the Lake Park Betterment Committee to the Recreational Advisory Committee (District 5) (Nelson, Jepson) carried.

County Law Library: presented by Brian McDonald and Bill Wilson

- Motion and second to approve Resolution 08-23-1A – Reinstatement of Becker Couty Law Library Fees (Okeson, Meyer) carried.

BCBS Dental Grant Update: presented by Jane Neubauer

- Collaboration with Northern Dental Access Center and Apple Tree Dental-both Non-Profit providers.
 - Northern Dental Access is in the process of purchasing a building in Frazee.
 - Apple Tree Dental is expanding their office in Hawley.
- \$3,000 to be paid after the September report.

County Administrator: presented by Pat Oman.

1. Report

- Class and Comp Study Update – due to Bargaining Units on September 1st.
- Invites from Bargaining Units to negotiate for 2024 – start negotiations in September.

2. Budget 2024 timeline review – on schedule.

3. Consider 5-year Capital Improvement Plan – Bruce Kimmel from Ehler’s Inc.

- Bonds update
- Capital Improvement Plan discussion.

4. Committee of the Whole Discussion – benchmark examples.

5. Consent Agenda – benchmark examples. Bring back Consent Agenda items for next board meeting.

6. Midwest Minnesota Community Development Corporation (MMCDC) update.

7. Legislative Funding Updates.

Finance Committee: presented by Mary Hendrickson.

Regular Claims, Auditor Warrants, Over 90 Days & Additional Issues:

07/19/2023 in the amount of	\$215,595.35
07/20/2023 in the amount of	\$ 36,665.31
07/25/2023 in the amount of	\$688,345.46
Total of	\$940,606.12

Over 90 Days:

Osage Bait & Tackle dated 04/24/2023 in the amount of \$60.00, lost receipt.

Traut Company dated 04/19/2023 in the amount of \$3,000.00, invoice just turned in.

Motion and second to approve payment of regular claims, auditor warrants, and claims over 90 days (Okeson, Jepson) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 08-23-1E– Charitable Gambling for the Cormorant Lions Club on September 29, 2023, at the Cormorant Community Center in Cormorant Twp (Jepson, Meyer) carried.
2. Motion and second to accept the 2022 Annual City TIF Reports for the cities of Detroit Lakes, Frazee, and Lake Park (Okeson, Jepson) carried.
3. Motion and second to accept the May 2023 Cash Comparison, Sales Tax, and Investment Summary (Okeson, Meyer) carried.

Human Services: presented by Denise Warren.

1. Motion and second to approve GAELIN Speaks – The Belonging Difference Workshop in the amount of \$5,000 (Meyer, Jepson) carried.
2. Motion and second to approve payment of claims for Human Services, Public Health, and Transit (Okeson, Jepson) carried.

Human Resources: presented by Carrie Smith.

1. Personnel Policy Final Updates.
 - Motion and second to approve the Probation Period for the Sheriff’s Department to include bailiff to the language (Meyer, Jepson) carried.
 - Motion and second to approve the language changes to the Safe & Sick Leave and Out of State Travel Policy, and general language changes as discussed at the previous open work session (Okeson, Jepson) carried.

Sheriff: presented by Todd Glander

1. Motion and second to approve Resolution 08-23-1D – Personnel Request – Deputy Sheriff (Okeson, Jepson) carried.

Transit: presented by Kevin Johnson

1. Motion and second to approve Resolution 08-23-1B – 2024 Transit Grant Contracts and Agreements (Okeson, Meyer) carried.
2. Motion and second to approve Resolution 08-23-1C – County Highway and Transit Lease Approval (Okeson, Meyer) carried.

Land Use/Environmental Services: presented by Steve Skoog

1. Motion and second to approve the establishment of Recreational Advisory Committee Per Diem rate of \$40, and mileage rate of \$0.655/mile (Okeson, Jepson) carried.
2. Motion and second to change the RAC bylaws to reflect committee meeting date change to as needed or as called (Nelson, Jepson) carried.
3. Motion and second to award the 2023 Bud Capping Bid to New ECO LLC in the amount of \$17,955.04 (Okeson, Meyer) carried.

Highway: presented by Jim Olson

1. Motion and second to approve the Capital Outlay Request for two TV's & Wall Mounts not to exceed \$4,400 to be taken out of the auction funds (Okeson, Meyer) carried.

Planning & Zoning: presented by Kyle Vareberg

1. Notice of a Public Meeting Request on behalf of MPCA regarding the Modification to an existing feedlot permit – parcel numbers 03.0270.000 & 03.0203.002 – Jennie O Turkey Store Inc, 12225 Frazee Rd. Jeff Bauman with Anez Consulting – No action required by the board. Forward the meeting minutes to the MPCA.
2. Comprehensive Plan Proposal Review – Robin Cauffman and Morja Hauenstein with Bolten and Menk.
 - Motion and second to approve the proposal from Bolten and Menk in the amount of \$99,984 and to authorize the board chair to sign the contract (Jepson, Meyer) carried.
3. Cannabis Ordinance Review.
 - Motion and second to have a Public Hearing at 10:00 am during the August 15 Board Meeting (Meyer, Jepson) carried.

Motion and second to close the meeting at 10:58 am pursuant to Minn. Stat. 13D.05 Subd. 3(b) based on the Attorney Client Privilege on pending litigation with Teamsters Local 320 Human Services bargaining unit (Jepson, Meyer) carried.

Motion and second to come out of closed session at 11:44 am (Okeson, Meyer) carried.

Being no further business, Chair Nelson adjourned the meeting at 11:45 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair

DRAFT



WHAT SAFEASSURE WILL DO FOR: BECKER COUNTY

**INFORMATION
PACKET/PROPOSAL**

September 2023

SERVICE AGREEMENT SERVICES

- SafeAssure will review all of your current safety related programs, make recommendations/suggestions and update programs as needed to comply with “all current” OSHA regulations and statutes. SafeAssure will write any required OSHA safety policies that are not currently (if any) in place.
- Develop annual safety goals along with the Safety Committee. We will utilize the AWAIR format to accomplish this important element.
- Provide on-line safety training and complete documentation of individual employee training on AWAIR, Employee Right To Know-MSDS (includes PPE), Blood borne Pathogens (includes PPE), Ergonomics and Emergency Action Plan, for employees elected by management to do on-line training.
- Complete OSHA audits of facilities (buildings), record OSHA deficiencies, make corrective recommendations. Audits will include pictures of the deficiency noted.
- Meet with and be an advisor to the Safety Committee, review OSHA guidelines, recommendations etc.
- Provide answers to all and any OSHA question submitted by department supervisors (or other persons as allowed by management). Call us on the SafeAssure toll free number 1-800-920-SAFE.
- SafeAssure will assist in the event of a serious employee injury or death, and a SafeAssure employee will walk with you through an OSHA inspection. SafeAssure will be with you all the way through the inspection process, including a presence at the OSHA closing conference.
- All SafeAssure employees that conduct classroom training are individually trained by SafeAssure management on the subject matter they present prior to entering a classroom training situation. SafeAssure training management continually review OSHA regulations and statutes and confer with OSHA representatives on any revised or new regulation(s) or statute (s). Employee safety often times will involve A.N.S.I. and/or D.O.T. compliance regulations. SafeAssure management is continually researching and maintaining current laws that apply.
- We provide an “ALERT” system rather than a Newsletter. This system allows SafeAssure to quickly inform clients of a safety situation/danger or other information that is pertinent to the safety of employees and should be received in a timely manner.
- SafeAssure will provide the outside “Audit” and “Recommendation” paper work that is required when completing a “OSHA Safety Grant” request.
- Mediums utilized by SafeAssure include, on-line training which includes videos and the clients Specific OSHA safety programs, on-site training with power point, workbooks, videos and employee participation topical games.

“The SafeAssure Advantage”

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarify written and training requirements.**

The required standards that apply to Becker County are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

EXCAVATIONS/TRENCHING 1926.651 (k)(1)

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

LOGGING OPERATIONS 1910.266 (i)(1)

The employer shall provide training for each employee, including supervisors, at no cost to the employee.

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES

29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the Service Agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces

Subpart E - Means of Egress

Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms

Subpart G - Occupational Health and Environmental Control

Subpart H - Hazardous Materials

Subpart I - Personal Protective Equipment

Subpart J - General Environmental Controls

Subpart K - Medical and First Aid

Subpart L - Fire Protection

Subpart M - Compressed Gas and Compressed Air Equipment

Subpart N - Materials Handling and Storage

Subpart O - Machinery and Machine Guarding

Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.

Subpart Q - Welding, Cutting, and Brazing.

Subpart S - Electrical

Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions

Subpart D - Occupational Health and Environmental Controls

Subpart E - Personal Protective and Life Saving Equipment

Subpart F - Fire Protection and Prevention

Subpart G - Signs, Signals, and Barricades

Subpart H - Materials Handling, Storage, Use, and Disposal

Subpart I - Tools - Hand and Power

Subpart J - Welding and Cutting

Subpart K - Electrical

Subpart L - Scaffolds

Subpart M - Fall Protection

Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors

Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations

Subpart P - Excavations

Subpart V - Power Transmission and Distribution

Subpart W - Rollover Protective Structures; Overhead Protection

Subpart X - Stairways and Ladders

Subpart Z - Toxic and Hazardous Substances

Applicable MN OSHA 5205 Rules

Applicable MN OSHA 5207 Rules

Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of Becker County to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this proposal/Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for Becker County are for the sole and express use by Becker County and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to Becker County.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse Becker County should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

If SafeAssure fails to perform any of the provisions of this Service Agreement or so fails to administer the work as to endanger the performance of the Service Agreement, such failure may constitute default. Unless the default is excused by the county, the county may, upon written notice to the SafeAssure, cancel this agreement in partial or entirety.

As a full-service client all time spent consulting, answering questions, correspondence, and OSHA inspection assistance both on and off site are part of the Service Agreement services and are included (see also schedule within).

**ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
Becker County**

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Chainsaw/Tree Trimming

- review/modify or write site specific program
- documented training of all personnel

Confined Space

- review/modify or write site specific program
- documented training of all personal

Contractors Safety Program

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating DAMARCO Solutions, LLC, MSDS and data base program

Ergonomics/Proper Lifting

- review/modify or write site specific program
- documented training of all personnel
 - job hazards-recognition
 - control steps
 - reporting
 - management leadership requirements
 - employee participation requirements

Fleet Safety/Defensive Driving

- review/modify or write site specific program
- documented training of all personnel

General Safety Requirements (other as required)

- review/modify or write site specific program
- documented training of all personnel

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Mobile Earthmoving Equipment

- review/modify or write site specific program
- documented training of all personal

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Powered Industrial Trucks/Forklifts

- maintain site specific program
- documented training of all personnel
- testing and licensing

Recordkeeping

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel
- Medical Questionnaire/Fit Tests

Trenching/Excavation

- review/modify or write site specific program
- documented training of all personnel

Service Agreement

THIS AGREEMENT is made this first day of September 2023 between Becker County, Detroit Lakes, Minnesota, herein referred to as Becker County and SafeAssure Consultants, Inc. 7505 93rd Ave NE, Spicer, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, Becker County (upon request) with a current Certificate of Insurance with proper coverage lines and insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that Becker County will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges Becker County, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless Becker County, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement. SafeAssure and its employees is an independent contractor of Becker County, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide Becker County, the aforementioned features and services. These features and services include but are not limited to providing OSHA compliance recommendations/consultations, scheduled classroom-training sessions, unlimited online training, and writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Becker County.


ANNUAL AGREEMENT	\$13,466.50
SDS SERVICES (SDS ON-LINE)	(included)

TOTAL ANNUAL \$ \$13,466.50

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

TWELVE MONTH SERVICE AGREEMENT X _____
Becker County Date

X _____
Becker County Date

X  _____ 080123
President-SafeAssure Date

INVOICE



SAFEASSURE CONSULTANTS
PO BOX 281
WILLMAR, MN 56201-3368

melanie@safeassure.com
+1 (320) 231-3803
www.safeassure.com

Becker County

Bill to

Nancy Grabanski
Becker County
915 Lake Ave
Detroit Lakes, MN 56501

Invoice details

Invoice no.: 3391
Terms: Due upon receipt
Invoice date: 08/02/2023
Due date: 08/31/2023

	Product or service	Amount
1.	Consulting Safety Training	1 unit × \$13,466.50 \$13,466.50
	Total	\$13,466.50

Note to customer

Thank you for your business - we enjoy working with you!

Northwest Regional SAFETY DAY **September 20, 2023**

AGENDA

7:30 a.m. | CHECK-IN/EXHIBITS

8:00 – 9:15 a.m. | OPENING SESSION

Keynote: The ABCs of Mental Illness and 'D' for Depression

Join NAMI Minnesota to talk about the ABCs of mental illness and the risk factors, warning signs, treatment and resources for depression. Feelings of sadness, loneliness and grief are normal. However, when this sadness is intense, is felt for a long period of time, interferes with your ability to get along with others or to carry out the activities of everyday life. . . then, it could be depression. **Kay King, Community Educator, NAMI Minnesota**

9:15 – 10:00 a.m. | EXHIBITS

10:00 – 11:00 a.m. | SESSIONS

Eliminating the Safety Zombies: Breathing Life Back Into Your Safety Training

Does your training create safety "zombies" or safety "heroes"? Many organizations use a ritualistic approach to safety training, draining the life out of their safety and health program. With current workforce challenges, traditional methods such as lectures, videos and computer-based learning are not impactful, and can often result in a mindless experience. This session will share ten strategies to help organizations go beyond the rituals, breathe life back into safety training, and inspire and energize teams to be safety heroes. **Ben Wood, JD, MS, CSP, Occupational Safety Specialist, Minnesota Safety Council**

Minnesota OSHA Update

This session will provide an overview of current legislation passed this year, fatality trends and statistics,

current MNOSHA staffing, updated strategic plan and the inspection process used. Several enforcement standards MNOSHA is prioritizing will also be discussed. **James Krueger, Director, Minnesota OSHA, Minnesota Department of Labor and Industry**

11:00 – 11:30 a.m. | EXHIBITS

11:30 a.m. – 12:30 p.m.

NETWORKING LUNCH

12:30 – 1:30 p.m. | SESSIONS

Clearing the Smoke — The New Marijuana Law

How will the newly legalized Marijuana law impact the workplace? Learn about the new law, testing procedures, recognition techniques and employer responsibilities. **Don Marose, President and CEO of CD Training Consultants, Inc.**

Musculoskeletal Injuries — How to Finally Get Ahead of the Issue

You have a good safety culture, your employees have bought into the goals and initiatives you have presented, but you keep having musculoskeletal (MSK) sprain and strain injuries. Plus, you have an aging workforce. What to do? This session will discuss next level strategies to get your program to the next level. **Melissa Gill, Owner, On-Site Solutions Physical Therapy**

1:30 – 2:30 p.m. | SESSIONS

Up on Ladder Safety?

Even though the walking-working standards were updated five years ago, there are still questions and confusion as to what is required for fixed ladders. This session will provide updates and requirements for fixed ladders and what fall protection is required

at heights above 24ft per OSHA, as well as options for fall protection and how cages fit into the new standard. **Brent Rehberg, Owner/Fall Protection Specialist, Access Safety**

Impaired Is Impaired

Crashes and fatalities due to impairment are on the rise in Minnesota and across the U.S. Just think about the last few times you were on the road. Odds are you've had a moment or two when you wondered if the person in the next vehicle was really paying attention to driving. Learn what it means to be an impaired driver, how to be part of the solution and leave with resources and campaign ideas to implement immediately to keep your employees and their families safe while on the road. **Lisa Kons, Traffic Safety Program Manager, Minnesota Safety Council/Minnesota Network of Employers for Traffic Safety Coordinator**

2:30 – 2:45 p.m. | BREAK/SNACK

2:45 – 3:45 p.m. | SESSION

Situational Awareness and Active Threat Preparedness for Workplace Safety

This session will provide public and private entities with active threat and preparedness training. Focus will be on improving safety and security, preparing to handle external or internal threats, and teaching rapid response techniques using situational awareness. **Drew Moldenhauer, M.S., Owner, Blue Ethos Specialized Training**

3:45 – 4:00 p.m. | CLOSING/PRIZES*

Paul Aasen, President, Minnesota Safety Council
*Must be present to win.

Venue and lodging information available at minnesotasafetycouncil.org.

Registration

REGISTER BY SEPTEMBER 13, 2023. Registration includes full-day conference sessions, refreshment breaks, exhibits and lunch. MSC Members: \$145/person | Non-Members: \$195/person | Group Discount: Register three or more from the same organization and receive a \$15 discount per person.

SESSION CHECKLIST

Please check the sessions you plan to attend. If you are registering more than one person, indicate by numbering how many will attend each session.

▶ **8:00 a.m. Keynote:**

_____ The ABCs of Mental Illness and 'D' for Depression

▶ **10:00 a.m. Sessions:**

_____ Eliminating the Safety Zombies
_____ Minnesota OSHA Update

▶ **12:30 p.m. Sessions:**

_____ Clearing the Smoke — The New Marijuana Law
_____ Musculoskeletal Injuries — How to Finally Get Ahead of the Issue

▶ **1:30 p.m. Sessions:**

_____ Up on Ladder Safety?
_____ Impaired Is Impaired

▶ **2:45 p.m. Session:**

_____ Situational Awareness and Active Threat Preparedness

CONTINUING EDUCATION UNITS

Attendees may earn .5 continuing education units (CEUs) for their participation in education sessions.

ORGANIZATION _____

Address _____

City, State, Zip _____

Phone _____

Email _____

NAMES OF PARTICIPANTS (PLEASE PRINT OR TYPE)

1 _____

2 _____

3 _____

PAYMENT (MUST BE RECEIVED WITH REGISTRATION)

Check Enclosed (payable to Minnesota Safety Council)

Credit Card: Visa MasterCard American Express

Card # _____

Expiration Date _____ CW2 Code _____

Signature _____

ACCOMMODATIONS: Check here if, under ADA, you require special services in order to attend OR if you have medical dietary restrictions. MSC will take dietary restrictions into account but cannot guarantee that all can be accommodated.

TOTAL AMOUNT: \$ _____

MAIL
Minnesota Safety Council
474 Concordia Ave, St. Paul, MN 55103

PHONE
651-291-9150/800-444-9150

EMAIL
mssc@minnesotasafetycouncil.org

ONLINE
minnesotasafetycouncil.org



August 04, 2023

Hon. John Okeson
Commissioner
Becker County
13167 West Lake Sallie Drive
Detroit Lakes, Minnesota 56501

Dear Commissioner Okeson,

As President of the National Association of Counties (NACo), it is my pleasure to appoint you to these committees:

Transportation Steering Committee (Highway/Highway Safety Subcommittee) Subcommittee Vice Chair

You were chosen because my goal is to build a talented and committed leadership team for NACo. Our strength at NACo is in our members and your active involvement. As we move forward together, now is the time for county leaders to connect, inspire and lead.

My presidential spotlight, *ForwardTogether*, will showcase a three-tiered concept for enriching the leadership, partnerships and practices of county officials, with the ultimate benefit of better outcomes through improved trust and engagement. Consistent with the *NACo Blueprint*, the three specific themes of *ForwardTogether* are:

- (1) **Connect and build bridges** through enriched professional connections, leadership skills and peer networks
- (2) **Inspire civic engagement** through well-informed community participation and public trust, and
- (3) **Lead intergovernmental partnerships** through enhanced collaboration with our federal, state, local and tribal partners

Your NACo committee staff liaison will follow up with you to provide specific details on the committee's work and future meeting dates, such as the **NACo Legislative Conference, February 10-13, 2024, in Washington, D.C.** and the **NACo Annual Conference, July 12-15, 2024, in Hillsborough County, Fla.**

If you are unable to accept a position or feel this selection was in error, please inform Marc Chavez at nacopa@naco.org.

I look forward to working with you!

With respect,

Mary Jo McGuire
President

2024 Becker County Budget Development Timeline

Date(s)	Objective(s)
6/6/2023 & 6/20/2023	Board Meetings – Legislative Update, Survey Analysis and Benchmarking
06/26/2023	Budget Worksheets to Department Heads
06/26/2023 – 07/17/2023	Department Heads Complete Preliminary Budget
07/17/2023 -08/01/2023	Department Head / County Administrator – Budget Review, Discussion
08/4/2023	Revised Budget(s) Due from Dept. Heads
08/7/2023-9/11/2023	Department Committees Review
9/1/2023, 9/18/2023	Finance Committee Review
9/19/2023	County Board Meeting to Review Budget, Set Preliminary Maximum Levy
9/19/2023 – 12/14/2023	County Board / Department Head / County Administrator – Budget Review
12/14/2023	County Board Meeting to Hold Public Budget Hearing / SMART Hearing
12/19/2023	County Board Meeting to Adopt Final Budget, Levy



BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, August 14, 2023 at 8:30 AM

Location: 1st Floor – Board Meeting Room - Courthouse
915 Lake Avenue, Detroit Lakes, MN

Administrator

1. Report

Auditor-Treasurer

1. Claims

Human Services

1. Contracts/Agreements
 - a) 2022-2024 DHS Mobile Crisis FMAP Allocation Contract Amendment
2. Claims Human Services, Public Health, and Transit

Land Use/Environmental Services

1. Resolution 08-23-2A - ICWC Contract
2. Resolution 08-23-2C - STS Income Contract
3. Capital Purchase Request - Electric Pallet Jack

Sheriff

1. Purchase Request: TV Enclosures
2. Resolution 08-23-2D - Federal Equipment Grant

Adjourn

RESOLUTION NO. 08-23-2B

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Permit to conduct Charitable Gambling by Marshmallow Animal Shelter, for a raffle on September 23, 2023 at Pit 611, 15057 County Highway 11, Audubon, MN 56511, in Lake Eunice Township.

Duly adopted at Detroit Lakes, Minnesota, this 15th day of August, 2023.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

Barry Nelson
Chair

State of Minnesota)
)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held August 15, 2023, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

Amendment No. 1 for Grant Contract No. 224658

Contract Start Date:	7/1/2022	Original Contract Amount:	\$306,850.00
Original Contract Expiration Date:	3/31/2024	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date:	3/31/2024	This Amendment:	\$ 146,557.00
Requested Contract Expiration Date:	N/A	Total Contract Amount:	\$ 453,407.00

This amendment (“Amendment”) is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Behavioral Health Division (“STATE”) and Becker County, located at 712 MM Ave, Detroit Lakes, MN 56501, an independent contractor, not an employee of the State of Minnesota (“COUNTY”).

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 224658 to enhance, expand, and strengthen Mobile Crisis Services, to support 24-hour mobile crisis lines, and increase capacity to take more calls (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that additional funds and duties are necessary for the satisfactory completion of the grant contract;
3. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 2.1, “**Duties,**” is amended as follows:

2.1 Duties. COUNTY shall perform duties in accordance with ~~Attachment A~~ Attachment A-1: Work-Plan, which is attached and incorporated into this CONTRACT. In addition to ~~Attachment A~~ Attachment A-1, COUNTY shall perform as follows:

Home and Community Based Services Federal Medical Assistance Percentage (HCBS-FMAP)

Deliverables:

- A. COUNTY must use HCBS-FMAP funding to enhance, expand, and strengthen existing mobile crisis services.

- B. COUNTY must ensure continued access to 24/7 mobile crisis services including phone screening. If COUNTY does not currently provide 24/7 mobile crisis services, COUNTY must develop a work plan and submit the work plan to STATE that:
 - i. outlines how COUNTY will increase their capacity to offer 24/7 mobile crisis services;
 - ii. upon approval, COUNTY must implement work plan and provide quarterly progress updates.

Excluded Activities

- A. COUNTY must ensure that these funds do not duplicate or supplant services.
- B. COUNTY must ensure these funds do not provide or purchase rapid access psychiatry slots.
- C. COUNTY must ensure these funds are not used for any children's mobile crisis services.

Coronavirus Response and Relief Supplement Appropriations Act (CAA) Mental Health Block Grant (MHBG) Deliverables:

- A. COUNTY must use CAA funding to provide mobile crisis services to adults and children who are experiencing a mental health crisis exacerbated by COVID-19.
- B. COUNTY may use these funds in one or more of the following ways:
 - i. COUNTY may use these funds to provide additional training to their mobile crisis staff to ensure crisis responders are able to provide services to adults and children who are experiencing a mental health crisis
 - ii. COUNTY may use these funds to provide clients access to rapid access psychiatry by pre-purchasing appointment slots to ensure same-day or next day appointments
 - iii. COUNTY may use these funds to purchase new and updated technology and related equipment for staff to have better access to resources and information while providing mobile crisis services and to improve the ability for mobile crisis teams to provide telehealth services.
 - iv. COUNTY may use these funds to ensure reimbursement of mileage and cover the costs of keeping appropriate staff members on-call.
 - v. COUNTY may use these funds to provide community outreach and training; including outreach, wellness and suicide prevention tools.
 - vi. COUNTY may use these funds to provide additional access to crisis services for individuals who are uninsured and underinsured, this can include residential crisis bed costs, if not otherwise covered by client's insurance.
 - vii. COUNTY may use these funds to hire, train, increase pay, provide staff incentives, and retention bonuses for staff members who provide direct service or supportive administrative services for the mobile crisis team.

REVISION 2: Clause 3.1, subclauses 3.1.a., "**Compensation**," and 3.1.c., "**Total obligation**," only, are amended as follows:

a. Compensation.

- 1. COUNTY will be paid in accordance with ~~Attachment B~~ **Attachment B-1**, Budget, which is attached and incorporated into this CONTRACT.

\$57,224.00 is CAA MHBG funds and is available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended CAA MHBG funds at the end of FY23 to use through March 14, 2024 subject to STATE approval.

\$249,626.00 is HCBS-FMAP SFY22 and SFY23 funds and is available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended HCBS-FMAP funds at the end of FY23 to use through March 31, 2024 subject to STATE approval.

~~**\$0.00**~~ **\$146,557.00** is HCBS-FMAP ~~SFY24-SFY22~~ funds and is available July 1, 2023 through March 31, 2024.

2. Budget Modification.

- a. COUNTY must obtain STATE written approval before changing any part of the budget.
- b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
- c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed ~~three hundred six thousand eight hundred fifty dollars (\$306,850.00)~~ **four hundred fifty-three thousand four hundred seven dollars (\$453,407.00).**

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By:  _____
9780AF8E93764DF...

Date: 7/14/2023

Grant No: GRK 224658

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): _____

Title: _____

Date: _____

2. COUNTY

Signatory certifies that COUNTY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the COUNTY to the terms of this Agreement. COUNTY and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: Human Services Director

Date: _____

Attachment A-1

WORK PLAN / SCHEDULE OF TASKS AND DELIVERABLES

HCBS-FMAP Work Plan (adults only): The funds must enhance, expand and strengthen HCBS under the Medicaid program to support and staff 24-hour mobile crisis lines and increase capacity to take more calls. These funds must be used to supplement, not supplant, existing state funds expended for Medicaid HCBS.

HCBS FMAP funds will be available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended funds at the end of FY23 to use through March 31, 2024 subject to STATE approval. The following tasks and deliverables are applicable through the contract period and only apply to HCBS FMAP funds.

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	Adding a mental health practitioner with specific knowledge in Substance Use Disorder (SUD) and creating a new space in which individuals can have access to crisis services, mental health outpatient services and SUD services will simplify access for individuals in need.	Becker County, White Earth Nation and Stellher Human Services crisis coordinators	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	Increased pay for Mental Health Professionals, Practitioners, Peer Support Specialists, Licensed Alcohol and Drug Counselors will improve staff retention and allow the program to be competitive with wages ultimately decreasing turnover.	Becker County, White Earth Nation and Stellher Crisis Coordinators.	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	Shift incentives, retention bonus's office supplies, computers and marketing have no other funding source. The office space is new space not existing. This space will be available for crisis team members to conduct assessment and refer for immediate services to SUD treatment and outpatient mental supports. Space could also be used for meeting with individuals during the 12 day stabilization.	Becker County, White Earth Nation and Stellher Crisis Coordinators	June 30, 2023 with continuation to 3/31/24, with STATE approval

FY22 Funds: Available from July 1, 2023-March 31, 2024

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
<p>Describe how these funds will enhance, expand and strengthen access to crisis services.</p>	<p>"Person Centered Trainer Training; This training hasn't been in person to staff since 2018; crisis providers strongly support and embody this perspective as an organization and believe building it in permanently into staff's ability to continuously provide the training will enhance the services our clients receive. Crisis Intervention Team Training: This training teaches a community-based approach to improve relationships between law enforcement, mental health providers, hospital emergency services and individuals experiencing a mental health crisis and their families. Postvention Training; This strengthens both our crisis team's and our community partners' teamwork and effective communication after a suicide or traumatic death to increase awareness and access to crisis services. Add 1 Full Time Employee; - Having more staff that can answer and respond to crisis calls strengthens access by decreasing wait times and burnout on existing staff. Cell Phone - Needed for new employee to be able to respond to crisis calls. Salary Increases; Staff Retention - Consistent, experienced staffing leads to a more positive experience increasing likelihood of crisis being used again when appropriate. Crisis Practitioner (1)- (Increase of \$2.50/hr. weekdays) (Increase of \$9.59/hr. weekends). -Crisis Practitioner (2) - (Increase of \$4.75/hr./weekday) (Increase of \$8.75/hr./weekend). MH Professional (1) (Increase of \$8.75/hr./weekday) (Increase of \$13.75/hr./weekend) Purchase advertising materials - brochures, business cards, magnets, pens, table covers- To hand out to community members to get the word out/advertise about our mobile crisis service. Intervention Tools - fidgets, journals, coloring books, colored pencils, markers, games, and puzzles. These items are often used during a crisis to increase engagement, for distraction and use of coping skills. Locked Boxes - To be used to secure medications or sharp objects away from person experiencing suicidal or homicidal thoughts. Transportation - \$25 gas cards to give to family members who are willing to transport individual in mental health crisis to hospital post crisis response for mental health follow up and appointments but do not have the financial means to do so.</p>	<p>Crisis Coordinators//White Earth Nation</p>	<p>Person Centered Training - 12/1/2023. Crisis Intervention Team Training - 3/1/2024. Postvention Training - 3/1/2024. Full-time Position - 9/1/2023. Purchase of Cell Phone 9/1/2023.Wage Increases -8/1/2023. Advertising Materials - 10/1/2023. Intervention Tools 10/1/2023. Transportation - gas cards - 10/1/2023</p>
<p>Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.</p>	<p>'Person Centered Trainer Training; will improve the services provided by helping to increase confidence of staff resulting in decreased burnout and turnover, ultimately improving staffing and improved access. Crisis Intervention Team Training: this training gives those responding to crisis situations the tools to do their job safely, effectively, and efficiently reducing the amount of time spent on calls, reducing the risk for injury while increasing their knowledge about mental illness. Postvention Training; this training will allow both the crisis team and community partners to create aligned protocols on how to respond to a suicide in the community appropriately, including accessing mobile crisis to address additional crises and prevent contagion effects. Add 1 Full Time Employee; Provides an additional staff member to answer and respond to crisis calls during the day shift decreasing wait times and burnout on existing staff. Cell Phone - allows individuals to connect if in office or in the field. Also, allows access to emergency personnel when in the field. Salary Increases; Better pay encourages staff to stay. Experienced and knowledgeable staff tend to be able to respond to caller's needs faster which allows for increased capacity to take more calls. Advertising Materials: will be used to advertise the service in hopes that individuals will reach out for resources/referrals prior to being in full blown crisis. This would reduce the number of calls of individuals in a full crisis</p>	<p>Crisis Coordinators//White Earth Nation</p>	<p>Person Centered Training - 12/1/2023. Crisis Intervention Team Training - 3/1/2024. Postvention Training - 3/1/2024. Full-time Position - 9/1/2023. Purchase of Cell Phone 9/1/2023.Wage Increases -8/1/2023. Advertising Materials - 10/1/2023. Intervention Tools 10/1/2023. Transportation - gas cards - 10/1/2023</p>

	<p>and the amount of time needed to manage each call allowing for call volume to increase if needed. Intervention tools: encourages faster engagement reducing the length of the interaction which allows for more time to respond to crisis calls. Locked Boxes- To be used to secure medications and sharp objects away from a person who is experiencing suicidal/homicidal thoughts during a crisis to minimize risk of injury to person and responders. Transportation - gas cards - if family members are willing to transport person in crisis to the hospital it frees up the crisis staff and emergency responders to respond to more calls.</p>		
<p>Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.</p>	<p>'Person Centered Trainer Training; will allow us to continuously and sustainably train and coach new and current staff, as well as other providers and Mobile Crisis Responders in the region, on keeping services person and family centered. Crisis Intervention Team Training: this will be offered to crisis staff to attend with other crisis response entities to obtain the tools to support individuals in crisis, safely, effectively, and efficiently while building partnerships. Postvention Training; this will be offered for crisis staff along with community partners to better prepare in the case of a suicide. Add 1 Full Time Employee; Day Shift; An increase in crisis calls has become difficult for staff to keep up with throughout the day. Adding an additional position will give coverage of those hours. Cell Phone; allows for easier access to responder whether in the office or in the field. Also provides safety net when in the field. Salary Increase: Increased salaries encourages staff retention allowing individuals in crisis to receive better support from staff who are experienced and knowledgeable. Advertising Materials: Increases awareness of this service and decreases likelihood of those in crisis going directly to emergency responders. Intervention Tools: to be provided by crisis provider and given to the individual in crisis to distract and to promote engagement with crisis provider. Locked Boxes - To be provided by crisis responders to be used in the field and/or to be given to families to use in home to keep person experiencing suicidal/homicidal thoughts, their family members, and responders safe. Transportation - gas cards - Allows for opportunity for last minute/unplanned trips to access mental health/medical services after a crisis. It also allows person during a crisis to have the support of family while working through process of accessing continued mental health services and supports.</p>	<p>Crisis Coordinators/White Earth Nation</p>	<p>Person Centered Training - 12/1/2023. Crisis Intervention Team Training - 3/1/2024. Postvention Training - 3/1/2024. Full-time Position - 9/1/2023. Purchase of Cell Phone 9/1/2023. Wage Increases -8/1/2023. Advertising Materials - 10/1/2023. Intervention Tools 10/1/2023. Transportation - gas cards - 10/1/2023</p>

CAA MHBG Work Plan (adults and children): The funds are available to provide services to adults and children who are experiencing a mental health crisis exacerbated by COVID-19.

CAA MHBG funds will be available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended CAA MHBG funds at the end of FY23 to use through March 14, 2024 subject to STATE approval.

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	Staff bonus of \$1,000 will be paid to 22 crisis responders who worked the crisis team during covid. This is a retention bonus. On call incentives (\$10 shift) will increase number of crisis staff and strengthen the teams while reducing turnover.	Becker County, White Earth Nation and Stellher Crisis Coordinators	6/30/23
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	Office supplies and laptops will allow team members to efficiently complete reports and documentation allowing more time for direct care and calls. Database update and office supplies etc will allow team members to efficiently complete reports and documentation allowing more time for direct care. Updated database will allow team members from one agency to see the reports and calls that the other agency responded to which will increase response time and continuity of care.	Becker County, White Earth Nation and Stellher Crisis Coordinators	6/30/23
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	Data Base, Incentives, Supplies and retention bonuses are not covered under any other funding source	Becker County, White Earth Nation and Stellher Crisis Coordinators	6/30/23

Attachment B-1

BUDGET SUMMARY		BUDGET SUMMARY		BUDGET SUMMARY		PROJECT TOTAL
HCBS-FMAP SFY22 and SFY23 (07/01/2022-6/30/2023)		HCBS-FMAP SFY22 (07/01/2023-3/31/2024)		MHBG CAA (07/01/2022-6/30/2023)		
CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	
Salaries	\$ 132,976.50	Salaries	\$ 92,824.00	Salaries	\$ 25,200.00	
Fringe Benefits	\$ 31,004.50	Fringe Benefits	\$ 18,533.00	Fringe Benefits	\$ -	
Contracted Services	\$ -	Contracted Services	\$ -	Contracted Services	\$ 20,000.00	
Space Cost (Incl utilities)	\$ 73,020.00	Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ -	
Equipment	\$ 9,625.00	Equipment	\$ 1,680.00	Equipment	\$ 8,612.00	
Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	
Copying	\$ -	Copying	\$ -	Copying	\$ -	
Data Processing	\$ -	Data Processing	\$ -	Data Processing	\$ -	
Communications	\$ -	Communications	\$ 3,500.00	Communications	\$ -	
Instate Travel	\$ -	Instate Travel	\$ -	Instate Travel	\$ -	
Out-of-State Travel	\$ -	Out-of-State Travel	\$ -	Out-of-State Travel	\$ -	
Program Costs	\$ 3,000.00	Program Costs	\$ 2,500.00	Program Costs	\$ 3,412.00	
Evaluation	\$ -	Evaluation	\$ -	Evaluation	\$ -	
Staff Development	\$ -	Staff Development	\$ 25,020.00	Staff Development	\$ -	
Client Transportation	\$ -	Client Transportation	\$ 2,500.00	Client Transportation	\$ -	
Total Direct Costs	\$ 249,626.00	Total Direct Costs	\$ 146,557.00	Total Direct Costs	\$ 57,224.00	
Indirect Cost	\$ -	Indirect Cost	\$ -	Indirect Cost	\$ -	
TOTAL REQUEST	\$ 249,626.00	TOTAL REQUEST	\$ 146,557.00	TOTAL REQUEST	\$ 57,224.00	\$ 453,407.00

BUDGET JUSTIFICATION: HCBS-FMAP SFY23 Funds (07/01/2022-6/30/2023)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget amount
Salaries	Mental Health Professional, 0.25 FTE = \$30/hr x 10hrs x 52 weeks. (15,600) Grant Manager .10FTE = \$40.87/hr x 4hrs x 52 weeks. (8501) Certified Peer Specialist .50FTE = \$17/hr x 20hr x 52 weeks. (17,680) Mental Health Practitioner 1.30 FTE = \$20.38/hr x 52hrs x 52 weeks. (55108) Salaries total (96,889) On Call Shift Incentives = \$25/shift x 1280 shifts per year. (32,000) Retention bonus: 3.6 FTE (Prac/cps) @\$1000; .25 FTE (MHP)@ \$1950. = (4087.5) TOTAL: 132976.5	\$ 132,976.50
Fringe Benefits	Fringe Staff Payroll Taxes and Benefits = Salaries(96889) x 32%. (31,004.5)	\$ 31,004.50
Contracted Services		
Space Cost (Incl utilities)	Rent= 2/3 of office which is \$6318.02/mo x 12 (portion of cost will be covered by this grant. Other non-grant funds will cover costs above what is listed here)	\$ 73,020.00
Equipment	7 computers x \$1,300/computer+ 7 subscriptions x \$75 (MS Office & VIPRE, Procentive).	\$ 9,625.00
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	Marketing = \$3,000 in materials (pens, fair supplies, fliers etc)	\$ 3,000.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		\$ 249,626.00
Indirect Cost		
TOTAL REQUEST		\$ 249,626.00

BUDGET JUSTIFICATION: HCBS-FMAP SFY22 (7/1/23-3/31/24)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget amount
Salaries	1 additional FTE for Willow Tree (daytime) practitioner at \$27/hour x 40/week x 52 weeks = \$56,160 White Earth Nation (WEN)- Crisis Practitioner (1) (Increase of \$2.50/hr. weekdays - \$2.50 X16 hr X 5 days X 13 4 wks = \$2600 (Increase of \$9.59/hr. weekends - \$9.59 X24 hr X 2 days X 13 wks = \$5984.16) (WEN) Crisis Practitioner (2)(Increase of \$4.75/hr./weekday - \$4.75 X 16 hr X 5 days X 13 wks = \$4940) (Increase of \$8.75/hr./weekend - \$8.75 X 24 hr X 2 days X 13 wks = \$5460) (WEN) MH Professional (1) (Increase of \$8.75/hr./weekday - \$8.75 X 16 hr X 5 days X 13 wks = \$ 9100) (Increase of \$13.75/hr./weekend - \$13.75 X 24 hr X 2 days X 13 weeks = \$8580) TOTAL 92,824	\$ 92,824.00
Fringe Benefits	33% of salary to cover paid time off of 1 FTE pract at \$27/hour x 40/week x 52 weeks = \$56,160, health insurance, 401K contribution for additional FTE (Willow Tree Practitioner)	\$ 18,533.00
Contracted Services		
Space Cost (Incl utilities)		
Equipment	Cell phone for 1 staff = 1,200 and Cell service for 1 phone \$40/month X12 = \$480	\$ 1,680.00
Bonds & Insurance		
Copying		
Data Processing		
Communications	Purchase advertising materials -brochures, business cards, stickers, buttons, magnets, pens, table covers	\$3,500
Instate Travel		
Out-of-State Travel		
Program Costs	Intervention tools- fidgets, journals, coloring books, colored pencils, markers, games, and puzzles. These items are often used during a crisis to increase engagement, for distraction and use of coping skills - \$500 year. 100 Locked boxes @ \$20 = \$2000	\$ 2,500.00
Evaluation		
Staff Development	Person Centered Trainer Training - have one staff become a trainer (Total -\$10,000), Crisis Intervention Team, Training; 40 hour training for 10 staff/\$1000 per staff = \$10,000 for training. Lunch per diem for 3 days (lunch is provided on last day) @ \$15/day X 3 days for 10 staff =\$450; Mileage - 100 miles (roundtrip) X 4 days = 400 miles @\$ 0.58 X 10 people = \$2,320 (Total \$12,770) Postvention Training - venue and lunch for 8 hour training for 40 people (\$1500) + trainer travel costs (\$500) + training materials (\$250) =(Total \$2,250).	\$25,020
Client Transportation	Gas Cards - \$25 gas cards X 100 = \$2,500. Family members are often willing to bring individuals to appointments post crisis response and transport to the ER or hospital but do not have the financial ability to do so.	\$ 2,500.00
Total Direct Costs		\$ 146,557.00
Indirect Cost		
TOTAL REQUEST		\$ 146,557.00

BUDGET JUSTIFICATION: MHBG CAA (July 1, 2022- June 30, 2023)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries	Staff Bonus = 22 staff x \$1,000 Staff on call incentives - \$10/shift x 320shifts = \$3,200	\$ 25,200.00
Fringe Benefits		\$ -
Contracted Services	Database management system contracted services \$100/hr x 200 hours = \$20,000	\$ 20,000.00
Space Cost (Incl utilities)		\$ -
Equipment	office supplies eg pens, paper, ink \$4,000. computers 3 at \$1,300/computer \$3,900, peripherals \$712	\$ 8,612.00
Bonds & Insurance		\$ -
Copying		\$ -
Data Processing		\$ -
Communications		\$ -
Instate Travel		\$ -
Out-of-State Travel		\$ -
Program Costs	Staff training 21 staff X \$162.47	\$ 3,412.00
Evaluation		\$ -
Staff Development		\$ -
Client Transportation		\$ -
Total Direct Costs		\$ 57,224.00
Indirect Cost		\$ -
TOTAL REQUEST		\$ 57,224.00



BECKER COUNTY

Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7201

MEMORANDUM FOR ACTION

Date: August 7, 2023

SUBJECT: State of Minnesota/Department of Corrections Income Contract #180452

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. Reference: Resolution _____
2. Discussion: The Minnesota Department of Corrections is offering Becker County a two-year contract for the Institution Community Work Crew (ICWC) that works at the Material Recovery Facility (MRF). They sort the recyclables collected from the community and delivered to the MRF. The crew costs include up to ten (10) inmates and the Crew Leader. The contract will be from September 1, 2020 to August 30, 2021. The Crew works approximately 50 hours per week.
3. Funding: The sale of sorted recyclable materials covers the MRF operational costs. The ICWC Crew cost (Crew Leader and vehicle costs) will be \$101,391.67 for 9/1/2023 - 8/30/2024 and \$104,433.42 for 9/1/2024 – 8/30/2025. Over time rate is \$85/hour. The current contract amount is for \$8,203.21 per month (\$98,414.52 Annually) through August 31, 2021. The crew member reimbursement is an additional amount based on the number of hours worked.
4. Action: Recommend County Board Approval of Resolution _____
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

AMENDMENT #2 COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections ICWC Program

Name of Contractor: Becker County Environmental Services

Current Contract Term: 9/1/2020-8/30/2023 **Project Identification:** 180452

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. Amendment to the Expiration Date of the contract

- a. Proposed New Expiration Date: 8/30/2025
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional two years.*

2. Amend Duties and Cost Amend Duties Only

- a. Describe the amendment: The nature of the services is not changing, this amendment just extends them for another year with a rate increase of 3% each year.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original Agreement (2020): \$95,484.00

Amendment 1 (This amendment): \$101,391.67 *September 1, 2023-August 30, 2024*

Amendment 1 (This amendment): \$104,433.42 *September 1, 2024-August 30, 2025*

3. Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made:

Amendment 1 to SWIFT Contract No. 180452

Contract Effective Date:	<u>September 1, 2020</u>	Total Contract Amount:	<u>\$501,139.29</u>
Original Contract Expiration Date:	<u>August 30, 2021</u>	Original Contract:	<u>\$95,484.00</u>
Current Contract Expiration Date:	<u>August 30, 2023</u>	Previous Amendment(s) Total:	<u>\$199,830.20</u>
Requested Contract Expiration Date:	<u>August 30, 2025</u>	This Amendment:	<u>\$205,825.09</u>

This amendment is by and between the State of Minnesota, acting through its commissioner of corrections, Institution Community Work Crew Program, 1450 Energy Park Drive, St. Paul, Minnesota 55108, ("State"), and Becker County Environmental Services, 835 Lake Avenue, Detroit Lakes, MN 56501 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as 180452 ("Original Contract") that State has developed a vocational and educational program with employment related goals for inmates who desire to voluntarily participate known as the Institution Community Work Crew Affordable House Building Program ("ICWC").
2. The Original Contract is being amended to continue services for an additional year while also increasing the rate at 3% per year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Contract**" is being amended as follows:

1. Term of Contract

- 1.1 **Effective date:** September 1, 2020 , or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** August 30, ~~2023~~ 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "**Payment**" is as follows:

- 4.1 The Purchaser agrees to pay as follows: \$101,391.67 from September 1, 2023-August 30, 2024 and \$104,433.42 from September 1, 2024-August 30, 2025 as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Overtime as requested by the Purchaser and authorized by the District Supervisor will be invoiced at a rate of ~~\$75~~ 85.00 per hour. This is in addition to the base cost for crew services. The Purchaser's share includes time scheduled for trainings, vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.
- 4.2 The Purchaser agrees to pay the State for actual cost of inmate labor in a manner consistent with the pay plan for this program as described in Attachment A (ICWC Program Levels and Pay Plan), which is attached and hereby incorporated as a term of this agreement.

- 4.3 Payment shall be made for the services of the crew leader(s) by the Purchaser to the State in the amount of ~~\$8,203.21~~ \$8449.30 on September 1, 2023 and on a monthly basis thereafter pay the State ~~\$8,203.21~~ \$8,449.30 the first day of each month until August 30, 2024 then ~~\$8,449.31~~ \$8,449.31 on September 1, 2024 and on a monthly basis, thereafter, pay the State ~~\$8,449.30~~ \$8,702.78 the first day of each month until August 30, 2025 the termination of this agreement. Overtime costs will be invoiced at a rate of ~~\$75.85~~.00 per hour. Payment for the cost of the crew leader will be made by the Purchaser after the State's presentation of quarterly invoices no later than the 23rd day following the last day of the billing period.
- 4.4 Payment for the actual cost of inmate wages shall be made by the Purchaser after the State's presentation of monthly invoices no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is ~~\$295,314.20~~ \$501,139.29, overtime costs as invoiced, and the actual cost of inmate wages.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Steve Skoog _____

Signature: _____

Title: County Administrator Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Attachment A

ICWC PROGRAM LEVELS AND PAY PLAN

Note: The duration of each level of the program is independent of the previous level.

Level 1 Trainee is assigned to this level at time of placement.

Duration: 60 days Pay: \$1.00 per hour

Purpose: Orientation and development of Individual Service Plan.

Supervision: Off Grounds with crewleader, STS/ICWC supervisor or other corrections staff as approved by the jail and STS/ICWC supervisor.

Discussion: The ICWC Crew leader will orient trainee and evaluate skills to determine level of competence. An individual service plan will be developed, taking into consideration the trainee's abilities and expectations for future employment and transition to Work Release or Supervised Release into the community. The service plan will include competency development goals, which will guide progress through higher levels. Service plans may include appropriate activities and services as available at the facility and in the community. Jail case management/program staff develops the service plan with input from the crew leader and the offender.

Level 2 Trainee is assigned to this level upon completion of orientation (Level 1).

Duration: Minimum of 90 days Pay \$1.00 per hour 30 days/\$1.25 60 days

Supervision: Off grounds with crewleader or other correctional staff, or with approved/trained escort (i.e. AA sponsor or volunteer) to

attend approved service plan related functions up to two times per week.

Purpose: Initial phases of training and development/implementation of service plan.

Discussion: The ICWC Crew leader will evaluate trainee's work and will provide weekly progress reports to each trainee. When a trainee has met the advancement goals of the service plan and has been at Level 2 for 90 days he may apply for Level 3. Case management staff and the ICWC crew leader will meet to determine the trainee's eligibility for the next level.

Level 3 Trainee is assigned to this level upon successful completion of Level 2.

Duration: 120 days **Pay:** \$1.25 per hour 30 days/\$1.50 90 days

Supervision: Unsupervised leave to attend up to one service plan function per week with approval of host facility staff. (ICWC trainees must be at DOC level 1 minimum custody status to apply for unescorted leave.) This is in addition to the escorted leaves allowed under level 2.

Purpose: Advanced training and development of competence; progression to successful completion of service plan goals.

Discussion: The ICWC Crew leader will evaluate trainee's work and will provide weekly progress reports to each trainee. When a trainee has met the advancement goals of the service plan and has been at Level 3 for 120 days he may apply for Level 4.

Level 4 Trainee is assigned to this level upon successful completion of Level 3 goals.

Duration: Unlimited **Pay:** \$1.50 per hour

Purpose: Advanced training and development of competence; successful completion of service plan goals.

Supervision: Escorted and unescorted leave to attend service plan functions as allowed in previous levels 2 and 3, up to two four-personal leaves per month with approval of host facility, and authorization of the STS/ICWC supervisor. Personal leaves must be highly structured and only allowed when ICWC trainee is within 60 days of transfer to work release or SRD.

Discussion: The ICWC Crew leader will evaluate trainee's work and will provide weekly progress reports to each trainee. Trainee will identify tentative release goals regarding education, employment, housing and aftercare. Work release plans may be part of the service plan at this time. .

RULES RELATING TO THE PAY PLAN

- ◆ **Holiday Pay** - There is no holiday pay for offenders who do not work. Offenders who work a holiday will be paid at their regular rate of pay.
- ◆ **Overtime**
 1. Overtime will not be authorized except in prearranged and/or emergency situations to be determined by STS/ICWC Supervisor.
 2. Overtime will be paid at normal hourly rates.
- ◆ **No Pay Status** - Offenders will always be docked in pay when away from the work area. The basic philosophy is "No work, no pay." Offenders will only be paid for actual time worked.
- ◆ **Medical Lay-In** - Offenders on medical lay-in will be on "no pay" status. Only offenders who sustain a work-related injury will be paid at their regular rate of pay for the remainder of the day of the injury. Subsequent days of lay-in will result in no pay.
- ◆ **Pay reductions** may be considered for participants not working up to their potential as determined by the crew leader. In such cases, the crew leader will consult with the STS/ICWC supervisor prior to recommending a reduction in an offenders pay level.

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

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3. Admin will retain this cover sheet for its files.

Agency: Corrections ICWC ProgramName of Contractor: Becker County Environmental ServicesCurrent Contract Term: 9/1/2020-8/30/2021 Project Identification: 180452

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**1. Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: 8/30/2023
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional two years.*

2. Amend Duties and Cost Amend Duties Only

- a. Describe the amendment: The nature of the services is not changing, this amendment just extends them for another year with a rate increase of 3% each year.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original Agreement: \$95,484.00Amendment 1 (This amendment): \$98,438.52 September 1, 2021-August 30, 2022Amendment 1 (This amendment): \$101,391.68 September 1, 2022-August 30, 2023**3. Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 1 to SWIFT Contract No. 180452

Contract Effective Date:	<u>September 1, 2020</u>	Total Contract Amount:	<u>\$295,314.20</u>
Original Contract Expiration Date:	<u>August 30, 2021</u>	Original Contract:	<u>\$95,484.00</u>
Current Contract Expiration Date:	<u>August 30, 2021</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>August 30, 2023</u>	This Amendment:	<u>\$199,830.20</u>

This amendment is by and between the State of Minnesota, acting through its commissioner of corrections, Institution Community Work Crew Program, 1450 Energy Park Drive, St. Paul, Minnesota 55108, ("State"), and Becker County Environmental Services, 835 Lake Avenue, Detroit Lakes, MN 56501 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as 180452 ("Original Contract") that State has developed a vocational and educational program with employment related goals for inmates who desire to voluntarily participate known as the Institution Community Work Crew Affordable House Building Program ("ICWC").
2. The Original Contract is being amended to continue services for an additional year while also increasing the rate at 3% per year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Contract**" is being amended as follows:

1. Term of Contract

- 1.1 **Effective date:** September 1, 2020 , or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
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REVISION 2. Clause 3. "**Payment**" is as follows:

- 4.1 The Purchaser agrees to pay ~~\$95,484.00~~ as follows: 98,438.52 from September 1, 2021-August 30, 2022 and \$101,391.68 from September 1, 2022-August 30, 2023 as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Overtime as requested by the Purchaser and authorized by the District Supervisor will be invoiced at a rate of ~~\$75~~ 85.00 per hour. This is in addition to the base cost for crew services. The Purchaser's share includes time scheduled for trainings, vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.
- 4.2 The Purchaser agrees to pay the State for actual cost of inmate labor in a manner consistent with the pay plan for this program as described in Attachment A (ICWC Program Levels and Pay Plan), which is attached and hereby incorporated as a term of this agreement.

- 4.3 Payment shall be made for the services of the crew leader(s) by the Purchaser to the State in the amount of ~~\$7,957.00~~ 8,203.21 on September 1, 2020 and on a monthly basis thereafter pay the State ~~\$7,957.00~~ 8,203.21 the first day of each month until August 30, 2022 then \$8,449.31 on September 1, 2022 and on a monthly basis, thereafter, pay the State \$8,449.31 the first day of each month until August 30, 2023 the termination of this agreement. Overtime costs will be invoiced at a rate of ~~\$75-85.00~~ per hour. Payment for the cost of the crew leader will be made by the Purchaser after the State's presentation of quarterly invoices no later than the 23rd day following the last day of the billing period.
- 4.4 Payment for the actual cost of inmate wages shall be made by the Purchaser after the State's presentation of monthly invoices no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is ~~\$95,484.00~~, 295,314.20, overtime costs as invoiced, and the actual cost of inmate wages.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: _____
 Signature: _____
 Title: _____ Date: _____
 SWIFT Contract No. _____

3. State Agency

With delegated authority

Print Name: Curtis Shanklin
DocuSigned by:
 Signature: Curtis Shanklin
3449B1EDDB4549A...
 Title: Deputy Commissioner Date: 9/10/2021

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Michael Brethorst
DocuSigned by:
 Signature: Michael Brethorst
0A6165AA96374A7...
 Title: County Administrator Date: 9/10/2021

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Pa Zong Thao
DocuSigned by:
 Signature: Pa Zong Thao
5A76479B1B5340E...
 Title: Contracts Specialist Date: 9/15/2021
 Admin ID: 69245

Attachment A

ICWC PROGRAM LEVELS AND PAY PLAN

Note: The duration of each level of the program is independent of the previous level.

Level 1 Trainee is assigned to this level at time of placement.

Duration: 60 days Pay: \$1.00 per hour

Purpose: Orientation and development of Individual Service Plan.

Supervision: Off Grounds with crewleader, STS/ICWC supervisor or other corrections staff as approved by the jail and STS/ICWC supervisor.

Discussion: The ICWC Crew leader will orient trainee and evaluate skills to determine level of competence. An individual service plan will be developed, taking into consideration the trainee's abilities and expectations for future employment and transition to Work Release or Supervised Release into the community. The service plan will include competency development goals, which will guide progress through higher levels. Service plans may include appropriate activities and services as available at the facility and in the community. Jail case management/program staff develops the service plan with input from the crew leader and the offender.

Level 2 Trainee is assigned to this level upon completion of orientation (Level 1).

Duration: Minimum of 90 days Pay \$1.00 per hour 30 days/\$1.25 60 days

Supervision: Off grounds with crewleader or other correctional staff, or with approved/trained escort (i.e. AA sponsor or volunteer) to

attend approved service plan related functions up to two times per week.

Purpose: Initial phases of training and development/implementation of service plan.

Discussion: The ICWC Crew leader will evaluate trainee's work and will provide weekly progress reports to each trainee. When a trainee has met the advancement goals of the service plan and has been at Level 2 for 90 days he may apply for Level 3. Case management staff and the ICWC crew leader will meet to determine the trainee's eligibility for the next level.

Level 3 Trainee is assigned to this level upon successful completion of Level 2.

Duration: 120 days **Pay:** \$1.25 per hour 30 days/\$1.50 90 days

Supervision: Unsupervised leave to attend up to one service plan function per week with approval of host facility staff. (ICWC trainees must be at DOC level 1 minimum custody status to apply for unescorted leave.) This is in addition to the escorted leaves allowed under level 2.

Purpose: Advanced training and development of competence; progression to successful completion of service plan goals.

Discussion: The ICWC Crew leader will evaluate trainee's work and will provide weekly progress reports to each trainee. When a trainee has met the advancement goals of the service plan and has been at Level 3 for 120 days he may apply for Level 4.

Level 4 Trainee is assigned to this level upon successful completion of Level 3 goals.

Duration: Unlimited **Pay:** \$1.50 per hour

Purpose: Advanced training and development of competence; successful completion of service plan goals.

Supervision: Escorted and unescorted leave to attend service plan functions as allowed in previous levels 2 and 3, up to two four-personal leaves per month with approval of host facility, and authorization of the STS/ICWC supervisor. Personal leaves must be highly structured and only allowed when ICWC trainee is within 60 days of transfer to work release or SRD.

Discussion: The ICWC Crew leader will evaluate trainee's work and will provide weekly progress reports to each trainee. Trainee will identify tentative release goals regarding education, employment, housing and aftercare. Work release plans may be part of the service plan at this time. .

RULES RELATING TO THE PAY PLAN

- ◆ Holiday Pay - There is no holiday pay for offenders who do not work. Offenders who work a holiday will be paid at their regular rate of pay.
- ◆ Overtime
 1. Overtime will not be authorized except in prearranged and/or emergency situations to be determined by STS/ICWC Supervisor.
 2. Overtime will be paid at normal hourly rates.
- ◆ No Pay Status - Offenders will always be docked in pay when away from the work area. The basic philosophy is "No work, no pay." Offenders will only be paid for actual time worked.
- ◆ Medical Lay-In - Offenders on medical lay-in will be on "no pay" status. Only offenders who sustain a work-related injury will be paid at their regular rate of pay for the remainder of the day of the injury. Subsequent days of lay-in will result in no pay.
- ◆ Pay reductions may be considered for participants not working up to their potential as determined by the crew leader. In such cases, the crew leader will consult with the STS/ICWC supervisor prior to recommending a reduction in an offenders pay level.



16A.15-16C.05 Reporting Form

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of Corrections, ICWC Division of Community Services

SWIFT Contract # 180452, Amendment 1 Vendor Name Becker County Environmental

Select ONE (1) of the following:

- Professional/Technical Contract – Submit Two (2) Fully Executed Paper Copies with the contract to OSP
- Professional/Technical Delegated – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- Professional/Technical Annual Plans – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- Acquisitions (Goods and General Services) – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- Grants – Submit an Executed Electronic Copy to Procurement.User@state.mn.us

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION
(Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*

I certify that work has not started as of _____ and **will not begin until this contract is fully executed.**

Person Responsible: _____ Date: _____

II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract or Amendment Amount \$ _____ Obligation Date: _____ (when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature) Date: _____ (3) Agency Head or Formal Delegate Date: _____

(2) Agency Accounting Director Date: _____



III. OBLIGATION INCURRED PRIOR TO CONTRACT EXECUTION (Minn. Stat. § 16C.05, subd. 2)*

Work on this contract started as of September 1, 2021

Nature of Contract/Scope of Work:

Institution Community Work Crew Affordable House Building Program, Becker County contracts with the DOC to take inmates out of facilities and help build homes.

Reason why contract was not fully executed prior to begin date:

Because of the potential state shut down and covid resurgence, this contract will be a few days late. Becker County has received the contract amendment before current contract expiration, but they need to first bring it for board approval.

What corrective action will be taken to prevent the problem from happening in the future?

It is now a reoccurring even on our Outlook calendars

Terry Byrne *Terry Byrne*

Date: 8/31/21

(1) Person Responsible (Printed Name and Signature)

Curtis Shanklin

DocuSigned by:
Curtis Shanklin
3449B1EDDB4549A...

Date: 9/10/2021

(2) Agency Head or Formal Delegate

16A.15-16C Memo, page 2

Minnesota Statutes Section 16A.15, subdivision 3 (emphasis added)

Allotment and encumbrance

(a) A payment may not be made without prior obligation. An obligation may not be incurred against any fund, allotment, or appropriation unless the commissioner [of finance] has certified a sufficient unencumbered balance or the accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet it. . . . An expenditure or obligation authorized or incurred in violation of this chapter is invalid and ineligible for payment until made valid. A payment made in violation of this chapter is illegal. An employee authorizing or making the payment, or taking part in it, and a person receiving any part of the payment, are jointly and severally liable to the state for the amount paid or received. If an employee knowingly incurs an obligation or authorizes or makes an expenditure in violation of this chapter or takes part in the violation, the violation is just cause for the employee's removal by the appointing authority or by the governor if an appointing authority other than the governor fails to do so. A claim presented against an appropriation without prior allotment or encumbrance may be made valid on investment, review, and approval by the commissioner [of finance], if the services, materials, or supplies to be paid for were actually furnished in good faith without collusion and without intent to defraud.

Minnesota Statutes Section 16C.05, subdivision 2 (emphasis added)

Creation and validity of contracts

(a) **A contract is not valid and the state is not bound by it and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on it unless:**

- (1) it has first been executed by the head of the agency or a delegate who is a party to the contract;
- (2) it has been approved by the commissioner [of administration]; and
- (3) the accounting system shows an encumbrance for the amount of the contract liability.

(b) the combined contract and amendments must not exceed five years, unless otherwise provided by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state.

Income Contract No. 180452
(Provided by Department of Administration)

**STATE OF MINNESOTA
INCOME CONTRACT**

This contract is between the State of Minnesota, acting through its commissioner of corrections, Institution Community Work Crew Program, 1450 Energy Park Drive Suite 200 St. Paul, MN 55108 (“State”), and Becker County Environmental Services, 835 Lake Avenue, Detroit Lakes, MN 56501 (“Purchaser”).

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.
2. Pursuant to Minn. Stat. §244.03 the State has developed a vocational and educational program with employment related goals for inmates who desire to voluntarily participate known as the Institution Community Work Crew Affordable House Building Program (“ICWC”).
3. The Purchaser is in need of an ICWC program.
4. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** September 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** August 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State’s Duties

The State will:

- 2.1 Provide one crew leader who will supervise up to 10 offender crewmembers each approximately 40 hours per week, including the hour’s crew leaders spend for daily preparation and communication.
- 2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment, and clothing needed for specific work.
- 2.4 Screen projects to ensure that they meet ICWC guidelines.
- 2.5 Provide a vehicle, tools and equipment for use by the crew leader in performing their assigned tasks. Allow a properly trained staff person designated by the Purchaser and approved by the State, to have access to, and use of a state vehicle, tools and equipment for the purpose of providing additional on the job training and supervision of ICWC crewmembers on their scheduled days off. Additional crew days will be coordinated and scheduled with the state crew leader and the District Supervisor.

3 Purchaser’s Duties

The Purchaser will

- 3.1 Provide a licensed general contractor to direct the work for projects that utilize ICWC labor.
- 3.2 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.3 Assign all work and coordinate material purchases and delivery for projects to be performed by the State.
- 3.4 Hire and coordinate subcontractors utilized in the project.
- 3.5 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.6 Meet with the State as necessary to coordinate training and to provide project information needed by the State in the performance of its duties.

- 3.7 When available, provide a trained staff person to provide additional training and supervision to ICWC crewmembers on their scheduled days off. These crew days will be scheduled in coordination with the state crew leader and District Supervisor.

4 **Payment**

- 4.1 The Purchaser agrees to pay \$95,484.00 as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Overtime as requested by the Purchaser and authorized by the District Supervisor will be invoiced at a rate of \$75.00 per hour. This is in addition to the base cost for crew services. The Purchaser's share includes time scheduled for training; vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.
- 4.2 The Purchaser agrees to pay the State for actual cost of inmate labor in a manner consistent with the pay plan for this program as described in Attachment A (ICWC Program Levels and Pay Plan), which is attached and hereby incorporated as a term of this agreement.
- 4.3 Payment shall be made for the services of the crew leader(s) by the Purchaser to the State in the amount of \$7,957.00 on September 1, 2020 and on a monthly basis thereafter pay the State \$7,957.00 the first day of each month until the termination of this agreement. Overtime costs will be invoiced at a rate of \$75.00 per hour. Payment for the cost of the crew leader will be made by the Purchaser after the State's presentation of quarterly invoices no later than the 23rd day following the last day of the billing period.
- 4.4 Payment for the actual cost of inmate wages shall be made by the Purchaser after the State's presentation of monthly invoices no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$95,484.00, overtime costs as invoiced, and the actual cost of inmate wages.

5 **Authorized Representatives**

The State's Authorized Representative is Terry Byrne, ICWC Program Director, 1450 Energy Park Drive Suite 200 St. Paul, MN 55108 or his successor.

The Purchaser's Authorized Representative is Steve Skoog (steve.skoog@co.becker.mn.us) or his designee/successor, Executive Director, Becker County Environmental Services, 835 Lake Avenue, Detroit Lakes, MN 56501.

6 **Amendments, Waiver, and Contract Complete**

- 6.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 6.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 6.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof. In the event the Purchaser fails to obtain the proper permits, licenses, or special authority for work projects, the Purchaser agrees to indemnify and hold the State, its representatives and employees harmless from any and all claims or causes of action, including attorney fees incurred by the State arising from the performance of that work project.

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue

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

12 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other party.

1. PURCHASER

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

By	<i>Mullin</i>
Title	<i>County Administrator</i>
Date	<i>8-18-20</i>

By	
Title	
Date	

2. STATE AGENCY

With delegated authority

DocuSigned by:

By	<i>Curtis Hankin</i>
Title	3449BTEddb4549A... Deputy Commissioner
Date	8/20/2020

3. Commissioner of Administration

As delegated to Materials Management Division

DocuSigned by:

By	<i>PaZong Thao</i>
Date	5A76479B1B5340E... 8/20/2020

Distribution
DOC Financial Services Unit – Original (fully executed) contract
Purchaser
State’s Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 08-23-2A

State of Minnesota Income Contract No. 180452

WHEREAS, Becker County has a need for workers at the County Recycling Facility to process recyclable commodities and is currently contracting with the State for workers to meet this need.

WHEREAS the State is providing a Department of Corrections inmate work crew and Crew Leader to work at the Recycling Facility through Institution Community Work Crew Affordable House Building Program (ICWC).

WHEREAS, both parties agree to extend this relationship for an additional two years.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Becker County, Minnesota approve the State of Minnesota Income Contract #180452 for the period of September 1st, 2023 to August 30, 2025.

Duly adopted this 15th day of August 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held August 15th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator



BECKER COUNTY

Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7201

MEMORANDUM FOR ACTION

Date: August 7, 2023

SUBJECT: State of Minnesota/Department of Corrections Income Contract #228929

THROUGH: Environmental Services Committee

TO: Becker County Commission

1. Reference: Resolution 08-23-2C STS Contract 228929
2. Discussion: The Minnesota Department of Corrections is offering Becker County a two-year contract for a Sentence to Serve (STS) Crew Leader that can manage a inmate crew of up to 10 inmates. This person will work at the Recycling Facility to manage the ICWC Crew if that Crew Leader is not available (20 hours per week) and to maintain County Parks, Lake Access's, and other projects for the Natural Resources Management Department (20 hours per week). The contract amount includes all Crew Leader wage costs and to provide a passenger van with related costs to transport the Crew.
3. Funding: The funding will be paid for from:
 - a. Fund 18 (Solid Waste) – 50%
 - b. Fund 71 (Tax Forfeit) – 25%
 - c. Fund 15 (Parks & Rec) – 25%
4. Action: Recommend County Board Approval of Resolution 08-23-2C
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 08-23-2C

State of Minnesota Income Contract No. 228929

WHEREAS, Becker County has a need for workers in the Land Use Department to work at the County Recycling Facility, to maintain County Parks and Lake Accesses, and maintain tax forfeit properties.

WHEREAS the State will provide a Sentence To Serve Crew Leader to supervise an inmate work crew at the Recycling Facility and to maintain County Parks, Lake Accesses, and other projects related to the maintenance of County lands managed by the Land Use Department.

WHEREAS, both parties agree to extend this relationship for an additional two years.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Becker County, Minnesota approve the State of Minnesota Income Contract #228929 for the period of July 1st, 2023 to June 30th, 2025.

Duly adopted this 15th day of August 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held August 15th, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator



State of Minnesota

Income Contract

SWIFT Contract Number: 228929

This Contract is between the State of Minnesota, acting through its commissioner of corrections, Field Services Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 (“State”) and Becker County, whose designated business address is 915 Lake Ave, Detroit Lakes, MN, 56501(“Purchaser”). State and Purchaser may be referred to jointly as “Parties.”

Recitals

1. Under Minn. Stat. § 241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of a Sentencing to Service (STS) program for low risk individuals ordered to perform community work service.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. July 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State’s Duties

The State will:

- 2.1 Provide 1 crew leader(s) who will supervise up to 10 individuals each approximately 40 hours per week, including the hour’s crew leaders spend for daily preparation and communication.
- 2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:
 - a. Total number of individuals served
 - a. Total number of individuals completing STS obligation
 - b. Number of individuals exiting prematurely
 - c. Total number of hours worked by STS

- d. Dollar benefit of STS labor at \$10.00 per hour and/or estimated market value of projects completed
- e. Description of work completed

- 2.3 Divide the work of crews proportionate to funding participation between States’s referred projects and Purchaser’s referred projects, some of which may be performed outside the Purchaser’s jurisdiction.
- 2.4 Train each work crew in safety principles and techniques relevant to the work being done.
- 2.5 Screen projects to ensure that they meet STS guidelines.

3. Payment

- 3.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed the total below as its share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser’s share of the crew leader includes time scheduled for training, vacation, sick leave, and holidays.
- 3.2 Terms of payment: Payment shall be made by the Purchaser to the State. Payments are due on or before dates listed below:

Payment Due	7/30/2023	1/1/2024	7/1/2024	1/1/2025
Amount Due	\$38,813.74	\$38,813.74	\$38,813.74	\$38,813.74

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$155,254.96.

4. Authorized Representative

The State's Authorized Representative is Dan Traun, 1450 Energy Park Drive, STE 200, St. Paul, MN 55108, Phone: 651-361-7120, email dan.traun@state.mn.us or his/her successor or delegate.

DOC Supervisor Liaison is Brian Rubenstein, Detroit Lakes District, 1135 Washington Avenue, Suite 102, , Detroit Lakes, MN, 56501

The Purchaser’s Authorized Representative is Mary Hendrickson, Becker County, 915 Lake Ave, Detroit Lakes, MN, 56501, Phone: 218-846-7311, email mary.hendrickson@co.becker.mn.us, or his/her successor. If the Purchaser’s Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. Liability

Each party agrees that it will be responsible for its own acts and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable laws. The County's liability shall be governed by the provisions of Minn. Stat. 466.04 and other applicable laws. This clause will not be construed to bar any legal remedies the County may have for the State's failure to fulfill its obligation under this Agreement or that the State may have for the County's failure to fulfill its obligations under this Agreement.

7. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

8. Publicity and Endorsement.

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

9. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

10. Governing Law, Jurisdiction, and Venue.

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

11. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Purchaser

Print Name:

Signature:

Title: _____

Date: _____

SWIFT Contract No.

2. State Agency

With delegated authority

Print Name:

Signature:

Title: _____

Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name:

Signature:

Title: _____

Date: _____

Admin ID:

Capital Improvement Expenditure Request Form



Date Requested: 8/9/2023

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST: This electric pallet jack would replace a manual pallet jack that is currently used. It is needed because staff have trouble moving a loaded pallet with the manual jack, this will allow staff to move palletted boxes/barrels more safely and efficiently until a shipment is scheduled. Four quotes were reviewed for this model pallet jack, they were:

- | | |
|------------------------------------|---------------------------------------|
| 1. Granger – Big Joe, Unit WPT45 | \$5730.30 plus shipping & tax |
| 2. Uline - | \$6,517.25 (includes shipping & tax) |
| 3. Global Industrial | \$6,081.72 (including shipping & tax) |
| 4. Big Joe (factory direct) | \$5,685 (plus sales tax) |
- Includes a two year warranty

Purpose/Need: Purchase an electric pallet jack

REQUEST AMOUNT: \$ 5,685 plus applicable sales tax

Savings Achieved (Dollar Amount/Time/ Efficiency): If a forklift is needed at the facility, staff will bring a forklift from the Transfer Station to the HW facility to move palletted hazardous waste. This purchase will reduce the number of forklift trips across the campus and also allow staff to move pallets into the HHW bulking room and the former display area (limited door access and low ceiling) if necessary. Increased volume of ag pesticides and commercial hazardous waste shipped from the facility (fees charged for service) will pay for the machine cost.

Are There Sufficient Funds in Your Budget?

Yes No

Is this included in your department's 5-Year Capital Improvement Plan?

Yes No

Please explain further, if necessary: Staff contacted other facilities that use electric pallet jacks, they recommend this unit because it has larger wheels, good battery life, and a higher weight capacity. Three quotes were received, the low quote included tax and shipping.

Action Taken (If different than request): [Click or tap here to enter text.](#)

Date Request Completed: 8/9/2023

* This form must be completed and sent to the County Administrator for any request of Capital Improvement Purchase.



WPT45

Walkie Pallet Truck

LOW COST MOTORIZED PALLET TRUCK, IDEAL FOR CROWDED LOADING DOCKS, WORK CELLS AND CONGESTED AISLES.

CAPACITY

4500 lbs.

BATTERY

Compartment: 26.37" x 9.1" x open. Anderson 175 Gray—A-11 Minimum battery weight 175 lbs.

SPEED

Variable 0 mph up to 3.5 mph empty
Variable 0 mph up to 3.4 mph loaded

WEIGHT

670 lbs. Chassis Only

TIRES

DRIVE

9" x 3" polyurethane

LOAD

3.25" x 4.5" polyurethane

TILLER ARM CONTROLS

Travel, lift, and lower functions are located in the ergonomic operator handle. All operator controls are accessible without having to lift the hand from the handle.

Angle grips are designed to allow easy operation with either hand. Wrap around guard, reversing switch, thumb control, and horn are standard. Low mounted tiller arm offers excellent operator comfort and minimum steering effort. Gas assisted spring handle gently returns handle to vertical position.

Crawl speed function with steer handle at 5° back-tilt from vertical allows for ease of use in tight areas.

ELECTRICAL

24-Volt ZAPI travel controller with matching drive motor provide high performance throughout the entire speed range. Travel speed remains constant relative to throttle position regardless of load -neutral braking. Separately fused power control circuits, quick disconnect EPD power cut off, hour meter / battery discharge indicator combination gauge and lift lock-out complete the system.



Power configurations and diagnostic features are displayed with a ZAPI handheld console.

HYDRAULICS

Lift cylinder has hard chrome plated rods. Pump unit including motor, solenoid, gear pump, and pressure compensated lowering valve are mounted high in the power compartment for ease of service.

DRIVE UNIT

Vertically mounted drive motor is direct mounted to gear housing. Oil bathed bevel gear drive train with tapered roller bearings transfers power to axle. State of the art optimized gear technology supplies advantages such as minimal envelope circle, zero maintenance, low noise level, high efficiency and high performance.

Electromagnetic brake is mounted on motor armature shaft multiplying the braking power through the transmission. Brake is applied when control arm is in the vertical or horizontal handle position. System features anti-roll back and neutral braking.

FORK ASSEMBLY

Boxed rail fork construction with pallet entry slide allows easy pallet entry by lifting the fork up and over bottom board.

Eight easily accessed grease zerks for ease of maintenance.

ACCESSIBILITY

Removal of two piece power head cover exposes major components for inspection and maintenance.

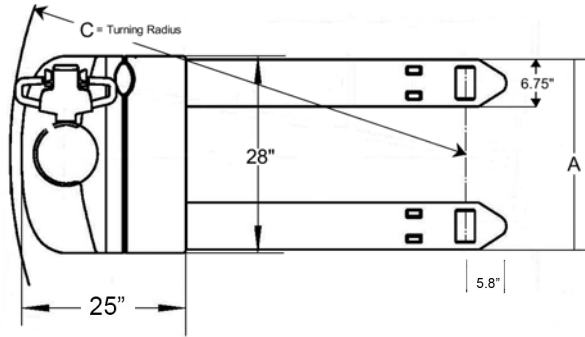
OPTIONAL EQUIPMENT

- Cold Conditioning
- Rubber Lug Drive Tire
- Poly Traction Tire
- Fork Entry Rollers
- Load Back Rest - 48"
- Stability Casters
- 8.1" Battery Compartment

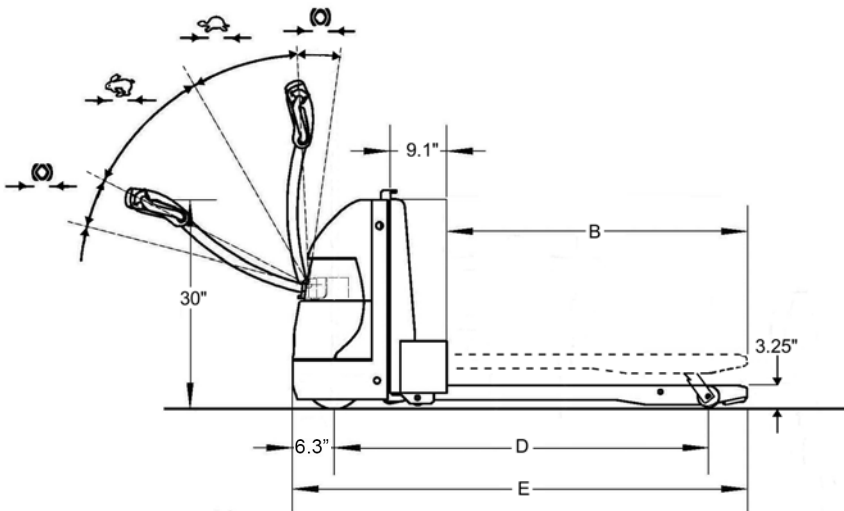
Model - WPT45S only available with 27 x 48 fork dimension



OUR METER BDI AND KEY STANDARD



ERGONOMIC OPERATOR'S HANDLE



Gradeability	
Without Load	10%
With Load.....	6%
Travel - Variable	
Empty:	0 to 3.5 mph
Loaded:	0 to 3.4 mph
Forks	
Lowered Height:.....	3.25"
Extended Height:	8.00"
Note: WPT45 22" wide fork units include stability casters as standard equipment	

Truck Model	Forks	Actual Fork Width	Actual Fork Length	Turning Radius	Wheelbase	Overall Length	Weight (lbs.)
		A	B	C	D	E	
Fork Dimension: 27" Wide							
WPT 45	27 x 36	27	33.5	54.4	46.4	58.5	875
WPT 45	27 x 48	27	45.5	66.1	58.4	70.5	885
Fork Dimension: 22" Wide							
WPT 45	22 x 36	21.3	33.5	53.8	46.4	58.5	875
WPT 45	22 x 48	21.3	45.5	65.6	58.4	70.5	880

Dimensions listed above are based on 9.1" battery compartment. Stability casters standard on 22" wide models

³ Estimated shipping weight without battery



Big Lift LLC
www.bigjoeforklifts.com
 630-916-2600

Certification
 All units are built to be in compliance with the Occupational Safety & Health Act (OSHA)
 Big Lift LLC will not assume liability for injuries or damage arising from, or caused by, the removal of any safety devices from their vehicles by user. Because of the Big Lift LLC continuing product improvements, specifications are subject to change without notice.

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COUNTY OF BECKER
STATE OF MINNESOTA

ORDINANCE No. 21

ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

THE BECKER COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT

This Ordinance is adopted by the Becker County Board of Commissioners for the purpose of protecting public health and safety by prohibiting the use of Cannabis and cannabis derived products in public places and places of public accommodation within Becker County.

Minnesota Session Law 2023, Chapter 63, effective in relevant part August 1, 2023, establishes that the adult use, possession, and personal growing of cannabis is legal subject to the requirements and restrictions of Minnesota Statutes.

Minnesota Session Law 2023, Chapter 63, Art. 4, section 19, codified as Minn. Stat. 342.0263, subd. 5 authorizes the adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis.

The County intends to be proactive in protecting public health and safety by enacting an ordinance that will mitigate threats presented to the public and public health by the public use of cannabis.

Becker County (hereinafter “the County”) recognizes the risks that unintended access and use of cannabis products and exposure to cannabis and its effects present to the health, welfare, and safety of members of the public and in particular the youth of the County.

SECTION 2. DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

(a) **Adult-use cannabis flower.** “Adult-use cannabis flower” means cannabis flower that is approved for sale by the Minnesota Office of Cannabis Management or is substantially similar to a product approved by the office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp-derived consumer products.

(b) **Adult-use cannabis products.** “Adult-use cannabis products” means a cannabis product that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

(c) **Cannabis flower.** “Cannabis flower” means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

(d) **Cannabis product.** “Cannabis product” means any of the following:

- (1) cannabis concentrate;

(2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or

(3) any other product that contains cannabis concentrate.

(e) Hemp derived consumer products.

(1) “Hemp derived consumer products” means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:

(i) contains or consists of hemp plant parts; or

(ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

(2) Hemp-derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

(f) Lower-potency hemp edible. A “lower-potency hemp edible” means any product that:

(1) is intended to be eaten or consumed as a beverage by humans;

(2) contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;

(3) is not a drug;

(4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabivarin, or any combination of those cannabinoids that does not exceed the identified amounts;

(5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;

(6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;

(7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and

(8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

(g) Public place. A “public place” means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.

(h) Place of public accommodation. “Place of public accommodation” means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.”

(i) Exceptions to the definition of public place or place of public accommodation.

“A public place” or “a place of public accommodation” does not include the following:

- (1) a private residence, including the individual’s curtilage or yard.
- (2) a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
- (3) on the premises of an establishment or event licensed to permit on-site consumption.

(j) **Smoking.** “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SECTION 3. PROHIBITED ACTS

Subd. 1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products.

Subd. 2. No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor.

SECTION 4. PENALTY

Subd. 1. Criminal Penalty. A violation of this ordinance shall be a petty misdemeanor punishable by a fine of up to \$300. Nothing in this ordinance shall prohibit the United States, the State of Minnesota, or the County from investigating or prosecuting any other activity that is a crime under any other federal or state statute or county ordinance.

Subd.2. An alleged violation or violation of this ordinance may be investigated by a peace officer as defined in Minn. Stat. 626.84, Subd. 1. Any alleged violation or violation of this ordinance shall be prosecuted by the Office of the Becker County Attorney.

SECTION 5. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect any other section or provision that can be given force and effect without the invalidated section or provision.

SECTION 6. EFFECTIVE DATE

This ordinance shall be in full force and effect immediately from and after its passage and publication as required by law.

ADOPTED by the _____ County Board of Commissioners this _____ day of _____, 2023.

_____ County Board Chair

Attest: _____
_____ County _____

TV Armor, LLC
 365 Faraday Avenue
 Jackson, NJ 08527

Quote

Phone: 800-890-0073
 Fax: 732-414-2067



Date	Quote #
7/18/2023	7340

Name / Address

Becker County Sheriff's Office
 925 Lake Ave
 Detroit Lakes, MN 56501

www.tv-armor.com

TV Armor is a woman owned small business. Our products are made in the USA.

Ship To

Becker County Sheriff's Office
 925 Lake Ave
 Detroit Lakes, MN 56501

Email	Rep	Terms
timothy.johnston@co.becker.mn		Net 30

Description	Qty	U/M	Cost	Total
Custom 32" Detention TV Enclosure made of 6063-T5 black anodized aluminum 1/8" thick, 1/4" thick polycarbonate front panel held in place with Pin-in-Torx sheet metal screws, and optional anti-ligature sloped top. ***Detention Enclosure have a fixed depth of 6"D - TV and wall mount must not exceed 5.75" in combined depth to fit inside*** TV make and model TBD Wall mount make and model TBD MSRP: \$915.00 per unit - bulk discount applied **Must order minimum of four units for bulk disocunt to remain applicable** Shipping via freight	5	ea	777.75	3,888.75
			493.37	493.37

All Enclosures are Custom made to the requirement and are NOT RETURNABLE. Final Size confirmation via email IS REQUIRED PRIOR to any products being produced.

This quote is valid for 30 days. Total USD \$4,382.12

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION #08-23-2D

**2023 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT**

WHEREAS, there is a need for a Boat & Water Safety Program in Becker County; and

WHEREAS, the Sheriff of each county is required to carry out the provisions of Chapter 86B and the Boat & Water Safety rules; and

WHEREAS, in connection with the Sheriff’s duties equipment is necessary and additional equipment is necessary to provide said provisions; and

WHEREAS, if the federal equipment grant is fully awarded to include the purchase of a Sea Born LX22 patrol boat, the County will commit to allocating \$20,000.00 toward said purchase of said patrol boat.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve the Grant Agreement and authorize the Board Chair and the Becker County Administrator to sign on behalf of the County for an expenditure of up to \$20,000.00 for said equipment, as stated in the grant application. Terms of this agreement are from February 1, 2024 through August 1, 2024.

Duly adopted this 15th day of August 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman _____
Pat Oman
County Administrator

/s/ Barry Nelson _____
Barry Nelson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held August 15, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Closed Session – Motion to close the meeting pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold 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.