



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, January 16, 2024 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #:763-496-5929 - Conference I.D.: 720 301 335#

- 8:15 Call the Board Meeting to Order: Board Chair Okeson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of January 2, 2024 5
 3. Minutes of December 22, 2023 Special Meeting 10
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 Days 11
 2. Claims Human Services, Public Health, and Transit
 3. 2024 Designate Banks and Signatories 13
 4. Human Services - Contracts/Agreements
 - a) 2024 Stellher Contract 14
 - b) DHS CMH Respite Contract 24
 - c) Department Affiliation Agreement 34
 5. Human Services - Becker County Opioid Advisory Council RFP Recommendations 41
 6. Information Technology - Network Renewal CISCO 42
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) EDA Appointments - Districts 1 and 5
 - b) Wild Rice Watershed Manager Appointment 43
 4. 2024 Committee Assignments 44
- 8:55 County Administrator
1. Report 46
 2. Becker County Museum Annual Report 2023 47
 3. Karen Pifher - CornerStone Community & Youth Center
 4. Legislative Platform
 5. National Center for Public Lands Counties 50
 6. Classification and Compensation Study
- 9:20 Probation

1. MN DOC – Juvenile Caseload and Supervision Practices assist with cost savings for Becker County in 2023.

9:35 Break

9:40 Auditor-Treasurer

1. License List

9:45 Land Use/Environmental Services

1. 2025 Tree Seedling Bid 54
2. Resolution 01-24-2A - Deed Restriction - Dutton Locks 57
3. Walking Floor Trailer Upgrades 65
4. Capital Purchase Request - Walking Floor Trailer 68

9:50 Sheriff

1. Purchase Requests
 - a) Install Lights on Airboat (Boat & Water Grant) 69
 - b) Two Portable Radios (Public Safety Aid) 70
 - c) Accurate Controls Agreement (Public Safety Aid) 71
2. Resolution 01-24-2B - K9 Grant 80
3. Information Only
 - a) PREA Audit 85
 - b) MN POST Board Audit 92
4. Ceremonial Oath : Deputy Eugene Clark 94

10:10 Highway

1. Resolution 01-24-2C - CSAH 7 & 80 Grant Request 95
2. Resolution 01-24-2D - City of Frazee Grant Request Support 96
3. Purchase Request - Brush Hog/Forestry Head for Skid Steer 97
4. Purchase Request - Base One Stabilizer Product 104
5. Purchase Request - Pickup 106
6. Disposal Request - Snowblower 107

10:25 Planning & Zoning

1. Comprehensive Plan Update

Adjourn



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Adjourn

BOARD MEETING AS POSTED
BECKER COUNTY BOARD OF COMMISSIONERS
DATE: TUESDAY, January 2, 2024, at 8:15 am
LOCATION: Board Room, Courthouse

Call the Board Business Meeting to Order: County Administrator Pat Oman

1. Pledge of Allegiance

Election of Board Chair for 202

1. Nelson nominates Okeson.
2. Motion and second to elect John Okeson Board Chair (Meyer, Vareberg) carried.

New Board Chair calls for Nominations for Vice-Chair 2024

1. Jepson nominates Meyer.
2. Motion and second to elect David Meyer Vice-Board Chair (Jepson, Nelson) carried.

2024 Committee Assignments

1. Motion and second to continue with 2023 assignments until the next board meeting on January 16 and adding Commissioner Meyer to the Lakes Country Service Co-Op (Nelson, Meyer) carried.
2. Motion and second to approve AMC Delegates (Jepson, Meyer) carried.

Regular Business

1. Agenda Confirmation – Motion and second to approve agenda as presented (Jepson, Nelson) carried.
2. Minutes – Moved and seconded to approve minutes of December 19, 2023, with the requested changes (Nelson, Meyer) carried.
3. Motion and second to approve the Consent Agenda with the correction to the claims to show 2023 AMC Annual Conference (Nelson, Jepson) carried.
4. Motion and second to table the County Administrator's Performance Review until February 6 meeting amended to call for a meeting earlier if needed (Nelson, Jepson) carried. Roll call vote called by Commissioner Okeson: Nelson – In favor, Jepson – In favor, Meyer – In favor, Okeson – Opposed, Vareberg – Opposed.

Commissioners:

1. Open Forum.
 - Duane Erickson – Becker County Wild Rice Watershed District Appointee – Term up in April.
 - Joe Stenger – Support for Pat Oman.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – EDA.
 - Commissioner Nelson – Comp Study.
 - Commissioner Okeson – Prairie Lakes Municipal Solid Waste Authority.
 - Commissioner Meyer – Transit update.
 - Commissioner Vareberg – Comp Study.
3. Appointments:
 - Motion and second to appoint Tony Nistler to the Cormorant Lakes Watershed District (Nelson, Meyer) carried.

County Administrator: presented by Pat Oman

1. CHIP Contract: Motion and second to approve contracts in the amount of \$3,000 per month for Beth Walker and Joshua Haugen, and \$3,200 per month for Timothy Dodd (Nelson, Meyer) carried.
2. Coroner contract is still in the process of being finalized.
3. Becker County Groundwater Atlas – presented by Scott Pearson – MN DNR. Plans to set up a workshop in the coming months.
4. Classification and Compensation Study – presented by Tessa Melvin with DDA.
 - Showed 4 options for implementation. Will send out more information for Options 1 and 2.

Auditor – Treasurer: presented by Mary Hendrickson

1. Motion and second to approve Resolution 01-24-1A – 2024 Publications Bid Option 1 (Jepson, Nelson) carried.
2. Motion and second to approve Resolution 01-24-1B – Charitable Gambling for Blue Ribbon Charities at Roadhouse on July 13, 2024 in Cormorant Twp (Nelson, Jepson) carried.

3. Motion and second to approve Resolution 01-24-1D – Charitable Gambling for Blue Ribbon Charities at Roadhouse on December 7, 2024 in Cormorant Twp (Meyer, Nelson) carried.

Probation: presented by Brian Rubenstein

1. Motion and second to approve Resolution 01-24-1E – Transfer Becker County Probation support services to State of Minnesota, Department of Corrections (MN DOC), pursuant to MN Statute 244.19 subd 5a. (Nelson, Meyer) carried.

EDA: presented by Cody Piper

1. Motion and second to approve the Housing Management Contract with MMCDC (Midwest Minnesota Community Development Corporation) (Jepson, Vareberg) carried.

Veterans Services: presented by Matt Erickson.

1. Motion and second to approve Resolution 01-24-1F – Accept donation from Damien Society of 100 Becker County Transit Tokens (Nelson, Meyer) carried.

Human Services – Presented by Christy Ramsey.

1. Motion and second to authorize the Human Services committee to move forward with purchasing a vehicle using 2023 Human Services budget savings (Nelson, Meyer) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 01-24-1C – Annual Advertising for Highway Construction Projects (Jepson, Vareberg) carried.
2. Motion and second to approve Resolution 01-24-1H - DNR Amendment to Heartland Trail (Vareberg, Okeson) carried.
3. Discussion – Heartland Trail Update/Easement.
 - Working to acquire an easement.
 - Review options at a later board meeting.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 01-24-1G – 2024 Supplemental Boating Safety Equipment Grant in the amount of \$66,198 to purchase a 22' Seaborn Boat (Meyer, Jepson) carried.

Planning and Zoning: presented by Kyle Vareberg.

1. Comprehensive Plan Update

- Motion and second to approve a GIS Layer Investment up to \$3,174 (Jepson, Vareberg) carried.
- Adding Becker County Public Lake Access Map online.
- A little over 500 surveys were filled out.
- Workshop is January 9.

2. Planning Commission Recommendation 12/20/2023

- Motion and second to approve the St. Claire Family Revocable Trust – Request a Condition Use Permit for retail sales in concurrence with the Planning Commission recommendation (Jepson, Nelson) carried.
- Kohl and Sarah Skalin – Request a Change of Zone from Agricultural to Residential.
 - Kohl Skalin – Applicant – For potential use in the future.
 - Jeff Lewis – Opposes change of zone.
 - Don Skarie – Opposes – should have a plan.
 - Richard Grossman – Adjacent property owner – opposes.
 - Motion and second to approve the change of zone from agricultural to residential in concurrence with the Planning Commission recommendation (Vareberg, Jepson) carried.
- Eric and Alissa Hoban – Request a Change of Zone from Agricultural to Residential.
 - Eric Hoban – Applicant.
 - Opposition is the same as the Skalin application.
 - Motion and second to approve the change of zone from agricultural to residential in concurrence with the Planning Commission recommendation (Vareberg, Jepson) carried.

Being no further business, Chair Okeson adjourned the meeting at 10:51 am.

/s/ _____

Pat Oman
County Administrator

/s/ _____

John Okeson
Board Chair

DRAFT

BECKER COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING

DATE: FRIDAY, December 22, 2023, AT 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda:

1. Motion and second to authorize the Sheriff to utilize the MDH ELS COVID Grant Funds up to \$18,290.25 (Jepson, Meyer) carried.
2. Discussion with Tessia Melvin with DDA regarding the Classification and Compensation Study.

Being no further business, Chair Nelson adjourned the meeting at 9:20 am.

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Friday, January 12, 2024 at 8:30 AM

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

Administrator

1. Report
2. National Center for Public Lands Counties

Auditor-Treasurer

1. Claims
2. Memo to Designate Banks and Signatories

Human Services

1. Claims Human Services, Public Health, and Transit
2. Contracts/ Agreements
 - a) 2024 Stellher Contract
 - b) DHS CMH Respite Contract
3. Becker County Opioid Advisory Council RFP Recommendations

Human Resources

1. Classification and Compensation Study

Maintenance

1. Out of State Maintenance Training

Information Technology

1. Network Renewal CISCO

Land Use/Environmental Services

1. 2025 Tree Seedling Bid
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Sheriff

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5. Purchase Request - Pickup
6. Disposal Request - Snowblower

Adjourn



BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

MEMORANDUM FOR ACTION

Date: January 5, 2024

SUBJECT: Designated Banks and Signatories

TO: Becker County Board of Commissioners

1. Per Minnesota Statute 118A.02 the County Board approves the designated banks Becker County uses and delegates the authority for investments.
2. American National Bank, Bremer Bank NA, Community Development Bank of Ogema, Midwest Bank, PFM Asset Management LLC, Raymond James, State Bank of Lake Park, United Community Bank of Frazee, Wells Fargo Advisors
3. The designated signatories are:

Becker County Auditor-Treasurer Mary E Hendrickson
Becker County Deputy Auditor-Treasurer Tanya D Hockett
4. The purpose of this memo is to request a motion to reaffirm the depositories and signatories for Becker County per MS 118A.02.
5. Point of Contact for this memorandum is Mary E. Hendrickson, Auditor-Treasurer

Distribution: Board of Commissioners, County Administrator

**PURCHASE OF SERVICE AGREEMENT
BECKER COUNTY and STELLHER HUMAN SERVICES**

THIS AGREEMENT, by and between Becker County Human Services, hereinafter referred to as the “Board”, and **Stellher Human Services, Inc**, hereafter referred to as “Provider”, is for the period from **January 1, 2024, to December 31, 2024.**

WITNESSETH

WHEREAS, the Board must provide or contract for sufficient family community support services within the county to meet the needs of children with serious emotional disturbance residing within the county and the child’s family (M.S.245.4884); and

WHEREAS, the Board shall develop and coordinate a system of affordable and locally available adult mental health services and prudently administer grant and purchase-of-service contracts that the Board determines are necessary to fulfill its responsibilities under M.S.245.461 to 235.486; and

WHEREAS, the Board must provide (M.S. 245.4712) or contract for sufficient community support services and mental health case management within the county to meet the needs of adults with serious and persistent mental illness who are residents of the county; and

WHEREAS, the Provider is duly qualified and willing to perform such services; and

WHEREAS, the Provider is certified by the Minnesota Department of Human Services to provide mental health services under the supervision of licensed mental health professionals as defined by M.S.245.462 Subd. 4a and 18 and 245.4871 Subd. 7 and 27, adult crisis services as defined by M.S.256.B0624, and children’s crisis response services as defined by M.S.256.B0944; and

NOW, THEREFORE, the Board and the Provider agree to the following:

1. Services to be Purchased :

The Board agrees to purchase, and the Provider agrees to furnish the following services as specified by Becker County Human Services.

- a. Mobile crisis response services for children and adults experiencing a mental health crisis or emergency. The Provider will make these services available 24 hours a day 7 days a week 365 days per year (24/7/365). Telephone intake for the mobile crisis response program 24 hours a day 7 days a week 365 days per year (24/7/365).
- b. Crisis stabilization services for adults. The provider will make these services available 24 hours a day 7 days a week 365 days per year (24/7/365). The provider is responsible for all operating and employee expenses to run the program.

2. Cost and Delivery of Purchased Services:

- a. The Provider shall provide such services and the Board shall pay for such services according to this contract.

Mobile Crisis Response	\$ 364,377
Willow Tree	<u>\$ 253,020</u>
Total	\$ 617,397

- b. The Provider certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment, which do not exceed the amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment do not reflect any administrative costs assignable to private pay or third-party pay service recipients.
- c. Purchased services will be provided at locations and on an individual family basis to provide program outreach. Rent amounts, if ever needed, are not included in this contract. It is the expectation that free space will be located for group activities.

3. Payment of Purchased Services

- a. The Provider shall bill Minnesota Health Care Programs for services to eligible clients for crisis response services, and crisis stabilization services.
- b. The Federal Medical Assistance Percentage (FMAP) Grant funds, in the amount of \$253,020, must be spent by March 31st, 2024. These funds must be used to enhance, expand, and strengthen existing mobile crisis services. The Provider must submit receipts for all approved expenditures by March 31st, 2024.
- c. Rates of reimbursement that are changed by Statute or regulation to meet legislative Cost of Living Adjustments (COLA) will be increased on the effective date of the change and no amendment or change to this contract will be necessary. The Provider will bill the Board a total of **\$364,377 to be billed monthly in twelve (12) equal parts of \$30,364.75**, to be submitted after the last day of each month January, February, March, April, May, June, July, August, September, October, November, and December for mobile crisis response services, and mobile crisis telephone intake, and crisis stabilization.
- d. The Board will make payment to the Provider within 30 days of receiving the statement.
- e. The Provider will make quarterly revenue reports available for these services to the County at the end of each quarter or by **April 30, 2024, July 31, 2024, October 31, 2024, and January 31, 2025**. The final adjustment or settlement will be complete on or before **January 31, 2025**.
- f. The Board's obligation to make payment hereunder is subject to audit by the Board or its duly authorized designee and said audit shall be the final determination of Board's payment obligation.
- g. The Board shall not be obligated to honor claims for, nor shall Provider claim for any services furnished or costs incurred by Provider that are not specifically provided for hereunder or requested by Board in writing during the term of this Agreement.
- h. The provider acknowledges and agrees that the Minnesota Department of Human Services shall be third party beneficiary; and such is an affected party under this agreement.

4. Eligibility for Services:

- a. The parties understand and agree that the eligibility of the clients to receive the Purchase Services to be determined in accordance with eligibility criteria established by the Board. The parties understand and agree that the Board shall determine preliminary and final client eligibility.
- b. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by Board and approved by the Commissioner of Human Services.

- c. The provider shall not charge any program or service fee to social services eligible clients except in accordance with (4a.) above.
- d. When the Board has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Board shall notify the Provider with five (5) days of the determination. The Board shall notify the client of the proposed termination of services in writing at least then (10) days prior to the proposed Board action and of the client's right to appeal this proposed Board action.
- e. The Provider shall notify the Board and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least ten (10) days prior to the proposed date of discharge or termination of service(s). The Provider shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or wellbeing of other service recipients.
- f. Problems will be resolved between the Provider and the assigned Agency staff person prior to notification of termination of services.

5. Individual Treatment Plan (ITP)

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this agreement shall be in accordance with client's IEP, ITP, and Minnesota Statutes 245.4876, Subd. 3.

6. Audit and Record Disclosures:

- a. Provider shall allow personnel of the Board, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services access to the Provider's records, at reasonable hours, in order to exercise their right to audit Provider's records, monitor the services, and copy pertinent program and fiscal records.
- b. The Provider shall comply with policies of the Department of Human Services regarding staffing standards, compliance with any and all rules or regulations regarding staffing and regular operations of the Center.

7. Safeguard of Client Information:

The use or disclosure by any party of any private information concerning a client in violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13, (Minimum necessary access to protected information). The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the Minnesota Government Data Practices Act (MGDPA) and the Health Insurance Portability and Accountability Act (HIPAA). The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government," see Minnesota Statutes, 13.05, subd. 3; see also, 45 CFR 164.502(b) and 164.514(d), or for any purpose not directly connected with Agency or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d) shall be the Chief Executive Officer.

The Provider agrees to comply with the requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA) passed by Congress in 1996. (Revised 1/21/03)

8. Fair Hearing Appeal:

The provider shall maintain a fair hearing grievance procedure, which shall ensure prompt response to client concerns and shall include right of appeal by the client to the Board. The decision of the Board in any grievance appeal, or the decision of the Commissioner of the Department of Human Services in the event that the Board's decision is appealed, shall be binding on the Provider.

Provider agrees to comply with the Civil Right Act of 1954, Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities, and in rendering of purchased services hereunder on the basis of race, creed, religion, age, sex, disability, marital status, public assistance status, or national origin.

9. Equal Employment:

Administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000e); including Executive Order No. 11246, and Title VI (42USC 2000d); the Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto; Title II of the Americans with Disabilities Action of 1990, as amended; Title IX of the Educational Amendments of 1972; as amended; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

Administer all programs in compliance with the Minnesota Human Rights Act, Public Services, Public Accommodations provisions, all federal, state and local laws, ordinances, rules, regulations and executive orders; comply with all the requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, age, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The County Agency and the Department of Human Services further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties.

The Contracted Provider and/or Vendor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contracted Provider and/or Vendor agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as needed to determine compliance with the nondiscrimination laws.

(When applicable) Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1988). This section shall not apply if the grant is less than \$1,000,000 and the Contractor has employed forty or less full-time employees during the previous 12 months.

10. Indemnity and Insurance:

- a. **INDEMNITY:** The Provider agrees that it will, at all times, defend, indemnify, and hold harmless the Board, its officers and employees against any and all liability, loss, damages, costs, or expenses which the Board, its officers or employees may hereafter sustain, incur, or be required

to pay, arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

- b. **INSURANCE:** At all times during the term of this Agreement, Provider shall have and keep in force a policy of liability insurance in the minimum amount of \$1,500,000 aggregate and \$500,000 for each occurrence. This policy shall contain a contractual liability endorsement covering Provider's indemnity obligation to Board, pursuant to this Agreement.

11. Unavailability of Services:

This Provider certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Provider further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service; and if the services are being purchased from another public agency, the cost reasonably assignable to such service.

12. Maintenance of Effort and Expansion of Services:

The Providers hereby certifies that the federal funds to be used under this Agreement do not in any way replace or supplement state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being provided to individuals of the type included under the Purchase Agreement.

13. Condition of the Parties' Obligations:

- a. It is understood and agreed that in the event the reimbursement by the Board from the State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. Before the termination date specified in the Agreement, the Board may evaluate the performance of the Provider in regard to the terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- c. Any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original Agreement.
- d. In the event of a revision in federal regulations, which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new regulations.
- e. The Provider agrees to cooperate fully with the Board and its designated representatives in the development and implementation of both qualitative and quantitative assessment of Provider's services. Evaluative data collected will be used by the Board in its funding decisions and will be shared with the Provider and community.
- f. The Provider agrees that in any reports, news releases, public service announcements or publications regarding the Provider's program, the Board will be identified as a funding source.
- g. Provider must maintain necessary and sufficient record to meet third party payment requirements regarding documentation of medical necessity
- h. Services will be performed by staff that are professionally qualified in accordance with the Provider's job descriptions and listings of professional qualifications contained in Provider's contact application.
- i. The Provider agrees to maintain certification for Children's Therapeutic Services and Supports as defined by M.S.256.0943.

14. Subcontracting and Assignment

The Provider shall not enter into subcontracts or assignments of any of the work contemplated under this Agreement without written approval of the Board. All subcontracts or assignments shall be subject to the requirements of this contract. The Provider shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.

15. Independent Contractor:

The provider is an independent contractor and not an employee or agent of the Board. No statement contained in this Agreement shall be construed so as to find Provider to be an employee or agent of Board; and Provider, its officers, employees, and agents shall be entitled to none of the rights, privileges, or benefits of Board employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting the Provider, its officers, employees, or agents as the agent, representative or employee of Board for any purpose or in any manner whatsoever.

16. Cancellation, Default and Remedy:

- a. This Agreement shall continue in effect until terminated by either party, with 30 days advance written notice delivered to the other party, served on Director, Stellher Human Services, PO Box 430, Bemidji, MN 56619.
- b. In the event of default by the Provider, the Board may cancel this Agreement immediately by sending written notice of cancellation to Provider at its principal business address, notwithstanding the provisions of Paragraph 1 5a above. The failure of the Provider to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Board.
- c. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.
- d. It is understood and agreed that in the event that funding resources to the Board are reduced, the obligations of each party hereunder may be modified or terminated.
- e. In the event of default by Board, Provider may cancel this Agreement immediately by sending written notice of cancellation to Board at its principal business address, notwithstanding the provisions of Paragraph 15a. above. The failure of the Board to abide by any of the term, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Provider.

17. Extension

This contract may be extended for a period of three (3) months at the option of the County, allowing finalization of a new contract. If the County desires to extend the term of the contract. All terms of this contract will remain in effect pending execution of an addendum, execution of a new contract, or notice of termination as provided under Section 16. If a new contract is executed, all terms of that contract will be retroactive to the first of the year.

18. Single Instrument, Legality:

- a. It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties

relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and Board relating to the subject matter hereof.

- b. The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement that does not violate the above-referenced ruling.

IN WITNESS WHEREOF, Board and Provider agree that this contract is in effect from
January 1, 2024, to December 31st, 2024

BY: _____
Director, Becker County Human Service Agency

DATED: _____

BY: _____
Board Chair, Becker County Board of Commissioners

DATED: _____

BY: _____
Director, Contracting Agency

DATED: _____

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Becker County Attorney

DATED: _____

Stellher Human Services:

This is an agreement for crisis stabilization services at the Willow Tree, mobile crisis teams, and the 24/7 crisis line. Crisis services and Willow Tree are covered under the State of Minnesota Crisis Grant.

Mobile Crisis Response	\$364,377
Adult Crisis Stabilization-Willow Tree	<u>\$253,020</u>
NTE	\$617,397

Contract Changes:

Increase to the contract of \$33,048. The increase is from leftover 2023 FMAP funds that DHS is allowing to roll over into 2024; however, all FMAP funds will need to be spent by 3/31/24 as they will not be allowed to roll into 2025.

Mobile Crisis Response in 2023 was \$290,369

Adult Crisis Stabilization-Willow Tree in 2023 was \$280,500

Termination Requirements:

30 Days Advance Written Notice

Amendment No. 5 for Grant Contract No. 173024

Contract Start Date:	04/01/2020	Original Contract Amount:	\$14,835.00
Original Contract Expiration Date:	06/30/2021	Previous Amendment(s) Total:	\$ 24,553.00
Current Contract Expiration Date:	12/31/2023	This Amendment:	\$9,821.00
Requested Contract Expiration Date:	12/31/2024	Total Contract Amount:	\$ \$49,209.00

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 Human Services, located at 712 Minnesota Avenue, Detroit Lakes, MN 56501, an independent contractor, not an employee of the State of Minnesota (“GRANTEE”)

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 173024 to provide planned and/or emergency children’s mental health Respite Care (RC) services for eligible children and families. Respite Care (RC) program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that additional time, 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 1.2, “**Expiration date**” is amended as follows:

1.2. Expiration date. This CONTRACT is valid through December 31, ~~2023~~, 2024 or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

REVISION 2: Clause 2.a(f.), “Duties,” the additional service periods and due dates are added as follows:

(f.) COUNTY will submit quarterly reports to STATE indicating the number, characteristics, and demographics of youth served by RC as well as the types of services provided. The COUNTY will use the SNAP survey system to report demographic information and outreach to people and organizations from UC. COUNTY will submit quarterly reports to the STATE using the SNAP survey system. Reports will be submitted according to the following schedule:

Service Period	Quarterly Report Due Date
<u>January 1, 2024 – March 31, 2024</u>	<u>April 30, 2024</u>
<u>April 1, 2024 – June 30, 2024</u>	<u>July 31, 2024</u>
<u>July 1, 2024 – September 30, 2024</u>	<u>October 31, 2024</u>
<u>October 1, 2024 – December 31, 2024</u>	<u>January 31, 2025</u>

REVISION 3: Clause 3.1, subclauses 3.1.a., “Compensation,” and 3.1.c., “Total obligation,” only, are amended as follows:

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. Compensation. ~~GRANTEE COUNTY~~ will be paid in accordance with ~~Attachment B "Revised Revenue and Budget" for SFY 2021 and in accordance with "Attachment B-3 B-5, for State Fiscal Years (SFY) 2020 - 2022-2024~~ 2025. The budget attachments indicate total funding available per each SFY. Each SFY Total is applicable to that respective SFY only and any funds unspent during that SFY will be forfeited and not be eligible to be spent in subsequent SFYs.

1. STATE contemplates that the necessary use of services within the CMH Respite Care program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, ~~Grantee~~ Grantee COUNTY is authorized to utilize funds for any

of the BRASS code services identified in Attachment B, Attachment ~~B-3~~ B-5 Budget. An amendment will not be required for shifting funds between line items, as long as GRANTEE COUNTY first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). Grantee COUNTY will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed ~~Thirty nine thousand three hundred eighty eight dollars (\$39,388.00)~~ Forty nine thousand two hundred nine dollars (\$49,209.00). **This total obligation reflects the total dollar amount obligated to COUNTY over the life of the CONTRACT and is subject to the SFY spending limitations indicated in 3.1.a "Compensation."**

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.

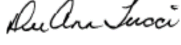
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

By:  _____
9700AF8E93764DF...

Date: 12/28/2023

Grant No: GRK 173024

2. GRANTEE

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

By: _____

Title: Human Services Director

Date: _____

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: _____

Attachment B-5 for SFY 2020-2025

BUDGET SUMMARY: April 1, 2020 to December 31, 2024					
CATEGORY	TOTAL BUDGET FY21	TOTAL BUDGET FY22	TOTAL BUDGET FY23	TOTAL BUDGET FY24	TOTAL BUDGET FY25
Direct Assistance-Transportation					
Direct Assistance-CMH Respite Care	\$ 14,835.00	\$ 9,821.00	\$ 9,821.00	\$ 9,821.00	\$ 4,911.00
Indirect Costs/Administration (up to 10%)	\$0		\$0	\$0	
TOTAL FUNDS	\$ 14,835.00	\$ 9,821.00	\$ 9,821.00	\$ 9,821.00	\$ 4,911.00

BUDGET TOTAL: \$49,209

Attachment B-5 Budget for SFY2021

BUDGET JUSTIFICATION: July 1, 2020 June 30, 2021

CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from respite care activities.	416	\$77 will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	\$ 14,835.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and administration.	489		\$0
TOTAL Budget Fiscal Year 21			\$ 14,835.00

Attachment B-5 Budget for SFY2022

BUDGET JUSTIFICATION: July 1, 2021 to June 30, 2022

CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from respite care activities.	416	\$77 will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	\$ 9,821.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and administration.	489		\$0
TOTAL Budget Fiscal Year 22			\$ 9,821.00

Attachment B-5 Budget for SFY2023

BUDGET JUSTIFICATION: July 1, 2022 to June 30 2023

CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from respite care activities.	416	Will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	\$ 9,821.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and administration.	489		\$0
TOTAL Budget Fiscal Year 23			\$ 9,821.00

Attachment B-5 Budget for SFY2024

BUDGET JUSTIFICATION: July 1, 2023 to June 30, 2024

CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from respite care activities.	416	Will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	\$ 9,821.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and administration.	489		\$0
TOTAL Budget Fiscal Year 24			\$ 9,821.00

Attachment B-5 Budget for SFY2025

BUDGET JUSTIFICATION: July 1, 2024 to December 31, 2024

CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from respite care activities.	416	Will be used to purchase gas cards for clients that need assistance with paying for transportation to and from respite.	
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	The remaining funds will be used to provide traditional respite in a foster home setting or with a relative/family friend OR to purchase services and activities in a nontraditional respite response. This could include memberships to health clubs, bowling leagues, social activities, etc.	\$ 4,911.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as costs for facilities and administration.	489		\$0
TOTAL Budget Fiscal Year 25			\$ 4,911.00

Department Clinical Affiliation Agreement

This AGREEMENT is made by and between the University of North Dakota Department of Social Work (“University” or “UND”) and Becker County Human Services (“Facility”).

WHEREAS, the State of North Dakota, doing business as the University of North Dakota, desires to obtain internships or clinical education experience for its students and

WHEREAS, it is the shared responsibility of the University and the Facility to create and maintain an appropriate learning environment and

WHEREAS, the Facility is committed to the professional education and training of University students and is willing to assist in their education by providing them high-quality internships or clinical education experiences.

NOW THEREFORE, the University and Facility agree as follows:

I. THE UNIVERSITY AGREES:

- 1.1 To be responsible for meeting applicable program accreditation requirements.
- 1.2 To provide information to its students and the Facility that outlines standards of performance and guidelines for the clinical education experience or internship.
- 1.3 To assign appropriate faculty/staff to serve as clinical education or internship liaisons between the Facility and the University.
- 1.4 To provide professional and general liability insurance for its students with limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Professional and general liability coverage for University’s faculty/staff liaisons is provided through the North Dakota state risk management fund, which has limits of \$406,250 per person and \$1,625,000 per occurrence, with no aggregate limit.
- 1.5 To inform students of the confidential nature of all Facility patient and client records, and of their obligations to protect the privacy and security of all protected health information.
- 1.6 To place only students who have satisfactorily completed all required prerequisite courses and any other academic requirements and have been recommended by University faculty for placement in such a clinical education experience or internship. Upon request, University will provide Facility with information regarding the student’s experience and/or academic background prior to placement, as authorized by the student.
- 1.7 To inform the students that they must adhere to the administrative policies and procedures of the Facility.

1.8 To inform the students that they must comply with the health requirements of the Facility and supply the Facility with any required documentation.

1.9 To assure that a criminal background check is completed on all students to be placed with the Facility. Upon request, University shall make available to the Facility a background check report for all student participants, as well as a detailed description of the various components of the University's comprehensive background check process.

1.10 To inform the students that they may be required to undergo a drug test pursuant to the Facility's policies and practices, and that the cost of any drug test will be paid by the student, if not the Facility.

II. THE FACILITY AGREES:

2.1 To collaborate with the University in the selection of learning assignments which meet the educational needs of the students.

2.2 To supervise and instruct the students during the experience. Upon request, the Facility shall provide vitae of persons supervising or instructing students to the University.

2.3 To conduct student performance evaluations as directed by the University.

2.4 To notify the University immediately if a student is not performing satisfactorily. The Facility will follow any oral notice or communication made under this paragraph with a written communication.

2.5 If interns or clinical education students are required by Facility to undergo a drug test, Facility shall provide University with notice and explanation of any positive or unacceptable drug test results. If students are required by Facility to undergo a drug test, Facility shall obtain advance authorization from students permitting Facility to notify and explain to University any positive or unacceptable drug test result.

2.6 To provide the students with appropriate office space, equipment, and resources, including access to the Facility's physical and/or on-line library, to carry out their assigned duties and learning objectives.

2.7 To orient students to the Facility and its conduct and performance policies, procedures, rules, and regulations.

2.8 To supply the University with copies of any policies or procedures with which the students will be expected to comply.

2.9 To notify the University prior to student placement in the Facility of any health and fitness related requirements, including medical insurance coverage, immunization record, physical exam, and/or drug testing.

2.10 To maintain throughout the term of this Agreement all licenses, permits, certificates, and accredited statuses held at the time of execution of this Agreement, which are applicable to performance of this Agreement.

2.11 To maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur.

III. THE UNIVERSITY AND THE FACILITY AGREE:

3.1 That the number of students placed in the Facility, the duration, and the timing of the experience shall be mutually agreed upon.

3.2 To collaborate in identifying specific experience objectives and learning activities for each student placed in the Facility.

3.3 To follow termination procedures outlined in the University's applicable program guidelines or instruction manual in the event a student placement is terminated prior to its intended conclusion.

3.4 That the Facility may exclude from participation any student whose performance is determined to be detrimental to the Facility's clients; who violates established Facility policies, procedures and/or ethics codes; or whose performance is otherwise unsatisfactory, including any student who is unable to maintain compatible working relationships with Facility employees, or whose health status precludes their regular attendance and successful completion of the experience.

3.5 In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, the Facility will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.

3.6 That the University is primarily responsible for the educational program, academic affairs, and the assessment of assigned University students.

3.7 That the University is primarily responsible for the appointment and assignment of faculty members with responsibility for the teaching of assigned University students.

3.8 That the Facility recognizes that, in order for University to maintain accreditation for certain departments/programs, a representative from the applicable accrediting council/organization may need to observe a student providing services under this Agreement.

Facility shall allow the representative access to its facility provided that University, student, and the applicable accrediting council/organization take reasonable steps to ensure appropriate professional conduct related to protected health information and ensures that the representative is held to the same standards of patient privacy rules/expectations as the student and University.

IV. LIABILITY

4.1 Each party shall be responsible for claims, losses, damages, and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

4.2 The tort liability of the University is as set out in chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Nothing herein shall preclude the State of North Dakota from asserting against third parties any defenses to liability it may have under North Dakota law or be construed to create a basis for a claim or suit when none would otherwise exist.

4.3 Facility agrees to inform University in the event either an investigation or claim arises out of patient or client care services performed by a University student and shall provide University with reasonable access to information involving such student in any investigation or claim. Facility shall notify University of the disposition of any such investigation or claim.

V. TERM AND TERMINATION OF AGREEMENT

5.1 This Agreement shall be effective beginning the date of execution by the parties and shall remain in effect for five (5) years from the date of execution. Either party may terminate this Agreement without cause at any time upon 60 days written notice to the other party.

5.2 In the event that the Facility terminates this Agreement, the Facility agrees that no students participating in an ongoing internship or clinical education experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the internship or clinical education experience. In such an event, all applicable provisions of this Agreement, including the right to terminate any student, shall remain in force until the end of the internship or clinical education experience.

5.3 The University may terminate this Agreement effective upon delivery of written notice to the Facility, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

VI. NONDISCRIMINATION

The University and the Facility agree that in the performance of this contract there will be no discrimination in violation of the law or the policies of the University of North Dakota.

Therefore, there will be no discrimination on the basis of race, color, sex, religion, sexual orientation, gender identity, genetic information, age, national origin, the presence of any mental or physical disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a veteran.

VII. APPLICABLE LAW

This Agreement is governed by the laws of the State of North Dakota.

VIII. ASSIGNMENT

Neither party may assign or otherwise transfer or delegate any right or duty, without the express written consent of the other party.

IX. NOTICES

All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

UNIVERSITY:

FACILITY:

University of North Dakota
Bruce Reeves
Director of Field Education
Department of Social Work
225 Centennial Drive, Stop 7135
Grand Forks, ND 58202-7135
University of North Dakota
Dr. Bret Weber
Department Chair
Department of Social Work
225 Centennial Drive, Stop 7135
Grand Forks, ND 58202-7135

[Facility Name/Address]

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

X. MODIFICATION

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

XI. SEVERABILITY

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

XII. MERGER

This Agreement constitutes the entire agreement between the parties. There is no understanding, agreements, or representations, oral or written, not specified within this Agreement.

XIII. CONSIDERATION

Under the terms of this Agreement, neither party is obligated to make any payments of any kind to the other party.

XIV. WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under, or arising from, the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

XV. INDEPENDENT CONTRACTORS

The parties are independent contractors and shall not act as an agent for the other party, nor shall either party be deemed to be an employee of the other party for any purpose whatsoever. Neither of the parties shall have any authority, either express or implied, to enter any agreement, incur any obligations on the other party's behalf, nor commit the other party in any manner whatsoever without the other party's express prior written consent. Any promotional business representation by either party of the other shall be approved in advance.

Remainder left blank intentionally
~Signatures on following page~

AUTHORIZED SIGNATURES

APPROVED FOR:

Becker County Human Services

By: _____ Date: _____
Denise Warren
Becker County Human Services Director

APPROVED FOR:

University of North Dakota
Department of Social Work

By: _____ Date: _____
Maridee Shogren, D.N.P., C.N.M., C.L.C.
Dean, College of Nursing & Professional Disciplines, Clinical Professor

By: _____ Date: _____
Bruce Reeves
Director of Field Education, Department of Social Work

Applicant- Hornets Hive DBA Cornerstone

Proposed Program- Expand opioid prevention strategies through the development of a public education campaign that focuses on affirmative public education using positive community norms across Becker County. Implement a drug take back disposal strategy in Frazee-Vergas, expanding the substance use prevention coalition (GROW Frazee-Vergas), engaging diverse community partners to implement culturally relevant education, expanding youth activities and physical access, working with Frazee-Vergas schools to educate and expand on prevention programs, and expanding access to mental health services and supports for young people.

Proposed funding amount- \$66,000.00

Applicant- Becker County Public Health

Proposed Program- Register Becker County Public Health/Human Services as a Naloxone & Fentanyl test strip access point (free of charge) and establish partnerships with other agencies to become access points in Becker County. Public Health staff to become community Naloxone trainers and offer quarterly community Naloxone training to Becker County residents. Funding media campaigns that focus on prevention and substance use disorder education.

Proposed funding amount- \$35,000.00

Applicant- The Refuge DBA DayStar Recovery Center

Proposed Program- Purchase of a 6-passenger van in attempt to reduce transportation barriers the hinder individuals in rural communities from accessing DayStar's chemical health services. This van would also be utilized for transporting clients to various structured group therapeutic activities conducive to their long-term recovery.

Proposed funding amount- \$30,000.00

Applicant- Detroit Lakes Assembly of God DBA as Emmaus Crossroads

Proposed Program- Provide an after-school program for the high school age individuals of Becker County to gather to do homework, be with others, and be exposed to opportunities for personal development and skill growth. Students who feel like they have a place to belong are less likely to use drugs or struggles with mental health issues. Emmaus Crossroads will be a prevention program and collaborate with Becker County schools and other community partners.

Proposed funding amount- \$170,000.00

Capital Improvement Expenditure Request Form



Date Requested: 1/16/2024

Department: Information Technology

Department Head: Judy Dodd

EXPLANATION OF THE REQUEST

Purpose/Need: Seeking for approval to approve the quotes for the following:

- a. Collaboration Flex Plan licensing with Enterprise On-premises calling in the amount of \$11,700.00.
- b. Cisco Smartnet Hardware support for Firewalls, Phone system gateway devices, and the Malicious Content licenses for Firewalls in the amount of \$23853.26.

Notes - This has been budgeted for. Marco is Becker County's chosen Cisco partner. Marco has gone through extensive training to get certified by Cisco to sell their customers Cisco products. Because they are the chosen partner, with access into the County's Cisco Smart account, they are given the first and biggest advantage from Cisco to provide discounts.

REQUEST AMOUNT: \$ 35,553.26

Savings Achieved (Dollar Amount/Time/ Efficiency):

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: This is a yearly expense for our phone system and firewalls

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

Date Request Completed: 1/8/2024

Memo

TO: Barry Nelson, Becker County Board of Commissioners
Pat Oman, Becker County Administrator

FROM: Stephen Larson, Clay County Administrator

DATE: January 2nd, 2024

RE: Appointment / Reappointment to Wild Rice Watershed District
Board of Managers

Greetings,

Duane Erickson represents Clay County and Becker County on the Wild Rice Watershed Board. His current 3-year term on the watershed board will expire on April 25, 2024. In 2021 Becker County executed a resolution with a recommendation to reappoint Mr. Erickson. The Clay County Board will interview and appoint/reappoint that position on March 12, 2024 at 9:00 a.m.

At this time, we are requesting the Becker County Board provide Clay County with a recommendation for this appointment/reappointment on the WRWD Board by March 6th, 2024.

We appreciate your recommendation.

Thank you.

	A	B	C	D
1	COMMITTEE LIST FOR 2023: By Commissioner	Commissioner 2023	Commissioners 2024	MEETING TIMES
2	Association of MN Counties Indian Affairs Advisory Committee (AMC)	Okeson		On Call
3	AMC Environment & Natural Resoures Policy Committee	Nelson		On Call
4	AMC General Government Policy Committee	Vareberg		On Call
5	AMC Health & Human Services Policy Committee	Jepson		On Call
6	AMC Public Safety Policy Committee	Meyer		On Call
7	AMC Transportation & Infrastructure Policy Committee	Okeson		On Call
8	Becker County Children's Initiative	Vareberg		Quarterly
9	Becker County Extension Service	Nelson/Jepson		Monthly
10	Becker County Fair Board	Vareberg/Meyer	Okeson/Meyer	Monthly
11	Becker County Soil & Water Conservation District	Nelson		Monthly
12	Courthouse Committee	Meyer/Nelson		Monthly
13	Detroit Lakes/Becker County Airport Committee	Okeson		Monthly
14	Development Achievement Center	Meyer		Monthly
15	Ditch Committee	Okeson		On Call
16	Economic Development/Housing Authority	Jepson/Vareberg		Monthly
17	Environmental Affairs Committee	Okeson/Vareberg		Monthly
18	Finance Committee - Chair	Nelson		Bi-Monthly
19	Finance Committee - Vice-Chair	Okeson		Bi-Monthly
20	Heartland Multi-Purpose Recreational Trail	Meyer/Okeson		On Call
21	Highway Committee	Okeson/Vareberg		Monthly
22	Becker County Historical Society	Meyer		Monthly
23	Human Services Committee	Jepson/Meyer	Vareberg/Meyer	Monthly
24	Joint Powers Board of MN Counties	Nelson		Quarterly
25	Juvenile Detention Center (West Central Reg. Juv. Ctr. - WCRJC)	Jepson		Quarterly
26	Labor Negotiating Committee	Meyer/Okeson		On Call
27	Lake Agassiz Regional Library	Nelson		Every other Month
28	Lakeland Mental Health	Nelson		Monthly
29	Law Library Board of Trustees	Okeson		On Call
30	Mahube-OTWA	Jepson		Monthly
31	MCIT Board of Delegates	Meyer		On Call
32	Minnesota Rural Broadband Coalition	Okeson		On Call
33	Minnesota Rural Counties (MRC)	Nelson		On Call
34	Natural Resources Committee	Vareberg/Nelson		Monthly
35	Partnership4Health Board	Meyer/Vareberg		On Call
36	Planning & Zoning (Ex. Offico)	Jepson/Okeson		Monthly
37	Prairie Lakes Municipal Solid Waste Authority (PLMSWA)	Okeson/Vareberg		Monthly
38	Recreational Advisory Committee (RAC)	Okeson/Meyer		Monthly
39	Regional Radio Board (NW Reg. Emergency Communications Board)	Okeson/Jepson		Quarterly
40	Review Board (Band & Grade)	Vareberg/Nelson		On Call
41	Salary Review Board for Dept. Heads & Elected Officials	Nelson/Okeson		On Call
42	Safety Committee	Vareberg		Monthly
43	Sheriff's Committee	Okeson/Nelson	Jepson/Nelson	Monthly
44	Sunnyside	Nelson/Meyer		Every other Month
45	Transit Advisory Committee	Meyer/Okeson		Monthly
46	Watershed Districts Advisory Board: Buffalo/Red	Nelson		On Call
47	Watershed Districts Advisory Board: Cormorant	Nelson		On Call
48	Watershed Districts Advisory Board: Pelican	Okeson		On Call
49	Watershed Districts Advisory Board: Wild Rice	Nelson		On Call
50	West Central Initiative - Economic Development District (EDD) Board	Vareberg		Quarterly
51	West Central/Land of the Dancing Sky Area Agency on Aging	Meyer		Quarterly
52	Zoning Ordinance Review Committee	Jepson/Okeson		On-Call
53	Wild Rice Watershed District - One Watershed One Policy Committee	Nelson		On-Call
54	Ottertail - One Watershed One Policy Committee	Okeson		On-Call
55	Benefits Committee	Nelson/Meyer		Quarterly
56	Crow Wing One Watershed One Policy Committee	Jepson		Quarterly
57	NACO Delegate	Okeson		Quarterly
58	Lakes Country Services Co-op	Meyer	New	Monthly
59	Any and all Board members may serve as alternate members, as needed.			



Association of Minnesota Counties

AMC 2024 POLICY COMMITTEE & VOTING DELEGATE APPOINTMENTS

2024 AMC POLICY COMMITTEE APPOINTMENTS

Counties must appoint at least one commissioner or county official to each of the five AMC policy committees. Individuals may not serve as a voting member on more than one policy committee.

2024 County Board Chair	John Okeson
--------------------------------	-------------

Policy Committee	2024 Policy Committee Member
Environment & Natural Resources Policy Committee	Barry Nelson
General Government Policy Committee	Richard Vareberg
Health & Human Services Policy Committee	Erica Jepson
Public Safety Policy Committee	David Meyer
Transportation & Infrastructure Policy Committee	John Okeson

2024 AMC VOTING DELEGATE APPOINTMENTS

Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2024 in the spaces below. Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.

1	John Okeson - Commissioner	ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS Section 1. Association Delegates Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.
2	David Meyer - Commissioner	
3	Erica Jepson - Commissioner	
4	Barry Nelson - Commissioner	
5	Richard Vareberg - Commissioner	
6	Pat Oman - County Administrator	
7	Carrie Smith - Human Resource Director	
8	Denise Warren - Human Services Director	

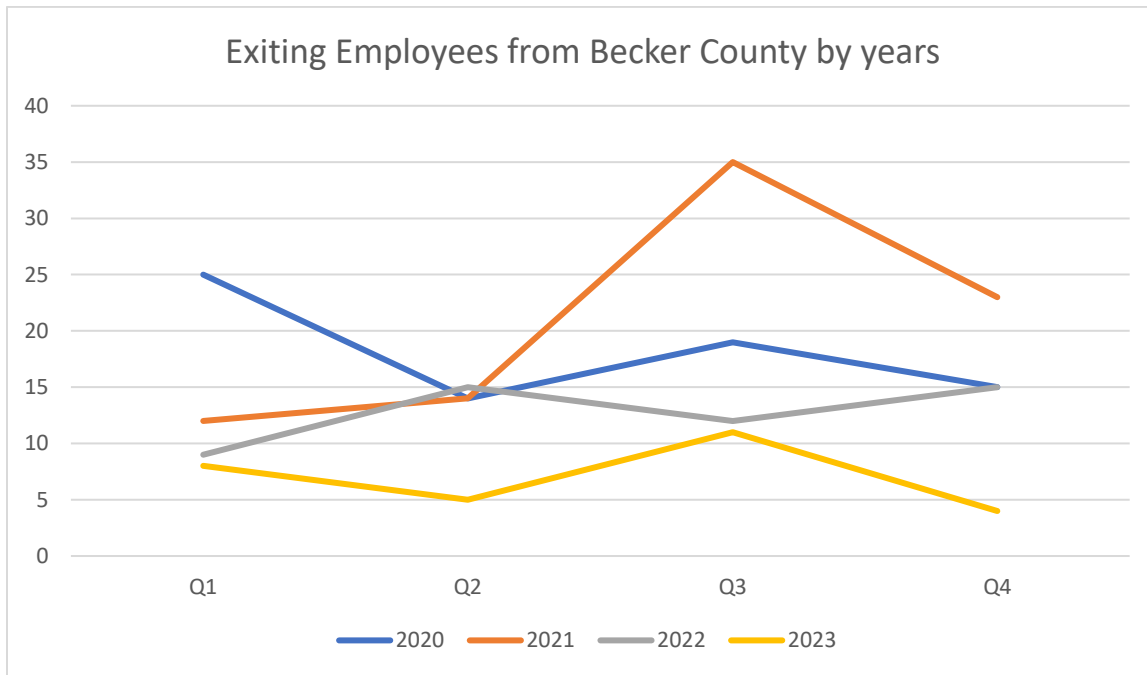
Please enter this information using the [online form linked here](#).

If you have any issues, please contact Matthew Cook via mcook@mncounties.org

Stats on exiting employees' totals

2019: 45
 2020: 52
 2021: 52
 2022: 51
 2023: 28

	Q1	Q2	Q3	Q4
2020	25	14	19	15
2021	12	14	35	23
2022	9	15	12	15
2023	8	5	11	4



State of Minnesota
Department of Employment and Economic Development
Annual Progress Report December 2023
Special Appropriations

1. Grant #: SPAP-20-0009-P-FY21	2. Grantee Name: Becker County
3. Project Title: Becker County Museum	4. Grant Period: 31 December 2023
5. Report for:	6. Period covered from grant award through: 12 / 31 / 2023
7. Total amount of grant reimbursement received to date: \$ <u>1,803,071.50</u>	

SECTION ONE: FINANCIAL REPORT BY ACTIVITY

8. Activity	9. Budget			10. Expenditures		
	SPAP	Required Match	Total	SPAP	Required Match	Total
Predesign	\$ 375,000	\$ 0	\$ 375,000	328,071.50	\$0	328,071.50
Construction	\$1,475,000	\$ 2,053,080	\$ 3,528,080	\$1,475,000	931,332.45	\$2,406,332.45
Equipment	\$ 0	\$ 400,000	\$ 400,000	\$0	106,824.63	\$106,824.63
Total	\$1,850,000	\$ 2,453,080	\$ 4,303,080	1,803,071.50	1,038,157.08	2,841,228.58

This section prepared by (give name, address & phone): Becky Mitchell

714 Summit Ave, Detroit Lakes, MN, 56501

218-847-2938

CERTIFICATION: I certify that, to the best of my knowledge and belief, the information in this section is correct and complete and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

Pat Oman County Administrator [Signature] 12/31/2023
name title signature of financial officer date

Updated 4/30/13

FOR OFFICE USE ONLY:

Date Received 4 Jan 2023 Date Reviewed 4 Jan 2023 Changes Necessary: Yes ___ No X Staff Initials [Signature]

SECTION TWO: PROGRESS REPORT BY ACTIVITY

1. Activity	2. Activity Goal	3. Accomplished this Period
Predesign		complete
Construction	Finish construction/ move into facility	Mostly complete-hvac issues
Equipment	Equipment purchased for operations	Purchased, alternates chosen or held until a later date to complete building.
<p>4. Comments:</p> <p>We are in our new facility. Working through a few remaining punch list items. The largest being the hvac system previously mentioned. Some of our FFE was held or alternates chosen at a lesser cost as our building costs and operating costs (utilities) have been higher than anticipated. As we move closer to being in our facility for a year, we are able to better plan from a budget and programming standpoint.</p>		

SECTION THREE: REQUIREMENTS SPECIFIED IN LEGISLATION

1. Are there any other requirements or specifications that must be accomplished according to the legislation?
We need to move some of the dollars around in the categories. We had already paid much of the predesign by the time bonding was finalized. Still a few FFE items to be purchased but again, holding back for final building completion and some have been held or alternates chosen due to higher utility operating costs than expected.

2. If so, what are they?

Once dollars are moved from Predesign to Construction in the paperwork, final request can be submitted. We have a final payment yet to make on the facility. Waiting on a few HVAC issues to be resolved.

3. Have you accomplished them? We need to wait for spring to ensure the issues are resolved. Final payment being withheld, contractor(s) and architect are so far attentive.

4. To what extent?

5. Additional information/narrative:

6. Are funds being used for Facilities or Real Property? If so please describe and certify by signing below: Facilities



Please remit payment to:
National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
 Phone: 888.407.NACo (6226)
 EIN# 53-0190321

For ACH payments or questions, please contact NACo at membership@naco.org

Bill to:

Becker County
 Attn. Mary Hendrickson
 915 Lake Ave
 Detroit Lakes, MN 56501

Invoice

Date	11/16/2023
Invoice #	202327548
Customer #	27005
Terms	Upon Receipt
Balance	\$1,672.00

Our LockBox address has changed to PO Box 38059

Item	Amount	Total
PLC ASSESMENT FEES	\$1,672.00	\$1,672.00

Thank you for your membership! NACo Membership extends to all elected officials and staff.

Please include your state and membership number with your payment.

We appreciate your partnership.

Total	\$1,672.00
Payments/Credits	\$0.00
Balance Due	\$1,672.00

Want to learn more about making the most of your NACo membership? Contact us at membership@naco.org.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Our LockBox address has changed to PO Box 38059

Customer ID: 27005

Bill to:

Becker County
 Attn. Mary Hendrickson
 915 Lake Ave
 Detroit Lakes, MN 56501

Invoice Number: 202327548

Please remit payment to:
National Association of Counties
PO Box 38059
Baltimore, MD 21297-8059
 Phone: 888.407.NACo (6226)
 EIN# 53-0190321

For ACH payments or questions, please contact NACo at membership@naco.org



Association of Minnesota Counties

April 14, 2023

Pat Oman
Becker County
915 Lake Avenue
Detroit Lakes, MN 56501

Dear Pat:

We are writing to provide your county some information about an exciting opportunity that has been developed by the Boards of Directors of the National Association of Counties (NACo) and the Western Interstate Region (WIR). NACo and WIR have established the National Center for Public Lands Counties to create an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America.

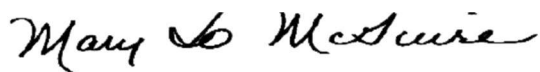
Enclosed you will find a summary of the planned work of the center to use new and traditional media to tell these stories as well as develop detailed, individual research and written county profiles. This document also outlines plans for staffing, governance, and financing of the center.

To finance this endeavor, NACo and WIR are looking for a voluntary investment of \$15 million over the next two years. That amounts to one percent of the recently distributed Local Assistance and Tribal Consistency Fund (LATCF) a flexible, targeted federal investment in public lands counties. We are reaching out to you because Becker County is considered a public lands county for the purposes of distributing LATCF dollars. A contribution equivalent to one percent of the LATCF allocation would amount to a total of \$1,672 for your county over two years.

This new center will be a valuable resource for counties throughout the country. On behalf of AMC, NACo, and WIR we encourage your board to give serious consideration to financial participation in the center. NACo and WIR are hoping to have a sense of how many counties are interested in participating by mid-May. Your board does not need to have acted by then, but please let Ryan Erdmann at AMC know the likelihood of your county's participation (erdmann@mncounties.org or 651-789-4345). If there are questions that are not covered by the enclosed fact sheet, please do not hesitate to reach out to Ryan or to either of us.

Thank you in advance for your consideration.

Sincerely,



Mary Jo McGuire, Ramsey County Commissioner
President, Association of Minnesota Counties
1st Vice President, National Association of Counties



Rich Sve, Lake County Commissioner
Western Interstate Region Board Member

National Center for Public Lands Counties

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and also develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of \$15 million over the next two years is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center's governing body, which will :

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair
- NACo Public Lands Steering Committee Subcommittee Chairs
- Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President's home state

- NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center's governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo's public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

NACo staff contact: Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org

1/16/2024

To: Becker County Board of Commissioners

From: Steve Skoog/Mitch Lundeen, Land Use Department/ NRM

Request: Board motion to award the 2025 Tree Seedling Contract to PRT USA Inc. at \$270.00 per thousand for Red Pine, \$250.00 per thousand for Jack Pine, and \$320.00 per thousand for White Spruce for an estimated contract total of \$27,400.00

Narrative:

Request for bids to produce 100,000 containerized tree seedlings for the 2025 season. Bid opening took place on Tuesday 12/21/2023 at 3:00 pm. Request for Bids were published twice in the paper and vendors were notified. One bid was received.

Summary of Bids Received for 2025 Tree Seedlings

Bidder	Address	\$ per thousand	# of Trees	Total
PRT USA Inc.	4653 Bishop Lake Rd. Howell, MI 48843	\$ 270.00 Red Pine	50,000	100,000 Trees \$27,400.00
		\$ 250.00 Jack Pine	30,000	
		\$320.00 Spruce	20,000	

Recommend awarding the contract to:

PRT USA Inc. for an estimated contract total of \$27,400.00; the sole bid received.

History

	Awarded to	\$ per thousand	# of trees	Total
2024	PRT USA Inc.	\$270 Red Pine 250.00 Jack Pine	60,000 Red Pine 40,000 Jack Pine	100,000 Trees \$26,200.00
2023	PRT USA Inc.	\$ 205.00 Red Pine	35,000 Red Pine	100,000 Trees \$21,325.00
		\$ 190.00 Jack Pine	35,000 Jack Pine	
		\$ 250.00 White Spruce	30,000 White Spruce	
2022	PRT USA Inc.	\$ 177.00 Red Pine	40,000 Red Pine	95,000 Trees \$16,840.00
		\$ 166.00 Jack Pine	40,000 Jack Pine	
		\$ 208.00 W. Spruce	15,000 W. Spruce	
2021	PRT USA Inc.	\$162.00 Jack Pine	55,500 Jack Pine	95,000 Trees \$15,824.50
		\$173.00 Red Pine	39,500 Red Pine	

2025 Containerized Tree Seedling BID FORM

SPECIES	STOCK TYPE	CONTAINER SIZE	QUANTITY	QUOTE/ THOUSAND*
Norway Pine	1 + 0	309 / Styro 4A	50,000	\$ 270.00
Jack Pine	1 + 0	309 / Styro 4A	30,000	\$ 250.00
White Spruce	1 + 0	411/Styro 6S	20000	\$320.00
			Total Quote	\$27,400.00

Bid is to be in U.S. dollars and include all taxes, import/export fees and any other fees that will affect the final price. Type text here

Company PRT USA Inc.

Address 4653 Bishop Lake Rd, Howell, MI 48843

Telephone 807-371-0126

Signature 

Date December 11, 2023

Bids awarded on total bid.

Bids accepted as mailed or emailed.

Completed bids due before 3:00pm on 3
12-21-2023

Contact Information:
Becker County Natural Resource Management Office
200 East State Street
Detroit Lakes, MN 56501

Email: mitch.lundeen@co.becker.mn.us
john.vaida@co.becker.mn.us

Becker County reserves that right to refuse any or all bids.

Request for Bids

The Becker County Natural Resources Management Department is accepting sealed bids for the production of containerized tree seedling stock for the 2025 spring planting season. The work consists of **producing approximately 100,000 tree seedlings** for mid-April planting. Bid information may be obtained by contacting: ***Becker County Natural Resources Management, 200 State Street, E., Detroit Lakes, MN 56501, or via telephone at (218) 847-0099.*** Bids must be received by 3:00 PM, 12/21/2023.

Run 11/25/2023 and 12/2/2023



BECKER COUNTY

Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7310

MEMORANDUM FOR ACTION

Date: January 16th, 2024

SUBJECT: Dunton Locks Shelter Grant – Deed Restriction

TO: Becker County Board of Commissioners

1. Discussion: Becker County received a state grant from the MN DNR to build a new shelter, one of the grant requirements is that Becker County must place a deed restriction on Dunton Locks County Park or make a declaration that Dunton Locks County Park property cannot be converted to any use other than public outdoor recreation use without the prior written approval of the DNR Commissioner.
2. Costs: Possible Recording Fee.
3. Action request: Approve Placing a Restriction or make a Declaration on the Deed(s) for Dunton Locks County Park.
4. The point of contact for this memorandum is Steve Skoog/Mitch Lundeen

Distribution: Board of Commissioners, County Administrator



WOODLAND LN

CO HWY 19

DUNTON LOCKS LN

DUNTON LOCKS
PARK-BKR CNTY

Lot 5

DUNTON LOCKS RD

9

Lake View

Lot 6

DUNTON LOCKS
PARK-BKR CNTY

N

0 125 250 500 750 Feet

284890

This Indenture, Made this 4th day of November, 1976,

between Michael G. Ackerman and Katherine H. Ackerman, husband and wife
AND Bernard W. Key and Alma B. Key, husband and wife
of the County of _____ and State of California,
part ies of the first part, and _____ County of Becker

a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said part ies of the first part, in consideration of the
sum of One Dollar and Other Valuable Consideration DOLLARS,
to them in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the
second part, its successors and assigns, Forever, all the tract _____ or parcel _____ of land lying and being
in the County of Becker and State of Minnesota, described as follows, to-wit:

Government Lots Numbered Five (5) and Six (6) of...SECTION 8,
TOWNSHIP 138 NORTH OF RANGE 41 WEST OF THE FIFTH PRINCIPAL
MERIDIAN LESS the following tracts:

Beginning at a point which is 1345 feet South and 615 feet East of the
Northwest corner of Lot 5, of Sec. 8, Twp. 138N., of Rge. 41, W. of the
5th. P. M., thence South 45° 43' East a distance of 142 feet, thence
North 71° 59' East a distance of 80 feet, thence North 2° 29' East a
distance of 145.5 feet, thence South 69° 10' West a distance of 196 feet
to the point of beginning.

Beginning at a point which is 1595 feet South and 884 feet East of the
Northwest corner of Lot 5, of Sec. 8, Twp. 138N., of Rge. 41, W. of the
5th. P. M., thence South 23° 41' East a distance of 191 feet, thence
South 71° 59' West a distance of 197 feet, thence North 3° 55' East
a distance of 205.4 feet, thence North 71° 59' East a distance of 100
feet to the place of beginning,

STATE DEED TAX 52.20

To Have and to Hold the Same, Together with all the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, to the said party of the second part, its successors
and assigns, Forever.

In Testimony Whereof, The said part ies of the first part have hereunto set their
hand s the day and year first above written.

In Presence of

Michael G. Ackerman
+ Michael G. Ackerman
Katherine H. Ackerman
+ Katherine H. Ackerman
Bernard W. Key
Bernard W. Key
Alma B. Key
Alma B. Key

State of Minnesota,

ss.

284891

This Indenture, Made this ~~thirteen~~ 4th day of November, 1976,

between Michael G. Ackerman and Katherine H. Ackerman, husband and wife AND Bernard W. Key and Alma B. Key, husband and wife

of the County of _____ and State of California part ies of the first part, and _____ County of Becker _____

a corporation under the laws of the State of Minnesota _____, party of the second part,

Witnesseth, That the said part ies of the first part, in consideration of the sum of -One Dollar and Other Valuable Consideration- DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Becker and State of Minnesota, described as follows, to-wit:

Government Lots Numbered Five (5) and Six (6) of SECTION 8, TOWNSHIP 138 NORTH OF RANGE 41 WEST OF THE FIFTH PRINCIPAL MERIDIAN

LESS the following tracts:

- (1) Commencing at a point which is 4.34 chains South of the Northwest corner of Lot 5, Sec. 8, Twp. 138, Rge. 41, West of the 5th. P. M. in Minnesota, thence running East 5 chains, thence South 4.38 chains, thence South 20° East 2.64 chains, thence East 5° South 4.00 chains, thence South 2° East 4.00 chains, thence South 30° East 4.46 chains to road leading from the lock to the highway along the shore of Detroit Lake, thence South 70° West 3.00 chains to the easterly shore of Lake Sally, thence North 45° West along the easterly shore of said Lake 12.25 chains to the West line of said Lot 5, Township and Range aforesaid, thence North on the said West line of Lot 5, Township and Range aforesaid 5.56 chains to the place of beginning, containing 8.64 acres, more or less.
(2) Beginning at a point on the North boundary line of Lot 5 in Sec. 8, Twp. 138, Rge. 41, that is 348 feet East of the Northwest corner of said Lot 5; thence West 348 feet to the said northwest corner of said Lot 5; thence South on the West boundary line of said Lot 5, a distance of 284.4 feet; thence East 330 feet; thence South 239.08 feet; thence South 20° East 174.24 feet; thence South 85° East 264 feet; thence North 21° 50' West 862.05 feet to the point of beginning; the above described piece of land being in a part of Lot 5 in Sec. 8, Twp. 138, Rge. 41, containing 5.07 acres.

(CONTINUED ON REVERSE)

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said Michael G. Ackerman and Katherine H. Ackerman, husband & wife; Bernard W. Key and Alma B. Key, husband & wife part ies of the first part, for their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns. that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

I
.....
(Address)

(CONTINUED FROM FRONT)

- (3) Beginning at a point in the East line of Sec. 8, Twp. 138, Rge. 41, distant 25 chains 10 links North of the Southeast corner of said Sec. 8, running thence South 68° West to the shore line of Lake Sallie, thence following said shore line in a Southeasterly direction to the point where said shore line is intersected by the East line of said Sec. 8, thence North along said East line to the place of beginning, containing 2 acres, more or less.
- (4) Beginning at a point which is 1345 feet South and 615 feet East of the Northwest corner of Lot 5, of Sec. 8, Twp. 138N., of Rge. 41, W. of the 5th. P. M., thence South 45° 43' East a distance of 142 feet, thence North 71° 59' East a distance of 80 feet, thence North 2° 29' East a distance of 145.5 feet, thence South 69° 10' West a distance of 196 feet to the point of beginning.
- (5) Beginning at a point which is 1595 feet South and 884 feet East of the Northwest corner of Lot 5, of Sec. 8, Twp. 138N., of Rge. 41, W. of the 5th. P. M., thence South 23° 41' East a distance of 191 feet, thence South 71° 59' West a distance of 197 feet, thence North 3° 55' East a distance of 205.4 feet, thence North 71° 59' East a distance of 100 feet to the place of beginning,

AND

✓ The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of . . SECTION 9,
TOWNSHIP 138 NORTH OF RANGE 41 WEST OF THE FIFTH PRINCIPAL MERIDIAN
lying North of Kuskrat Lake.

TAX STATEMENTS SENT TO:
County of Becker

Detroit Lakes, Minnesota 56501

California

State of ~~MINNESOTA~~ } ss.
County of Orange

On this 20th day of November, 1976, before me,
a Notary Public within and for said County, personally appeared
Michael G. Ackerman and Katherine H. Ackerman, husband and wife
to me known to be the person(s) described in and who executed the foregoing instrument,
and acknowledged that they executed
the same as their free act and deed.

THIS INSTRUMENT WAS DRAFTED BY
BENSHOOF, HUMMEL, SINCLAIR, SCHURMAN
& PEARSON, P.A.
(Name)
910 Lincoln Avenue
Detroit Lakes, Minnesota 56501

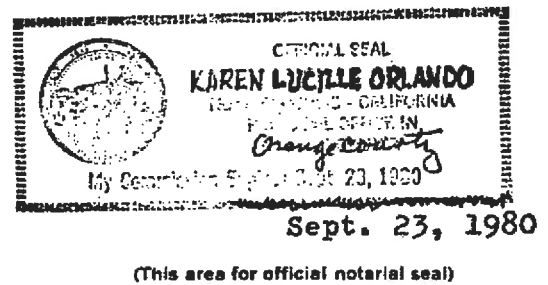
Katherine Vaitis
Katherine Vaitis
Notary Public
Notary Public, State of Ohio
My commission expires May 10, 1979



STATE OF CALIFORNIA } ss. (INDIVIDUAL)
COUNTY OF Orange
On this 4th day of Nov., 1976, before me, the undersigned, a Notary Public in and for said
County, personally appeared Bernard W. Key and Alma B. Key, husband and wife,

known to me to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that they executed the same.
Witness my hand and official seal.

Karen Lucille Orlando
Notary Public in and for said County and State
Karen Lucille Orlando
Name (Typed or Printed)



3403(1/72)

(This area for official notarial seal)

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION ___ 01-24-2A___

Deed Restriction for Dunton Locks County Park

WHEREAS, the County of Becker has received State of Minnesota Department of Natural Resources (DNR) Outdoor Recreation Grant Program funds for improvements at Dunton Locks County Park; and

WHEREAS, the DNR requires that any lands developed with assistance from this grant program must be retained solely for public outdoor recreation use; and

WHEREAS, the DNR is asking that a restriction be placed on the park property stating that the property cannot be converted to any use other than public outdoor recreation use without the prior written approval of the DNR Commissioner.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves to comply with the Department of Natural Resources Outdoor Recreation Grant OR23-013, the County of Becker does hereby impose the following contract restrictions on the property described in Attachment A.

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The County of Becker shall not at any time convert any portion of the park area to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.

Duly adopted this 16th day of January 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS

Becker County, Minnesota

ATTEST:

/s/ Pat Oman

Pat Oman
County Administrator

/s/ John Okeson

John Okeson
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 January 16th, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

Capital Improvement Expenditure Request Form



Date Requested: 1/9/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Purchase and install a 3/8” hard plastic trailer wall liner for the inside of the new walking floor trailers that were purchased to transfer solid waste. This liner will help extend the life of the trailer by protecting the sidewalls from waste hitting and wearing on the trailer sidewalls and will reduce the amount of solid waste freezing to the trailer sides during cold weather transport.

REQUEST AMOUNT: \$ 33,683.52

Savings Achieved (Dollar Amount/Time/ Efficiency): The plastic liners will extend the life of the trailers, preserve their resale value, and minimize the amount of waste that will freeze in the trailers. Frozen waste that does not offload needs to be thawed in a heated building until it can be offloaded. Cost for plastic liner is \$8246.88 per trailer x 4 = \$32,987.52 + \$696 (400’/2” flat steel) = \$33,683.52 or \$8,420.88/trailer.

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: Click or tap here to enter text.

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

Date Request Completed: 1/9/2024

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

HORN PLASTICS, INC.
 www.hornplastics.com
 800-373-7448

Quote	QTE48424
Date	12/12/2023
Page	1

Bill To:

Becker County Landfill
 24413 Co Rd 144
 Detroit Lakes MN 56501

Ship To:

Becker County Landfill
 customer pickup

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DEAN	45931	ILENE	CUST P/U	Cash	0/0/0000	113,417
Quantity	Item Number	Description	UOM	Location	Unit Price	Ext. Price
100.00	11037096	3/8" X 96" HMW Super-Slide Blue Stripe	Foot	FGO	\$57.25	\$5,725.00
100.00	DISCOUNT	DISCOUNT Multiple Trailers	Each	FGO	(\$8.75)	(\$875.00)
10.00	83206120	3/16" X 6" X 120" Aluminum Covrstrp	EACH	FGO	\$73.75	\$737.50
1	HARDWARE	Hardware	EACH	FGO	\$150.00	\$150.00
18.00	LABINSF	Installation Charge Labor is Estimated on this trailer install	EACH	FGO	\$120.00	\$2,160.00

Subtotal	\$7,897.50
Misc	\$0.00
Tax	\$349.38
Freight	\$0.00
Trade Discount	\$0.00
Total	\$8,246.88

Freight is only an estimate
 Quote Expires in 30 days
 All Quotes in US Dollars

Telephone quotes for 400' of 2" flat metal which will be used to fasten the plastic to the bottom of the trailer walls.

1. **Sanders Metal** - Price of \$696.00 delivered to Horn Plastic.
2. **Fabwurx** quote - \$1,000 for steel delivered to the Becker County Transfer Station.

Capital Improvement Expenditure Request Form



Date Requested: 1/9/2024

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Board motion approving the purchase a used 2005 Redwood Walking Floor Trailer from BMW VIN 1R9WN48205R396014. In the past this trailer was used by BMT to transfer waste from Becker County. The trailer will be used as a spare/backup trailer to the four currently owned by the County.

Doug Storch from Wilkens Industry (walking floor trailer salesperson) offered an opinion of value of the trailer that it would be \$20,000 +/- based on age and condition.

County staff & Commissioner Vareberg inspected the trailer and felt the trailer was in decent shape for its age and condition. The ES Committee recommends purchasing the trailer. The Committee considered the BMT price at \$29,000 and adjusted the Storch opinion for the value of a plastic liner installed by BMT (est.\$3,000 - \$6,000) and a replacement tarp BMT will include with the sale, (est. \$1,000), the two opinions (BMT offer & Storch opinion are very close in value after considering the value of the liner and spare tarp.

REQUEST AMOUNT: \$ 29,000

Savings Achieved (Dollar Amount/Time/ Efficiency): This trailer has a plastic wall liner installed to help protect the sidewalls. The purchase price does include a spare tarp.

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: The trailer was inspected by Becker County staff and recommended for purchase by the Environmental Services Committee.

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

Date Request Completed: 1/9/2024

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

Code 4 Services Inc.
 37882 County Highway 3
 Pelican Rapids MN 56572

CODE 4 ESTIMATE
SERVICES

Date 1/2/2024
 Estimate # 5970

Name / Address

Becker County Sheriffs Office
 Chief Deputy Shane Richard
 925 Lake Avenue
 Detroit Lakes, MN 56501

P.O. #
 Terms Net 30 Other

Item	Description	Qty	Rate	Total
	Air Boat Sale and installation of Scene, Cabin, and Warning Lighting			
WHE PSL1BB	Pioneer SlimLine™ Series, 12 VDC, Super-LED®. Standard Spotlight includes Interchangeable Flood/Flood Lens Single Panel, Bail/Stud Mount, Black Housing (MOUNTED TO FRONT OF BOAT, ONE FORWARD, ONE TO EACH SIDE)	3	351.765	1,055.30
WHE PSL1BB	Pioneer SlimLine™ Series, 12 VDC, Super-LED®. Standard Spotlight includes Interchangeable Flood/Flood Lens Single Panel, Bail/Stud Mount, Black Housing (MOUNTED TO UPPER CAGE, FORWARD AND FORWARD ANGLE X2)	3	351.765	1,055.30
WHE PSCOMPL	Strip-Lite™ Plus Surface Mount Super-LED® Series, Includes Black Flange. Compartment Light, Low Intensity (INTERIOR FLOOR ILLUMINATION)	2	81.871	163.74
WHE PSBKT45	45° Mounting Bracket for 1 Strip-Lite™ Compartment Light	2	23.44	46.88
WHE PEL2B	Perimeter Enhancement Light, Super-LED®, 12VDC, Black Flange, White	4	186.01	744.04
WHE IONB	Whelen ION LED Light (Blue)	2	124.963	249.93
WHE IONR	Whelen ION LED Light (Red)	2	124.963	249.93
WAY TOGM	Toggle switch	3	5.97	17.91
MISC	Fabricated Mounting Platform(s) Welded to Cage (Wild Guess.....)	1	350.00	350.00
C4S LABOR-UPFIT	Labor	25	105.00	2,625.00
C4S SUPPLIES	Miscellaneous Installation Supplies (Wire, connectors, tape, fuses, screws, washers, etc.)	25	12.60	315.00
			Subtotal	\$6,873.03
			Sales Tax (7.375%)	\$0.00
			Total	\$6,873.03

Code 4 Services Inc.
 www.code4services.com





Quote Number: QUOTE-2443498

Billing Address:

BECKER COUNTY SHERIFF DEPT
925 LAKE AVE
DETROIT LAKES MN, 56501

Quote Date: 2023-12-06
Expiration Date: 2024-02-04
Contract Name: 20927 - MN DOT 209493

Quote Created By:

Trista Walla
tristaw@midstateswireless.com

Customer: BECKER COUNTY SHERIFF DEPT

Currency: USD

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC	Parametric Data
	APX™ 6500 / Enh Series										
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	2	\$3,383.12	\$6,766.24	30.77%	\$1,040.96	\$2,342.16	\$4,684.32	0527	
		ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP.	2	\$879.00	\$1,758.00	28.00%	\$246.12	\$632.88	\$1,265.76	0527	
1a	G851AG		2	\$879.00	\$1,758.00	28.00%	\$246.12	\$632.88	\$1,265.76	0527	
1b	G831AD	ADD: SPKR 15W WATER RESISTANT.	2	\$66.00	\$132.00	28.00%	\$18.48	\$47.52	\$95.04	0527	
1c	G66BK	ADD: DASH MOUNT O7 APXM.	2	\$138.00	\$276.00	28.00%	\$38.64	\$99.36	\$198.72	0527	
1d	G51AU	ENH: SMARTZONE OPERATION APX6500.	2	\$1,320.00	\$2,640.00	28.00%	\$369.60	\$950.40	\$1,900.80	0527	
1e	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	2	\$288.00	\$576.00	0.00%	\$0.00	\$288.00	\$576.00	0185	
1f	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0527	
1g	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY.	2	\$814.00	\$1,628.00	28.00%	\$227.92	\$586.08	\$1,172.16	0527	
1h	GA00805AB	ADD: APX O7 CONTROL HEAD (SIREN/LIGHTS KEYPAD).	2	\$695.00	\$1,390.00	28.00%	\$194.60	\$500.40	\$1,000.80	0527	
1i	GA00806AA	ADD:CH SIREN & LIGHTS KEYPAD.	2	\$55.00	\$110.00	28.00%	\$15.40	\$39.60	\$79.20	0527	
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0527	
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	2	\$567.00	\$1,134.00	28.00%	\$158.76	\$408.24	\$816.48	0527	
1l	W22BA	ADD: STD PALM MICROPHONE APX.	2	\$79.00	\$158.00	28.00%	\$22.12	\$56.88	\$113.76	0527	
1m	QA09113AB	ADD: BASELINE RELEASE SW.	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0527	
1n	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870.	2	\$47.00	\$94.00	28.00%	\$13.16	\$33.84	\$67.68	0527	
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	2	\$330.00	\$660.00	28.00%	\$92.40	\$237.60	\$475.20	0527	

Net Total \$12,445.92
Estimated Tax \$0.00
Estimated Freight \$0.00
Grand Total \$12,445.92




ACCURATE CONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

Becker County Jail, MN

Mason Lind

Service Sales Representative

 920.748.6603 ext.278

 mlind@accuratecontrols.com

 420 E. Oshkosh St, Ripon WI 54971

SERVICE AGREEMENT

(Security Automation Systems)

THIS AGREEMENT executed on this the ____ day of _____, 2023, but agreed to be effective from and after the 1st day of January, 2024, by and between Becker County, MN (hereinafter “Client”), and **ACCURATE CONTROLS, INC.**, (hereinafter “ACI”). **NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform services for the client’s security automation systems, installed by ACI at the Client’s facility located at 925 Lake Ave, Detroit Lakes, MN. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the client provide an internet link for remote access, so we can better support your facility. Schedule A reflects fees for time and material costs. Schedule B will include the following equipment/ systems that are included for support per a service contract. Schedule B will also show equipment that can be eligible for repair/ replacement per a Gold or Silver plan. Schedule C will exclude equipment /systems that ACI does not support per this contract.

PHONE PLAN:

Provide a customer defined configuration of online, office hour, and after-hour telephone technical assistance.

Online & Phone Support: 24/7 Phone Support	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 17,502.40	\$ 11,496.00
TWO YEAR FEE* (for 2-year Agreement):	\$ 34,304.70	\$ 22,532.16
THREE YEAR FEE* (for 3-year Agreement):	\$ 49,881.84	\$ 32,763.60

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Online & Phone Support: Office Hours: Daily 7:30 am to 4:30 pm	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 11,300.80	\$ 7,425.60
TWO YEAR FEE* (for 2-year Agreement):	\$ 22,149.57	\$ 14,554.18
THREE YEAR FEE* (for 3-year Agreement):	\$ 32,207.28	\$ 21,162.96

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Any additional visits made by an Accurate Controls’ Service Technician will be provided and billed by hour, travel and per Diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

Video System SMA agreement (Software Maintenance Agreement)	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 15,737.78	\$ 10,491.85
TWO YEAR FEE* (for 2-year Agreement):	\$ 18,885.87	\$ 12,590.58
THREE YEAR FEE* (for 3-year Agreement):	\$ 14,689.31	\$ 22,033.97

**The SMA is maintenance support that is being purchased so a certified person can contact the video system manufacturer and receive software support as well as software upgrades. Software upgrades are subject to change due to compatibility of hardware that is installed at the facility.*

BRONZE PLAN:

Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual service visit. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 33,162.65	\$ 25,890.25
TWO YEAR FEE* (for 2-year Agreement):	\$ 63,320.64	\$ 42,771.44
THREE YEAR FEE* (for 3-year Agreement):	\$ 86,645.75	\$ 58,574.75

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SILVER PLAN:

Provide online, 24/7 telephone technical assistance, equipment replacement, and two (2) scheduled annual service visits. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting Technician. Each visit will include a routine check of all security control systems installed by ACI. The scheduled service date shall be determined at the beginning of the Agreement.

An unscheduled visit may be arranged at any time deemed necessary by the client. However, one (1) unscheduled visit will remove one (1) scheduled visits from your scheduled visit balance. An Accurate Controls' Service Technician will be sent to the site to service or replace the "critical" item only. No routine service work will be performed during the emergency visit.

During the term of this contract, total equipment replacement costs covered by ACI shall not exceed 40% of the Agreement amount.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 45,810.78	\$ 37,272.38
TWO YEAR FEE* (for 2-year Agreement):	\$ 88,110.98	\$ 65,080.42
THREE YEAR FEE* (for 3-year Agreement):	\$ 122,692.92	\$ 91,013.83

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

GOLD PLAN:

Provide online, 24/7 telephone technical assistance, equipment replacement, and four (4) scheduled annual service visits. Annual service visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. Each visit will include a routine check of all security control systems installed by ACI. The scheduled service dates shall be determined at the beginning of the Agreement.

An unscheduled visit may be arranged at any time deemed necessary by the client. However, one (1) unscheduled visit will remove one (1) scheduled visits from your scheduled visit balance. An Accurate Controls' Service Technician will be sent to the site to service or replace the "critical" item only. No routine service work will be performed during the emergency visit.

During the term of this contract, total equipment replacement costs covered by ACI shall not exceed 40% of the Agreement amount.

	Typical Cost	Contract
ANNUAL FEE (for 1-year Agreement):	\$ 56,147.58	\$ 45,077.18
TWO YEAR FEE* (for 2-year Agreement):	\$ 108,371.11	\$ 80,377.83
THREE YEAR FEE* (for 3-year Agreement):	\$ 152,152.80	\$ 113,257.51

**The two-year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three-year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Agreement includes eight (8) hours of programming time per plan year without additional cost. If programming time exceeds eight (8) hours per year, additional time required will be billed at the (Schedule A) rate. Any additional visits made by an Accurate Controls' Service Technician will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the Agreement.

Option #2: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twenty-four (24) months from the effective start date of the Agreement.

Option #3: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of thirty-six (36) months from the effective start date of the Agreement.

A Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Service Agreement via the use of a signed purchase order from the facility. Terms and conditions of the existing Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order.

SECTION 3 – Payment Terms

3.1. ACI's payment terms shall be as follows:

- a. All payments to ACI shall be made within a 30-day period from date of invoice. If payment is not made within 45 days from date of invoice, ACI will assess a 1% late fee penalty to the outstanding balance.
- b. Agreement billing shall be as follows:
 1. 1 Year Plan: Shall be billed in full at initiation of contract or 12 equal payments. Select Plan.
One Invoice, payment in full
Monthly Invoices
 2. 2 Year Plan: Shall be billed in two installments. First installment, equal to 50% of the total Agreement amount, billed at initiation of Agreement and final installment equal to 50% of the total Agreement, billed one year from date of first billing. Twenty-four monthly invoice option also available. Select Plan.
Two Invoices
Monthly Invoices
 3. 3 Year Plan: Shall be billed in three equal yearly installments. First installment, billed at initiation of Agreement. Second installment shall be billed one year from date of first billing. Final installment of the total Agreement amount shall be billed two years from date of first billing. Thirty-six monthly invoice option also available. Select Plan.
Three Invoices
Monthly Invoices

Any additional equipment costs over ACI's maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2. Late fees may be subject to increase.

3.3. ACI is entitled to actual attorney's fees, court costs, and all other additional expenses of collection if ACI has to incur the same to pursue collection for any breach of this contract by Client.

SECTION 4 – Services

- 4.1. In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.
- 4.2. Except in emergency, services will normally be carried out between the hours of 7:30 am to 4:30 pm on weekdays.
- 4.3. Major services will be undertaken during hours as agreed in advance between the Client and ACI.
- 4.4. Routine service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

- 5.1. All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.
- 5.2. Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered in to.
- 5.3. ACI's normal working hours are 7:30 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the service agreement rate.
- 5.4. The Client acknowledges that no security system can guarantee prevention of loss, and that human error on the part of ACI or the Client is possible. The security system will not work properly if equipment is tampered with, and, or otherwise damaged.

SECTION 6 – Unacceptable Services or Contractor’s Personnel

- 6.1. Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.
- 6.2. Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

- 7.1. ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

- 8.1. Spare parts inventory is limited. ACI does not stock all project specific parts. Upon notification from Client of a product service issue, ACI will contact its manufacturers, suppliers, and distributors to determine supply availability. If parts are available, ACI shall order parts for next day delivery. If parts are not available through standard supply chain processes ACI will notify Client of availability dates. ACI shall not be responsible for manufacturer supply chain availability issues.
- 8.2. Any parts required to be replaced during scheduled service calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled service call.

SECTION 9 – Liability of the Contractor

- 9.1. ACI shall be liable for and indemnify the Client against all compensation and/or damages payable for injury or damage to third parties, or to any property, which may arise out of or in consequence of the Agreement. The indemnity shall extend to all costs, charges, and expenses which may be incurred in relation to any claim for compensation or damages.
- 9.2. ACI shall at its own expense arrange and maintain insurance to cover its liability under this Agreement.

SECTION 10 – Independent Contractor

- 10.1. ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

- 11.1. This Agreement may be terminated at any time by the Client giving not less than three months written notice to ACI, to expire on the last day of the month after a three-month period.
- 11.2. This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.
- 11.3. This Agreement may also be terminated by ACI at any time in the event of the Client being more than 60 days overdue with payment or in the event of the Client's bankruptcy, receivership, or liquidation.
- 11.4. Upon such termination, ACI shall be entitled to receive payment for all outstanding service fees and other compensation due through the date of termination.

SECTION 12 – Force Majeure

- 12.1. In the event that any obligation contained herein is not fulfilled within the time period required hereby, and such failure is beyond ACI's reasonable control, including but not limited to compliance with any regulations, order or instruction of any federal, state or municipal government or any department or agency thereof, acts or omissions of any other party hereto, acts of civil or military authority, war, terrorism, riots, embargoes, strikes, fires, epidemics, accidents, natural disasters and the ability (due to causes beyond ACI's reasonable control) to obtain necessary labor or materials due to supply chain issues (all of the foregoing, without limitation, being herein referred to as force majeure), ACI shall give Client prompt notice of the occurrence of any such force majeure delay or expected delay, specifying the cause thereof and the expected duration. In the event of any such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of delay. In no event, however, shall this provision apply to an obligation requiring solely the payment of money.

SECTION 13 – Assignment & Subletting

13.1. ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.

- a. The terms of this Agreement extend to the Client’s successors, assignees, and legal representatives.
- b. It is understood and agreed between the parties hereto that time is of the essence to this Agreement, and this applies to all terms and conditions contained herein.
- c. This Agreement has been executed and delivered in the State of Wisconsin and shall be governed and constructed in accordance with the laws of the State of Wisconsin.
- d. The undersigned client has read completely the terms of this Agreement, understands, and agrees to follow terms and obligations as specified herein.

Client

ACI

Signed by: _____

Signed by: _____

Printed name and title: _____

Printed name and title: _____

For and on behalf of: _____

For and on behalf of: _____

SCHEDULE A

Fees and Expenses for Time and Material

1. Online technical assistance:
 - a. \$216.00 per hour billed in 30-minute increments without an Agreement
 - b. \$141.00 per hour billed in 30-minute increments with an Agreement
2. Telephone technical assistance:
 - a. \$216.00 per hour billed in 30-minute increments without an Agreement
 - b. \$141.00 per hour billed in 30-minute increments with an Agreement
3. Programming assistance:
 - a. \$216.00 per hour billed in 30-minute increments without an Agreement
 - b. \$141.00 per hour billed in 30-minute increments with an Agreement
4. After hours telephone technical assistance (from **4:30 pm** to **7:30 am**)
 - a. \$323.00 per hour billed in 30-minute increments without an Agreement
 - b. \$212.00 per hour billed in 30-minute increments with an Agreement
5. On-site Services:
 - a. \$164.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$113.00 per hour per person, including travel time to and from facility with an Agreement
6. Additional Training:
 - a. \$168.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$134.00 per hour per person, including travel time to and from facility with an Agreement
7. Travel per diem expense:
 - a. \$ 2,544.40 per required round trip to Detroit Lakes, MN without an Agreement
 - b. \$ 2,094.40 per required round trip to Detroit Lakes, MN with an Agreement
8. Per Diem expense: \$205.00 per required overnight stay per person

SCHEDULE B

Inclusions: For the purpose of this agreement, the below listed items would be available for repair or replacement in case of failure for the Gold or Silver plan.

1. HMI Interface – control computers and monitors
2. Controls Systems – Schneider Electric PLC components, power supplies, relays, terminal blocks, and fuses
3. Intercom Systems – Headend components, intercoms, paging speakers, and intercom master stations
4. CCTV Systems – Headend components that include switching gear and recording servers, workstations, monitors, and cameras
5. Card Access systems – Control boards, database server, enrollment station, card readers, and scramble keypads

SCHEDULE C

Exclusions: For the purpose of this agreement, the below listed items would be excluded from coverage.

1. Any components with a raceway such as conduit and back boxes
2. Any new or existing wire
3. Any equipment not originally purchased or supplied by Accurate Controls
4. Systems provide by others
5. Software upgrades and license



ACCURATECONTROLS, INC.
SECURITY AUTOMATION SYSTEMS



AKC REUNITE ADOPT A K-9 COP
2024 Matching Grant
Guidelines and Application



Please complete all sections. Form must be typed.

Section A: GENERAL INFORMATION

- 1) Date of Application: 1/8/2024
- 2) Department Name: Becker County Sheriff's Office
- 3) Mailing Address for Department: 925 Lake Avenue
Street Address
Detroit Lakes, MN 56501
City, State and Zip
- Web Site: www.co.becker.mn.us/dept/sheriff
- Email: todd.glander@co.becker.mn.us Phone: (218) 847-2661
- 4) Department Chief, Sheriff, or Designee: Todd Glander
Title: Sheriff Email: todd.glander@co.becker.mn.us
Phone: (218) 847-2661
- 5) Grant Application Contact Person (if other than above)
Name: Adam Winter Title: Deputy/K9 Handler
Email: adam.winter@co.becker.mn.us Phone: (218) 847-2661
- 6) Federal Tax ID# (EIN): 41-6005754
- 7) Tax-exempt status: Exempt - MN #8026281
- 8) Has your department received any previous support from the American Kennel Club or AKC Reunite?
List the specific year (s) and please explain:
No.

9) Territory or area served: Becker County, MN (what jurisdiction will this k9 work in?)

Section B: SPONSORING CLUB INFORMATION

1) Sponsoring AKC Club: **UNITED STATES POLICE CANINE ASSOCIATION, INC.**

2) Primary Club Grant Contact:

Don Slavik - Executive Director

34605 454th Ave Ottertail, MN 56571

Email: uspcaexecutivedirector@gmail.com

Phone: 651-350-4541

Section C: K-9 PROGRAM DESCRIPTION

1) Please describe the department's current K-9 unit/program: (if it is new, please describe your department's goal. If you have an existing program, tell us briefly about that program:

Our program is designed to track and locate missing individuals, deter narcotics, provide officer and community safety, and create relationships with the public by giving demonstrations and presentations. Our K9 program is a vital asset to our office and to all of Becker County.

2) What is your expected cost for purchase of the K-9? \$10,000.00

Section D: CERTIFICATION

Please complete the below information. We must have a written signature. Typed or digital signatures are not allowed, please.

SIGNATURE: 

Printed Name: Todd Glander Title: Sheriff

Department: Becker County Sheriff's Office Date: 1/8/2024

****PLEASE NOTE: Check will be issued/mailed to the Department named on the W-9 form.**

Check list:

Section E: ATTACHMENTS

Please make sure that this application is COMPLETE. All blanks must be filled and there must be a written signature in the certification section.

Completed W-9 Must be included with Application. **The check can only be mailed to the Department and department address listed on the W-9.**

Proof of 501(c)(3) status, if applicable. *N/A*

Agree to display AKC REUNITE stickers on their k9 squad.

Letter of Commitment of \$2500.00 from Department (on letterhead)

I agree to notify AKC ReUnite once the K-9 is purchased. Send email to relief@akcreunite.org Attn: Megan Trierweiler



BECKER COUNTY SHERIFF'S OFFICE

Todd Glander • Sheriff

OFFICE: 925 Lake Avenue
Detroit Lakes, MN 56501
Phone 218-847-2661 • Fax 218-847-1604

JAIL: 1428 Stony Road
Detroit Lakes, MN 56501
Phone 218-847-2939 • Fax 218-846-2580

January 8, 2024

AKC Reunite/USPCA
Adopt a K9 Cop, Matching Grant Program
Don Slavik – Executive Director
34605 454th Avenue
Ottertail, MN 56571

Dear Mr. Slavik,

The Becker County Sheriff's Office is requesting funds through the Adopt a K-9 Cop matching grant. This written correspondence is to confirm and commit to allocating \$2,500.00 towards the cost of our police K9. Thank you for your consideration.

Sincerely,

A handwritten signature in red ink, appearing to read "Todd Glander".

Todd Glander
Becker County Sheriff

PREA AUDITOR CONTRACT PROVISIONS

This Contract Agreement is made and entered into as of the 15th day of December 2023 by and between Becker County, by and through its Sheriff's Office (**hereinafter referred to as Agency**) and Darnel Carlson, of Negen's Investigative Services, P.O. Box 267 Pillager, MN 56473 (**hereinafter referred to as Auditor**).

Facility to be audited: Becker County Jail

WHEREAS the Becker County Sheriff's Office is desirous of entering into a Contract Agreement with this Auditor to provide PREA Auditing services as hereinafter described as (Agreement), and the Becker County Sheriff's Office is willing to enter into such an Agreement.

NOW THEREFORE, in consideration of the services to be provided by the Auditor and the payments to be made by the Becker County Sheriff's Office as hereinafter set forth, the parties hereto do mutually agree as follows:

SECTION I: PREA AUDITING STANDARDS. The Agency and Auditor shall comply with the requirements set forth in the PREA auditing standards (28 C.F.R. §§115.401-05).

SECTION II: AUDITOR

- a) **Designated Auditor.** The Auditor may employ or partner with other auditors or staff. However, Darnel Carlson will be the designated Auditor who shall be the responsible auditor for this Contract and PREA auditing standards.
- b) **Auditor Staff.** In Addition to the Auditor, the following individuals may be present during the on-site portion of the audit to assist the auditor: NA
Name
- c) **Billing Rate.** The Becker County Sheriff's Office agrees to pay Negen's Investigative Services \$5,000.00 for the initial PREA audit. If the auditor must return to the facility for reasons associated with a Corrective Action Plan, the parties agree to negotiate a reasonable fee.
- d) **Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the audit not outlined in this Contract.
- e) **Ex Parte Communication.** The Auditor shall be permitted to initiate and receive *ex parte* communications with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, offenders, and other interested parties.
- f) **Auditor Responsibility and Authority.** The Auditor shall independently observe, assess, review, and report on the Agency's implementation and compliance with the PREA

National Standards. To accurately determine compliance at the facility, the Auditor shall post notice of upcoming Audit, communicate with community-based or victim advocates, review agency/facility questionnaires, conduct an on-site inspection, observe programs and activities, interview pertinent administrators, professional staff and correctional staff, and contractors; individually interview a sample of inmates; review a sampling of videotapes from housing units; conduct detailed reviews of inmate records and other pertinent documents and reports. The Auditor shall spend sufficient time at the facility to accurately assess day-to-day operations and conditions. The Auditor shall be responsible for independently verifying representations from the Agency regarding facility compliance. The auditor shall perform the services of the pre-audit review and post-audit at her home office and the Becker County Jail as needed.

- g) **Auditing Schedule.** The Auditor shall provide the Agency with a tentative schedule of activities during on-site visits at least five days before arrival at the facility.
- h) **Public Statements.** Except as required or authorized by the PREA auditing standards; federal, state, or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements – including, but not limited to, comments to the press, conference presentations, lectures, or articles – concerning: the status of the Agency’s compliance or noncompliance with the PREA Standards, or any act or omission of the Agency or its agents, representatives or employees.
- i) **Testimony.** Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding about the status of the Agency’s compliance or noncompliance with the National Standards or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.
- j) **Conflict of Interest.** The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with their responsibilities under this Contract, with the PREA auditing standards, or with Auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three years before the Audit, or the three years after the Audit.
- k) **Auditor Independence.** Neither the Agency nor any employee or agent of the Agency shall have any supervisory authority over the Auditor’s activities, reports, findings, or recommendations. The Auditor is and shall be an independent contractor.
- l) **Termination of the Auditor.** The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with her responsibilities

under this Contract, with the PREA auditing standards, or with Audit or ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three years before the audit, or the three years after the Audit. The Auditor may be terminated if the Agency and the Department of Justice agree and upon good cause shown or as otherwise allowed according to the terms of this Agreement. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law which reasonably calls into question the Auditor's fitness to continue serving as the Auditor.

- m) **Audit Report Delivery.** The Auditor shall provide the audit report to the Agency head and the facility superintendent within 45 calendar days of the conclusion of the Auditor's on-site visit. The audit report shall be considered final if no standards require corrective action.

- n) **Corrective Action Process.** As necessary, the Auditor will work with the Becker County Sheriff's Office to review corrective action plan(s) and issue a final determination of compliance for each standard that requires necessary corrective action(s). If the audit report indicates that corrective action is required, the Auditor and the Agency shall promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the Auditor shall review and comment upon, deliverables provided to the Auditor according to the corrective action timeline. Subsequent on-site visits may be necessary to verify the implementation of any corrective action plan(s). Thirty days after the conclusion of the 180-day corrective action period, the Auditor shall issue her final report.

- o) **Confidentiality.** All designs, drawings, information, and other data furnished to or obtained by the Auditor during Services hereunder shall be confidential. They shall not be utilized or disclosed to any other person or organization other than as required for the proper performance of Services hereunder.

- p) **Governing Law.** This Agreement shall be deemed to be executed in Minnesota and construed and enforced under the laws of the State of Minnesota, but without consideration of its choice of law rules. The parties hereto agree that sole and exclusive jurisdiction for any disputes arising out of or in any manner connected with this Agreement shall be determined by the courts of appropriate jurisdiction in the State of Minnesota.

- q) **Validity.** If any provision hereof is found to be invalid or unenforceable under applicable laws, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision of this

Agreement which shall be construed as if such provision or offending part thereof had never been contained herein.

- r) **Record Disclosures/Monitoring Procedures.** The contractor's bonds, records, documents, papers, account procedures, practices, and other evidence relevant to this Contract are subject to examination, duplication, transcription, and Audit by the County and either the legislative or State Auditor according to Minn. Stat. 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States or a duly authorized representative if federal funds are used for work under this Agreement. The contractor agrees to maintain such evidence for six (6) years from the date services or payment was last provided or made or longer if any audit in progress requires a more extended retention period. This provision shall survive termination of the Agreement.

- s) **Data Privacy.** According to Minn. Stat. Ch. 13, the Auditor agrees to maintain and protect data on individuals received or to which the Auditor has access, according to the statutory provisions applicable to the data. No private, non-public, or confidential data developed, maintained, or reviewed by the Auditor under this Agreement may be released to the public by the Auditor or Auditor's employees or representatives. The auditor agrees to indemnify and save and hold Becker County, its agents, and its employees harmless from any claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by Auditor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this contract. This section shall survive termination of the Agreement.

- t) **Indemnity.** The Auditor agrees it will defend, indemnify, and hold harmless Becker County, its elected officials, officers, and employees against any liability, loss, costs, damages, and expenses which Becker County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of Auditor's performance or failure to perform its obligations according to this Contract adequately.

- u) **Insurance.** The auditor further agrees that to protect itself as well as Becker County under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force:
 - 1. Commercial General Liability/Professional Liability: \$500,000 per individual; \$1,500,000 per incident.The Auditor shall include Becker County on such insurance policies as an additional insured.

Before the effective date, and as a condition precedent to this Agreement, the Auditor will furnish Becker County with a certificate of insurance for each project under the

Agreement and when there are changes to the Auditor's insurance during the term of the Agreement.

Any insurance policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to Becker County.

- v) **Non-assignment Clause.** The Auditor may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of Becker County. Any subcontractor shall be subject to such conditions and provisions as Becker County may deem necessary. The Auditor shall be responsible for the performance of all subcontractors.

- w) **Nondiscrimination.** During the performance of this Agreement, the Auditor agrees that No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin, or other protected class under the laws of the state of Minnesota or Federal law be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination.

SECTION III: THE AGENCY

- a) **Tentative Audit Timeline.** The Auditor shall provide the Becker County Sheriff's Office with a tentative schedule of activities during on-site visits at least five (5) days before arrival at the facility. The Parties tentatively agree that the initial on-site visit for the audit will occur during the following week: Tuesday, February 20 through Thursday, February 22, 2024.

- b) **Maintenance of Documentation and Information.** All documentation (including electronic) required by the National Standards shall be maintained and secured by the Becker County Sheriff's Office. The Auditor is authorized to request, review, and retain all such documentation before, during, and after the on-site visit. The Becker County Sheriff's Office shall ensure that the Auditor has access to the facility, documentation (including electronically stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report. The Becker County Sheriff's Office shall bear the burden of demonstrating compliance with the PREA Standards and shall provide the Auditor with additional uploaded documentation as requested by the Auditor. Should insufficient information be provided related to the facility questionnaire, uploaded policies/procedures, etc., the Auditor will advise the Becker County Sheriff's Office, which may increase the number of Auditors' billable hours.

- c) **Auditor Access.** The Agency shall ensure that the Auditor has access to the facility, documentation (including electronically stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.
- d) **Posting of Auditor Contact Information.** The Agency shall ensure that the Auditor's contact information and a statement of confidentiality shall be conspicuously displayed in all inmate housing units of the facility to be audited for six weeks before the on-site visit.
- e) **External Advocacy Organizations.** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility to permit the Auditor to fulfill her obligations under 28 C.F.R. § 115.401(o).
- f) **Access to External Investigative Personnel.** The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National Standards to the Auditor.
- g) **Auditor Workspace and Electronics.** During an on-site visit, the Agency shall provide the Auditor with reasonable workspace. It shall permit the Auditor to maintain a laptop computer and mobile telephone within that workspace. The Becker County Sheriff's Office will provide a confidential space in the company's building to perform the work, including photocopying, uploading documentation, providing materials, or providing telephone service to the auditor while performing the work. The Becker County Sheriff's Office will also provide a place to interview staff and inmates.
- h) **Publication of Audit Report.** The Agency shall publish the final audit report on the Agency website within 90 days of receipt of the reports.
- i) **Retaliation Safeguard.** The Becker County Sheriff's Office agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed or will file a complaint, or has participated in any other manner in the conduct of the Audit. The Becker County Sheriff's Office agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of the National Standards or this Contract and take corrective action identified through such investigations.
- j) **Mandatory and Discretionary Reporting Information.** The Agency shall determine whether and to what extent the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction. The Agency shall provide such information to the Auditor before the on-site visit. The Agency shall also inform the Auditor of contact information for entities that may legally accept any discretionary or mandatory reporting.

- k) **Primary Points of Contact.** The Agency shall provide the Auditor with a list of primary points of contact (P.P.C.) for staff of all relevant disciplines within the agency and the facility (e.g., mental health care, investigations, and housing classification).
- l) **Standard Contract Provisions, Which May Conflict with PREA Standards.** If any provision of this contract is inconsistent with the PREA auditing standards, the auditing standards shall prevail.
- m) **Without cause termination.** The County may terminate the Contract with or without cause upon 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first entered above, for themselves, their heirs, and assigns.

Becker County Sheriff's Office

Negen's Investigative Services

By: 

By: Darnel Carlson

Name: Chris Burton

Name: 

Title: Assistant Jail Administrator

Title: DOJ Certified PREA Auditor

Date: 1/8/24

Date: December 15, 2023

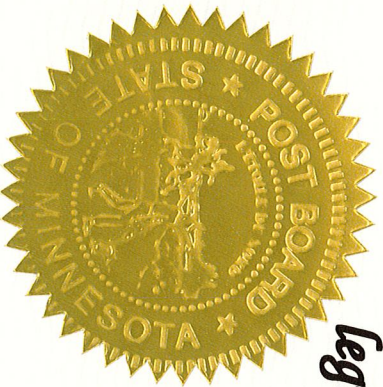
State of Minnesota

Board of Peace Officer Standards & Training

*The Minnesota Board of Peace Officer Standards and Training
presents this certificate to*

Becker County Sheriff's Office

*In recognition of compliance with
legislative mandates and POST Board rules*



December 12, 2023

Date of Issue

Erik Misselt
Executive Director

Skyler Beaty
Standards Coordinator



Board of Peace Officer Standards and Training

1600 University Avenue, Suite 200, Saint Paul, MN 55104

Main: (651) 643-3060 | www.mn.gov/post/

12/12/2023

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

Dear Sheriff Glander,

Congratulations, your agency has successfully passed the compliance review conducted on 12/08/2023.

As you are aware, there are three main areas of importance in the compliance review:

1. Review of POST mandated policies to ensure they include the appropriate content.
2. Confirm all licensed peace officers have received the mandatory training as required by Minn. § 626.8452, Subd. 2 and 3.
3. Verify all peace officers, who are not exempt, have or will receive training in Emergency Vehicle Operation/Pursuit Driving as mandated by Minn. § 626.8458, Subd. 5.

I want to thank you for your time and the professional courtesy shown during our visit. It's my hope this was a positive experience and that your agency has benefited because of our review.

If you have any questions, please feel free to give me a call.

Sincerely,

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

Erik Misselt
Executive Director



BECKER COUNTY SHERIFF'S OFFICE

Todd Glander • Sheriff

OFFICE: 925 Lake Avenue

Detroit Lakes, MN 56501

Phone 218-847-2661 • Fax 218-847-1604

JAIL: 1428 Stony Road

Detroit Lakes, MN 56501

Phone 218-847-2939 • Fax 218-846-2580

CEREMONIAL OATH

FT Sheriff Deputy

Started: October 18, 2023

EUGENE CLARK

#6119

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-24-2C

Support of Active Transportation Infrastructure Program (AT) Grant Application

WHEREAS, Becker County is preparing an Active Transportation Infrastructure Program (AT) grant application to seek State funding in the amount of \$500,000 for sidewalk and ADA improvements along CSAH 7 and CSAH 80 in the City of Lake Park, MN

WHEREAS, the proposed project aligns well with the Lake Park Safe Routes To School Plan and fulfills some of the goals within that plan; and

WHEREAS, the County has programmed street and sidewalk improvements on CSAH 7 and CSAH 80 in the County Highway 5 Year Plan and has committed to funding and maintaining the project as it is an essential part of its local infrastructure;

BE IT RESOLVED THAT the Becker County Board of Commissioners does hereby support the efforts by the County Engineer in an application for \$500,000 in the Active Transportation Infrastructure Program for pedestrian improvements to CSAH 7 and CSAH 80 in the City of Lake Park

IT IS FURTHER RESOLVED that Becker County, if successful in its application, will develop full project plans in accordance with State Aid rules for approval, let the project, administer the project, pay all costs associated with the project beyond the AT infrastructure grant award and maintain the improvements.

Duly adopted at Detroit Lakes, MN this 16th day of January 2024.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ John Okeson
John Okeson
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 January 16, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 01-24-2D

**Support of Active Transportation Infrastructure Program (AT) Grant Application
by the City of Frazee**

WHEREAS, the City of Frazee (City) has prepared an Active Transportation Infrastructure Program (AT) grant application to seek State funding in the amount of \$650,000 for the construction of trails within Wannigan Regional Park in Frazee, Minnesota; and

WHEREAS, the State/MNDOT requires that an AT project must have a sponsoring agency to review, approve and if necessary maintain the project; and

WHEREAS, the City of Frazee is requesting that Becker County act as a sponsor to its AT project identified as Trails Within Wannigan Regional Park; and

WHEREAS, the City of Frazee has committed to funding and maintaining the project as it is an essential part of its local infrastructure;

NOW THEREFORE BE IT RESOLVED: That the Becker County agrees to act as sponsoring agency for the AT project identified as the Trails Within Wannigan Regional Park and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project, responsibility for seeing this project through its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED THAT James Olson, County Highway Engineer, is hereby authorized to act as agent on behalf of Becker County.

Duly adopted at Detroit Lakes, MN this 16th day of January 2024.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ John Okeson
John Okeson
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 January 16, 2024, as recorded in the record of proceedings.

Pat Oman
County Administrator

Capital Improvement Expenditure Request Form

Date Requested: January 16th, 2024

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: 2024 Fecon BK 7618 skidsteer attachment and demolition door for our existing John Deere track skidsteer

Request Amount: \$48,931

EXPLANATION OF THE REQUEST

Purpose/Need: This unit will be utilized to clear brush and trees from the right of way. It is capable of removing large trees and brush and mulching to eliminate debris.

Savings Achieved (Dollar Amount/Time/ Efficiency): Labor time for brushing will be reduced with the use of the skidsteer and forestry head. Road right of ways will be safer because of increased visibility.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? Yes

Action Taken (If different than request): _____

Date Request Completed: _____

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



Investment Proposal (Quote)

RDO Equipment Co.
 2960 34th St S
 Moorhead MN, 56560
 Phone: (701) 526-2200 - Fax: (701) 526-2201

Proposal for:
 BECKER COUNTY HWY DEPT[PARKS & REC]
 1771 N TOWER RD
 DETROIT LAKES, MN, 56501

Investment Proposal Date: 1/11/2024
Pricing Valid Until: 1/25/2024
Deal Number: 1734359
Customer Account#: 4463010
Sales Professional: Brady Burgess
Phone: (701) 526-2234
Fax: (701) 526-2235
Email: BBURGESS@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 FECON Bk7618	\$45,539.49
Equipment Subtotal:				\$45,539.49

Purchase Order Totals

Balance:	\$45,539.49
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$45,539.49
Cash with Order:	\$0.00
Balance Due:	\$45,539.49

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 FECON Bk7618	BK7618-FCR-1V-333G-2000 BK7618 MULCHING HEAD. FECONCUT RESTRICTION ROTOR W/VIKING AXE TOOLS.76" WORKING WIDTH



Investment Proposal (Quote)

RDO Equipment Co.
 2960 34th St S
 Moorhead MN, 56560
 Phone: (701) 526-2200 - Fax: (701) 526-2201

Proposal for:
 BECKER COUNTY HWY DEPT[PARKS & REC]
 1771 N TOWER RD
 DETROIT LAKES, MN, 56501

Investment Proposal Date: 1/10/2024
Pricing Valid Until: 1/24/2024
Deal Number: 1734355
Customer Account#: 4463010
Sales Professional: Brady Burgess
Phone: (701) 526-2234
Fax: (701) 526-2235
Email: BBURGESS@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE SSDEMO	\$3,391.00
Equipment Subtotal:				\$3,391.00

Purchase Order Totals

Balance:	\$3,391.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$3,391.00
Cash with Order:	\$0.00
Balance Due:	\$3,391.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE SSDEMO	None



1600 Hwy 55E Buffalo MN, 55313
 Phone: (763) 682-2200
 Fax: (763) 682-6141
 Cell: (763) 286-3658
 Email seth@welters.net

Todays Date: 01/10/2024

Sales Contact
 Seth Strehler

Contract Release:
 Contract Number:
 Vendor Number: 0000193702

Quote Expires
 30 Days

Quote For: Becker County
 Virnig V70 Drum Mulcher

Part Number	Qty.	Description	Price
DRM72VB	1	72" Variable Piston Bite Control drum 30-50 GPM	\$ 46,975.00
DRM-PG	1	Pressure gauge	\$ 495.00
DRM72TKS	52	Steel Planer Teeth	\$ 1,820.00

Sub Total	\$ 49,290.00
20% Discount	\$ (9,858.00)
Total	\$ 39,432.00
Dealer setup/PDI	\$ 150.00
Freight	\$ 500.00
Tax	ST3 Form
Grand Total	\$ 40,082.00

 Approve here to accept order Date



1600 Hwy 55E Buffalo MN, 55313
 Phone: (763) 682-2200
 Fax: (763) 682-6141
 Cell: (763) 286-3658
 Email seth@welters.net

Todays Date: 01/09/2024

Sales Contact
 Seth Strehler

Contract Release:
 Contract Number:
 Vendor Number: 0000193702

Quote Expires
 30 Days

Quote For: Becker County
 Loftness Battle Ax S series

Part Number	Qty.	Description	Price
71BSQ44B1	1	71" Loftness Battle Ax 38-42.9 6000 PSI	\$ 29,603.00
49366	1	Variable Placement Piston Motor	\$ 12,110.00
	36	Quadco Reversible Knives	\$ 1,480.00

Currently in Stock

Freight

Sub Total	\$ 43,193.00
15% Discount	\$ (5,712.00)
Total	\$ 36,394.00
Dealer setup/PDI	\$ 150.00
Freight	\$ 500.00
Tax	ST3 Form
Grand Total	\$ 37,044.00

 Approve here to accept order Date



1600 Hwy 55E Buffalo MN, 55313
 Phone: (763) 682-2200
 Fax: (763) 682-6141
 Cell: (763) 286-3658
 Email seth@welters.net

Todays Date: 01/9/2024

Sales Contact
 Seth Strehler

Contract Release:
 Contract Number:
 Vendor Number: 0000193702

Quote Expires
 30 days

Quote For: Becker County
 FAE 72" drum Mulcher John Deere 333G

Part Number	Qty.	Description	Price
UML/SSL150 sonic	1	FAE 72" Skid steer brush mulcher	\$ 44,410.00
	1	Electric Harness 7 or 14 pin	\$ 265.00
	1	Hydraulic Hoses/Couplers	\$ 688.00

Currently in Stock

Freight

Sub Total	\$ 45,363.00
18% Discount	\$ (8,165.34)
Total	\$ 37,197.66
Dealer setup/PDI/Delivery	\$ 150.00
Inbound Freight	\$ 900.00
Tax	ST3 Form
Grand Total	\$ 38,247.66

 Approve here to accept order Date



Investment Proposal (Quote)

RDO Equipment Co.
 2960 34th St S
 Moorhead MN, 56560
 Phone: (701) 526-2200 - Fax: (701) 526-2201

Proposal for:
 BECKER COUNTY HWY DEPT[PARKS & REC]
 1771 N TOWER RD
 DETROIT LAKES, MN, 56501

Investment Proposal Date: 1/10/2024
 Pricing Valid Until: 1/24/2024
 Deal Number: 1734036
 Customer Account#: 4463010
 Sales Professional: Brady Burgess
 Phone: (701) 526-2234
 Fax: (701) 526-2235
 Email: BBURGESS@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE MH60	\$52,960.00
			Prep / Reconditioning SET UP	\$750.00
			Customer Discount SOURCEWELL DISCOUNT 14% OFF LIST	(\$7,414.40)
			Freight in	\$1,000.00
			Freight Out	\$200.00
			Equipment Subtotal:	\$47,495.60

Purchase Order Totals

Balance:	\$47,495.60
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN COUNTY TAX:	\$0.00
MN CITY TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$47,495.60
Cash with Order:	\$0.00
Balance Due:	\$47,495.60

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE MH60	None

Capital Improvement Expenditure Request Form

Date Requested: January 16, 2024

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Pre-buy of Base One product for aggregate road base stabilization.

Request Amount: \$95,631.25 for 3,575 gallons of product.

EXPLANATION OF THE REQUEST

Purpose/Need: The Base One product will be used to stabilize and strengthen the aggregate base as part of the 2024 road construction program.

Savings Achieved (Dollar Amount/Time/ Efficiency): The pre-buy program will provide a savings of \$14,712.50.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? Yes, planned as part of the 2024 road construction program.

Action Taken (If different than request): _____

Date Request Completed: _____

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

From: [David West](#)
To: [Jim Olson](#)
Subject: [EXTERNAL]Team Lab 2023-2024 BASE ONE Pre-Buy information
Date: Thursday, November 30, 2023 9:43:21 AM

BECKER COUNTY SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

Good Morning Jim,

I would like to let you know we will be offering our BASE ONE pre-buy special for the 2024 construction season.

The pre buy runs from December 1st 2023 through January 31st 2024.

The pre buy special is for every 5- 275 gallon totes of BASE ONE purchased at \$7,356.25 per tote plus any applicable taxes you will receive 1- 275 gallon tote Free!

- Pre order from Dec 1st ,2023 through Jan 31st ,2024.
- The BASE ONE® will be available for pickup at our warehouse upon request in the spring.
- Payment terms are 30 days net.

If you have questions please let me know.
Talk to you soon.

Thank You,

David West
Vice President
Team Laboratory Chemical
"Innovative Solutions"
218-850-9537 - Local Cell
800-721-9537 - Cell
800-522-8326 - Office

Capital Improvement Expenditure Request Form

Date Requested: January 16th, 2024

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: ½ Ton 4x4 crew cab pickup

Request Amount: Not to exceed \$50,000

EXPLANATION OF THE REQUEST

Purpose/Need: This pickup will replace an older high mileage vehicle and will be used in engineering.

Savings Achieved (Dollar Amount/Time/ Efficiency): This will keep miles low on the newer vehicles we have by rotating down from high mileage drivers. This will keep maintenance/repair costs down by keeping an updated fleet.

Are There Sufficient Funds In Your Budget? Yes

Was This In Your 5-Year Capital Improvement Plan? Yes.

Action Taken (If different than request): _____

Date Request Completed: _____

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



BECKER COUNTY

HIGHWAY DEPARTMENT

1771 N Tower Road • Detroit Lakes, MN 56501

218-847-4463

MEMORANDUM

Date: January 11, 2024

To: Becker County Board of Commissioners

From: Jim Olson, County Engineer

Subject: Request to dispose of County property

Discussion: Staff is requesting to sell County property by means of an online auction utilizing the services of Auction Block in Audubon. Property to be sold will include a 2014 three point Snowblower.