



BECKER COUNTY BOARD OF COMMISSIONERS  
Regular Meeting  
Date: Tuesday, February 20, 2024 at 8:15 AM  
Location: Board Room, Courthouse  
or  
Virtual TEAMS Meeting Option  
Call-In #: 763-496-5929 - Conference I.D.: 610 953 10#

- 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 February 6, 2024 5
  - 3. Minutes of February 8, 2024 Emergency Meeting 9
- 8:25 Consent Agenda
  - 1. Auditor-Treasurer 10
    - a) Regular Claims, Auditor Warrants, and Claims over 90 Days
  - 2. Human Services
    - a) Contracts/Agreements
      - Clay County (Caseworks) Hosting Agreement and BAA 11
      - Lake Park/Audubon Schools Agreement for Job Shadow 29
    - b) Community Support
      - Resolution 02-24-2B - Clay County PRTF Development 32
      - Two Letters of Support for Family Resource Center 36
    - c) Medica Innovation Grant Approval 38
    - d) Out of State Training Request - NWA Conference 39
    - e) Claims Human Services, Public Health, and Transit
- 8:30 Commissioners
  - 1. Open Forum
  - 2. Reports and Correspondence
  - 3. Appointments
    - a) Board of Adjustments - Mike Sharp
- 8:55 County Administrator - Human Resources
  - 1. Report
  - 2. Executive Search 45
  - 3. Classification and Compensation Study 53
  - 4. University of Minnesota Extension presented by Cecilia Amadou and Elliot Lawrence 59
- 9:25 Auditor-Treasurer
  - 1. License List 78

- 2. Memo to Board to Set Presidential Nomination Primary (PNP) Canvass Date 79
- 9:30 Sheriff
  - 1. Space Needs Feasibility Study 80
- 9:35 Land Use/Environmental Services
  - 1. Resolution 02-24-2A - Public Land Survey System Grant Request 82
- 9:40 Planning & Zoning
  - 1. Memorandum of Understanding with Pelican River Watershed/Cormorant Watershed for Permitting 85
  - 2. Comprehensive Plan Update
- 9:50 Break
- 10:00 Public Hearing
  - 1. Minn. Stat. 375A.06 Subdivision 1 Public Hearing on written charges forming the basis for termination of the County Administrator.
- 10:30 Consider Termination of the County Administrator
- Adjourn



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## BOARD MEETING AS POSTED

### BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, February 6, 2024, at 8:15 am

LOCATION: Board Room, Courthouse

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

#### Agenda/Minutes:

1. Agenda – Motion and second to approve agenda (Nelson, Meyer) carried.
2. Minutes – Moved and second to approve minutes of January 16, 2024, with the requested changes (Jepson, Meyer) carried.
3. Motion and second to approve the Consent Agenda (Nelson, Jepson) carried.

#### Commissioners:

1. Open Forum:
  - Willis Mattison – In support of Mr. Lindow to stay on Planning Commission Committee.
  - Craig Hall – In support of removing Mr. Lindow from the Planning Commission Committee.
  - Howard Anderson – In support of Mr. Lindow to stay on Planning Commission Committee.
  - Rick Anderson – In support of Pat Oman.
  - Joe Stenger – In support of Pat Oman.
  - Brian Ahlsten – Opposition of Redesigned Minnesota State Flag.
  - Nicole Martinson – In support of Pat Oman.
2. Reports and Correspondence: Reports were provided on the following meetings:
  - Commissioner Nelson – Recognition of Matt Erickson, U of M Extension Awards, Sunnyside, NRM, Sheriff, Courthouse.
  - Jepson – Becker County Childrens Initiative, EDA, Crow Wing Watershed, Mahube-OTWA.
  - Vareberg – NRM, EDA, Environmental.
  - Okeson – Environmental, Transit, Pelican River Watershed, Prairie Lakes Municipal Solid Waste.

- Meyer – Transit, Historical Society, Fair Board, Lakes County Service Co-op.

County Administrator: presented by Pat Oman.

1. Report.
  - Union Negotiation Team is set and negotiations are to begin in February.
2. Hunters for Hunters
  - Motion and second to sign a letter of support to return Wolf Management to the state of Minnesota (Nelson, Jepson) carried.
3. New State Flag Discussion.
  - Motion and second to mirror Crow Wing Flag Resolution and authorize the Board Chair to sign (Meyer, Jepson) carried.
4. Capital Improvement Plan discussion.
5. Centralized Accounting.
  - Discussion on placing accounts under the supervision of the Administrator.
  - In support of moving accounting staff to their respective departments by consensus.
  - Mary Hendrickson objects to moving a third of her staff under administration.
  - Supporting documents will be provided at a later board meeting.
6. Classification and Compensation Study – Tessia Melvin.
  - Discussion on the appeal process and appeals received.
  - Motion and second to approve the DDA recommendations with the exception of the Land Use Director to be looked at further (Meyer, Vareberg) carried.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to approve Resolution 02-24-1A – Carsonville Fire Fighters Relief Association for a raffle on October 19, 2024 at Jack Pines Resort in Carsonville Township (Nelson, Meyer) carried.
2. Motion and second to approve Resolution 02-24-1B – Cormorant Lions Club for a raffle on August 17, 2024 at Cormorant Community Center in Cormorant Township (Meyer, Nelson) carried.
3. Motion and second to approve Renewals for 3.2 Off-Sale and Wine, and Strong Beer on Sale to Jolly Fisherman – Anne Buelow -Round Lake Twp (Jepson, Nelson) carried.
4. Motion and second to set a Public Hearing on March 5, 2024 at 9:00 am to take public comment on the new Off-Sale Intoxicating Liquor License for Swanies Pub in Cormorant Township (Jepson, Meyer) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve Resolution 02-24-1D – Appointment of Lieutenant Luke Sweere – Deputy Director Emergency Management (Meyer, Jepson) carried.
2. Motion and second to ratify the Medical Examiner Contract Amendment (Jepson, Meyer) carried.
3. Motion and second to approve the purchase request for a Command Post Radio from Motorola Solutions in the amount of \$6,355.44 (Nelson, Meyer) carried.
4. Motion and second to approve the Personnel Request for Temporary Boat & Water Deputies using Boat & Water Grant Funds (Meyer, Jepson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve a Capital Outlay Request for Osage Shop Lighting from Cummings Electric in the amount of \$4,391 (Varberg, Okeson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 12/20/2023
  - Soo Pass – Request a Conditional Use Permit for Shoreland Conservations Subdivision consisting of sixteen (16) units.
  - Motion and second to concur with the Planning Commission recommendation and the developer plan as presented (Jepson, Meyer) carried.
2. Planning Commission Special Meeting Recommendations 01/09/2024
  - Recommendation for removal of a Planning Commission Member for misconduct.
  - Steve Lindow – speaking on his behalf.
  - Motion and second to Table indefinitely with no call date (Nelson, Meyer) carried.
3. Planning Commission Recommendations 01/31/2024
  - Thomas J Wettels – Request a Conditional Use Permit to operate a Firearms Business.
    - i. Motion and second to concur with the Planning Commission recommendation (Jepson, Nelson) carried.
  - Verizon on Becker County Land – Request a Conditional Use Permit to construct a two hundred and fifty (250) foot self-support cellular tower.
    - i. Adjusted height to 309 feet.
    - ii. Motion and second to concur with the Planning Commission recommendation with required lighting (Vareberg, Jepson) carried.
4. Comprehensive Plan Update.

Consider Continues Employment of County Administrator.

1. Commissioner Nelson made a motion to Terminate County Administrator Pat Oman and seconded by Commissioner Meyer.
  - a. Commissioner Meyer made a motion to amend the original motion to have an effective date of February 20, 2024. Mr. Oman will receive 3 months salary and benefits as stated in Mr. Oman’s Hiring Letter. In the interim, Mr. Oman will be suspended with pay. If Mr. Oman would like to request a hearing with written reasons for termination, he must do so in writing no later than February 13, 2024. If a hearing is requested in writing by Mr. Oman, the hearing will be held during the Board Meeting on February 20, 2024. Commissioner Jepson made a motion to second the amendment made by Commissioner Meyer.
  - b. Roll Call vote called by Commissioner Okeson: Nelson-In Favor, Jepson-In Favor, Meyer-In Favor, Okeson-Opposed, Vareberg-Opposed.
2. Motion and second to authorize the Board Chair to sign as the Administrator until a formal interim administrator is appointed (Nelson, Vareberg) carried.

Being no further business, Chair Okeson adjourned the meeting at 11:27 am.

/s/

Pat Oman  
County Administrator

/s/

John Okeson  
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS  
EMERGENCY MEETING

DATE: Thursday, February 8, 2024 at 4:00 pm

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Board Chair Nelson. Commissioners in attendance: Nelson, Okeson, Vareberg, Jepson and minute taker Peggy Martin. Commissioner Meyer was in attendance via Teams.
2. Pledge of Allegiance.
3. Board Chair Okeson stated that Commissioner Meyer was in attendance via Teams at 7596 MN 64 Motley, MN.

Agenda:

1. Motion and second to appoint Human Resources Director Carrie Smith as Interim County Administrator effective immediately (Vareberg, Nelson).
  - Roll call vote by Commissioner Okeson: Nelson-In Favor, Jepson-In Favor, Vareberg-In Favor, Okeson-In Favor, Meyer-In Favor.

Being no further business, Chair Nelson adjourned the meeting at 4:09 pm.

/s/ Carrie Smith  
Carrie Smith  
Interim County Administrator

/s/ John Okeson  
John Okeson  
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Friday, February 16, 2024 at 8:30 AM

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

Administrator - Human Resources

1. Classification and Compensation Study
2. Executive Search
3. Interim Administrator Salary

Auditor-Treasurer

1. Claims

Human Services

1. Contracts/Agreements
  - a) Clay County (Caseworks) Hosting Agreement and BAA
2. Medica Innovation Grant Approval
3. Out of State Training Request - NWA Conference
4. Claims Human Services, Public Health & Transit

Sheriff

1. Space Needs Feasibility Study

Land Use/Environmental Services

1. Resolution 02-24-2A - Public Land Survey System Grant Request

Adjourn

## **Hosting Agreement between Clay County and Becker County**

This agreement is entered into by and between the County of Clay, a Political Subdivision existing under the laws of the State of Minnesota, acting through its Technology Services Division, 807 11<sup>th</sup> St N. Moorhead, MN 56560, hereinafter referred to as the "Host", and Becker County, through its Human Services Division, 712 Minnesota Ave, Detroit Lakes, MN 56501; hereinafter referred to as "County".

### **WITNESSETH:**

WHEREAS, counties benefit through collaboration by reducing duplication of like administrative activities without negatively affecting service capacity, by adding value through sharing the specialized knowledge and experience of staff with the result of increased aggregate service capacity, and by utilizing the evolution of technology to effectively work across distances and jurisdictions, and

WHEREAS, increased efficiencies and streamlining across county lines benefits taxpayers in cost savings, and

WHEREAS, the County has implemented an electronic document management system, Caseworks, through Next Chapter Technology (NCT), within their Health and Human Services Department, consisting of document scanning, electronic document management, electronic forms, and activity management, with one standard for workflow and business process across the counties, ensuring a negotiation of shared resources, authority, and accountability for human services programs; and

WHEREAS, the County desires to "upgrade and migrate" to the current Caseworks platform; and

WHEREAS, the County desires application hosting services for the current Caseworks platform; and

WHEREAS, Clay County currently provides a technological "host environment" for several Minnesota counties, with a centrally located hosting infrastructure in Moorhead; and

WHEREAS, a means for financing both the anticipated startup costs and anticipated annual hosting costs has been identified in the proposed terms and conditions set forth in this Agreement.

WHEREAS, all previous hosting agreements between Host and County are hereby rendered null and void upon signed copy of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

### **I. DEFINITIONS**

**Annual maintenance costs** - annual costs necessary for maintenance of the Software.

**Activity Management** - a client flow and schedule management tool that improves the assignment, coordination, and communication of scheduled and non-scheduled appointments.

**Business Managers** - Financial Assistance supervisors and managers.

**Business Process** - the collection of related, structured activities and tasks that result in determination of eligibility for Social Services public assistance programs.

**Caseworks or Caseworks Editions** - Editions or program specific applications of Caseworks, typically tied to a State System of Record. The following are the current Caseworks Editions and their systems of record:

- Financial Services Edition - MAXIS
- Child Support Edition - PRISM
- Workforce Center Edition
- METS/MNSure Edition - Curam
- Social Services Edition - SSIS
- Accounting Editions - IFS & SSIS, General Accounting

**Electronic Document Management System (EDMS)** - utilization of electronic systems and methods to store and route case information rather than traditional paper files.

**Go Live** - the first productive use of the Software on Host Environment, by the County, after completion of Software installation, testing and training.

**Host-** Clay County.

**Host Environment** - production and test servers on which applications, databases, and documents reside and connectivity to those servers.

**User** - Each actual seat or users who access the system.

**Product Updates and Upgrade** - those improvements and/or modifications to the software that the Vendor generally makes available as part of an annual software support agreement.

**New Product Modules** - any product releases, including added functionality or major enhancement of the software, which the Vendor markets and licenses for additional fees separately from updates and upgrades. The term includes new modules and applications marketed by Vendor that pertain to the electronic document management system.

**Project Sponsors** - Human Services Directors from County.

**Project Manager** - Individual assigned to manage project resources, budget, and communications during the implementation phases of each Caseworks Edition implementation or upgrade.

**Software** - Caseworks and related software provided by Next Chapter Technology, Inc.

**Startup costs** - funds used to set up and implement Caseworks Editions and their scanning, document management, electronic forms, and activity management processes on the Host Environment.

**Statement of Work (SOW)** - a signed document between the Host and the County.

**Workflow** - a sequence of operations declared as work of a person, a group of persons, or an organization of staff.

## II. DESIGNATED REPRESENTATIVES

The following representatives will administer this Agreement for and on behalf of the parties:

Representatives of County:

Technical Representative:

Judy Dodd, Becker County  
IT Director  
915 Lake Avenue  
Detroit Lakes, MN 56501

Business Representative:

Denise Warren, Becker County  
Human Services Director  
712 Minnesota Avenue  
Detroit Lakes, MN 56501

Representatives of Host:

Technical Representative

Rory Schmitz, Clay County  
Technology Services Director  
807 11th Street North  
Moorhead, MN 56560

Business Representative

Rhonda Porter, Clay County  
Director of Social Services  
715 11th Street North, Suite 502  
Moorhead, MN 56560

To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance, and provide ongoing consultation, liaisons shall be designated by Host and County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

## III. THIRD-PARTY VENDORS

The parties agree that provision of Software and Start-Up/Upgrade services under this agreement shall be limited to approved third-party vendors as follows:

A. **Software: Caseworks Editions and Print2CaseWorks**

Next Chapter Technology, Inc. 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344. The Designated Representative of the Vendor is Cathy Wassenaar, Chief Executive Officer

**B. Services: Start-Up/Upgrade Project Management**

Next Chapter Technology, Inc. 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344. The Designated Representative of the Vendor is Cathy Wassenaar, Chief Executive Officer

**IV. NOTICES**

All notices and demands pursuant to this Agreement shall be directed in writing to the Host and County.

**V. COST ALLOCATIONS**

In entering into this Agreement, the Host and County agree to purchase and maintain Software licenses, support, maintenance, and training as follows:

**A. Initial Costs**

- 1) **License** - Host and County must obtain and maintain, at their own cost, a limited, non-exclusive, perpetual license to the Software and interfaces, including all future revisions, Product Upgrades and Product Updates. Any additional software licenses needed • by County for its end use of the Software are the financial responsibility of the County. Invoices for the licenses purchased, as well as the associated ongoing maintenance, are billed directly to the County by the Vendor. Upon request of Host, County must provide proof of Microsoft licensing compliance. Failure to provide proof of a current license within ninety (90) days of request will result in a disconnection of services.
- 2) **Annual Software Support** - Host and County must obtain and continue, at their own cost, Software maintenance services from NCT in order to comply with the License requirements above.

**B. Start-up Costs:**

- 1) County will be charged by Host for a one-time "Start-up" fee which will cover the labor necessary to register County on the Host Environment. The County's cost for the one-time set up fee is as follows:
  - Financial Services Edition – \$3500
  - Child Support Edition - \$3500
  - METS/MNsure Edition - \$0
  - Workforce Center Edition – N/A
  - Social Services Edition – \$3500
  - Accounting Edition – \$3500
  - General Accounting Edition - \$0
  - Future Editions - to be mutually agreed upon by Host and County
- 2) There shall be no net increase in costs to Host. Host will be responsible for costs to establish and maintain the Hosting Environment prior to full

implementation in the County.

- 3) All training related to use of the Software on the Host Environment is considered end user training and is the sole responsibility and cost of County.

**C. Ongoing Costs:**

- 1) Host will charge County an annual "Host EDMS Support Fee" ("Host Fee") as follows:

Financial Services - \$3500

Child Support - \$3500

METS/MNSure Edition - \$0

Workforce Center Edition – N/A

Social Services Edition - \$3500

Accounting Edition – \$3500

General Accounting Edition - \$3500

Future Editions - to be mutually agreed upon by the Host and County

- 2) The Host Fee is in place to cover infrastructure upgrades, costs associated with support of the infrastructure, and replacement of hardware.
- 3) Ongoing costs do not include costs incurred by County to meet its individual needs, such as consulting, implementation, customization, education and training-related services, service to other products; maintenance of software that has been modified or repaired by someone other than third-party vendors set out in Section III; and modification or repair of damage to hardware or software located in County facilities caused by failure to continually provide a suitable operating environment (regardless of cause) or by using the software for other than the purposes for which licensed. Such costs shall be paid directly by County.

Host will prepare annual invoices for Host Fees. County shall remit payment to Host for invoices within thirty (30) days unless other arrangements are agreed upon by the Host and County.

**D. Database and Server Costs**

- 1) The server and database licenses have been purchased by Host with software assurance so as to keep both the server operating system and the database software up to date and supported. Costs for licenses and maintenance are included in the fee defined in C1 above.
- 2) The production server hardware has been purchased and will be maintained by Host.
- 3) The backup server hardware has been purchased and will be maintained by Host.
- 4) Host will be responsible for initial load and ongoing maintenance and

support of all its local server hardware and server operating and database management software.

- 5) County service requests to NCT shall pass through the Host's Help Desk as identified by Host.

## **VI. SCOPE OF SERVICES PROVIDED BY HOST**

- A. Host will provide the production and test environments for the electronic document management system software. During the term of this Agreement, Host will provide the services described herein so as to maintain the services as identified in the following sections, in good, working order, so that the services shall function properly.
- B. Host will ensure sufficient server and storage space will be reserved for use to support County expected application response times for the business unit(s) in the Host hosting environment, including network devices, virtualization technologies, and backups. Host will ensure the memory, processing power, space and disk speeds are of sufficient performance to ensure all seasonal demands and reporting processing effort are responsive and can be completed during working hours and within expected durations.
- C. Host will provide and maintain the operating systems necessary to support effective operation of the hardware and installed software.
- D. Host will provide hardware support services necessary for the operability of all hardware located in the hosted facility.
- E. Backups, Disaster Recovery, and High Availability and Restoration Services. Host agrees to implement and maintain standard processes and procedures to ensure the County's data is highly available and the environments are secure and can be restored. Host agrees to maintain daily differential backups and weekly full backups of all hosted environments. Backup data shall be subject to all terms and conditions as set forth in the terms and conditions of this agreement.

Host agrees to provide restorative services following any incident, outage or disaster, foreseen or unforeseen, when requested by County. Restored data and environments must be to the most recent date possible. In no circumstances, unless mutually agreed upon by Host and County, can the restored data exceed more than twenty-four (24) hours from the date of the incident. Unless mutually agreed upon by Host and County, restoration services must be accomplished within 4 hours. If Host fails to meet data restoration requirements resulting in more than twenty-four (24) hours loss of data, County may terminate the Agreement and Attachments for cause/breach as set forth in the terms and conditions of this agreement.

- F. User Authentication. Host agrees to set up security sufficient for County Users to access the hosted services related to the County's Caseworks installation at the Host's site. NCT will administer the County security within its hosted instance of Caseworks. County is responsible for management of its user



accounts and credentials.

G. Security Practices.

- 1) Hosted Environment: Host agrees to implement commercially reasonable measures to protect the security of the Host Environment and to prohibit unauthorized access to the Host Environment. Under no circumstances will County data, in any format, be hosted or transferred outside of the continental United States.
- 2) Data Center: The following physical security controls apply to County data residing in the Host's data center:
  - a. Servers and devices dedicated to County's use will be located in an access-controlled data center; and
  - b. Host will secure access to data center and limit access to the data center to authorized individuals; and
  - c. Upon termination of this Agreement as set forth in Section XI, Host will wipe data from hard drives and storage devices if equipment is being repurposed or decommissioned by Host.
- 3) Data Encryption at Rest: County data stored on servers shall be encrypted with Federal Information Processing Standards (FIPS)-validated or National Security Agency (NSA)-approved encryption during storage, regardless of location, except when no approved encryption technology solution is available that addresses the specific technology.

## **VII. COUNTY COMPLIANCE**

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, acceptable use policy, change management or other Host policies relating to the Host service offering. Any such actions may cause a disruption in service. County will be responsible and indemnify Host for any damage or service interruptions caused by County or its employees in violation of these provisions, including, without limitation, any damage to any Host provided equipment or colocation infrastructure. County will pay Host, at the current published rates, for reasonable remedial services resulting from the County's actions.

## **VIII. CHANGE MANAGEMENT**

Host will provide the County with reasonable notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. Host will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, Host reserves the right to proceed with any change control if it is determined by Host in its sole discretion that a change control is necessary to maintain the overall integrity of the services if the County has received proper notifications of the impending change.

## **IX. FILES NOT NECESSARY FOR UPGRADES AND "GO LIVE"**

Back file conversion is not in the scope of this project, unless specifically identified, and therefore not considered. However, the preparation of the manual case file and the scanning of the manual case files into the Electronic Data Management System (referred to as the File Prep Process and the File Scan Process) is the responsibility of the County.

## **X. DURATION**

The term of the Agreement shall be in effect from date signed by all parties until December 31<sup>st</sup>, 2024, or an earlier mutually agreed termination date. This Agreement may be supplemented, amended or revised only in writing by agreement of all parties. The term of this Agreement may be terminated by either party by delivered written Notice of Termination as defined below.

## **XI. NOTICE OF TERMINATION**

Written notice of termination shall be made by certified mail or personal delivery directed to each party specified in the Notice section of this Agreement. Notices are deemed effective upon delivery to the Host and County's authorized representative. Written notice is required ninety (90) days prior to renewal to be effective for the following year. If this Agreement is terminated as set forth above, Host will return all County data to County within sixty (60) days of termination date.

## **XII. EFFECT OF TERMINATION**

Termination of this Agreement shall not discharge any liability, responsibility, or right of any party which arises from the performance or failure to adequately perform the terms of this Agreement prior to the effective date of termination, nor shall termination discharge any obligation which by its nature would survive after the date of termination. Early termination prior to the termination terms herein will not absolve any parties from the funding obligations set forth in this Agreement.

## **XIII. ASSIGNMENT**

No party may assign this Agreement without the prior written consent of the other party, and such consent shall not be unreasonably withheld.

## **XIV. NEUTRAL CONSTRUCTION**

The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and has received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision.

## **XV. DATA PRACTICES**

Pursuant to Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act, or MGDPA), Host and County agree that they will continue to be responsible authorities for data created by their agency. Nothing in this Agreement shall result in any change in responsibilities for data practices requests, data access procedures, and compliance responsibilities of the individual agencies. Host and County agree that the originator of the data continues to own the data and responsibilities attendant to creation and maintenance of such data. All requests for data under the MGDPA will be forwarded to the agency that created the data.

Attached hereto and marked as **Exhibit A** is the Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which is hereby incorporated by reference in its entirety. County and Host have read and understand its contents and agree to comply therewith.

## **XVI. SUBCONTRACTORS**

Host may use subcontractors to perform work. Host will use appropriate screening and background checks to assure compliance with this Agreement as well as data privacy practices. Any subcontractor of Host used to perform any portion of this Agreement shall report to and bill Host directly. Host shall be solely responsible for the breach, performance, or nonperformance of any subcontractor.

## **XVII. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XVIII. ENTIRE AGREEMENT AND REMEDY**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties, and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **XIX. MINNESOTA LAW**

This Agreement shall be governed by the laws of the State of Minnesota. Any litigation regarding this Agreement or its contents shall be filed in the County of Clay, if in state court, or in the federal district court nearest to Clay County, if in federal court. Prior to

commencing any litigation regarding this Agreement, the parties shall participate in mediation, with the parties equally responsible for the cost of the mediator. The parties shall mutually agree upon a mediator.

## **XX. WAIVER**

Waiver of either party of any right or remedy pursuant to this Agreement will not be deemed a waiver of any other or subsequent right or remedy pursuant to this Agreement.

## **XXI. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

## **XXII. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER**

### By County.

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, County agrees to indemnify and hold harmless Host from and against all claims of whatever nature, whether suit is initiated or not, arising or resulting from any act, omission or negligence of County, its officers, employees and agents and to indemnify and hold harmless Host, whether suit is initiated or not, against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or proceeding, and the defense thereof. In case of any action or proceeding brought against Host by reason of any such claim, upon notice from Host, County shall defend such action or proceeding at County's cost and expense.

### By Host.

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, Host agrees to indemnify and hold harmless County from and against all claims of whatever nature, whether suit is initiated or not, arising or resulting from any act, omission or negligence of Host, its officers, employees and agents and to indemnify and hold harmless County against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or proceeding arising or resulting from the negligence of Host, its officers, employees and agents. In case of any action or proceeding brought against County arising or resulting from the negligence of Host, its officers, employees, and agents, upon notice from County, Host shall defend such action or proceeding at Host's cost and expense.

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

**COUNTY OF BECKER**

|  |   |   |
|--|---|---|
| <b>By:</b><br><br>_____<br><b>County Administrator</b> | <b>By:</b><br><br>_____<br><b>Director, Social Services</b> | <b>By:</b><br><br>_____<br><b>County Attorney</b> |
| <b>Date:</b>   | <b>Date:</b>  | <b>Date:</b>                                      |

**HOST COUNTY OF CLAY**

|   |  |   |
|---|--|---|
| <b>By: David Ebinger</b><br><br>_____<br><b>Board Chair</b> | <b>By: Rory Schmitz</b><br><br>_____<br><b>Director, Technology Services</b> | <b>By: Brian J. Melton</b><br><br>_____<br><b>County Attorney</b> |
| <b>Date:</b>  | <b>Date:</b>   | <b>Date:</b>  |

**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is made and entered into by and between Becker County (“Covered Entity”) and Clay County Technology Services (“Business Associate”) as of ..... (“Effective Date”). The business relationship between Business Associate and Covered Entity may involve the use and disclosure of health information that is protected by federal law as defined below (“Protected Health Information”). Therefore, to the extent that such Protected Health Information is shared between the parties, this Agreement shall apply and shall set forth the party’s obligations with respect to such Protected Health Information. The provisions of this Agreement shall become binding on the parties beginning on the date on which Protected Health Information is first shared between the parties and shall terminate in accordance with the terms of this Business Associate Agreement.

**1. Definitions**

- a) Breach. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such Protected Health Information such that the unauthorized acquisition, access, use, or disclosure poses a significant risk of financial, reputational, or other harm to the Individual (as defined below). A “Breach” shall not include the following:
- i) any unintentional acquisition, access, or use of Protected Health Information by an employee or person acting under the authority of Covered Entity or Business Associate, as long as such acquisition, access, or use was made in good faith and within the scope of such employee’s or person’s authority with Covered Entity or Business Associate, provided that such information is not further used or disclosed in an unauthorized manner;
  - ii) an inadvertent disclosure by a person who is otherwise authorized to access Protected Health Information at Covered Entity or Business Associate to another similarly situated person at the same Covered Entity or Business Associate, provided that any such information received as a result of such disclosure is not further used or disclosed in an unauthorized manner; or
  - iii) a disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b) Electronic Health Record. “Electronic Health Record” shall mean an electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c) Electronic Protected Health Information. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) Health Plan. “Health Plan” or “Plan” shall have the same meaning as the term “Health Plan” at 45 C.F.R. § 160.103.
- e) HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HITECH Standards (as defined below), the January 25, 2013 final rule issued by the Secretary (the “Final Rule”), and all future regulations promulgated thereunder.

- f) HIPAA Rules. “HIPAA Rules” means the Privacy Rule (as defined below) and the Security Rule (as defined below).
- g) HITECH Standards. “HITECH Standards” means Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules, including the Final Rule.
- h) Individual. “Individual” shall have the same meaning as the term “individual” at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i) Privacy Rule. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 164.
- j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- k) Required By Law. “Required By Law” shall have the same meaning as the term “required by law” at 45 C.F.R. § 164.103.
- l) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- m) Security Incident. “Security Incident” shall have the same meaning as the term “security incident” at 45 C.F.R. § 164.304.
- n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162, and 164.
- o) Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.
- p) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, the HITECH Standards, the Final Rule, or any future regulations promulgated or guidance issued by the Secretary thereunder.

## **2. Relationship of Parties**

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

## **3. Ownership of Protected Health Information**

Business Associate acknowledges that all right, title and interest in and to any Protected Health Information furnished to Business Associate vests solely and exclusively with Covered Entity or the Individual to whom such Protected Health Information relates.

## **4. Obligations and Activities of Business Associate**

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required By Law.
- b) Business Associate will make reasonable efforts to limit requests for and the use and disclosure of Protected Health Information to the minimum necessary, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement, any underlying agreement, or as Required By Law.
- c) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.
- d) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.
- e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. To the extent that Business Associate creates, receives, maintains or transmits Electronic Protected Health Information, Business Associate agrees to report as soon as practicable to Covered Entity any Security Incident, as determined by Business Associate, involving Protected Health Information of which Business Associate becomes aware. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. The parties agree that this section satisfies any reporting required by Business Associate of attempted but Unsuccessful Security Incidents (as defined below) for which the parties agree no additional reporting shall be required. "Unsuccessful Security Incidents" include but are not limited to activity such as "pings" and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other attempts to penetrate such computer networks or systems that do not result in unauthorized access, use or disclosure of Electronic Protected Health Information.
- g) Following Business Associate's discovery of a use or disclosure of Unsecured Protected Health Information that is not provided for by this Agreement, Business Associate shall notify Covered Entity of the Breach without unreasonable delay, and in no event later than ten (10) calendar days after Business Associate, or any of its employees or agents, discovered the Breach.
- h) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to substantially the same or greater restrictions and conditions on the creation, use or disclosure of Protected Health Information that apply through this Agreement to Business Associate with respect to such information by entering into a business associate agreement.
- i) Business Associate agrees to provide access, at the request of Covered Entity, and in a time and manner mutually acceptable to Business Associate and Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity, or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524.



- j) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in a time and manner mutually acceptable to Business Associate and Covered Entity.
- k) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- l) Within ten (10) business days (or such other date that Business Associate and Covered Entity may reasonably agree upon) of receiving written notice from Covered Entity that Covered Entity has received a request for an accounting of disclosures of Protected Health Information, Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to make the accounting required in accordance with 45 C.F.R. § 164.528.
- m) Business Associate agrees to honor any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information, upon written notice by Covered Entity to Business Associate. Specifically, upon written notice from Covered Entity that an Individual has made a request to restrict the disclosure of the Individual's Protected Health Information, Business Associate must comply with the requested restriction if, except as otherwise required by law, the disclosure is to a Health Plan for purposes of carrying out payment or health care operations and the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.
- n) Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- o) If Business Associate uses or maintains Protected Health Information in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an Individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate's labor costs in responding to the request.
- p) Business Associate shall not engage in any marketing activities or communications with any Individual unless such marketing activities or communications are allowed by the terms of this Agreement or a separate underlying agreement between the parties, and are made in accordance with the HITECH Standards, the Final Rule, or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities shall be made in accordance with the HITECH Standards, the Final Rule, or any future regulations promulgated thereunder.
- q) If Business Associate knows of, or becomes aware of, a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful shall terminate this Agreement.

- r) Business Associate shall abide by the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Subpart C, specifically the Administrative Safeguards at 45 C.F.R. § 164.308, the Physical Safeguards at 45 C.F.R. § 164.310, the Technical Safeguards at 45 C.F.R. § 164.312, and the policies and procedures and documentation requirements at 45 C.F.R. § 164.316, in the same manner such provisions apply to Covered Entity.
- s) Business Associate shall not receive remuneration, directly or indirectly, in exchange for any Protected Health Information, unless so allowed by the terms of this Agreement or a separate underlying agreement between the parties and in accordance with the HITECH Standards, the Final Rule, and any future regulations promulgated thereunder.
- t) To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

## **5. General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement:

- a) Business Associate reserves the right to use Protected Health Information for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, and to provide data aggregation services to Covered Entity.
- b) Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- c) Business Associate may disclose Protected Health Information in its possession for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such Protected Health Information will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

## **6. Obligations of Covered Entity**

- a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any change in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such change may affect Business Associate's permitted or required use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use and/or disclosure of Protected Health Information, which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- d) Covered Entity shall notify Business Associate if it has entered into “Business Associate Agreements” with any third parties (e.g., case managers, brokers or third-party administrators) to which Covered Entity directs and authorizes Business Associate to disclose Protected Health Information

## **7. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity.

## **8. Term and Termination**

- a) Term. The term of this Agreement shall commence on the Effective Date which shall be no later than the earliest applicable compliance date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Termination for Cause. Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:
  - i) Provide an opportunity for Business Associate to cure the breach of this BAA or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c) Effect of Termination.
  - i) Except as provided in paragraph (ii) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain copies of the Protected Health Information.
  - ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, or if Protected Health Information is retained by Business Associate for purposes described in Section 5 above, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible or necessary for purposes of Section 5 above. Upon determination that return or destruction of Protected Health Information is not feasible or necessary for purposes of Section 5 above, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

## **9. Miscellaneous**

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- b) Amendment. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of HIPAA. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA.
- c) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

**COVERED ENTITY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COVERED ENTITY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COVERED ENTITY:**

By: \_\_\_\_\_  
As to Form and Execution

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Lake Park Audubon School District

## Individual Training Agreement for **Non-Paid** Experiential Learning Opportunity

**Type of Training Agreement:**    \_\_\_ Service Learning    \_\_\_ Community-Based Special Needs  
   \_\_\_ Non-Paid Intern    \_\_\_ Job Shadowing    \_\_\_ Mentorship

Student: \_\_\_\_\_ Age: \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

School: \_\_\_\_\_

**School Coordinator:** \_\_\_\_\_

**Experiential Learning Site/Agency:** \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

**Experiential Learning Site/Agency Contact Person:** \_\_\_\_\_

The experiential learning opportunity will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

Safety Training will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

Coordinator checkbox and verify completion date of training. List completion date: \_\_\_\_\_

All participating parties agree to enter into a short-term experiential learning opportunity authorized by the laws of Minnesota for the purpose of providing education, career exploration and training. The following criteria must be met for a non-paid experience: 1) The internship is similar to training in an educational environment; 2) The internship is for the benefit of the intern; 3) The employer derives no immediate advantage from the activities of the student; 4) The student does not displace a regular employee and is closely supervised; 5) The student understands he or she is not entitled to receive any wages during the agreement time; and, 6) The student understands he or she is not entitled to a job at the end of the experience. (A short-term activity is considered to be up to 40 hours in length).

This agreement may be terminated for any reason during the probationary period by showing good cause by the student, school district or employer. Copies of this agreement should be distributed to the student, parent/guardian, employer and the original kept on file at the school. (Attach copy of Individual Training Plan.)

Participants also agree to the following responsibilities in the implementation of this agreement:

**Student Agrees to:**

- Meet the academic and attendance requirements established by the school district and experiential learning site.
- Abide by the company’s policies and procedures (e.g., attendance, confidentiality, accountability, safety, rules of conduct).



- Maintain acceptable performance at school and at the experiential learning site.
- Participate in progress reviews scheduled with mentors, school personnel and/or parent/guardian; and share information of events or facts relevant to your progress in this program.
- The release of information (e.g., progress reports, grades, activity-related evaluations, and attendance reports) between school and experiential learning site while this agreement is in effect.

Student understands he or she is not entitled to a job at the end of the experiential learning opportunity or to receive any wages during the agreement time.

**Student's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian of Student Agrees to:**

- Support the student in meeting the requirements of the experiential learning opportunity.
- Ensure transportation to and from the experiential learning site is provided when required.
- Participate in any progress reviews scheduled with mentors, school personnel, and student; and communicate information vital to the success and development of the student.
- The release of information (e.g., progress reports, grades, work-related evaluations, and attendance reports) between the school and experiential learning site while this agreement is in effect.

**Parent/Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School Agrees to:**

- Not exclude students from participation in the experiential learning opportunity on the basis of race, color, creed, religion, gender, national origin, age, disability, marital status, and status in regard to public assistance or any other protected groups under state, federal or local Equal Opportunity Laws.
- Support the student in meeting the requirements of the experiential learning opportunity.
- Participate in progress reviews scheduled with mentors, student and student's parent/guardian.
- Comply with all federal, state and local regulations.
- Place students in appropriate experiential learning opportunities based on tested interests, aptitudes and abilities and provide appropriate accommodations when required.
- Provide orientation to the activities and tasks prior to placing students in a non-paid experiential learning opportunity.
- Follow the curriculum provided for the program for all related instruction.
- Assign the appropriately licensed teacher to monitor the experiential learning opportunity (includes regularly scheduled telephone/on-site contact with the student and the experiential learning opportunity site).



**School Coordinator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Experiential Learning Site/Supervisor Agrees to:**

- Derive no benefit from the activities of the student at their site.
- Not displace a regular employee with the student.
- Assure the student is closely supervised at the experiential learning site.
- Provide evidence of general liability insurance coverage for visitors, volunteers, and non-paid experiential learning opportunities.
- Instruct the student in the competencies identified in the training plan provided and document the student's progress when applicable.
- Conduct progress reviews, when applicable, with the student (which may include the parent/guardian and school personnel) and provide copies of those reviews to the school.
- Not exclude students from participation in the opportunity on the basis of race, color, creed, religion, gender, national origin, age, disability, marital status, and status in regard to public assistance or any other protected groups under state, federal or local Equal Opportunity Laws.
- Protect the student from sexual harassment.
- Provide student with safety training, safe equipment, and a safe and healthful workplace that conforms to all health and safety standards of federal and state law (including the Fair Labor Standards Act, OSHA, and Child Labor).

**Experiential Learning Site Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BECKER COUNTY BOARD OF COMMISSIONERS**  
**RESOLUTION 02-24-2B**  
**Clay County PRTF Support**

**WHEREAS**, throughout Minnesota there is inadequate capacity in the continuum of care to support children with high acuity, complex and/or co-occurring conditions that include violent or sexually inappropriate behavior and/or physical health challenges; and

**WHEREAS**, Psychiatric Residential Treatment Facilities (PRTF) are a part of this continuum for children and youth under age 21 with complex mental health conditions and aggression; and

**WHEREAS**, currently there are four PRTF facilities operational in Minnesota with a total capacity of 166 beds and an additional PRTF set to open soon; and

**WHEREAS**, there is a need for additional PRTF beds in the State of Minnesota to meet the needs of children with serious and complex mental health needs; and

**WHEREAS**, the location of PRTF beds must be spread across the state to ensure equal access and proximity to a child's home community, family, and service providers; and

**WHEREAS**, Clay County is committed to establishing a PRTF and will partner with an eligible provider in the delivery of PRTF services; and

**WHEREAS**, Clay County is seeking Minnesota bond funds to aid in land acquisition and building a PRTF;

**NOW THEREFORE BE IT RESOLVED.** That the Board of County Commissioners of Becker County, Minnesota, approves Resolution #02-24-2B to show support for Clay County to develop a PRTF.

Duly adopted this 20th day of February, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
Interim 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 Interim 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 February 20, 2024, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
Interim County Administrator



**What is a PRTF:**

Psychiatric Residential Treatment Facilities (PRTF) provide active treatment to children and youth under age 21 with complex mental health conditions. This is an inpatient level of care provided in a residential facility rather than a hospital. Minnesota has struggled to meet the needs of children, youth, and young adults with complex mental health conditions and PRTF's are and have been instrumental in the continuum of care.

**Who is Eligible for a PRTF:**

To be admitted to a PRTF, the person needs to be under age 21 and have:

- Serious and complex mental health needs
- Severe aggression, or risk to self or others
- Difficulty functioning safely and successfully in the home school and community
- All other community-based mental health services utilized and exhausted
- Been found to require this level of care to improve the individual's condition or prevent further regression.

**What Services are Provided in a PRTF:**

PRTFs deliver services under the direction of a physician, seven days per week, to residents and their families.

Psychiatric residential treatment facility services include:

- Psychiatrist or physician services for development of an individual care plan
- Active treatment to include individual, family, and group therapy
- Family engagement activities
- 24-hour nursing
- Consultation with other professionals
- Coordination of educational services
- Supportive services for daily living, safety, and positive behavior management

**Current PRTFs in Minnesota:**

As of January 16, 2024, there are four PRTFs currently operating in Minnesota with one facility in development. The facilities, location, capacity, and waitlist are as follows:

| Facility                                   | Location     | Bed Capacity | Demographic Served  | Waitlist  | Travel Distance |
|--|--------------|--------------|---|---|-----------------|
| Grafton Integrated Health Network          | Cold Spring  | 30           | Males and Females 8-17, Intellectual disabilities, Autism and/or developmental delays with a psychiatric diagnosis. | 3 Months  | 2.5 hrs         |
| Hoffman Center                             | St. Peter    | 40           | Males 11-17   | 1-2 month wait list for younger and 2-3 month older. Operating 60% capacity-workforce     | 4.25 hrs        |
| Nexus-East Bethel Family Healing           | East Bethel  | 40           | Only taking females up to age 12. Opened in November 2023.  | Currently not taking Males  | 3.5 hrs         |
| Northwood Children's Services- West Campus | Duluth       | 56           | Males and Females 5-21  | Two-years for Females. One year for males 12-21 yr. olds.<br>4-6 months for 5-13 yr. olds | 4.25 hrs        |
| North Homes Children and Family Services   | Grand Rapids | Pending      |   |   | 3.25 hrs        |

### **Why do we need additional PRTFs:**

Throughout Minnesota there is inadequate capacity in the continuum of care to support children with high acuity, complex and/or co-occurring conditions that include violent or sexually inappropriate behavior and/or physical health challenges. Children are being boarded in acute care emergency departments, juvenile detention settings, and even county office spaces and hotels, while agencies work to locate appropriate providers to meet their needs. In many cases this involves dozens of calls both within and outside of Minnesota to try to locate a provider to meet the child's needs.

Much of the time, specialized resources are not available in local communities or even within the State. For children there can be real damage and harm to their relationships with caregivers, siblings, and family systems that significantly impact their growth and development when they must be served several hours away or even several States away from their home.

While access to mental health services is problematic throughout the continuum, children's residential treatment care has shrunk significantly. In a report prepared by AspireMN in July 2023, it is noted that in 2023 "MN has 93 licensed Children's Residential Facilities, 154 have closed since 2005". With these closures, the bed capacity has reduced from 2,474 in 2005 to 1,586 in 2023. This represents a loss of 888 beds or a 36% reduction. "The impact of COVID, between 2020 and 2023, 601 beds closed, meaning 30% of total capacity has been lost in the last three years."

A March 2021 article in the Minnesota Physicians Journal indicated "Minnesota ranks 50 out of all states on having the fewest number of psychiatric beds per capita (3.5 beds per 100,000). The recommendation by health policy experts is 40-60 mental health beds for every 100,000. Most psychiatric units are at max capacity, most of the time- especially child and adolescent units."

The 2023 Final Report from the Minnesota Medical Association-Minnesota American College of Emergency Physicians (MMA-MNACEP) Taskforce to Reduce ED Boarding of Patients with Psychiatric Diagnoses highlighted the following specific to children and residential/hospital level of care:

- "Generally, as the age of an ED patient with a psychiatric diagnosis increases, the odds that said patient will board decreases, Nolan et al, suggest that this may be due to the particular difficulty in locating psychiatric services and securing placement for the pediatric population."
- "The estimated percentage of Minnesota teens experiencing a major depressive episode in 2019-2020 was 19.4% which is a significant increase from the 2005-2006 estimate of 8.4% (Ibid)."
- The "nonprofit Mental Health Minnesota reports that the number of Minnesota children screened online for mental health problems increased 373%, or 1,662 to 7,882, between 2019 and 2020 (Serres, 2021)."
- "The Task Force has heard from multiple stakeholders that the number, regional distribution, and bed type distribution..... of mental health residential treatment beds in Minnesota are inadequate."
- The Task Force recommends advocating for a "supply of mental health residential treatment beds that better accommodates the needs of Minnesotans."
- "The Task Force urges that new residential treatment beds should be distributed equitably across bed types and geographic regions."

- The Task Force recommends support for legislation to require all health plans in Minnesota to offer meaningful coverage for Psychiatric Residential Treatment Facilities for children.

Past reports have also illustrated the need for PRTFs. In 2014, the Minnesota Association of County Social Services Administrators participated in a survey on how many children and youth within the previous two years fit the profile for PRTF. From the 53 counties (out of 87) who responded: 339 children and youth were unserved in 2012 and 385 children and youth were unserved in 2013.

In August 2015, Wilder Research published a services gaps analysis. Key findings suggested a lack of access to psychiatric services, as well as residential and residential treatment services for youth with complex mental health conditions. Counties, in their role of lead agencies, rated residential child and youth psychiatry beds, psychiatric prescribers, and residential placements for children and youth with aggressive behaviors (particularly for youth under age 13) as the largest or most significant gaps.

January 16, 2023, informal snapshot of PRTF needs in 12 surrounding counties indicate 27 children that would meet PRTF level of care right now and there is no bed to serve them. Nine of these 27 kids are at WCRJC currently.

#### **What are Next Steps:**

1. Clay County and Solutions Behavioral Healthcare Professionals seek to partner in the development of a PRTF in Moorhead, Mn (Clay County).
2. Unofficial understanding is that the State Department of Human Services has a desire to establish an additional 100 PRTF beds.
3. Understanding there will be an RFP issued for startup funds and when released can we apply with proposal being a “planning grant”. Idea to determine the number of proposed beds, workforce availability, site development and upfront infrastructure needs.
4. The proposal considered is Clay County would secure the facility and would be looking for infrastructure grants and bonding for construction or renovation for facility development. Need to get a bonding bill in the que.
5. Solutions Behavioral Healthcare Professionals would respond to the next Request for Proposal (RFP) process and would need to be enrolled with Minnesota Health Care Programs (MHCP) to be eligible for reimbursement.



# Becker County Human Services

712 Minnesota Avenue • Detroit Lakes, MN 56501

218-847-5628 • Fax: 218-847-6738 • [www.co.becker.mn.us/dept/human\\_services](http://www.co.becker.mn.us/dept/human_services)



*Adult Services*

*Administration*

*Child & Family Services*

*Child Support Services*

*Public Health*

*Financial Services*

*Behavioral Health*

February 20, 2024

Sauer Family Foundation  
\*85 Grand Avenue  
St. Paul, MN 55105

Dear Sauer Family Foundation,

Please consider this our letter of support for the City of Frazee’s application to conduct a gap community assessment that will inform our work to improve child welfare and health outcomes in Becker County. Becker County Human Services supports this work as a key partner to create a successful Family Resource Center model and recognizes the value of investing in this type of initiative.

Thank you for the opportunity to support the welfare of our youth in Becker County. We are excited about the impact this project will have on the families who need us most.

Sincerely,

Denise Warren

Becker County Human Services Director



# Becker County Human Services

712 Minnesota Avenue • Detroit Lakes, MN 56501

218-847-5628 • Fax: 218-847-6738 • [www.co.becker.mn.us/dept/human\\_services](http://www.co.becker.mn.us/dept/human_services)



*Adult Services*

*Administration*

*Child & Family Services*

*Child Support Services*

*Public Health*

*Financial Services*

*Behavioral Health*

February 20, 2024

Minnesota Department of Health  
PO Box 64975  
St. Paul, MN 55164-0975

Dear Minnesota Department of Health,

Please consider this our letter of support for the City of Frazee’s application to develop and implement a Family Resource Center to improve child welfare and health outcomes in Becker County. Becker County Human Services supports this work as a key partner to create a successful Family Resource Center model in alignment with the Minnesota Strengthening Families network and recognizes the value of investing in families and youth.

Thank you for the opportunity to support the welfare of our youth in Becker County. We are excited about the impact this project will have on the families who need us most.

Sincerely,

Denise Warren

Becker County Human Services Director



## County Innovation Fund

This funding opportunity is available to counties where we have Medicaid membership.



## Funding in the amount of \$ 5,000 were awarded to BCPH for:

The benefit of our Family Home Visiting and Early Childhood education programs, as we offer education to children and parents. We often use teaching materials to reinforce the education given. Some examples of teaching tools that we use are books, kindergarten preparedness kits, dental hygiene kits, colorful stacking blocks, rings, rattles, tummy time blankets/sleep education, breastfeeding support tools, safety items, ect. and age appropriate crafting items during a home or office visit.

## Innovation Fund Requirements

- Project is health and wellness focused for Medicaid populations
- Easy one page application was completed and submitted
- Minimal reporting back; A summary is required post project

# BECKER COUNTY HUMAN SERVICES TRAINING REQUEST

Employee(s): \_\_\_\_\_

Department: \_\_\_\_\_

\_\_\_\_\_

| Name of Training | Presented by | Date(s) | Location of Training |
|------------------|--------------|---------|----------------------|
|                  |              |         |                      |

Training request by:    Employee    Agency                      Earning CEU's:    No    Yes    #CEU's \_\_\_\_\_

*What is your objective in completing this course? Relate this to your current position with Becker County.*

*Supervisor: Please comment on benefit of this training for above employee.*

### Training Costs

Tuition/Registration Cost:    \$   

Transportation Type:    *County Vehicle*    *Personal Vehicle*

Transportation Cost:    \$   

Lodging Cost:    \$   

Subsistence Cost:    \$   

Total Training Cost:    \$   

### Training & Travel Hours

| Date | Start Time | End Time | Total Travel Hrs | Total Training Hrs | Total Work Hrs |
|------|------------|----------|------------------|--------------------|----------------|
|      |            |          |                  |                    |                |
|      |            |          |                  |                    |                |
|      |            |          |                  |                    |                |
|      |            |          |                  |                    |                |
|      |            |          |                  |                    |                |
|      |            |          |                  |                    |                |
|      |            |          |                  | Total Hours        |                |

By: \_\_\_\_\_  
Employee

Date: \_\_\_\_\_

Approved    Not Approved

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

Approved    Not Approved

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

agenda



**Schedule at a Glance**

*\*Subject to change*

A detailed agenda will be available in February.



| Sat, April 6                                | Sunday, April 7                                   | Monday, April 8                                 | Tuesday, April 9   | Wednesday, April 10                                 |
|---|---|---|--|---|
| <b>2:00PM – 5:00PM</b><br>Registration Open | <b>9:00AM – 5:30PM</b><br>Registration Open       | <b>6:30AM – 7:30AM</b><br>Exercise              | <b>6:30AM – 7:30AM</b><br>Exercise   | <b>7:30AM – 8:30AM</b><br>Continental Breakfast     |
|   | <b>10:00AM – 12:00PM</b><br>Section Meetings      | <b>7:30AM- 4:30PM</b><br>Registration Open      | <b>7:30AM- 4:30PM</b><br>Registration Open                                   | <b>8:30am – 9:30am</b><br>Concurrent Sessions       |
|   | <b>1:00PM – 2:30PM</b><br>Opening General Session | <b>8:00AM – 9:00AM</b><br>Continental Breakfast | <b>8:00AM – 9:00AM</b><br>Continental Breakfast                              | <b>9:30am – 9:45AM</b><br>Break                     |
|   | <b>2:30PM – 3:00PM</b><br>Break                   | <b>9:00AM – 10:00AM</b><br>General Session      | <b>9:00AM– 10:00AM</b><br>Concurrent Sessions                                | <b>9:45am – 10:45am</b><br>Concurrent Sessions      |
|   | <b>3:00PM – 4:00PM</b><br>Concurrent Sessions     | <b>10:00AM – 10:30AM</b><br>Break               | <b>10:00AM – 11:00AM</b><br>Break – Last Chance to<br>visit the Exhibit Hall | <b>10:45AM – 11:15AM</b><br>Break                   |
|   | <b>4:00PM – 4:15PM</b><br>Break                   | <b>10:30AM - 11:30AM</b><br>Concurrent Session  | <b>11:00AM – 12:00PM</b><br>Concurrent Session                               | <b>11:15AM – 12:30PM</b><br>Closing General Session |
|   | <b>4:15PM – 5:15PM</b>                            | <b>11:30AM - 1:00PM</b>                         |  |   |

|  |  |  |  |  |
|--|--|--|--|--|
|  | <p>Concurrent Sessions</p> <p><b>5:15PM – 6:30PM</b></p> <p>Exhibit Hall Opening Reception</p> | <p>Lunch on Own</p> <p><b>12:00PM – 1:00PM</b></p> <p>USDA/State Directors luncheon</p> <p><b>1:00PM – 2:00PM</b></p> <p>Concurrent Sessions</p> <p><b>2:00PM – 2:30PM</b></p> <p>Break</p> <p><b>2:30PM – 3:30PM</b></p> <p>Concurrent Sessions</p> <p><b>3:30PM – 4:15PM</b></p> <p>Break – Visit the Posters</p> <p><b>4:15PM – 5:15PM</b></p> <p>General Session</p> | <p><b>12:00PM – 1:30PM</b></p> <p>Lunch On Own</p> <p><b>1:30PM – 2:30PM</b></p> <p>Concurrent Session</p> <p><b>2:30PM – 3:00PM</b></p> <p>Break</p> <p><b>3:00PM – 5:00PM</b></p> <p>Awards Session</p> <p><b>5:00PM – 7:00PM</b></p> <p>50th Celebration!!!</p> |  |
|--|--|--|--|--|

To whom it may concern,

National WIC Association's 2024 Annual Education and Training Conference & Exhibits is an important event for WIC professionals and is the premier event for our community. As being the MN Advisory Board Chair it is part of my duties to attend and represent MN- Local Agency Group Agencies at this conference, with travel support (funding) from the State WIC Program. I will share highlights from the conference with the State Advisory Group, but also with our own local agency. I believe by sending me to NWA's Annual Conference, I will further my professional development and bring back new ideas to our state, agency, and community.

This year's agenda focuses on "**WIC since 1974 a Retro Revival** The schedule includes innovative and new strategies for engagement with WIC participants, which is very relevant to my job challenges currently.

The conference features the best from the community as guest speakers, motivational speakers, breakout sessions and networking. I have attached the tentative agenda released January 2024. While the specific topics are not released yet, I am excited to attend sessions on Breastfeeding, Technology Innovation, and WIC Modernization topics; as these are very important to retaining participation and supporting our families to meet their needs. These sessions, along with all the other breakouts and general sessions will help me with my efforts in making our company more successful and efficient.

Networking is important, especially in the WIC community. The best of the best come to the conference with insights from their experiences and new ideas. I will have the opportunity to meet speakers, colleagues, and the leaders in the industry. I can address them with problems we face and get advice, as well as collaborate and share ideas with one another.

Please check out the conference website <[www.nwica.org](http://www.nwica.org)>.

Expenses include registration, travel, hotel and any meals that is outside of the Annual Conference.

The total cost for the conference is \$2,791.00. The detailed cost breakdown is listed in the paragraph below and attached in our agency document. Being the MN WIC Advisory chair, the agency can submit my expenses after the training to be added out our WIC monthly reimbursement form. Here is my estimated breakdown of conference costs:

Registration: \$649

Airfare: est. \$400.00

Transportation to and from airport parking /hotel: \$250.00

Hotel: \$1192.80 (block rate)

Meals: \$300.00(max \$50/day out of state)

Total : \$2,791.00

The 2024 Annual Education and Training Conference & Exhibits is a terrific value. Registration fees are considerably lower than those for most meetings of this size and caliber.

I am happy to chat further about this with you, and answer any questions you may have. I am confident that by attending this event, I will provide added value to our organization locally and state wide. I look forward to bringing key takeaways back to implement and share with our organization to strengthen our work.

Sincerely,

Katlyn Hubbard

WIC Nutrition & Breastfeeding Coordinator

February 14, 2024

*Sent via email only*

Ms. Carrie Smith  
Becker County  
915 Lake Avenue  
Detroit Lakes, MN 56501

Dear Ms. Smith,

Thank you for the opportunity to submit a proposal to assist Becker County in the recruitment of an Assistant County Attorney. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by local governments, especially in today's job market.

In the attached proposal, you will find the details of the services that will be provided to you. We will make every effort to present the County with a qualified pool of candidates with the hope that the County will find the right candidate that they are looking for and a successful match will be made. To accomplish this, we will spend significant time and resources. However, this service package does not guarantee that a successful recruitment and hire will be achieved.

We would be happy to answer any questions you may have regarding our process. Thank you for your consideration.

Sincerely,



Liza Donabauer  
DDA Human Resources, Inc.

Enclosures



# BECKER COUNTY, MN

## BECKER COUNTY

Assistant County Attorney Recruitment Proposal

Submitted by **DDA Human Resources, Inc.**

February 14, 2024



Prepared by:  
**Liza Donabauer**  
Management Consultant

# CONTENTS OF THE PROPOSAL

- Description of the Firm
- Service Details
- Optional Services
- Timeline
- Service Team
- Fees

## DESCRIPTION OF THE FIRM

Proudly based in Minnesota, David Drown Associates (DDA) is a full-service consulting firm with more than 25 years working with local governments providing a full range of fiscal and economic development services, along with compensation and classification services and executive searches, to over 450 government clients throughout Minnesota. Over these years, we have gotten to know local government well, and we have worked hard to keep our services up to date to meet the ever-changing needs of our clients.

In 2013, we expanded our scope to provide human resources services — we started with executive recruitment and organizational studies and more recently added classification and compensation studies. Because of growth in our human resource service area, a new human resource affiliate company was created in 2017. DDA Human Resources Inc. currently employs eleven individuals serving cities, counties, and special districts throughout Minnesota. The vast majority of our consultants are recent practitioners having served as Administrators or Human Resource Managers.

We have provided executive search services to over 125 cities and counties throughout Minnesota. We take great pride in providing the best service at a fair and equitable price. We think you will find that our small company is nimble, efficient, and personable. We know and understand local government, and that will always guide our work.

## SERVICE DETAILS

### STEP 1: INFORMATION GATHERING

DDA will gather and assemble background information pertaining to the position including speaking with key staff to understand the expectations, challenges, requirements, and responsibilities of the position.

#### Deliverables:

- DDA receives information from the County such as existing job description, salary, etc.

### STEP 2: DEVELOPMENT OF POSITION ADVERTISEMENT MATERIALS

Based on the information received from the County, DDA will develop a position brochure that presents information about the position and organization. A draft will be presented to the County for consideration and approval prior to advertising.

#### Deliverables:

- Draft brochure sent to County for approval

### STEP 3: ADVERTISEMENT AND RECRUITMENT

DDA will comprehensively advertise the position and make direct contact with possible candidates who are not

active job seekers. Some of the places the position will be advertised include: League of Minnesota Cities, Association of Minnesota Counties, National Association of Counties, DDA's LinkedIn page, LinkedIn's Job Board, ICMA, Indeed, municipal associations in Iowa, Wisconsin, and South Dakota, as well as a large number of colleges and universities. In addition, the posting will be shared with specific job-related venues including the Minnesota County Attorneys Association.

We also utilize advanced recruiting efforts on LinkedIn's robust recruiter platform. This platform offers us the use of advanced recruiting filters and provides us with access to and 100% visibility of the more than 850 million LinkedIn users.

We are known for our communication with both the applicant and our client which engages and informs both parties of each step.

**Deliverables:**

- Advertising outreach begins with posting on identified websites and social media platforms
- Direct contact through established professional network
- We utilize our database of identified prospective candidates to contact via email or phone call

## STEP 4: DELIVERING OF APPLICANT MATERIALS

DDA will provide the County with a link to each applicant's profile where they can view their application materials.

**Deliverables:**

- Links to Applicant Profiles which includes cover letter and resume, or
- PDF file of cover letters and resumes of all applicants

## OPTIONAL SERVICES

**Option A:** Background Check (administered through American DataBank)

- If requested, and for an additional fee, DDA can complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items.

**Option B:** Assessments (Work Personality Index and Intellect Profile)

- If requested, and for an additional fee, DDA can also administer a Work Personality Index (provides insight into working relationships and other work-related personality characteristics) and Intellect Profile (measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude).

**Deliverables:**

- If these optional services are used, DDA will provide reports to the County including:
  - American DataBank's background check report
  - Work Personality Index and Intellect Profile reports



# TIMELINE

*This timeline is tentative. The final timeline will be set after the County's decision to proceed.*

| ITEM  | TASK   | COMPLETION DATE                  |
|---|--|----------------------------------|
| <b>Decision by County to Proceed</b>          |  | February 20, 2024                |
| <b>Information Gathering</b>                  | <ul style="list-style-type: none"> <li>▪ Gather all pertinent background information</li> <li>▪ Gather salary information and job description</li> </ul>   | March 1, 2024                    |
| <b>Develop Advertisement</b>                  | Develop 1-2 page advertisement   | March 7, 2024                    |
| <b>Approve Advertisement</b>                  | County approves advertisement  | March 11, 2024                   |
| <b>Candidate Recruitment</b>                  | <ul style="list-style-type: none"> <li>▪ Post position immediately upon approval of advertisement</li> <li>▪ Comprehensively advertise and recruit</li> <li>▪ Email and phone calls to prospective candidates</li> </ul> | March 12, 2024-<br>April 9, 2024 |
| <b>Candidate Application Materials Packet</b> | DDA will provide the County information including: <ul style="list-style-type: none"> <li>▪ Cover Letter &amp; Resume</li> </ul>   | April 10, 2024                   |
| <b>Finalist Assessments (optional)</b>        | DDA will administer Work Personality Index and Intellect Profile Assessments   | TBD                              |
| <b>Finalist Background Checks (optional)</b>  | Background check through American Databank includes: criminal background (county, state, and national), sex offender registry, social security number verification, education verification, credit check                 | TBD                              |

# SERVICE TEAM

## LIZA DONABAUER – PROJECT LEAD

Liza is a Management Consultant and specializes in Executive Search services. Like all DDA HR consultants, she has a background in public administration at both the city and county level, most recently in Kansas and Minnesota. Liza worked in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department. This path led her into city management for Clearwater, Kansas, and Arlington, Minnesota. Throughout the years, her work has centered on human resource management, strong community participation, and leadership development. Liza received her MBA with an emphasis in public administration from the College of St. Scholastica.



Since joining DDA, Liza has conducted over 60 Administrator/Manager, Department and Executive Director searches.

**Contact Information:**

[liza@daviddrown.com](mailto:liza@daviddrown.com)

612-920-3320 x111

P.O. Box 534

Waconia, MN 55387

**Organizations/Affiliations**

- Liza enjoys working with colleagues throughout the state through her involvement in MCMA, a state affiliation of ICMA.
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Recognition and Membership Committee
- Secretary, Board of Directors, Minnesota Municipal Power Agency
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)

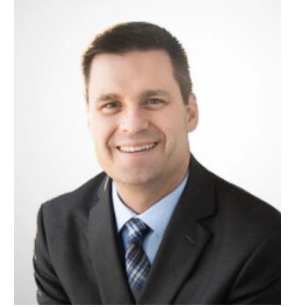
## BART FISCHER

Bart joined DDA in 2023 as a Management Consultant that focuses on mentoring, organizational work, strategic planning, and executive search work. He has over 20 years of experience as a public sector leader/manager in local government organizations as well as most recently working as a consultant with public sector clients.

Bart's experience has taken him from being the Assistant City Administrator in the Cities of Newport and Chaska, Minnesota, to being the City Administrator in the Cities of Falcon Heights and Oakdale, Minnesota. As a consultant, Bart fostered existing client relationships, supported business development, helped mentor staff, and managed strategic client pursuits and partnerships. He is a strategic leader known for relationship development and connecting people around common themes and goals.

Bart holds a Master's in Public Administration from Metropolitan State University in St Paul and a bachelor's degree from the University of Northwestern-St Paul.

Bart will assist with recruitment and consulting as needed.



**Contact Information:**

[bart@daviddrown.com](mailto:bart@daviddrown.com)

612-920-3320 x119

7383 Hyde Ave S

Cottage Grove, MN 55016

## LIZ FOSTER

Liz is an Assistant Consultant that provides support and assistance within our Human Resources Division. Since joining DDA in 2015, Liz has been involved in numerous executive searches and other HR projects.

Liz received the Professional Recruiter Certification and Internet Recruiter Certification through AIRS®.

Some of Liz's duties include community research, creating position profiles, posting position openings, assembling interview materials for our clients, and providing other general administrative support to our consultants.

Liz will assist with advertising and provide administrative support.



**Contact Information:**

[liz@daviddrown.com](mailto:liz@daviddrown.com)

612-920-3320 x108

704 10<sup>th</sup> Ave SE

Austin, MN 55912

## PAT MELVIN

Pat joined DDA as a Management Consultant specializing in Executive Search Services. He has a Government and Management Degree from Saint John's University and a Public Administration Studies master's degree from the University of Minnesota – Mankato which he earned while working for the City of Edina. Pat grew from being the Special Projects Administrator in Wright to becoming the Administrator in McLeod County and has city experience serving as City Administrator in the Cities of Arlington and Minnetonka Beach.

While working in county and city government, Pat has been involved in numerous aspects of local government including policy development, budgeting, human resources (including recruiting), payroll, benefits and workplace investigations, capital improvement plans, contract negotiations, grievance settlements, and managed a group self-insured health insurance plan. Pat enjoys working with a team of individuals to establish goals, address concerns, and build upon success.

Pat will assist with recruitment and consulting as needed.



### Contact Information:

[pat@daviddrown.com](mailto:pat@daviddrown.com)

612-920-3320 x116  
3620 Northome Ave  
Wayzata, MN 55391

## GARY WEIERS

Prior to joining DDA in 2013, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees.

Gary has worked with local governments ranging in size from a couple thousand residents to communities of over 150,000 persons. In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work. Gary was instrumental in developing programs to assist new county administrators and presently mentors all new County Administrators. Additionally, he helped develop a Human Resource Technical Assistance Program that provides one-to-one consultation and access to a host of pertinent documents and policies to counties throughout Minnesota.

Gary has conducted over 95 executive searches and numerous organizational studies. Gary will assist with consulting as needed.



### Contact Information:

[gary@daviddrown.com](mailto:gary@daviddrown.com)

612-920-3320 x109  
1327 Merrywood Court  
Faribault, MN 55021

## FEES

The base fee for the process is \$12,000, payable at the completion of the process. This does not include expenses for the optional services. If the County chooses to add any of those services, the cost for each of those services would be:

- Background Check through American DataBank: \$500/person
- Assessments (Work Personality Index & Intellect Profile): \$125/person

## NO GUARANTEE

Though DDA Human Resources, Inc. will devote significant time and resources on this recruitment, we acknowledge that this service involves a degree of risk for the client. We cannot guarantee that a successful hire will be achieved.

## ACCEPTANCE

Your signature below indicates acceptance of the terms of the proposal state herein.

Client Representative Name: \_\_\_\_\_

Client Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

BECKER COUNTY, MN

# Board Discussion



**DDA**

Human Resources, Inc.

*a David Drown Associates Company*

# Last time we met with Finance Committee

- ▶ Option 1
  - ▶ Get 2.5% COLA
  - ▶ Move into Grid on January 1
  - ▶ On Anniversary date move additional step
  - ▶ Total Cost \$1,157,229 (**\$477,299**)
- ▶ Option 2
  - ▶ Get 2.5% COLA
  - ▶ Move into Grid on Anniversary Date, get an additional full step
  - ▶ Total Cost \$998,583 (**\$318,572**)
- ▶ Option
  - ▶ Get 2.5% COLA
  - ▶ Move into Grid on Anniversary Date
  - ▶ Total Cost \$685,439 (**\$5,439**)

# Did Finance Committee come up with financing of these?

- ▶ If yes, what monies do we have?
- ▶ If no, other options for implementation
  - ▶ July 1 date, cuts cost in half
  - ▶ Just guarantee a 2.5% increase to employees as they move into grid
  - ▶ Other options

# Changes in numbers with classification appeals

- ▶ Option 1

- ▶ Additional \$50,701
- ▶ Total Cost \$1,194,438 (**\$517,508**)

- ▶ Option 2

- ▶ Additional cost \$19,167
- ▶ Total Cost \$1,017,280 (**\$314,954**)

- ▶ Option

- ▶ \$25,340
- ▶ Total Cost \$705,105 (**\$25,105**)



## Questions received from Board

- ▶ What if we change all steps to 1 year, instead of last two occurring at 2 years?
  - ▶ No cost implementation change
- ▶ What if we reduce from 12 steps?
  - ▶ If you reduce the step 1 it is about an additional \$12,000 cost, as those moving into minimum step will get increase.
- ▶ What if we reduce from 12 steps?
  - ▶ If you reduce steps 1 and 2 it is about an additional \$20,000 cost, as those moving into minimum step will get increase.

# Questions



## 2023 Becker County 4-H Impact Report

**41,580** total participants in Minnesota

**243** participants in Becker County

**9,191** new Minnesota 4-H'ers

**43** new 4-H'ers in Becker County

**6,214** first-generation new 4-H'ers in Minnesota

Retained **72%** of youth from 2022

Youth average **7 years** in 4-H

### Learn

Delivered nearly **2,000** events statewide  
Over **24,000** youth across Minnesota showcased learning, demonstrating their growth and mastery in project areas, and **181** in Becker County.

#### Giving youth platforms to share their learning

*"Our county fair is very small and intimate. Everybody knows everybody in some way, shape, or form. Because of this, you make lifelong friends, and that's why it's so special."*

—**Alexis**, Becker Co. 4-H'er



## Lead

**5,882** 4-H'ers across the state participated in leadership events and groups  
**92%** reported gaining confidence in their leadership through Minnesota 4-H  
**80%** reported having an opportunity to lead in Becker County

## Make a difference

**3 in 4** 4-H'ers reported serving their community  
**120** 4-H'ers reported serving their community in Becker County  
**7,439** screened adult volunteers in Minnesota 4-H  
**74** screened adult volunteers in Becker County

### We couldn't do it without our volunteers

*"I love volunteering in 4-H. It is amazing to watch 4-Her's grow. Not only physically but grow in knowledge. This year we had a sewing day and had a lot of 4-Her's sewing for the first time."*

—**Melanie**, Becker Co. 4-H volunteer



**Elliott Lawrence**  
4-H Youth Development Educator  
Becker County  
[lawre735@umn.edu](mailto:lawre735@umn.edu)  
<https://extension.umn.edu/becker>

## Contact Info



UNIVERSITY OF MINNESOTA  
**EXTENSION**



# Becker County 4-H 2023 Impact Report

**Elliott Lawrence**

4-H Youth Development Educator



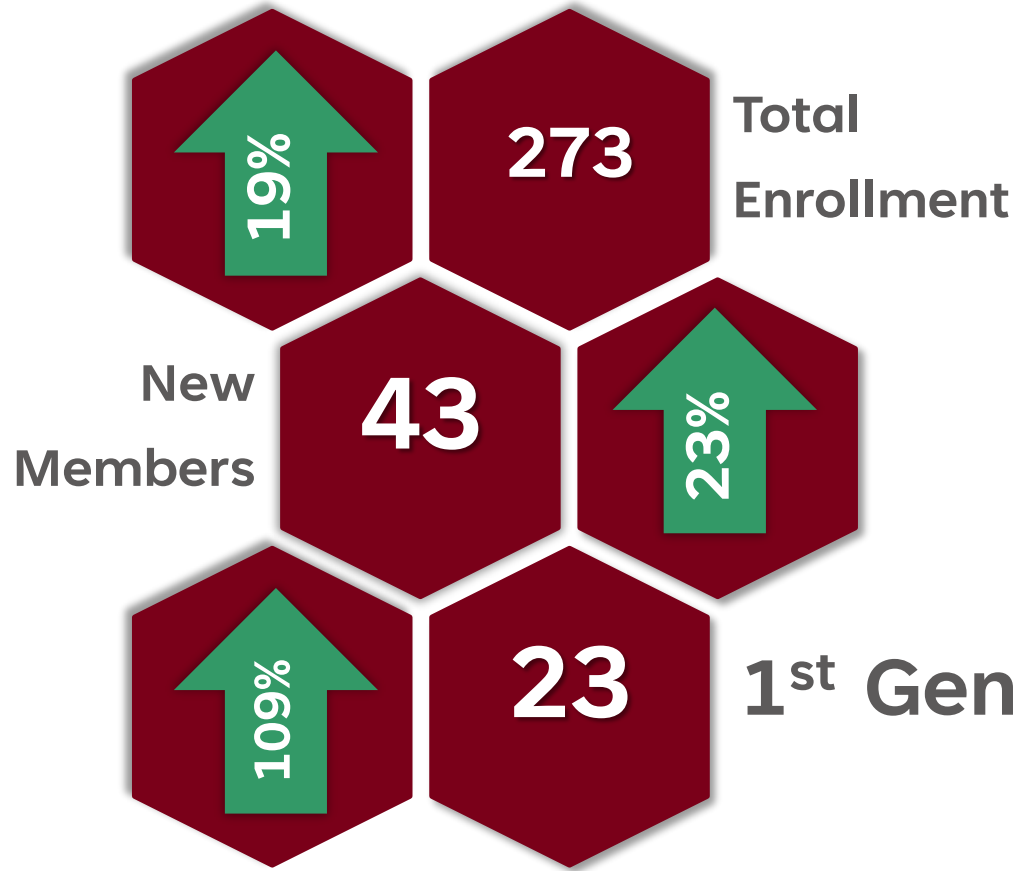
**U of MN EXTENSION**

# 4-H is thriving in our community and across Minnesota

- ❁ 273 youth in Becker County
- ❁ 41,580 youth across Minnesota



# Enrollment Numbers in Becker County



# Continuing to reach new youth and families around the state

9,100+ first-year members statewide, 2/3 of whom are first-generation 4-H families

Retained 72% of eligible youth from 2022





# ...And in Becker County

4-H is reaching new children, youth and families

**43** first-year members

**23** first-gen new members



# Youth learned by doing














Minnesota 4-H educators delivered **nearly 2000** events with unique learning opportunities that added depth to the 4-H'ers learning experiences in 2023



# Youth learned by doing

- 102 Youth participated in 37 unique 4-H events throughout Becker County, Minnesota, and the world.



|  |  |  |  |  |
|--|--|--|--|--|
| <p>4-H Science Sprouts </p>                    | <p>Explore the World of 4-H!</p>   | <p>Hubbard County 4-H Rabbit Fun Show</p>  | <p>Lamb &amp; Wool Camp </p>         | <p>Livestock Workshop</p>  |
| <p>4-H Passport to Adventure Citizenship </p> | <p>4-H Exploring Farm Life </p>                 | <p>4-H Camp at Sand Hill Lake </p> | <p>YELLOW - Youth Exploring Leadership and Learning Opportunities</p>  | <p>Ag Academy: Passion to Career </p> |
| <p>4-H Gross Science </p>                     | <p>Amazing Amphibians and Roaming Reptiles </p> | <p>Passport to Tasty Tuesdays: Foods from Around the World</p>   | <p>4-H Outdoor Adventures Camp </p> | <p>Super Sitters Clinic </p>          |
| <p>4-H Exploring Ocean Life</p>  | <p>Northwest BLU</p>   | <p>4-H Gross Science</p>   | <p>East Central 4-H Camp</p>   | <p>4-H Life Below Ground</p>   |
| <p>Becker County 4-H Family Fun Event</p>  | <p>Northwest TEEL</p>  | <p>4-H Junior Camp </p>            | <p>Rabbit Fun Show-Statewide</p>   | <p>4-H Horse Winter Round Up</p>   |

# Giving youth platforms to share their learning

*“ Our county fair is very small and intimate. Everybody knows everybody in some way, shape, or form. Because of this, you make lifelong friends, and that’s why it’s so special. ”*

~**Alexis**, Becker County 4-H'er



# Youth shared their learning

Over 24,000 youth across Minnesota showcased learning, demonstrating their growth and mastery in project areas



# It's a Fair Assessment...

- **181** Total youth showcased at the Becker County Fair
- **179** Total youth showing animals
- **61** Total youth showing “static” or non-animal exhibits
- **65** Volunteers
- **24** Judges





# Youth are leaders in Minnesota



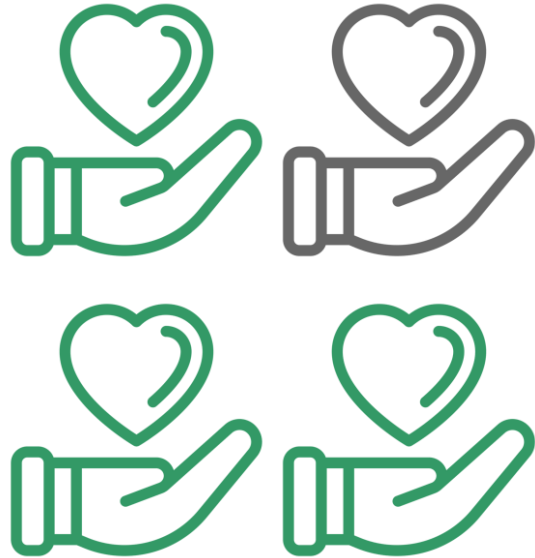


# Empowering youth to lead today

*“4-H gave me many great leadership opportunities. From Ambassadors and 4-H Council business to the county fair and dances, it shaped my life with new and fun experiences”*

~**Isabelle**, Becker Co. 4-H Member & Council President





## Leadership through service

3 in 4 Minnesota 4-H'ers  
volunteered this year,  
which helped make their  
communities thrive

# Our programs thrive with the help of over 7,400 volunteers statewide

*“I love volunteering in 4-H. It is amazing to watch 4-Her’s grow. Not only physically but grow in knowledge. This year we had a sewing day and had a lot of 4-Her’s sewing for the first time.”*

~Melanie, Becker Co. 4-H volunteer



# Our programs have long-term impacts for alumni

*“4-H gave me the opportunity to grow as an adolescent and develop my leadership skills. Skills such as speaking in front of a group, officer skills, teamwork, record keeping, and a deeper appreciation for agriculture. My experiences in 4-H made it an easy decision to sign my kids up for 4-H and watch them grow as well.”*

~**Karla**, Becker Co. 4-H alum





# Thank you for supporting and helping Minnesota youth thrive!

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## **BECKER COUNTY BOARD OF COMMISSIONERS MEETING 2/20/2024**

### **BECKER COUNTY AUDITOR TREASURER**

#### **On-Sale w/Sundays – Renewal**

1. Hotel Shoreham – Cole Hanson – Lakeview Twp

#### **Off-Sale – Renewal**

1. Lakes Corner Liquors – Aaron Aslesen – Erie Twp

#### **Club On-Sale w/Sundays – Renewal**

1. Green Valley Golf Course – Mike Levin – Cormorant Twp
2. Frazee Golf Course – Dan Kaldahl – Burlington Twp

#### **3.2 On/Off-Sale - Renewal**

1. Cedar Crest Resort– Brian Schneck – Maple Grove Twp

#### **Wine and Strong Beer On Sale – Renewal**

1. Cedar Crest Resort– Brian Schneck – Maple Grove Twp

#### **On-Sale w/Sundays – New**

1. Osage Bait & Tackle – Peggy Branstrom – Osage Twp

#### **3.2 Off-Sale – New**

1. Osage Bait & Tackle – Peggy Branstrom – Osage Twp

#### **Club On-Sale – Renewal**

1. Cormorant Lakes Sportsman’s Club – Lorry Zaeske – Cormorant Twp

#### **Temporary 1-4 Day On-Sale Liquor License**

1. Detroit Mountain Recreation Area – Tom Thiel – March 2, 2024 – Erie Twp



# BECKER COUNTY

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7311

## MEMORANDUM FOR ACTION

Date: 02/14/2024

SUBJECT: Set Canvassing Date for Presidential Nomination Primary

TO: Becker County Board of Commissioners

The Presidential Nomination Primary will be held on March 5, 2024. MS 204C.32 requires Auditor to canvass either the second or third day following a State Primary.

Action: The Auditor-Treasurer requests the County Board of Commissioners set the Canvassing Board to meet on March 7, 2024, at 3:00 pm in the 2<sup>nd</sup> floor board room of the Courthouse to review and certify the election results. Two commissioners are required to be members of the Canvass Board.

The results will be sent to the State for certification which will be held March 12, 2024.

Distribution: Board of Commissioners, Interim County Administrator



January 23, 2024

Mr. Todd D. Glander, Sheriff  
Becker County Law Enforcement Center  
925 Lake Avenue  
Detroit Lakes, MN 56501

Re: Becker County Law Enforcement Center Feasibility Study  
***Professional Services Proposal***

Dear Sheriff Glander:

Klein McCarthy Architects (KMA) appreciates the opportunity to present you with our Team's scope of work and fees to provide professional Feasibility Study services for the Sheriff's Office to be built at the County Jail site located at 1428 Stony Rd, Detroit Lakes, MN 56501.

We spend a great deal of time in performing our feasibility studies and do not try to shortcut the evaluations as they become the cornerstones of everything that may be proposed, and they form the basis for everything that comes from them. They must be complete, accurate, factual, and defensible because the County residents deserve that level of service and information. Our scope of services will include:

- A. Scope of Work
  - 1. Sheriff's Office Space Program
  - 2. Concepts drawings showing Sheriff's Office divisions on the site to evaluate the layouts.
  - 3. Site development plan.
  - 4. PowerPoint presentation for the County Board.
- B. Meetings
  - 1. Kickoff – On-site Meeting #1
    - a. Meeting with the Sheriff's staff to develop the project requirements including the space program and site layout requirements.
  - 2. Option Review – Virtual Meeting #2
    - a. Meeting with the Sheriff's staff to finalize the space program and review concept layouts.
  - 3. Option finalized – Virtual Meeting #3
    - a. Finalize the concept layout and review County Board materials.
  - 4. County Board presentation – Virtual Meeting #4
    - a. Presentation of the Feasibility Study including the Space Program and final concept layout.

Our fees for the County scope of work for these Basic Services are a total Team lump sum fee of \$5,500.00 including reimbursable expenses.

We anticipate your positive consideration of the KMA Design Team and look forward to further discussion regarding this study.



Sheriff Todd D. Glander  
January 23, 2024  
Page 2

Sincerely,



Scott W. Fettig, AIA  
President

Contact Information:

Office: (952) 908-9990  
Cell: (612) 759-0859  
Email: [scott.fettig@kleinmccarthy.com](mailto:scott.fettig@kleinmccarthy.com)

Accepted by:

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John Okeson – County Board Chair  
Becker County Commissioners



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

Date: February 20th, 2024

**SUBJECT:** Public Land Survey System Grant Proposal Request

**TO:** Becker County Board of Commissioners

1. **Discussion:** Becker County Land Use Department in conjunction with the Becker County Surveyor are requesting to apply for funding for \$300,000 through Minnesota Statutes 381.125, "Public Land Survey Monument Grant Program" to restore and/or certify the Original Government Corner locations for Section Corner, Quarter Corner and Meander Corner positions located in Becker County.

If funded, this grant opportunity would reconstruct and or perpetuate approximately 200 Section Corner, Quarter Corner and Meander Corner positions. The first phase of the project would reconstruct and or perpetuate the Original Government Corner locations or a perpetuated survey monument located along the north lines of Township 139 North, Township 140 North and possibly a portion of Township 141 North. A Certificate of Government Corner would be filed in the office of the Recorder in accordance with Minnesota Statute 381.12. Each of these corners would contain a Becker County Coordinate that can be used to correct the Becker County GIS System.

Additionally, the staff is seeking approval to add to this request for internal funding from the Natural Resource Management Resource Development Fund to restore and/or certify additional corners on county managed tax forfeit lands for up to \$50,000.

2. **Costs:** Recording Fees, Grant Management, Possibly Resource Development Funds. There is no match required for this grant, however matching funds can strengthen the application.

3. **Action request:** Authorize Becker County Land Use Department to apply for the Public Land Survey Monument Grant Program for \$300,000 and purchase an additional \$50,000 in surveying services as part of the proposed project.

4. The point of contact for this memorandum is Steve Skoog/Mitch Lundeen

Distribution: Board of Commissioners, County Administrator, County Auditor & Recorder

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 02-24-2A**

**Public Land Survey System (PLSS) Grant Proposal**

**WHEREAS**, The Becker County Land Use Department in conjunction with the Becker County Surveyor has an the opportunity to request funding from the Legislative-Citizen Commission on Minnesota Resources (LCCMR) for the project titled “PLLS Remonumentation Becker County - Phase 1” or “2024-003-01” up to the amount of \$300,000 in the Environment and Natural Resources Trust Fund (ENTRF); and

**WHEREAS**, The Becker County Surveyor and the Becker County Land Use, Auditors, and Recorders Offices have reviewed the funding request and the “Duties of a Fiscal Agent” document provided by the State and is fully aware of the work that will occur if funded, the project timeline, and the project budget.

**NOW THEREFORE BE IT RESOLVED**, The Board of County Commissioners of Becker County, Minnesota, authorizes the Becker County Land Use Department in conjunction with the Becker County Surveyor to submit a proposal for up to \$300,000 for grant funding from the Environment and Natural Resources Trust Fund (ENTRF) funding from the Legislative-Citizen Commission on Minnesota Resources (LCCMR):

**FURTHER RESOLVED**, That the Becker County Board authorizes Becker County to act as the fiscal agent if funding is awarded for the “PLLS Remonumentation Becker County – Phase 1” or “2024-003-01” project and will comply with all terms as stated in the fiscal agent agreement.

Duly adopted this 20th day of February, 2024, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
Interim 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 February, 20th, 2024, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith  
Interim County Administrator



# COUNTY OF BECKER

## *Planning and Zoning*

915 Lake Ave, Detroit Lakes, MN 56501  
Phone: 218-846-7314 ~ Fax: 218-846-7266

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## Memo

To: Commissioners

From: Kyle Vareberg, Becker County Zoning Director

Date: February 14<sup>th</sup>, 2024

Subject: Memorandum of Understanding – Pelican River Watershed District.

Recently conversations have been had regarding a memorandum of understanding between Becker County Planning and Zoning and the Pelican River Watershed District. Currently both entities have existing regulations for land both within and outside of the shoreland area. The regulation overlap occurs mainly with storm water management for impervious surface coverage and shore impact zone alterations. Shore impact zone alterations include but are not limited to shoreline riprap, retaining walls, sand blankets, vegetation removal and soil alterations. As of today, the permitting procedure is not clear nor is it outlined by rule or agreement between the agencies. With that, efforts have become somewhat cumbersome for citizens and our department is seeking a solution for a more efficient procedure.

Action: Request County Board direction on permitting efforts within the Pelican River Watershed District.

Thank you.