



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, February 18, 2025 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 966 727 559#

- 8:15 Call the Board Meeting to Order: Board Chair Meyer
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
  2. Minutes of February 4, 2025 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 7
  2. Auditor-Treasurer: License List - Renewals 8
  3. Auditor-Treasurer: 02-25-2A - Carsonville Firefighters Raffle October 18, 2025 at Fire and Rescue in Carsonville Twp 9
  4. Auditor-Treasurer: Resolution 02-25-2B - Mid-Nite Riders LLC Raffle November 22, 2025 at Cormorant Pub in Cormorant Twp 10
  5. Auditor-Treasurer: 2024 Abatement Parcel 10.0236.0000 11
  6. Auditor-Treasurer: December 2024 Cash Comparison, Sales Tax, & Investments 12
  7. Human Services: Regular Claims, Public Health, & Transit
  8. Human Services: Contracts & Agreements - Healthy Kids MN Joint Powers Agreement 15
  9. Human Services: Contracts & Agreements - DHS Joint Powers Agreement to bill for child Care Continuous Licensing 22
  10. Sheriff: Becker County Motorola Solutions Service Agreement Renewal 2025 29
  11. Land Use: Environmental Services - Professional Service Proposal - Ground Water Sampling/Lab Costs 36
  12. Land Use: Environmental Services - Professional Service Proposal - Demo Survey & Report 43
- 8:30 Commissioners
1. Open Forum
  2. Reports and Correspondence
  3. Appointments
- 9:00 County Administrator
1. Report
  2. Recorder Salary 49
  3. Beckerbay Online Auction 51
  4. Becker Soil & Water Conservation District
    - a) Delegation Agreement 2025 52
- 9:30 Human Services

1. Out of State Training Request - Public Health 56
  2. Personnel Request: Public Health FT RN 57
- 9:35 Sheriff
1. Personnel Request: FT Communications Officer 58
- 9:40 Land Use/Environmental Services
1. NRM/Parks & Rec
    - a) Purchase Request: STS Truck 59
    - b) Resolution 02-25-2E - Personnel Request - Seasonal Employees 67
  2. Environmental Services
    - a) Capital Purchase Request Update - Grapple Bucket 68
- 9:50 Highway
1. Resolution 02-25-2C - 62624 Contract Bid Award 75
  2. Capital Outlay - GPS Unit 76
  3. Resolution 02-25-2D - Personnel Request - Seasonal Employees 80
- 10:00 Human Resources
1. Job Descriptions 81
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, February 4, 2025, at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Chair Meyer. Commissioners in attendance: Meyer, Jepson, Hansen, Vareberg and Nelson, County Administrator Carrie Smith, and minute taker Amanda Pachel.
2. Pledge of Allegiance.

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the addition of Memorandum for Action: Regional planning for Demolition Waste (Jepson, Nelson) carried.
2. Minutes – Moved and second to approve minutes of January 21, 2025 with the requested changes (Hansen, Jepson) carried.
3. Motion and second to approve and accept the following Consent Agenda Items – Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Resolution 02-25-1A – Charitable Gambling – Detroit Lakes Youth Hockey Association at Hotel Shoreham in Lakeview Twp, Resolution 02-25-1B – Tax Forfeited Easement 25.0234.000, Resolution 02-25-1C – Tax Forfeited Easement 25.0234.001, November 2025 Cash, Sales Tax, & Investment Reports, Human Services: Regular Claims, Public Health, & Transit, Letter of Support to Lutheran Social Services, Sheriff: Mutual Aid Agreement Becker & Otter Tail Counties (Jepson, Nelson) carried.

Commissioners:

1. Open Forum:
  - Rick Michaelson – PRWD Vacancy – in support of Charlie Buck.
  - Charles Buck – Applying for PRWD Manager.
  - Erica Gilsdorf – Distributed News Article. CAFO concern. Would like a water quality ordinance regarding run off.
  - George Frankberg – Would like people to use the microphone.
  - Willis Mattison – Osage ground water quality.
  - Birch Burdick – In support of Charles Buck for PRWD vacancy.
2. Reports and Correspondence: Reports were provided on the following meetings:

- Commissioner Hansen: Toured the following: Jail, Prairie Lakes Solid Waste Facility, Human Services, and Transfer Station, AMC Training, PLMSWA, Planning Commission, Environmental.
- Commissioner Jepson: AMC Chair/Vice Chair Leadership, Planning Commission, Fair Board.
- Commissioner Nelson: Extension, AIS Invoice, Sunnyside, Lakeland Mental Health, MRC, Sheriff, Emergency Management, Courthouse.
- Commissioner Vareberg: Environmental.
- Commissioner Meyer: Sheriff, DAC, Courthouse, State & Tribal Relations Training.

### 3. Appointments

- Motion and second to appoint Scott Busker to the Pelican River Watershed District (Hansen, Vareberg) carried.
- Motion and second to appoint Glenn Gifford to the Recreational Advisory Committee (RAC) Member at Large (Meyer, Nelson) carried.

County Administrator: presented by Carrie Smith.

#### 1. Report:

- Toured the Extension Building with Cody Piper. Looking at space.

2. Motion and second to modify Personnel Policy for Authorization of filling vacant positions to have all positions come to the Board for approval (Nelson, Meyer) carried.

3. Pelican River Watershed Building Update.

4. Joint Training Opportunity presented by Amy Stearns from Project 412.

- Jeff Ziegler – Civic Planner to come for two days in Mid May.
- Requesting \$3,000 from Becker County with matching \$3,000 fund requests from the Detroit Lakes Development Authority, and Project 412 plus in-kind support from the Chamber of Commerce.
- Bring to the EDA Committee, recommend support.

5. Memorandum for Action: Regional planning for Demolition Waste presented by Steve Skoog.

- Motion and second to support participating in an Application for a MPCA Grant for Regional Planning of the Disposal of Building Demolition Waste up to \$8,400 (Vareberg, Jepson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations 01/29/2025



- Motion and second to concur with the Planning Commission recommendation to approve for Lakeside Estates LLC – Request a Supplemental Plat for Ten (10) lots to be known as Grand View Estates of Nelson Lake Third Supplemental Common Interest Community Plat (Jepson, Vareberg) carried.
- Motion and second to concur with the Planning Commission recommendation to approve for Minnkota Power Coop – Request a Conditional Use Permit for a Substation (Hansen, Nelson) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve the Job Descriptions for: Assessment Technician 1, Assessment Technician II, Appraiser Trainee, Appraiser CMA, Appraiser AMA, Appraiser SAMA, Chief Deputy Assessor, Chief Deputy Assessor with SAMA, County Assessor, HR/Administrative Assistant, GIS Research Specialist, Developer/GIS Coordinator, IT Analyst 1, IT Analyst 2, Information Technology Director, Account Clerk I, Account Clerk II, Transfer Station Light Equipment Operator, Transfer Station Heavy Equipment Operator, Compactor Truck Operator, Hazardous Waste Coordinator, Land Use Director, Material Recovery Facility Manager, Mechanic-Operator, Pay Station Attendant, Recycling Facility Heavy Equipment Operator, Transfer Station Manager, Transfer Station Truck Driver, Custodian I, Custodian II, Maintenance Technician I, Maintenance Technician II, Facilities Manager, Assistant Veterans Service Officer, County Veterans Service Officer (Nelson, Vareberg) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve the Construction Service Agreement with Houston Engineering Inc to provide services on the Heartland State Trail construction (Jepson, Vareberg) carried.
2. Motion and second to approve the Capital Purchase Request of a Pressure Washer in the amount of \$6,700 (Vareberg, Jepson) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve the purchase of Becker Eventide 16 channel Analog Card addition from Nelson Systems in the amount of \$6999.95 (Nelson, Jepson) carried.
2. Motion and second to approve the purchase of Squad Car Equipment in the amount of \$9,172.53 from CODE-4 (Nelson, Jepson) carried.

3. Motion and second to approve the NW Regional Advisory Committee (NW RAC) appointments of Shane Richard as primary and Joan Stenger as alternate (Nelson, Jepson) carried.
4. Motion and second to approve the sale of Unit 9577 – 2013 Ford F150 at auction (Nelson, Meyer) carried.
5. Motion and second to purchase Emergency Manager Trailer Radio from Motorola in the amount of \$8,769.19 (Nelson, Hansen) carried.
6. Motion and second to accept the 2023 Emergency Management Performance Grant (Nelson, Hansen) carried.
7. Motion and second to sell old trailer and purchase new 20' UTV Trailer from Lakes Area Trailers in the amount of \$7,348 (Nelson, Jepson) carried.
8. Impound Building Feasibility Study Update.
9. Motion and second to purchase a Forensic Workstation Upgrade from Sumuri in the amount of \$5908.00 (Jepson, Nelson) carried.
10. Motion and second to approve Resolution 02-25-1D – 2024 Hazard Mitigation Plan (Jepson, Nelson) carried.

Being no further business, Board Chair Meyer adjourned the meeting at 11:22 am.

<u>          /s/          </u> Carrie Smith Carrie Smith County Administrator	<u>          /s/          </u> David Meyer David Meyer Board Chair
--	---



BECKER COUNTY BOARD OF COMMISSIONERS  
Finance Committee Meeting  
Date: Friday, February 14, 2025 at 8:30 AM

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

Administrator

1. Recorder Salary

Auditor-Treasurer

1. Claims
2. 2024 Abatement Parcel 10.0236.000
3. December 2024 Cash Comparison, Sales Tax, & Investments

Human Services

1. Claims Human Services, Public Health, & Transit
2. Contracts & Agreements: DHS Joint Powers Agreement to bill for Child Care Continuous Licensing
3. Out of State Training Request - Public Health
4. Personnel Request: Public Health FT RN

Sheriff

1. Becker County Motorola Solutions Service Agreement Renewal 2025
2. Personnel Request: FT Communications Officer

Land Use/Environmental Services

1. NRM/Parks & Rec
  - a) Purchase Request: STS Truck
  - b) Resolution 02-25-2E - Personnel Request - Seasonal Employees
2. Environmental Services
  - a) Capital Purchase Request Update - Grapple Bucket
  - b) Professional Service Proposal - Ground Water Sampling/Lab Costs
  - c) Professional Service Proposal - Demo Survey & Report

Highway

1. Resolution 02-25-2C - 62624 Contract Bid Award
2. Capital Outlay - GPS Unit
3. Resolution 02-25-2D - Personnel Request - Seasonal Employees

Recorder

1. Scanning Budget

Human Resources

1. Job Descriptions

Adjourn

## **BECKER COUNTY BOARD OF COMMISSIONERS MEETING 2/18/2025**

### **BECKER COUNTY AUDITOR TREASURER**

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

1. The Fishbowl– Kari Friesen – Erie Twp
2. Jolly Fisherman Resort-Anne Buelow-Round Lake Twp

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

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

#### **On Sale Liquor- Renewal**

1. Hotel Shoreham – Tom Albrecht- Lakeview Twp

#### **Off Sale – Renewal**

1. Lakes Corner Liquors – Aaron Alsesen- Erie Twp

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

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

#### **Gambling Permit**

1. Resolution # 02-25-2A – Carsonville Firefighters Relief Association for a raffle on October 18, 2025 at Carsonville Fire & Rescue – Station 2 in Carsonville Twp
2. Resolution #02-25-2B- Mid-Nite Riders LLC for raffle on November 22, 2025 at The Cormorant Pub & Boat House, in Cormorant Twp.

**RESOLUTION NO. 02-25-2A**

**MINNESOTA LAWFUL GAMBLING RESOLUTION**

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application #LG220 for Exempt Permit for a raffle on October 18, 2025 by Carsonville Firefighters Relief Association, at Carsonville Fire & Rescue – Station 2, 24770 County Hwy 48, Osage, MN 56570, in Carsonville Township.

Duly adopted at Detroit Lakes, Minnesota, this 18<sup>th</sup> day of February 2025.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

David Meyer

Chair

State of Minnesota)

)

County of Becker )

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held February 18, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Becker County Auditor-Treasurer

MEH/mco

SEAL

**RESOLUTION NO. 02-25-2B**

**MINNESOTA LAWFUL GAMBLING RESOLUTION**

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application #LG220 for Exempt Permit for a raffle November 22, 2025 by the Mid-Nite Riders LLC, at The Cormorant Pub & Boat House, 10790 County Hwy 5, Cormorant, MN 56572, in Cormorant Township.

Duly adopted at Detroit Lakes, Minnesota, this 18<sup>th</sup> day of February 2025.

ATTEST:

COUNTY BOARD OF COMMISSIONERS

David Meyer

Chair

State of Minnesota)

)

County of Becker )

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held February 18, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Becker County Auditor-Treasurer

MEH/mco

SEAL

ABATEMENTS TAXES PAYABLE 2024

	Previous	Adjustment	Corrected	TAG	Twsp/City	School District
10.0236.000 MISSING VET HSTD EXCL	\$1,688	\$824	\$864	1003	ERIE	23

**BECKER COUNTY  
CASH COMPARISON**

FUND	December 2023	December 2024	%	November 2024
			Change	
<b>REVENUE FUND</b>				
<b>REVENUE FUND</b>	\$ 14,547,922.09	\$ 16,543,774.22	13.72%	\$ 16,052,319.59
<b>DESIGNATED</b>				
GO BOND SERIES 2022A	-	-	0.00%	-
LAW LIBRARY	14,792.47	27,820.76	88.07%	29,830.56
ATTORNEY'S FORFEITURES	79,157.22	82,245.56	3.90%	82,245.56
RECORDERS EQUIPMENT	26,636.53	(13,033.87)	-148.93%	51,354.47
RECORDERS ENHANCEMENT	92,420.58	44,590.79	-51.75%	141,120.58
TRANSIT	139,878.99	62,524.21	-55.30%	116,624.24
TRANSIT LOCAL RESERVE	36,426.09	37,279.73	2.34%	37,279.73
2023 PUBLIC SAFETY AID	-	874,635.08	100.00%	888,546.05
<b>TOTAL REVENUE FUND</b>	<b>\$ 14,937,233.97</b>	<b>\$ 17,659,836.48</b>	<b>18.23%</b>	<b>\$ 17,399,320.78</b>
<b>SPECIAL REVENUE FUNDS</b>				
<b>PUBLIC SAFETY</b>	\$ 4,085,671.35	\$ 2,738,408.42	-32.98%	\$ 3,512,231.98
E-911	233,731.05	312,232.91	33.59%	321,582.14
<b>ROAD AND BRIDGE</b>	1,647,784.37	(3,270,618.05)	-298.49%	(558,270.28)
<b>HUMAN SERVICES</b>	10,238,057.58	10,868,706.99	6.16%	11,465,568.98
<b>RECREATION</b>	647,258.64	317,012.54	-51.02%	355,158.01
<b>RESOURCE DEVELOPMENT</b>	1,018,070.41	1,006,254.00	-1.16%	1,016,912.34
<b>ENVIRONMENTAL AFFAIRS</b>	1,407,422.57	2,898,960.00	105.98%	3,015,139.14
<b>DEBT FUNDS</b>	1,434,191.06	1,475,220.50	2.86%	1,438,702.09
<b>DITCH FUND</b>	215.64	215.64	0.00%	215.64
<b>SUNNYSIDE CARE CENTER</b>	2,368,546.82	2,024,936.66	-14.51%	2,339,465.60
<b>NATURAL RESOURCE MGT</b>	160,466.40	157,195.10	-2.04%	164,717.40
<b>GRAVEL RESERVE</b>	516,592.28	517,176.22	0.11%	636,907.24
<b>OPIOID SETTLEMENT FUND</b>	356,757.87	627,315.00	75.84%	673,801.92
<b>LOCAL ASSISTANCE &amp; TRIBAL CONSISTENCY FUND</b>	167,187.18	83,110.43	-50.29%	83,100.43
<b>GENERAL - SPECIAL</b>	3,604,886.34	2,204,251.19	-38.85%	2,101,885.65
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 27,886,839.56</b>	<b>\$ 21,960,377.55</b>	<b>-21.25%</b>	<b>\$ 26,567,118.28</b>
<b>AGENCY FUNDS</b>				
<b>BCCI</b>	\$ 126,888.85	\$ 165,984.33	30.81%	\$ 143,995.98
<b>TAXES AND PENALTIES</b>	938,338.83	869,025.04	-7.39%	11,246,431.26
<b>CLEARING FUNDS</b>	517,852.59	604,136.83	16.66%	510,512.22
<b>TOTAL AGENCY PASS THRU FUNDS</b>	<b>\$ 1,583,080.27</b>	<b>\$ 1,639,146.20</b>	<b>3.54%</b>	<b>\$ 11,900,939.46</b>
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 44,407,153.80</b>	<b>\$ 41,259,360.23</b>	<b>-7.09%</b>	<b>\$ 55,867,378.52</b>



**Becker County Sales & Use Tax**

<b>2014</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
<b>2015</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
<b>2016</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
<b>2017</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
<b>2018</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
<b>2019</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
<b>2020</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
<b>2021</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
<b>2022</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
<b>2023</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00	16,108.32	403,108.32	(16,108.32)	387,000.00
October	325,000.00	9,733.51	334,733.51	(3,175.32)	331,558.19
November	265,000.00		265,000.00		265,000.00
	3,471,000.00	284,727.31	3,755,727.31	(47,682.72)	3,708,044.59
<b>2024</b>					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		21,065.34	21,065.34	(3,124.31)	17,941.03
December	269,000.00	22,058.92	291,058.92	(3,126.30)	287,932.62
January	283,000.00	18,759.14	301,759.14	(3,126.30)	298,632.84
February	240,074.51	-	240,074.51	(3,241.01)	236,833.50
March	233,606.04		233,606.04	(3,153.68)	230,452.36
April	267,501.55		267,501.55	(3,611.27)	263,890.28
May	280,099.68		280,099.68		280,099.68
June	380,545.07		380,545.07		380,545.07
July	398,077.42		398,077.42		398,077.42
August	337,840.18		337,840.18		337,840.18
September	378,011.55		378,011.55		378,011.55
<b>October</b>	<b>300,638.51</b>		<b>300,638.51</b>	<b>(2,705.75)</b>	<b>297,932.76</b>
November			-		-
	3,368,394.51	61,883.40	3,430,277.91	(22,088.62)	3,408,189.29
<b>Grand Total</b>	<b>26,938,287.99</b>	<b>2,847,905.62</b>	<b>29,786,193.61</b>	<b>(367,432.79)</b>	<b>29,418,760.82</b>

\*\*\*Please note effective April 2024 ONE payment of GROSS REVENUE and ADMINISTRATIVE COST is received\*\*\*

EX--December 2023 Receipt 1 in the IFS (Bank/Cash Comp) January 2024 and Receipt 2 in the IFS (Bank/Cash Comp) February 2024

\*Bolded amounts corresponds to Monthly-Cash Comp\*

**Becker County  
Investment Analysis  
December 31, 2024**

<u>Bank or Institution</u>	<u>Investment Number</u>	<u>Interest Rate</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value(Cost)</u>	<u>Fair Market Value</u>		
<b><u>American National Bank</u></b>								
ANB CD	American Natl	24-03	5.150%	5.150%	3/19/25	245,000.00	245,000.00	
<b><u>Deerwood Bank</u></b>								
CDB CD	CDBoO	09-13	5.000%	5.000%	7/18/25	500,000.00	500,000.00	
CDB CD	CDBoO	13-1	5.000%	5.000%	2/15/25	425,000.00	425,000.00	
<b><u>Midwest bank</u></b>								
MW CD	Midwest	0-39	4.250%	4.250%	12/8/25	96,000.00	96,000.00	
MW CD	Midwest CDARS	10-09	5.100%	5.100%	7/6/25	1,000,000.00	1,000,000.00	
<b><u>State Bank of Lake Park</u></b>								
SBLP CD	State Bank of LP	01-39	4.150%	4.150%	9/30/25	155,940.49	155,940.49	
<b><u>United Community Bank of Frazee</u></b>								
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30	
<b><u>Raymond James</u></b>								
MK	Lake Park-Audubon MN GO	11-6	5.375%	3.652%	2/1/26	500,000.00	506,015.00	
MK	Connecticut St Taxable Go Bond	20-14	3.310%	3.310%	1/15/26	564,114.72	494,805.00	
MK	BOND	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	235,148.55
MK	BOND	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	297,504.00
MK	FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	496,610.00
MK	FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	247,375.00
MK	CD	First Southwest Bank Alamosa Colorado	24-08	3.800%	3.800%	9/5/28	150,000.00	148,959.00
MK	CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	247,633.16
MK	CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	227,243.25
MK	CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	100,776.00
MK	CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	243,031.20
<b><u>Wells Fargo Advisors (Formerly Wachovia Securities)</u></b>								
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	319,034.10	
WFA BOND	US Treasury Bill	24-06	4.950%	4.950%	1/30/25	2,040,158.04	2,083,103.00	
WFA BOND	US Treasury Bill	24-02	5.019%	5.019%	4/17/25	1,310,779.25	1,358,307.50	
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	1.000%	1.000%	3/16/26	455,000.00	437,386.95	
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	204,686.45	
WFA CD	UBS Bank USA CD	24-07	3.850%	3.850%	8/30/27	245,000.00	244,042.05	
WFA CD	JP Morgan Chase BK NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	244,299.30	
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	245,595.35	
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	249,263.00	
WFA CD	Sallie Mae Bank/Salt CD	24-09	4.050%	4.050%	11/22/27	245,000.00	245,384.65	
WFA CD	Morgan Stanley PVT PK CD	23-11	4.950%	4.950%	6/6/25	245,000.00	245,708.05	
WFA CD	Morgan Stanley BK NA CD	23-12	4.800%	4.800%	12/8/25	245,000.00	246,543.50	
WFA CD	Wells Fargo Bank NA CD	24-04	4.850%	4.850%	5/14/27	245,000.00	249,625.60	
WFA CD	Bank of America NA CD	24-05	5.050%	5.050%	6/8/26	240,000.00	243,242.40	

**Total Pooled Investments - Securities** **12,490,533.03** **12,483,326.85**

<b>Summary of Investments by Type</b>			<b>Investment Summary by Fund</b>	
	<b>Book Value</b>	<b>Fair Value</b>	<b>Revenue Fund</b>	
CD's	4,996,004.79	5,008,037.75	12,490,533.03	12,483,326.85
CDARS	1,000,000.00	1,000,000.00	<b>12,490,533.03</b>	<b>12,483,326.85</b>
Jumbo CDs				
Local Gov Issues	0.00	0.00		
Govt. Securities	1,612,114.02	1,533,472.55		
Treasury	3,677,414.22	3,760,444.60		
FNMA	0.00	0.00		
FHLBMSUCP	455,000.00	437,386.95		
FFCBB				
FHLB	750,000.00	743,985.00		
<b>Totals</b>	<b>12,490,533.03</b>	<b>12,483,326.85</b>		
			<b>Fair Market Value Adjustment</b>	<b>(7,206.18)</b>



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

This Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (“MDH”), and Becker County Public Health (“Governmental Unit” or LPH).

### Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. MDH is in need of an analysis of exposure to chemicals in children all regions of Minnesota.
2. The MDH Healthy Kids Minnesota Program (“Program”) will measure markers of exposure to certain environmental chemicals that may harm child development, including metals, pesticides, phthalates, flame retardants, environmental phenols, and air pollution chemicals. The Program will measure these markers in the urine of 3- to 6-year-old children. Each year, the Program will include one Metro and one non-Metro region, aiming to recruit 250 to 300 children per region per year. It will move systematically through all regions of Minnesota.
3. Exposure to these contaminants of concern will be measured in urine samples from children in participating communities with consent from parents/guardians. The MDH Public Health Laboratory will provide the results to MDH epidemiologists who will share results with families and communities.
4. Results will be used to determine whether targeted public health actions are needed to reduce exposure and protect child health in participating communities and more broadly in Minnesota.
5. Children will be recruited through their Early Childhood Screening (ECS) program in partnership with Governmental Unit.

### Agreement

1. **Term of Agreement**
  - 1.1 Effective Date: March 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
  - 1.2 Expiration Date: March 1, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
2. **Agreement between the Parties**
  - 2.1 **MDH’s Duties**

- A. Communicate and provide essential aspects of the Program protocol to Governmental Unit through training and ongoing check-ins as set forth in the Healthy Kids Minnesota Program Protocol, which is attached and incorporated into this Agreement as Exhibit A.
- B. Provide virtual or on-site orientation and training to Governmental Unit for the following:
  - 1. Providing instructions and log-in information for completion of “Protecting Human Research Participants” (PHRP) online training;
  - 2. Recruiting participants, screening for eligibility, obtaining participant consent, and administering the survey;
  - 3. Assigning participant IDs and maintaining confidentiality;
  - 4. Entering information into REDCap; and
  - 5. Collecting, storing, and transporting urine samples.
- C. Provide the following Program materials:
  - 1. Training materials, short communication to be sent to families, information sheets, consent forms, urine collection materials, and private well testing kits (as needed);
  - 2. Online REDCap forms, which include Eligibility and Consent Script and gift card tracking fields; and
  - 3. Program materials translated into four languages (in addition to English): Karen, Spanish, Hmong, and Somali (and any others as agreed to with the MDH Program Director who is the MDH authorized representative for this contract (see Clause 4, below)).
- D. Provide a mini freezer and any related items for urine sample storage. Freezer will be collected by MDH at the end of the project and MDH is responsible for related shipping costs.
- E. Provide gift card incentives to Governmental Unit for secure storage, including a lock box if needed, and tracking forms for gift card distribution using online REDCap database.
- F. Coordinate sample pick-up as follows:
  - 1. Coordinate with Governmental Unit to determine a sample pick-up schedule that is convenient for Governmental Unit;
  - 2. A courier or MDH staff will transport samples from Governmental Unit to MDH Public Health Laboratory per the mutually agreed-upon schedule; and
  - 3. MDH assumes financial responsibility for sample transport.
- G. Analyze samples and return results to families and partners as follows:
  - 1. The MDH Public Health Laboratory will analyze all urine samples, at no cost to the Governmental Unit;

2. A physician on contract with MDH or MDH epidemiology staff will call families of children with elevated levels of concern for certain analytes;
3. MDH will mail full results to families;
4. MDH will notify Governmental Unit of the overall community results and provide a community report; and
5. MDH will not provide any personally identifiable information to Governmental Unit.

## 2.2 Governmental Unit's Duties

A. Comply with Exhibit B: Incentives Policy.

B. Prior to Screening Appointments:

1. Meet virtually with MDH to plan recruitment protocol and logistics.
2. Meet with MDH for virtual or in-person training.
3. Complete Human Subjects Training for staff who will be interacting with participants.
4. Provide space to store urine collection kits and samples.
5. Communicate with families ahead of time about the program using MDH-provided content, either by email, postal mail, phone, and/or community events.
6. Prepare for non-English-speaking potential participants using Governmental Unit's standard approach and MDH-provided translations of Program materials into Hmong, Karen, Somali, and Spanish. If additional languages or resources are needed, coordinate with the MDH Program Director who is the MDH authorized representative for this contract (see Clause 4, below).

C. During Screening Appointments:

1. Introduce the Program to families using the MDH-provided information sheet and REDCap-based Eligibility and Consent Script.
2. Track participation rates using the MDH-provided online REDCap database form.
3. Assign participant IDs based on numbers generated by MDH.
4. Obtain informed consent from the parent or guardian of participants as follows:
  - a. Obtain electronic or hard copy signed consent forms from the parent or guardian of participants;
  - b. Give an MDH-provided take-home hard copy of the consent form to parents/guardians; and

- c. Upload signed paper consent forms into REDCap if necessary.
  5. Administer 15-minute survey to participants and enter answers into online REDCap database.
  6. Assist families with urine collection as follows:
    - a. Attach the corresponding label provided by MDH to the specified number of urine containers per child;
    - b. Pour urine into separate containers to MDH specifications; and
    - c. Follow urine storage instructions provided by MDH.
  7. Distribute gift cards to families and log distributed gift cards in REDCap database.
  8. If Governmental Unit is located in an area that may have private well usage, offer private well testing to families as follows:
    - a. Introduce free private well testing to all families approached to participate in the Program, including asking them whether they use a private well; and
    - b. Provide well testing kits to interested families.
- D. Following Screening Appointments:
1. Coordinate sample pick-up with MDH Program Manager.
  2. Store samples in MDH-provided freezer and according to MDH guidelines until pick-up.
  3. Communicate with MDH about the status of recruitment and materials inventory via regular check-ins and REDCap entries.
  4. Provide quarterly gift card reconciliation.
  5. Coordinate with MDH to return freezer, lock box, and unused materials back to MDH at the end of the program in the condition they were received.
- E. Additional duties:
1. Make copies as needed, according to submitted budget (examples may include information sheets, instructions for urine collection).

### 3. Payment

MDH shall make payment to Governmental Unit upon receipt of Governmental Unit's invoice reflecting a categorical breakdown of salary and fringe, supplies and expenses, and indirect costs incurred in accordance with Exhibit C, hereby attached and incorporated into this Joint Powers Agreement.

The total obligation of the State under this Agreement will not exceed \$16,585.83.

#### **4. Authorized Representatives**

The State's Authorized Representative is Jessica Nelson, Biomonitoring Program Director, 625 Robert St N, St Paul, MN 55155, [Jessica.nelson@state.mn.us](mailto:Jessica.nelson@state.mn.us), 651-201-3610, or his/her successor.

The Governmental Unit's Authorized Representative is Amanda Kumpula, Supervisor, Becker County Public Health, 712 Minnesota Ave., Detroit Lakes, MN 56501, [Amanda.kumpula@co.becker.mn.us](mailto:Amanda.kumpula@co.becker.mn.us), 218-847-5628 ext. 5415, or his/her successor.

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

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

#### **6. Indemnification.**

Parties agree that, except as otherwise expressly provided herein, each party is responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. Liability is governed by applicable law. Without limiting the foregoing, liability of MDH and any Contractor that is an office, officer, agency, department, division, or bureau of the State of Minnesota is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Contractor is a political subdivision of the State of Minnesota, liability of Contractor is governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

#### **7. State Audits.**

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

#### **8. Government Data Practices.**

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

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

## 9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 10. Termination

- 10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.



**1. State Encumbrance Verification**

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

SWIFT Contract No. \_\_\_\_\_

**2. Governmental Unit**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Admin ID: \_\_\_\_\_



## Minnesota Department of Human Services Joint Powers Agreement

---

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Licensing Division (DHS) and Becker County (the GOVERNMENTAL UNIT). (This AGREEMENT refers to the DHS and GOVERNMENTAL UNIT each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

### **RECITALS**

WHEREAS, the GOVERNMENTAL UNIT has been designated by the commissioner to perform licensing functions and activities, pursuant to Minnesota Statutes, section 245A.16, subdivision 1.

WHEREAS, the 2023 Legislature appropriated funding to cover licensing fees for family child care providers for 2024 and 2025.. Counties will receive \$50 per family child care license to cover the annual licensing fee that may have otherwise been charged to license holders. Counties will receive \$50 (the statutory maximum) even if they do not typically charge family child care providers for a new license.

THEREFORE, the parties agree as follows:

### **1. AGREEMENT TERM AND SURVIVAL OF TERMS.**

**1.1. Effective date:** This AGREEMENT is effective on **January 10, 2025** or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This AGREEMENT is valid through **December 31, 2025**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

**1.3. Survival of terms.** The AGENCIES have a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: Indemnification; State Audits; Information Privacy and Security.

**2. DUTIES.**

**2.1 GOVERNMENTAL UNIT’s Duties.** GOVERNMENTAL UNIT shall provide DHS an invoice(s) reflecting GOVERNMENTAL UNIT’s total sum of non-collected fees for reimbursement per clause 3.2 of this Agreement.

**2.2 DHS’s Duties:**

DHS must: pay Fifty Dollars (\$50.00) per family child care license to cover the annual license fee that may have otherwise been charged to license holders during the time period of January 1, 2024 to June 30, 2025. GOVERNMENTAL UNIT will receive \$50 (the statutory maximum) per family child care license even if GOVERNMENTAL UNIT does not typically charge family child care providers for a new license so long as GOVERNMENTAL UNIT has maintained the implementation of continuous licensing for family child care providers consistent with applicable Minnesota Statutes and does not collect an annual license fee from family child care providers through June 30, 2025.

**3. CONSIDERATION AND TERMS OF PAYMENT.**

**3.1 Consideration.** DHS will provide consideration as described Clause 2.2 of this AGREEMENT as follows:

**3.2 Terms of Payment.** GOVERNMENTAL UNIT shall invoice DHS on an annual basis for GOVERNMENTAL UNIT’s total sum of non-collected family child care license fees covered during January 1, 2024 to June 30, 2025, in accordance with the schedule below:

Invoice Due to DHS	Approximate DHS Warrant Date
February 17, 2025	March 31, 2025
July 31, 2025	September 30, 2025

GOVERNMENTAL UNIT may use the template invoice included in this Agreement as Attachment A, or format its own invoice, which must include the following information to be eligible for payment:

- GOVERNMENTAL UNIT name
- Invoice number
- Invoice date
- Invoice due date
- Include reason for invoice as “FCC Continuous License Fee Reimbursement per Interagency Agreement”
- List containing each license number for which GOVERNMENTAL UNIT is claiming reimbursement
- Total number of licenses for which GOVERNMENTAL UNIT is claiming reimbursement
- Total amount due
- Remit address

DHS will pay each invoice timely submitted by GOVERNMENTAL UNIT by the approximate warrant date listed above. If DHS receives GOVERNMENTAL UNIT’s invoice after the date listed above for the annual period, DHS will pay the late invoice in the following payment cycle.

Before remitting the total requested by GOVERNMENTAL UNIT through its annual invoice, DHS shall total invoices received from every governmental unit bound by similar interagency agreement and, to the extent total payment due all governmental units does not exceed the DHS encumbrance (DHS Encumbrance) as established by the Legislature, shall pay GOVERNMENTAL UNIT's invoice. In the event that the total governmental unit invoices would result in an amount that exceeds the DHS Encumbrance, DHS shall reduce payments for all governmental units proportionately and shall pay GOVERNMENTAL UNIT its proportionate share.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to GOVERNMENTAL UNIT under this AGREEMENT will not exceed the DHS encumbrance of Fifty Thousand Dollars (\$50,000).

**4. CONDITIONS OF PAYMENT.**

GOVERNMENTAL UNIT will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

**5. AUTHORIZED REPRESENTATIVES.**

**5.1. DHS.** DHS' Authorized Representative for the purposes of administration of this AGREEMENT is Patrick Holman or successor. Phone and email: 651-431-6411 and patrick.n.holman@state.mn.us. This representative has final authority for accepting GOVERNMENTAL UNIT's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. GOVERNMENTAL UNIT.** GOVERNMENTAL UNIT's Authorized Representative is Denise Warren or successor. Phone and email: 218-847-5628 X5313 and denise.warren@co.becker.mn.us. If GOVERNMENTAL UNIT's Authorized Representative changes at any time during this AGREEMENT, GOVERNMENTAL UNIT must immediately notify DHS.

**6. STATE AUDITS.**

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

**7. VENUE**

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**8. LIABILITY**

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the GOVERNMENTAL UNIT agrees to be responsible for any and all claims or causes of action arising from the performance of this AGREEMENT by GOVERNMENTAL UNIT or GOVERNMENTAL UNIT's agents or employees. This clause shall not be construed to bar any legal remedies GOVERNMENTAL UNIT may have for DHS's failure to fulfill its obligations pursuant to this AGREEMENT.

## **9. INFORMATION PRIVACY AND SECURITY.**

- a.** It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the “Data Practices Act”) as “not public data” on individuals to GOVERNMENTAL UNIT under this AGREEMENT. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b.** It is expressly agreed that GOVERNMENTAL UNIT will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. § 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GOVERNMENTAL UNIT is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, GOVERNMENTAL UNIT is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If GOVERNMENTAL UNIT has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, GOVERNMENTAL UNIT will be responsible for its own compliance.
- c.** Notwithstanding paragraph a. and b., in its capacity as GOVERNMENTAL UNIT under this AGREEMENT, GOVERNMENTAL UNIT must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GOVERNMENTAL UNIT will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GOVERNMENTAL UNIT or DHS.
- d.** In its capacity as GOVERNMENTAL UNIT under this AGREEMENT, GOVERNMENTAL UNIT is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.
- e.** If GOVERNMENTAL UNIT receives a request to release data created, collected, received, stored, used, maintained or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT, GOVERNMENTAL UNIT must immediately notify and consult with DHS’s Authorized Representative as to how GOVERNMENTAL UNIT should respond to the request.
- f.** Under this AGREEMENT, GOVERNMENTAL UNIT is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT.

- g.** GOVERNMENTAL UNIT’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h.** GOVERNMENTAL UNIT must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GOVERNMENTAL UNIT in performing its duties under this AGREEMENT.

**10. TERMINATION.**

**10.1 Termination.** DHS or the GOVERNMENTAL UNIT may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

**10.2 Termination for Insufficient Funding.** DHS may immediately terminate this AGREEMENT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the GOVERNMENTAL UNIT. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GOVERNMENTAL UNIT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide the GOVERNMENTAL UNIT notice of the lack of funding within a reasonable time of DHS’s receiving that notice.

**11. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.**

**11.1 Assignment.** The GOVERNMENTAL UNIT may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

**11.2 Amendments.** Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

**11.3 Waiver.** If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

**11.4 Contract Complete.** This AGREEMENT contains all negotiations and agreements between DHS and the Contractor. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

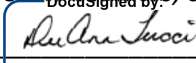
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

(Signature Page Follows)

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

1. **STATE ENCUMBRANCE VERIFICATION** *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: 

Date: 1/28/2025 9780AF8E93764DF...

Contract No: JPK 263161

2. **GOVERNMENTAL UNIT**

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

Title: Human Services Director

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

3. **DHS**

By (with delegated authority): \_\_\_\_\_

Title: Deputy Inspector General – Licensing Division

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

4. **COMMISSIONER OF ADMINISTRATION**

By (with delegated authority): \_\_\_\_\_

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

**Distribution: (fully executed contract to each)**

Contracting and Legal Compliance Division

GOVERNMENTAL UNIT

State Authorized Representative



Agency name (who is billing)

Address 1

Address 2

City, State Zip

**Customer No:** (Vendor ID number in Swift, H550100001)

**Due Date:** 30 days

**Invoice Date:** (When invoice created)

**Invoice #:** (Specific number to project)

**Bill to:**

Minnesota Dep of Human Services

Attn: Enterprise Operations & Policy

444 Lafayette Road N

Saint Paul, MN 55155

**Amount Due:** (total due)

**Description:** FCC Continuous License Fee Reimbursement

Inter-Agency Agreement # (IAA number – lower left corner of IAA)

Description	Qty	Amount
FCC Continuous License Fee Reimbursement (List of FCC Licenses Auto-Renewed July 1, 202__ - June 20, 202__ Attached)		

**Subtotal:** \_\_\_\_\_

**Amount Due:** \_\_\_\_\_



500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-2732061  
 Contract Number: USC000002901  
 Contract Modifier: R29-JUL-24 20:46:09

Date:07/29/2024

Company Name: BECKER COUNTY SHERIFF DEPT Attn: Billing Address: 925 LAKE AVE City, State, Zip: DETROIT LAKES , MN, 56501 Customer Contact: Shane Richard Phone: 218-847-2661
---

Required P.O. :  
 PO # :  
 Customer # :1012008323  
 Bill to Tag # :  
 Contract Start Date :01-Jan-2025  
 Contract End Date :31-Dec-2025  
 Payment Cycle :ANNUALLY

MODEL/OPTION	SERVICES DESCRIPTION
LSV01S01107A	<b>ESSENTIAL PLUS PACKAGE</b> <u>Included Services:</u> -NETWORK HARDWARE REPAIR W/ ADV REPLACEMENT -DISPATCH -ONSITE SUPPORT -PREVENTIVE MAINTENANCE -TECHNICAL SUPPORT*** -SECURITY UPDATE SERVICE*** <u>Covered Systems/Products:</u> -Dispatch System ID SZ740F6D54 -MCC7500 Console - Qty: 4
SVC01SVC1103C	<b>NETWORK EVENT MONITORING</b> -Dispatch System ID SZ740F6D54

<b>SPECIAL INSTRUCTIONS:</b> ***Customer is part of the ARMER System. Special taxation terms apply. Customer receives Technical Support, SUA, and SUS under the terms and conditions of Minnesota State Support Contract, D.O.A.Contract No. 104183 (formerly Contract No. 16494), Release No. S-914(5) (R12#USC000007373).	Subtotal - Recurring Services	\$1,205.39	\$14,464.66
	Subtotal - One-Time Event Services	\$0.00	\$0.00
	Total	\$1,205.39	\$14,464.66
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-2732061  
 Contract Number: USC000002901  
 Contract Modifier: R29-JUL-24 20:46:09

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

---

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

---

CUSTOMER (PRINT NAME)

<i>Faith DeMoss</i>	Associate Customer Support Manager	7/30/2024
---------------------	------------------------------------	-----------

---

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Faith DeMoss	8724001119	
--------------	------------	--

---

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : BECKER COUNTY SHERIFF DEPT  
 Contract Number : USC000002901  
 Contract Modifier : R29-JUL-24 20:46:09  
 Contract Start Date : 01-Jan-2025  
 Contract End Date : 31-Dec-2025

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2732061  
Contract Number: USC000002901  
Contract Modifier: R29-JUL-24 20:46:09

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2732061  
Contract Number: USC000002901  
Contract Modifier: R29-JUL-24 20:46:09

**Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

**Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10. DEFAULT/TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

**Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2732061  
Contract Number: USC000002901  
Contract Modifier: R29-JUL-24 20:46:09

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2732061  
Contract Number: USC000002901  
Contract Modifier: R29-JUL-24 20:46:09

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2732061  
Contract Number: USC000002901  
Contract Modifier: R29-JUL-24 20:46:09

## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

**Date:** February 12, 2025

**SUBJECT:** Annual Demolition Landfill Proposal for Groundwater sampling and associated lab costs.

**THROUGH:** Environmental Services Committee

**TO:** Becker County Commission

1. **Reference:** Professional Services Assistance proposal from Widseth to provide groundwater sampling and associated lab costs to manage the Demolition Landfill.
2. **Discussion:** Widseth is the consulting engineer who assists the County in managing the Demolition Landfill. Annually the groundwater on site has to be tested to determine if there are contaminants and the amount of them. This work has to be completed as a condition to be a permitted landfill. The proposal is based on a state contract to provide this service.
3. **Funding:** This is an annual budgeted professional services amount.
4. **Action Request:** Approve the proposal from Widseth for the amount of **\$9,100.00** to complete the demolition landfill annual groundwater sampling and to pay for associated lab costs.
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator



January 3, 2025

Mr. Steve Skoog, Director  
Becker County Land Use Department  
Becker County Courthouse  
915 Lake Avenue  
Detroit Lakes, MN 56501

**Alexandria**  
610 Fillmore Street  
Alexandria MN 56308  
  
320.762.8149  
Alexandria@Widseth.com  
Widseth.com

**Re: Fee for 2025 Groundwater Sampling and Lab Costs  
Becker County Demolition Landfill  
MPCA Permit No. SW-311**

Dear Mr. Steve Skoog:

Widseth Smith Nolting (Widseth) appreciates the opportunity to provide you with this proposal for the required 2025 groundwater sampling at the Becker County Demolition Landfill (landfill). Our proposal includes costs for groundwater sample collection of the six on-site monitoring wells, collection of groundwater elevations from the on-site monitoring wells associated with the demolition landfill and the closed landfill, and the associated analytical costs.

The landfill's groundwater monitoring system (GMS) consists of six wells, DMW-1, DMW-3, DMW-4, DMW-5, DMW-6, and DMW-7. Per your solid waste permit, the MPCA is requiring the GMS be sampled twice in 2025, once in the spring and again in the fall. The sampling schedule indicates the spring groundwater samples are to be tested by the laboratory for the Minnesota Department of Health method 465F volatile organic compounds (VOCs), chloride, nitrate+nitrite, sulfate, specific conductance, Eh, and pH. The fall samples will also be tested for VOCs, a list of dissolved metals, and a group of general chemistry parameters. We are including a copy of the sampling schedule for your review.

Per your solid waste permit, samples must be collected between certain sampling windows. The spring sampling window is between March 14 and May 14. The fall sampling window is between October 1 and November 21.

We estimate the consulting fee for the above scope of work will be approximately \$4,900. In addition, subcontractor fees for laboratory analysis, **billed to you at our cost**, are estimated this year at \$4,200. Widseth's fees are billed on a time and materials basis in accordance with our standard fee schedule in effect at the time of the work. This proposal is in effect from March 1, 2025, to February 28, 2026.

There are times when the Minnesota Pollution Control Agency may unexpectedly request additional work/meetings or unexpected field conditions can affect the amount of time required to conduct the listed work and can redefine the scope of work. If it appears the actual costs will exceed our estimates by more than 10 percent, or if there is a significant change in the scope of work as summarized in the attached estimate, we will notify you and submit an estimate of additional costs for your review. If additional services are requested (i.e. additional survey work, MPCA correspondence, and groundwater investigation) they will be billed hourly in accordance with our current fee schedule.

We appreciate the opportunity to have provided environmental services at the landfill throughout the years. I would be happy to answer any questions you might have regarding our proposal. We want to make sure you have a clear understanding of our scope of work and the associated costs. My direct

number is 320.335.5059 or you may send your questions or comments to [Mike.Pederson@widseth.com](mailto:Mike.Pederson@widseth.com).

In the event our proposal and scope of work is acceptable as presented for 2025, please sign below and return one copy of this letter as our authorization to proceed. An email authorizing us to proceed is acceptable as well.

Sincerely,

WIDSETH



Mike Pederson, Director of Environmental Services

PROPOSAL OF WIDSETH

BY:   
Bryan T. Balcome, LS, Office Manager, VP

ACCEPTED: Widseth is authorized to perform the scope of work in accordance with the attached general provisions and proposed fees.

<i>Consultant Services Estimated At</i>	<del>\$5,700</del> <b>4,900</b>
<i>Laboratory Services Estimated At</i>	<u>\$4,200</u>
<i>Time and Materials</i>	<u>\$9,100</u>

BY: \_\_\_\_\_  
Becker County Demolition Landfill

DATE: \_\_\_\_\_

## 2025 Becker County Demolition Landfill Sampling and Monitoring Requirements

ug/L = micrograms per liter

<b>Spring (DMW-1, DMW-3, DMW-4, DMW-5, DMW-6, DMW-7 Duplicate, Field Blank - VOC)</b>	<b>Fall (DMW-1, DMW-3, DMW-4, DMW-5, DMW-6, DMW-7 Duplicate, Field Blank - VOC)</b>	<b>Method</b>	<b>Reporting Limit Minimum</b>
Ammonia Nitrogen	Ammonia Nitrogen	350.1	NA
Nitrate+Nitrite	Nitrate+Nitrite	353.2	2,500 ug/L
Chloride	Chloride	300.0	NA
Sulfate	Sulfate	300.0	NA
	Alkalinity	SM 2320B 18th Ed	NA
	Arsenic	6020 MET ICPMS	2.5 ug/L
	Barium	6020 MET ICPMS	500 ug/L
	Boron	6020 MET ICPMS	125 ug/L
	Cadmium	6020 MET ICPMS	0.125 ug/L
	Chromium	6020 MET ICPMS	25ug/L
	Copper	6020 MET ICPMS	NA
	Iron	6020 MET ICPMS	NA
	Lead	6020 MET ICPMS	3.75 ug/L
	Manganese	6020 MET ICPMS	25 ug/L
	Mercury	7470A	0.5 ug/L
		6020 MET ICPMS	NA
		2540D	NA
Eh	Eh	D1498 ASTE	NA
pH	pH	4500 H+B	NA
Specific Conductance	Specific Conductance	2510B	NA
Temperature	Temperature	NA	NA
VOC	VOC	8260D MDH 465F Low Level SIMSCAN	Varies

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
  
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

December 27, 2024

**Alexandria**

610 Fillmore Street  
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com  
Widseth.com

Mr. Steve Skoog, Director  
Becker County Land Use Department  
Becker County Courthouse  
915 Lake Avenue  
Detroit Lakes, MN 56501

**Re: Costs for 2025 Groundwater Reporting and Annual Survey  
Becker County Demolition Landfill  
MPCA Permit No. SW-311**

Dear Mr. Steve Skoog:

Widseth Smith Nolting (Widseth) appreciates the opportunity to provide you with this proposal for the required 2025 groundwater reporting and annual survey of your demolition landfill. The work outlined in our proposal is based on the Submittal/Action Requirements and the Sampling and Monitoring Requirements (SMR) included in the county's Minnesota Pollution Control Agencies (MPCA) Solid Waste Management Facility Permit. The SMR outlines the sampling requirements for the monitoring well network and the Submittal/Action Requirements summarizes the required reporting.

The landfill's groundwater monitoring system (GMS) consists of six wells, DMW-1, DMW-3, DMW-4, DMW-5, DMW-6, and DMW-7. Per your solid waste permit, the MPCA is requiring the GMS be sampled twice in 2025, once in the spring and again in the fall. Please note this proposal does not include the costs of the groundwater sampling or lab analysis. These services are outlined in a separate proposal.

Your permit also includes a sampling schedule. The permit indicates the spring samples should be collected between March 14 and May 14. The fall sample collection window is between October 1 and November 21.

If you find our proposal acceptable as presented, and wish to retain our services for 2025, sign below indicating authorization to proceed. Please return the signed copy to us via email.

If you would like Widseth to attend any meetings, which may include but is not limited to general consulting or correspondence with the MPCA, the meeting will be billed on a time and materials basis in accordance with our 2025 fee schedule. Meetings with the MPCA and/or addressing MPCA comments is not included in the scope of this proposal. This proposal is in effect from March 1, 2025, to February 28, 2026.

If you have any questions after reviewing our scope of work and the associated costs, give me a call and I would be happy to discuss them with you. My direct number is 320.335.5059. My email address is [Mike.Pederson@widseth.com](mailto:Mike.Pederson@widseth.com).



Sincerely,

WIDSETH

Mike Pederson, Director of Environmental Services  
PROPOSAL OF WIDSETH

BY:

\_\_\_\_\_  
Bryan T. Balcome, LS, Office Manager, VP

ACCEPTED: The Costs are satisfactory, and you are authorized to do the work as specified. Payment will be made monthly in accordance with the terms on the fee schedule.

<i>Consultant Services</i>	<i>\$6,800.00</i>
<i>Annual Survey</i>	<i>\$3,300.00</i>
<i>Time and Materials</i>	<i>\$10,100.00</i>

BY: \_\_\_\_\_  
Becker County

DATE: \_\_\_\_\_



# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



# BECKER COUNTY

## Land Use Department

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

### MEMORANDUM FOR ACTION

**Date:** February 12, 2025

**SUBJECT:** Annual Demolition Landfill professional services proposal to complete an annual survey of the Landfill and to complete a Groundwater Report.

**THROUGH:** Environmental Services Committee

**TO:** Becker County Commission

1. **Reference:** Professional Services Assistance proposal from Widseth to complete a annual survey and complete an annual groundwater report.
2. **Discussion:** Widseth is the consulting engineer who assists the County in managing the Demolition Landfill. Annually Landfill has to be surveyed to determine how much of the permitted airspace has been filled and a annual groundwater report that analyzes the results from the groundwater samples test results has to be submitted annually to the MPCA as a condition to Landfill permit.
3. **Funding:** This is an annual budgeted professional services amount from Fund 18.
4. **Action Request:** Approve the proposal from Widseth for the amount of \$10,100.00 to complete the Demolition Landfill annual survey and to complete the annual Groundwater Report.
5. The point of contact for this memorandum is [Steve.Skoog@co.becker.mn.us](mailto:Steve.Skoog@co.becker.mn.us) or by phone at 846-7310.

Distribution: County Commissioners  
County Administrator

**386.015 COUNTIES UNDER 75,000; SALARIES, FEES, BUDGET; APPEALS.**

Subdivision 1. MS 2008 [Repealed, 2009 c 152 s 25]

Subd. 2. **Board's salary procedure.** (a) The county board of each of the counties of less than 75,000 population annually shall set by resolution the salary of the county recorder which shall be paid to the county recorder at such intervals as the board shall determine but not less often than once each month.

(b) At the January meeting prior to the first date on which applicants may file for the office of county recorder the board shall set by resolution the minimum salary to be paid county recorder for the term next following.

(c) In the event a vacancy occurs in the office of the county recorder the board may set the annual salary for the remainder of the calendar year at an amount less than was set for that year.

(d) The salary of the county recorder shall not be reduced during the term for which the recorder is elected or appointed.

(e) In the event that duties are assigned to the county recorder which are in addition to duties as county recorder, additional compensation may be provided for the additional duties. The county board by resolution shall determine the additional compensation which shall be paid and specify the duties for which the additional compensation is to be paid.

Subd. 3. MS 1974 [Repealed, 1975 c 301 s 16]

Subd. 4. MS 2008 [Repealed, 2009 c 152 s 25]

Subd. 5. **Public and private fees.** The county recorder shall charge and collect all fees as prescribed by law and all such fees collected as county recorder shall be paid to the county in the manner and at the time prescribed by the county board, but not less often than once each month. This subdivision shall apply to the fees collected by the county recorder in performing the duties of the registrar of titles and all such fees shall be paid to the county as herein provided. A county recorder may retain as personal compensation any fees the recorder is permitted to charge by law for services rendered in a private capacity as a registered abstracter.

Subd. 6. **Budget, deputies.** (a) The county board by resolution shall provide the budget for:

- (1) the salaries of deputies, clerks and other employees in the office of the county recorder;
- (2) other expenses necessary in the performance of the duties of said office; and
- (3) the payment of premiums of any bonds required of any deputy, clerk or employee in said office

and the board is authorized to appropriate funds therefor and for the salary of the county recorder.

(b) Nothing in this subdivision shall limit the right of the county recorder to appoint deputies for said office as provided in Minnesota Statutes 1961, section 386.33.

Subd. 7. **Salary, budget appeals.** The county recorder if dissatisfied with the action of the county board in setting the amount of the recorder's salary or the amount of the budget for the office of county recorder, may appeal to the district court on the grounds that the determination of the county board in setting such salary or budget was arbitrary, capricious, oppressive or in unreasonable disregard for the responsibilities and duties of said office, and the recorder's experience, qualifications, and performance. The appeal shall be taken within 15 days after the date of the resolution setting such salary or budget by serving a notice of appeal on the county auditor and filing same with the court administrator of the district court. The court

either in term or vacation and upon ten days' notice to the chair of the board shall hear such appeal. On the hearing of the appeal the court shall review the decision or resolution of the board in like manner as though reviewed by certiorari, except new or additional evidence may be taken. The court may order the officer appealing and the board to submit briefs or other memoranda and may dispose of the appeal on such writings. If the court shall find that the board acted in an arbitrary, capricious, oppressive or unreasonable manner it shall remand the matter to the county board for further action consistent with the court's finding.

**Subd. 8. When this section takes effect.** The provisions of subdivisions 1 through 7 shall take effect in the respective counties specified in subdivision 1 as follows:

(1) upon the expiration of the term of the incumbent holding the office on July 1, 1965; or

(2) upon the occurrence prior thereto of a vacancy in the office of county recorder; or

(3) subsequent to July 1, 1965, and upon not less than 30 days' written notice by the county recorder, the county board shall make the provisions of subdivisions 1 to 7 effective on the first day of the month following the expiration of the notice period.

**Subd. 9. Inconsistent law superseded.** All laws relating to the compensation, fees and clerk hire for the register of deeds and registrar of titles if one office inconsistent herewith are superseded.

**History:** 1965 c 842 s 1,2; 1967 c 388 s 5; 1976 c 181 s 2; 1985 c 281 s 8; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1Sp1989 c 1 art 11 s 3; 2008 c 277 art 1 s 81; 2009 c 152 s 14; 2014 c 222 art 2 s 33

**Beckerbay Online Auction**  
**To Benefit the Becker County Food Pantry**  
**Requesting donations for the online auction**  
**Due March 7<sup>th</sup>**

**Online Auction: March 17-21**



**DELEGATION AGREEMENT**  
**Aquatic Invasive Species (AIS) Prevention**  
**Inspection of Water-related Equipment**

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

**1. PURPOSE.** The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

**2. TASKS AND RESPONSIBILITIES.**

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.



B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
- ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
- iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
- iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
- v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

**3. LIABILITY.** Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

**4. TERM AND TERMINATION.** The agreement becomes effective on the date of final signature. This agreement expires on December 31; . The agreement may be terminated with or without cause by 30-day written notice to the other Party.

**5. ENTIRE AGREEMENT.** This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

**6. AMENDMENTS.** This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

**7. NOTICE.** Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

**To DNR:**

Watercraft Inspection Program Supervisor  
Minnesota Department of Natural  
Resources 500 Lafayette Road, Box 25  
St. Paul MN 55155-4025

**To Governmental Unit:**

**Name/Title:**

**Governmental Unit:**

**Address:**

**Address:**

**8. GOVERNING LAW AND VENUE.** This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**9. WAIVERS.** The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

**10. STATE AUDITS.** Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**11. GOVERNMENT DATA PRACTICES.** Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

**IN WITNESS WHEREOF**, intending to be legally bound, the Parties hereto execute and deliver this agreement.

GOVERNMENTAL UNIT:

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

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

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

DEPARTMENT OF NATURAL RESOURCES

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

Title: Director, Division of Ecological and Water Resources

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

COMMISSIONER OF ADMINISTRATION

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

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

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

# 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: \_\_\_\_\_

Date: 02/18/2025  
 To: Becker County Commissioners  
 From: Denise Warren, Human Services Director  
 RE: Personnel Request

**Action Request:** Request to approve Resolution # \_\_\_\_\_ for a Full-Time Registered Nurse in Public Health due to a resignation.

**Justification:**

This position is an evidence-based home visitor for the MESCH (Maternal Early Childhood Sustained Home-Visiting) program that serves the community. This nurse works with families of Becker County from the beginning of pregnancy or shortly after a baby’s arrival through the transition to parenthood by supporting healthy decision making and effective parenting.

**Cost Analysis:**

	Cost to fill full-time	Current Costs	2025 Budget	2026 Budget
Salary	\$68,561	\$19,269	\$82,636	\$93,927
PERA	\$5,142	\$1,445	\$6,198	\$7,044
Health	\$12,059	\$3,015	\$18,089	\$18,089
FICA	\$5,245	\$1,917	\$6,322	\$7,185
Severance		\$5,790		
<b>Total</b>	<b>\$91,008</b>	<b>\$31,437</b>	<b>\$113,244</b>	<b>\$126,246</b>

Current Year Cost:     \$9,201     Yr over yr budget cost:     \$13,002    

**Cost explanation:** The current year’s cost results as the cost analysis is calculated at Step 10, and due to the current employee’s severance. The year over year budget cost is due to the COLA in subsequent years. The funding for this position is derived from multiple Public Health grants and 3<sup>rd</sup> party reimbursements.

**Other Options Explored:**

A part-time option has been explored but would not meet the needs of this program.

Not filling this option would not meet the unit needs at this time and cause us to not be able to fully spend out the grants provided for this purpose.

FT COMMUNICATION OFFICER	2025 COST TO FILL FT	CURRENT COST	2025 BUDGET	2026 BUDGET
SALARY	\$ 42,696	\$ 6,762	\$ 59,946	\$ 60,235
PERA	\$ 3,202	\$ 507	\$ 4,496	\$ 4,518
HEALTH	\$ 13,567	\$ 1,507	\$ 18,089	\$ 18,089
FICA	\$ 3,266	\$ 517	\$ 4,586	\$ 4,608
UNIFORM/SEVERANCE	\$ 650	\$ 650	\$ 650	\$ 650
TOTAL	\$ 63,381	\$ 9,944	\$ 87,767	\$ 88,100

YTD SALARY			
YTD PERA	7.50%		
YTD INSURANCE	1,507.41	PER MONTH	
YTD FICA	7.65%		
VACATION PAYOUT	0.00	0.00	\$ 27.1700
SICK PAYOUT	0.00	0.00	0.00

CURRENT BAND/GRADE 6/STEP 1		COST TO FILL BAND/GRADE -GRADE 6/STEP 2	
HOURLY RATE	27.1700	HOURLY RATE	27.1700
BEGIN DATE	1/1/2025	BEGIN DATE	4/1/2025
END DATE	2/4/2025	END DATE	12/31/2025
# OF WEEKS	5.00	# OF WEEKS	39.29
# HOURS/WK	40	# HOURS/WK	40
TOTAL HOURS	200.00	TOTAL HOURS	1571.43
TOTAL MONTHS INS	1	TOTAL MONTHS INS	9



# COUNTY OF BECKER

## *Natural Resources Management*

1771 North Tower Road, Detroit Lakes, MN 56501

218-847-0099

February 18, 2025

### **MEMORANDUM FOR ACTION**

**SUBJECT: Approve NRM department to purchase old STS Truck.**

The Becker County Natural Resource Management (NRM) Office is seeking approval to purchase the old STS Truck from the Sheriff's Office for \$8,500. The STS Truck is a 2013 Ford F150 XL with 105,000 miles on it. This truck will be used by seasonal NRM/Parks and Recreation staff to maintain public accesses, parks, and recreational areas throughout Becker County.

**Cost:** \$8,500.00, vehicle will be purchased with Tax Forfeited Funds or Resource Development Funds.

**Action:** Authorize staff to transfer \$8,500 in funds from the NRM Department to Sheriff's Office.

### **The Point of contact for this memorandum:**

Steve Skoog/Mitch Lundeen, Land Use Department/ NRM



# COUNTY OF BECKER

## *Natural Resources Management*

1771 North Tower Road, Detroit Lakes, MN 56501

218-847-0099

February 18, 2025

### MEMORANDUM FOR ACTION

#### **SUBJECT: Approval to hire three seasonal positions for NRM/Parks and Recreation**

The Becker County Natural Resource Management (NRM) Office is seeking approval to hire seasonal employees (max. 67-day employment term).

1. **Seasonal Parks and Recreation Intern** – Maintain 42 State Owned Public Water Accesses, 18 County Owned Public Accesses, Parks, or other recreational locations in Becker County. Assist in other related Parks/Rec or NRM related tasks during the summer. Becker County has an agreement with MN DNR to maintain their public water accesses and is compensated for that, which would cover the costs of the seasonal intern.
2. **Seasonal Tramway Operator** – Seasonal operator is needed to operate the tram at Dunton Locks County Park. The tram operator will also be responsible for assisting in the maintenance of the park when not operating the tram. Seasonal or Daily passes for tram usage typically cover the costs for staffing this position. The expected cost will be approximately 75% of the seasonal cost analysis, the other 25% of the cost could be absorbed if needed for other parks and recreation maintenance tasks needed.
3. **Seasonal Forestry Intern**- Seasonal Forester assists in the maintenance of the 74,000 acres of Becker County Tax Forfeited Forest land inventory by completing necessary ground data collection and analysis. NRM has hired seasonal forestry interns for the past two years. The intern will collect and analyze approximately 1,200 acres of forest inventory annually. This data is the base data for efficiently and effectively managing county managed forest lands. The collected and analyzed data saves the Department time and resources by determining which timber stands need to be harvested and determining the health of the forest. This base forest inventory is also used to determine long-term harvest goals and objectives based off the updated inventory. The sale of wood products covers the cost of this position.

**Cost:** \$19-20 Hr. DOQ. (Plus, \$1 for differential increase per hour for weekend or holiday pay for Tram Operator)

**Action:** Approve Resolution 02-25-2E, authorize staff to advertise and hire three seasonal positions for 2025.



**Cost Analysis (per seasonal employee):**

SEASONAL POSITION	2025 COST TO FILL	2025 CURRENT COST	2025 BUDGET	N/A	
SALARY	\$ 10,400		\$ 10,660	\$ -	YTD SALARY
PERA	\$ -		\$ -	\$ -	YTD PERA 0.00%
HEALTH	\$ -		\$ -	\$ -	YTD INSURANCE - PER MONTH <b>**571.30 SUBJECT TO FICA</b>
FICA	\$ 796		\$ 815	\$ -	YTD FICA 7.65%
UNIFORM/SEVERANCE					VACATION PAYOUT 0.00 0.00 \$ -
TOTAL	\$ 11,195	\$ -	\$ 11,475	\$ -	COMP & SICK PAY 0.00 0.00 0.00

CURRENT BAND/GRADE N/A	BAND/GRADE COST TO FILL
HOURLY RATE 0.0000	HOURLY RATE 20.0000
BEGIN DATE 1/1/2025	BEGIN DATE 6/1/2025
END DATE 2/28/2025	END DATE 8/31/2025
# OF WEEKS 0.00	# OF WEEKS 12.00
# HOURS/WK 40	# HOURS/WK 40
TOTAL HOURS 0.00	TOTAL HOURS 519.99
TOTAL MONTHS INS 0	TOTAL MONTHS INS 0

**The Point of contact for this memorandum:**

Steve Skoog/Mitch Lundeen, Land Use Department/ NRM

**2024 Tram Revenue/ Expenditures**

	<b>Daily Passes</b>	<b>Season Passes</b>	<b>Total</b>
<b>Users</b>	104	176	280
<b>Price</b>	\$25.00	\$125.00	
<b>Totals</b>	\$2,600.00	\$22,000.00	\$24,600.00

<b>Tramway Ads</b>	\$0.00
<b>Part time Salary</b>	\$7,236.49
<b>Repair (Con)</b>	\$1,075.29
<b>Repair (CO)</b>	
<b>Tram Parts</b>	
<b>Totals</b>	\$8,311.78

<b>Total Revenue</b>	\$24,600.00
<b>Total Expense</b>	\$8,311.78
	\$16,288.22

**2023 Tram Revenue/ Expenditures**

	<b>Daily Passes</b>	<b>Season Passes</b>	<b>Total</b>
<b>Users</b>	37	123	160
<b>Price</b>	\$25.00	\$125.00	
<b>Totals</b>	\$925.00	\$15,375.00	\$16,300.00

<b>Tramway Ads</b>	\$0.00
<b>Part time Salary</b>	\$2,226.66
<b>Repair (Con)</b>	\$5,038.22
<b>Repair (CO)</b>	
<b>Tram Parts</b>	
<b>Totals</b>	\$7,264.88

<b>Total Revenue</b>	\$16,300.00
<b>Total Expense</b>	\$7,264.88
	\$9,035.12

**2022 Tram Revenue/ Expenditures**

	<b>Daily Passes</b>	<b>Season Passes</b>	<b>Total</b>
<b>Users</b>	53	13	66
<b>Price</b>	\$25.00	\$125.00	
<b>Totals</b>	\$1,325.00	\$1,625.00	\$2,950.00

<b>Tramway Ads</b>	\$0.00
<b>Part time Salary</b>	\$3,638.00
<b>Repair (Con)</b>	
<b>Repair (CO)</b>	\$5,316.55
<b>Tram Parts</b>	\$1,073.36
<b>Totals</b>	\$10,027.91

<b>Total Revenue</b>	\$2,950.00
<b>Total Expense</b>	\$10,027.91
	(\$7,077.91)

**2021 Tram Revenue/ Expenditures**

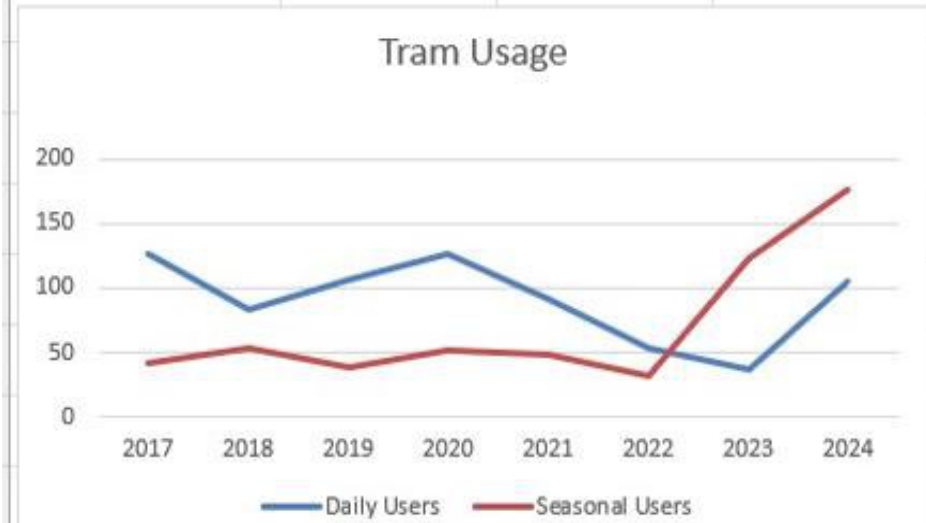
	<b>Daily Passes</b>	<b>Season Passes</b>	<b>Total</b>
<b>Users</b>	91	48	139
<b>Price</b>	\$25.00	\$125.00	
<b>Totals</b>	\$2,275.00	\$6,000.00	\$8,275.00

<b>Tramway Ads</b>	\$0.00
<b>Part time Salary</b>	\$9,172.12
<b>Repair (Con)</b>	
<b>Repair (CO)</b>	\$1,968.57
<b>Tram Parts</b>	\$21.00
<b>Totals</b>	\$11,161.69

<b>Total Revenue</b>	\$8,275.00
<b>Total Expense</b>	\$11,161.69
	(\$2,886.69)

# DUNTON LOCKS COUNTY PARK TRAM OPERATOR FINANCIAL REPORT 2017-2024

	2017	2018	2019	2020	2021	2022	2023	2024
<b>Daily Users</b>	127	84	107	127	91	53	37	104
<b>Seasonal Users</b>	42	53	38	51	48	31	123	176
<b>Usage Revenue</b>	\$6,740.00	\$6,980.00	\$5,940.00	\$7,640.00	\$8,275.00	\$5,200.00	\$16,300.00	\$24,600.00
<b>Part Time Salary</b>	\$6,237.26	\$3,064.13	\$3,700.00	\$6,962.85	\$9,172.12	\$3,638.00	\$2,226.66	\$7,236.49
<b>Repair Costs</b>	\$978.18	\$4,218.71	\$7,708.80	\$618.49	\$1,968.57	\$5,369.55	\$5,038.22	\$1,075.29
<b>Repair Parts</b>		\$1,170.71		\$725.80	\$21.00	\$1,073.36		
<b>Revenue-Expenses</b>	(\$475.44)	(\$1,473.55)	(\$5,468.80)	(\$667.14)	(\$2,886.69)	(\$4,880.91)	\$9,035.12	\$16,288.22
<b>Donations</b>						Maloney \$3280.00	Fundraiser \$42,475.00	





# Capital Improvement Expenditure Request Form

Date Requested: February 12, 2025

Department: Land Use/Environmental Services

Department Head: Steve Skoog

Capital Improvement Request: Purchase Pay Loader bucket with grapple attachment from RDO Equipment.

Requested Amount: \$28,850

## EXPLANATION OF THE REQUEST

Purpose/Need: The ES Department uses a payloader to push up brush, waste concrete, old asphalt shingles, and other items on the Solid Waste Campus. The department is proposing to contract out the grinding of shingles. To reduce project costs staff would assist the contractor by loading the grinder using County staff and equipment. To efficiently move waste asphalt shingles, a different bucket with a grapple is needed for the payloader. This purchase will also allow the staff to efficiently move other waste products on the campus as well. Two different styles of buckets were considered, one for \$28,850 and one for \$25,350. The staff's recommendation is to purchase the heavier duty grapple loader after reviewing additional information provided by the equipment provider.

Savings Achieved (Dollar Amount/Time/ Efficiency): 1) Reduce operational costs by utilizing staff during a normally slower time of the year assist in grinding old asphalt shingles.

Are There Sufficient Funds in Your Budget? Yes

Was this in your 5-Year Capital Improvement Plan? No. This request was reviewed and approved by the Environmental Services Committee.

Action Request (If different than request): Board motion approving the purchase a 2025 pay loader scrap grapple bucket for \$28,850.

Date Request Completed: February 12, 2025

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





# Investment Proposal (Quote)

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

**Proposal for:**  
 BECKER COUNTY  
 ENVIRONMENTAL SERVICES  
 24413 COUNTY RD 144  
 DETROIT LAKES, MN, 565017694

**Investment Proposal Date:** 1/14/2025  
**Pricing Valid Until:** 1/28/2025  
**Deal Number:** 1857348  
**Customer Account#:** 6382018  
**Sales Professional:** Brady Burgess  
**Phone:** (701) 526-2234  
**Fax:** (701) 526-2235  
**Email:** BBURGESS@rdoequipment.com

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2025 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE 3.5GB	\$25,350.00

**Equipment Subtotal: \$25,350.00**

## Purchase Order Totals

<b>Balance:</b>	\$25,350.00
<b>Total Taxable Amount:</b>	\$0.00
<b>MN STATE TAX:</b>	\$0.00
<b>MN SPECIAL TAX:</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$25,350.00
<b>Cash with Order:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$25,350.00</b>

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2025 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,T HE 3.5GB	500GB BKT-3.50QC-WE-FUS 500GB BKT-3.50-QC-WE-FUS-CPQ



PH: 1-800-556-9452  
www.amiattachments.com

**IT'S NOT A JOB  
IT'S A PERFORMANCE**

**SPECIFICATIONS:**

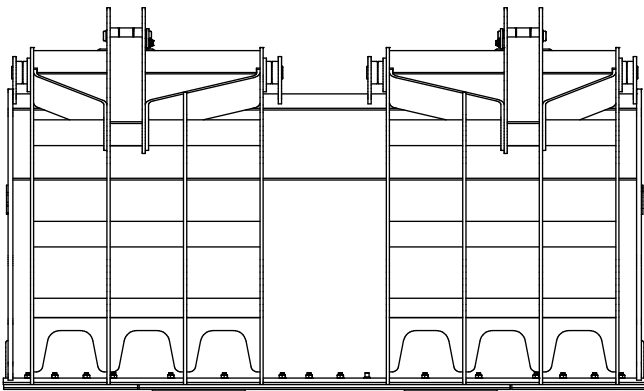
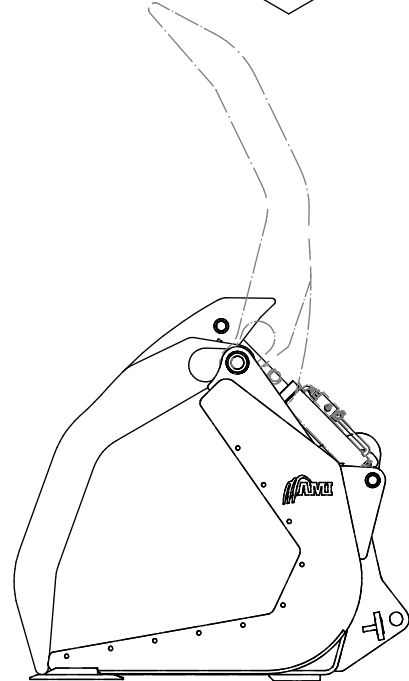
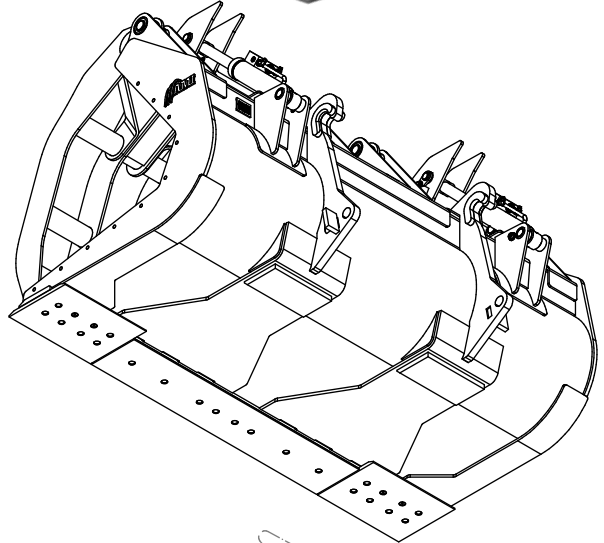
- FLAT FLOOR DESIGN
- COMES WITH REVERSIBLE BOLT ON EDGE
- BOLT-ON END PLATE ARE AVAILABLE
- SHOWN WITH DUAL GRAPPLE ARMS, SINGLE GRAPPLE ARM AVAILABLE
- AVAILABLE IN ANY LUGGING STYLE

**AMI ATTACHMENTS SPECIFICATION DRAWING  
WHEEL LOADER CATEGORY 175  
SCRAP GRAPPLE BUCKET**



Part #	Capacity		Weight	
	yd <sup>3</sup>	(m <sup>3</sup> )	lbs	(kg)
WL175SGB350	3.500	(2.675)	3900	(1770)

MATERIAL SPECIFICATIONS		
Part	Hardox 450	Strenx
BASE EDGE	X	
SIDE PLATE	X	
FOOT PADS	X	
SHELL		X
LUGGING		X



DESIGNED & BUILT WITH





# Investment Proposal (Quote)

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

**Proposal for:**  
 BECKER COUNTY  
 ENVIRONMENTAL SERVICES  
 24413 COUNTY RD 144  
 DETROIT LAKES, MN, 565017694

**Investment Proposal Date:** 2/7/2025  
**Pricing Valid Until:** 2/21/2025  
**Deal Number:** 1857348  
**Customer Account#:** 6382018  
**Sales Professional:** Brady Burgess  
**Phone:** (701) 526-2234  
**Fax:** (701) 526-2235  
**Email:** BBURGESS@rdoequipment.com

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2025 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE 3.5GB	\$25,350.00

**Equipment Subtotal: \$25,350.00**

## Purchase Order Totals

<b>Balance:</b>	\$25,350.00
<b>Total Taxable Amount:</b>	\$0.00
<b>MN STATE TAX:</b>	\$0.00
<b>MN SPECIAL TAX:</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$25,350.00
<b>Cash with Order:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$25,350.00</b>

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2025 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,T HE 3.5GB	500GB BKT-3.50QC-WE-FUS 500GB BKT-3.50-QC-WE-FUS-CPQ





# Grapple Buckets

## Rugged. Versatile. Dependable.

JRB Grapple Buckets by Paladin are designed to efficiently load tires, clean-up debris and work in land clearing and trash handling applications.

The JRB Grapple bucket is available in three different designs: a full-side design to move small and fine material; a half-side design that is lighter in weight and can handle medium-size material; and a cutaway design that is ideal for handling material with voids such as oversize brush and tree limbs.

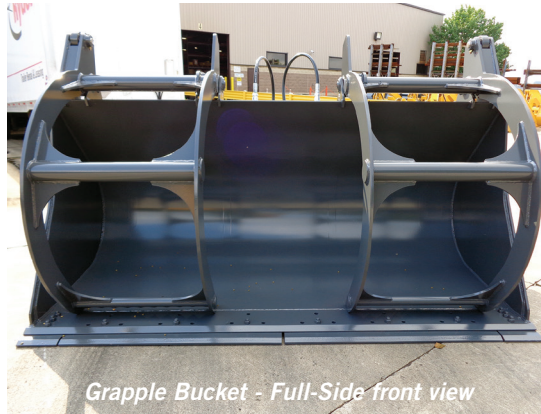
Each design has two separate grapple arms that can be independently moved by the dual hydraulic cylinders, allowing for better control and versatility when clamping uneven loads.



*Grapple Bucket with optional screening*



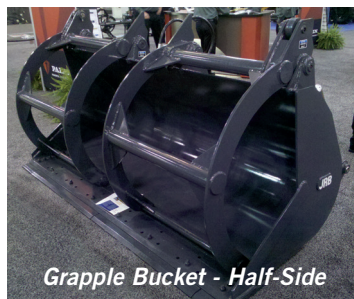
*Grapple Bucket - Full-Side back view*



*Grapple Bucket - Full-Side front view*



*Grapple Bucket - Full-Side side view*

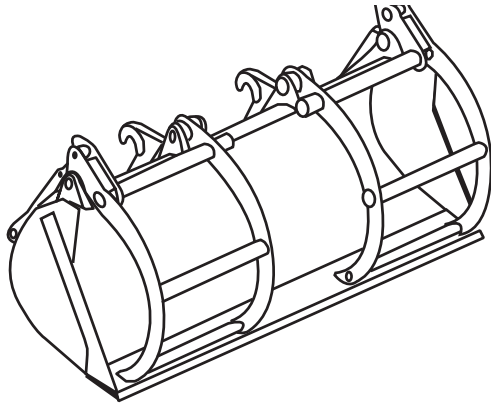


*Grapple Bucket - Half-Side*

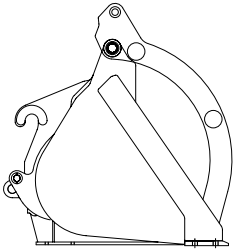




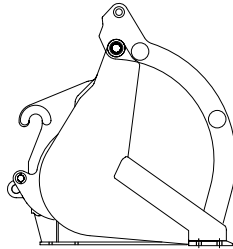
# Grapple Buckets



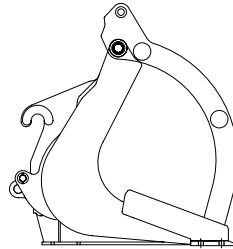
- Profiles available in full, half-cutaway or full-cutaway sides for any job application
- Optional screening available for maximum material retention
- Dual hydraulic cylinders allow independent actuation of each cylinder for clamping uneven loads
- Width and edge hole patterns drilled to OEM standard wear parts
- Available as pin-on or compatible with JRB's Quick Coupler system
- Third function loader hydraulics and jumper hose kit for quick coupler required for operation. Bucket supplied with attachment side whip hoses



FULL SIDE



HALF SIDE



CUTAWAY



"Paladin attachments have the **durability** and performance I can always count on."  
*Jim W., Construction Contractor*

**BECKER COUNTY HIGHWAY DEPARTMENT**  
**SAP 003-626-024, etc.**  
**BID TABULATION - BID OPENING FEBRUARY 6, 2025**

Engineer's Estimate = \$5,105,690.95

Contractor	Total	% Over/Under Estimate
R.J. Zavoral and Sons, Inc.	\$4,499,982.48	11.86% UNDER
Mark Sand & Gravel Co.	\$4,618,839.52	9.54% UNDER
Central Specialties Inc.	\$4,635,094.17	9.22% UNDER
Knife River Materials-Northern Minnesota	\$5,164,460.04	1.15% OVER

**BECKER COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION 02-25-2C**

**Bid Award**

**Projects:**

**SAP 003-626-024, SAP 003-634-021, SAP 003-635-008  
SAP 003-592-002 E Lake Ida Lane – Cormorant Township  
Cozy Cove Rd – Detroit Township**

**WHEREAS**, a bid in the amount of \$4,499,982.48 from R.J. Zavoral and Sons, Inc. of E Grand Forks, MN, was the low bid received in the bid letting on February 6, 2025 for the Projects:

SAP 003-626-024-CSAH 26 – CSAH 21 to CSAH 29 – Reclaiming, Bituminous Surfacing, Agg Shoulder  
SAP 003-634-021-CSAH 34 – CSAH 21 to CSAH 143 – Reclaiming, Bituminous Surfacing, Agg Shoulder  
SAP 003-635-008-CSAH 35 – CSAH 143 to TH 113 – Bituminous Overlay & Agg Shoulder  
SAP 003-592-002-E Lake Ida Lane – Cormorant Township – Sherbrooke Rd to CSAH 5 – Milling,  
Bituminous Overlay, Agg Shoulder  
Cozy Cove Rd – Detroit Township – TH 59 to CSAH 149 – Reclaiming, Bituminous Surfacing, Agg Shoulder

**WHEREAS**, the bid is considered reasonable and is 11.86% under the engineer’s estimate;

**WHEREAS**, Becker County, Cormorant Township and Detroit Township have coordinated these projects.

**NOW THEREFORE BE IT RESOLVED** that Becker County hereby awards the contract to the low bidder, R.J. Zavoral and Sons, Inc. of E Grand Forks, MN, contingent upon approval with Cormorant Township and Detroit Township;

**BE IT FURTHER RESOLVED** that the County Chairman and County Administrator are hereby authorized and directed, on behalf of Becker County to execute and enter into said contract.

Duly adopted this 18<sup>th</sup> day of February 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS  
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith  
Carrie Smith  
County Administrator

/s/ Dave Meyer  
Dave Meyer  
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 18, 2025, as recorded in the record of proceedings.

\_\_\_\_\_  
Carrie Smith, County Administrator

# Capital Improvement Expenditure Request Form

Date Requested: February 18, 2025

Department: Highway

Department Head: Jim Olson, P.E.

Capital Improvement Request: Trimble R980 GPS & Accessories

Request Amount: \$41,153.30

## EXPLANATION OF THE REQUEST

Purpose/Need: This unit will replace our current Trimble R10 GPS that was purchased in 2014.

Savings Achieved (Dollar Amount/Time/ Efficiency): New GPS unit has updated software and can connect to more satellites making surveying more accurate and efficient.

Are There Sufficient Funds In Your Budget? Yes

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

Action Taken (If different than request): \_\_\_\_\_

Date Request Completed: \_\_\_\_\_

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



**BILL TO:**

Becker County Highway Department  
 Brian Shepard  
 200 East State Street  
 Detroit Lakes, MN 56501  
 UNITED STATES  
[brian.shepard@co.becker.mn.us](mailto:brian.shepard@co.becker.mn.us)  
[218-847-4463](tel:218-847-4463)

**SHIP TO:**

Becker County Highway Department  
 Brian Shepard  
 200 East State Street  
 Detroit Lakes, MN 56501  
 UNITED STATES  
[brian.shepard@co.becker.mn.us](mailto:brian.shepard@co.becker.mn.us)  
[218-847-4463](tel:218-847-4463)

Product Details	Qty	Price	Total
<b>R980-101-50-01</b> Trimble R980, Model 50, ROW	1	\$ 8,100.00	\$ 8,100.00
<b>R980-ROV</b> Trimble R980 Configuration Level - Rover mode. R980 Configuration includes a one-year trial of CenterPoint RTX at no cost, with a standard value of an additional \$1995/year	1	\$ 18,450.00	\$ 18,450.00
<b>101070-00-01</b> Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord	1	\$ 630.00	\$ 630.00
<b>GCP72</b> GPS ROD 2M SNAP LOCK (CARBON FIBER)	1	\$ 379.00	\$ 379.00
<b>ADLS-GNSS3-BUNDLE-STK</b> Trimble Protected Premium - R980 GNSS, 5 Years w/Firmware	1	\$ 2,970.00	\$ 2,970.00
<b>TDC6-1-1100-00</b> TDC6: Android, 6GB/64GB, GPS, BT/WiFi, Global WWAN, USB-C	1	\$ 1,795.50	\$ 1,795.50
<b>TA-GENSURV-P</b> Trimble Access - General Survey; Perpetual License	1	\$ 3,330.00	\$ 3,330.00
<b>SA-ROADS-P</b> Trimble Access - Roads; Perpetual License	1	\$ 1,795.50	\$ 1,795.50
<b>121921-GEO-1</b> 45W AC Wall Charger Kit (includes regional plugs and USB-C to USB-C charge/sync cable)	1	\$ 73.80	\$ 73.80
<b>125510-10-GEO</b> TDC6 Battery Pack Li-Ion 5100mAh 3.85V	1	\$ 117.00	\$ 117.00
<b>125522-GEO</b> TDC6 Pole Clamp with Magnet Mount	1	\$ 247.50	\$ 247.50
<b>125521-GEO</b> TDC6 Device Bracket with Magnetic Plate	1	\$ 135.00	\$ 135.00
<b>ADLS-DC4-BUNDLE-STOCK</b> Trimble Protected Premium - Geospatial TDC6, 5 Years w/Trimble Access (12m exp)	1	\$ 2,130.00	\$ 2,130.00
<b>FPI-Training-Survey Non-taxable</b> Onsite training or new product installation and training - 1/2 day	1	\$ 1,000.00	\$ 1,000.00

Sub Total:	\$ 41,153.30
Discount:	\$ 0.00
Tax:	\$ 0.00
Shipping:	\$ 0.00
<b>Grand Total:</b>	<b>\$ 41,153.30</b>

**Valid Until: Mar 8, 2025**

## Special Notes

Shipping, handling, and applicable sales tax will be added to invoice

---

## Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns may be accepted 30 days from invoice. A restocking fee of up to 25% may be charged for any return. Special orders are not returnable.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

{{Signature\*}}

{{Signdate\*}}

{{Fullname\*}}

## SEASONAL EMPLOYEE REQUEST

Request to approve **Resolution 02-25-2D** authorizing the Highway Department to hire up to three seasonal employees to assist in maintenance and construction duties.

Cost Analysis:

<b>3 Seasonal Workers</b>	<b>2025 BUDGET</b>	
<b>SALARY</b>	\$ 40,200	
<b>FICA</b>	\$ 3,075	
<b>TOTAL</b>	<b>\$ 43,275</b>	

**67 Days x 10 hrs/day=670 hours x 20.00 / hr = \$13,400 x 3 workers**

Calculations are based on three employees working as needed from April/May to August/September at a rate of \$20.00 per hour. The maximum length of employment will be 67 working days for each employee.

Cost Savings:

- Reduction in overtime of full time employees.
- Utilize employees at a lower rate of pay to do unskilled tasks.
- Increases productivity on the work site allowing trained staff to operate equipment, rather than flagging, etc.
- Utilization of these employees increases the productivity of our County force while reducing the costs through less overtime.

Position Justification:

Construction

- Preliminary surveys may be delayed holding up design work for upcoming projects.
- Construction inspection duties would have to be done with other higher paid positions with additional overtime being a possibility with fewer staff.

Maintenance

- One of the major duties of the seasonal employees is to provide flagging for road maintenance activities as required by OSHA.
- Without these employees there are many summer maintenance tasks that will be delayed or slowed due to short staffing.
- These employees can also be used for parks, trail, buildings and grounds maintenance.

Options Explored:

- Operating maintenance without seasonal employees in most of the summer operations would not be advisable for the following reasons:
  - Work Zone Safety that is required would have to be provided by full time employees which would take them from more skilled work.
  - Delays in the flow of work during seal coating and otta sealing projects waiting for equipment return due to operator shortages.
  - Reduction of drivers to haul materials for projects again due to operator shortages.
  - Reduction in traffic sign maintenance and installations, and other normal maintenance operations because employees are pulled to fill in other areas or flag.

**RESOLUTION OF  
BECKER COUNTY BOARD OF COMMISSIONERS  
RESOLUTION NO. 02-25-2D**

**WHEREAS**, there is a need to fill 3 Seasonal Worker positions at the Highway Department.;

**THEREFORE, BE IT RESOLVED:** That the Becker County Board of Commissioners hereby authorizes the County Engineer to advertise for and hire 3 Seasonal Workers;

Duly adopted this 18<sup>th</sup> day of February, 2025 at Detroit Lakes, MN.

ATTEST:

/s/ Carrie Smith  
\_\_\_\_\_  
Carrie Smith  
County Administrator

/s/ Dave Meyer  
\_\_\_\_\_  
Dave Meyer  
Board Chair

State of Minnesota)  
                                  ) ss  
County of Becker )

I, the undersigned, being the duly elected 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 18, 2025, as recorded in the record of proceedings.

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



**Classification:** Bus Driver, Grade 3  
**Department:** Transit  
**Reports to:** Transit Supervisor  
**FLSA Classification:** Non-Exempt  
**Union Status:** Teamsters Human Services  
**Board Approved:**

## Position Summary

The Bus Driver provides transportation to Becker County residents.

### Essential Duties and Responsibilities

- Completes pre-and post-trip vehicle inspection. Reports vehicle problems to the dispatcher.
  - Operates transit bus in town and rural areas.
  - Provides passenger assistance as needed.
    - Operates hydraulic lift for wheelchair passengers and assists passengers with walkers.
    - Assists individuals on and off the bus as needed or requested.
    - Secures wheelchairs to restraining devices to stabilize them.
  - Operation of bus equipment included, but not limited to, wheelchair lift, two-way radios, tables, tie-downs, fire extinguisher, heating and cooling systems, etc.
  - Maintains radio contact with dispatcher to insure a safe, efficient, and timely delivery of the public to their destinations.
  - Cleans and sanitizes buses. Cleans snow and water from bus stall and performs other light cleaning and maintenance tasks.
  - Adheres to county, OSHA and MNDOT safety requirements.
  - Promotes transit and its services.
  - Provides persons with directions and guidance, is courteous and patient, and resolves problems when able.
- 
- Attends trainings and meetings.
  - Performs other duties as assigned or apparent.

## Qualifications

**Education:** High school diploma or equivalent.

### Requirements:

- Valid MN CDL Driver's License with passenger endorsement.
- Must successfully pass background check.
- Subject to pre-employment and random drug testing.
- The ability to communicate effectively, orally and in writing, and have positive public relations skills.
- Ability to work under limited supervision with general autonomy in determining how objectives are achieved.
- Ability to apply a variety of procedures and policies using moderate analytical ability in adapting standard methods to fit facts and conditions using generally prescribed procedures.

### **Physical Demands and Working Conditions**

- Work is performed in passenger buses, roads and office.
- Normal hearing and correctable vision required.
- Ability to lift, carry or push up to 25 pounds.

### **Equipment Utilized**

- Office equipment, passenger buses and their equipment.

### **Competencies Common to all County Positions**

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable County policies and procedures.
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent Becker County in a professional manner to the public, outside contacts and constituencies.



**Classification:** Dispatcher, Grade 3  
**Department:** Transit  
**Reports to:** Transit Supervisor  
**FLSA Classification:** Non-Exempt  
**Union Status:** Teamsters Human Services  
**Board Approved:**

## Position Summary

The Dispatcher dispatches bus trips and routes.

<b>Essential Duties and Responsibilities</b>
<p><b>Dispatcher</b></p> <ul style="list-style-type: none"> <li>• Responds to customer phone calls and schedules rides.</li> <li>• Organizes rides to provide drivers with the most efficient routes.</li> <li>• Maintains communication with drivers via two-way radio.</li> <li>• Adheres to county, OSHA and MNDOT safety requirements.</li> <li>• Promotes transit and its services.</li> <li>• Provides persons with directions and guidance, is courteous and patient, and resolves problems when able.</li> <li>• Performs basic office tasks.</li> </ul>
<ul style="list-style-type: none"> <li>• Attends trainings and meetings.</li> <li>• Performs other duties as assigned or apparent.</li> </ul>

## Qualifications

**Education:** High school diploma or equivalent.

### Requirements:

- Must successfully pass background check.
- Subject to pre-employment drug testing.
- The ability to communicate effectively, orally and in writing, and have positive public relations skills.
- Ability to work under limited supervision with general autonomy in determining how objectives are achieved.
- Ability to apply a variety of procedures and policies using moderate analytical ability in adapting standard methods to fit facts and conditions using generally prescribed procedures.

### Physical Demands and Working Conditions

- Work is performed in office.
- Normal hearing and correctable vision required.
- Ability to lift, carry or push up to 25 pounds.

### Equipment Utilized

- Office equipment and radio.

### Competencies Common to all County Positions

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable County

policies and procedures.

- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent Becker County in a professional manner to the public, outside contacts and constituencies.





**Classification:** Bus Driver/Dispatcher, Grade 4  
**Department:** Transit  
**Reports to:** Transit Supervisor  
**FLSA Classification:** Non-Exempt  
**Union Status:** Teamsters Human Services  
**Board Approved:**

## Position Summary

The Bus Driver/Dispatcher provides transportation to Becker County residents and dispatches bus trips and routes.

<b>Essential Duties and Responsibilities</b>	
<b>Driver</b>	<ul style="list-style-type: none"> <li>• Completes pre-and post-trip vehicle inspection. Reports vehicle problems to the dispatcher.</li> <li>• Operates transit bus in town and rural areas.</li> <li>• Provides passenger assistance as needed.               <ul style="list-style-type: none"> <li>• Operates hydraulic lift for wheelchair passengers and assists passengers with walkers.</li> <li>• Assists individuals on and off the bus as needed or requested.</li> <li>• Secures wheelchairs to restraining devices to stabilize them.</li> </ul> </li> <li>• Operation of bus equipment included, but not limited to, wheelchair lift, two-way radios, tables, tie-downs, fire extinguisher, heating and cooling systems, etc.</li> <li>• Maintains radio contact with dispatcher to insure a safe, efficient, and timely delivery of the public to their destinations.</li> <li>• Cleans and sanitizes buses. Cleans snow and water from bus stall and performs other light cleaning and maintenance tasks.</li> <li>• Adheres to county, OSHA and MNDOT safety requirements.</li> <li>• Promotes transit and its services.</li> <li>• Provides persons with directions and guidance, is courteous and patient, and resolves problems when able.</li> </ul>
<b>Dispatcher</b>	<ul style="list-style-type: none"> <li>• Responds to customer phone calls and schedules rides.</li> <li>• Organizes routes by GPS and locations to provide drivers with the most efficient routes.</li> <li>• Maintains communication with drivers via two-way radio.</li> <li>• Performs basic office tasks.</li> </ul>
	<ul style="list-style-type: none"> <li>• Attends trainings and meetings.</li> <li>• Performs other duties as assigned or apparent.</li> </ul>

## Qualifications

**Education:** High school diploma or equivalent.

### Requirements:

- Valid MN CDL Driver’s License with passenger endorsement.
- Must split time between bus driving and dispatching as assigned by the Transit Supervisor.
- Must successfully pass background check.

- Subject to pre-employment and random drug testing.
- The ability to communicate effectively, orally and in writing, and have positive public relations skills.
- Ability to work under limited supervision with general autonomy in determining how objectives are achieved.
- Ability to apply a variety of procedures and policies using moderate analytical ability in adapting standard methods to fit facts and conditions using generally prescribed procedures.

#### **Physical Demands and Working Conditions**

- Work is performed in passenger buses, roads and office.
- Normal hearing and correctable vision required.
- Ability to lift, carry or push up to 25 pounds.

#### **Equipment Utilized**

- Office equipment, radio, passenger buses and their equipment.

#### **Competencies Common to all County Positions**

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable County policies and procedures.
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent Becker County in a professional manner to the public, outside contacts and constituencies.