



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, May 20, 2025 at 8:30 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 672 122 400#

- 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 May 6, 2025 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 8
 2. Auditor-Treasurer: License List 9
 3. Auditor-Treasurer: Resolution 05-25-2A - Detroit Lakes Lions Club Bingo at Meadow Lake Campsite on June 21, 2025 in Lake View Twp 10
 4. Auditor-Treasurer: Resolution 05-25-2B - Detroit Lakes Lions Club Bingo at Meadow Lake Campsite on July 19, 2025 in Lake View Twp 11
 5. Auditor-Treasurer: Resolution 05-25-2C - Detroit Lakes Lions Club Bingo at Meadow Lake Campsite on August 16, 2025 in Lake View Twp 12
 6. Human Services: Regular Claims, Public Health, & Transit
 7. Assessor: Abatements 13
 8. Human Services: Contracts & Agreements: Cornerstone FRC Partnership Agreement 14
 9. Human Services: Contracts & Agreements: Cornerstone Agreement 19
 10. Human Services: Contracts & Agreements: Regional Collaborative Agreement QI Revision 25
 11. Human Services: Contracts & Agreements: FPI Grant Contract 29
 12. Human Services: Contracts & Agreements: Sourcewell Licensing Service 2026 47
 13. Human Services: Contracts & Agreements: Tri County Elder Abuse Multi- Disciplinary Team 48
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Pelican River Watershed District 52
- 9:00 Public Hearing - Off-Sale Liquor - La Bella Restaurant LLC dba Sauce'd at Swanies
1. New Off-Sale Liquor License 60
- 9:10 County Administrator
1. Report
 2. West Central Initiative - presented by Rebecca Petersen and Greg Wagner
 3. MN DNR - Heritage Forest Land - presented by Kent Wolf 61

- a) Resolution 05-25-2D - Proposed State DNR Land Acquisition
- 4. Pelican River Watershed Storage Building
- 5. Land Purchase Options - Sheriff Department 63
- 6. Rental Space Storage Building - Sheriff Department 64
- 7. Legislatvie Updates
- 8. Financial Planning Work Session Discussion
- 9:45 Probation
 - 1. MN DOC/Becker County - Pretrial Supervision Program - 6 Month Data Report 69
- 10:00 Break
- 10:05 Human Resources
 - 1. LELS Deputies Settlement Agreement 77
 - 2. Benefits Committee Bylaws Revision 78
- 10:10 Land Use/Environmental Services
 - 1. Dunton Locks Park Donations
 - a) Resolution 05-25-2E - Dunton Locks County Park - VFW Shelter Renovations Donation 80
 - b) Resolution 05-25-2F - Dunton Locks County Park Picnic Tables Donations 81
 - 2. Resolution 05-25-2G - Seasonal Tram Worker Salary 82
- 10:20 Sheriff
 - 1. Request to Sell 2012 Yamaha ATV at Public Auction 84
 - 2. Request to use Low Bid to Purchase 2025 Polaris Sportsman 570 85
- 10:25 Planning & Zoning
 - 1. Zoning Ordinance Amendment Discussion
- Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, May 6, 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 Peggy Martin.
2. Pledge of Allegiance.

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the following addition: Human Services Claims to the Consent Agenda (Nelson, Jepson) carried.
2. Minutes – Moved and second to approve minutes of April 15, 2025, with the requested changes (Jepson, Hansen) 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, Human Services: Regular Claims, Public Health, & Transit, Auditor-Treasurer: License List Renewals for the following: Tubing License – K & K Tubing – Roger Klemm – Erie Twp, Charlie’s Tubing – Charles Pihlaja – Erie Twp, On/Off Sale – Renewal – Two Inlets Country Store – Robb Peterson – Two Inlets Twp, Resolution 05-25-1A – Rocky Mountain Elk Foundation for a Raffle at Cormorant Lakes Sportsman’s Club in Lake Eunice Twp, March Cash Comparison, Sales Tax, & Investment Report, Land Use – Parks & Rec: North Country Trail Funding Request, Lawn Mower Purchase, Land Use- Environmental Services: Resolution 05-25-1F – Waste Hauler License - Smith Pro Services, Assessor: Abatements in the amount of \$5,668, Administration: Financial Planning Contract with Ryan Selock, Sheriff: Cellebrite Inc. Upgrade, Donation of Old Computers (Nelson, Jepson) carried.

Commissioners:

1. Open Forum:
 - Jane Neubauer – Partnership 4 Health. Update on Apple Tree expansion in Detroit Lakes.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – EDA, Fair Board, Planning & Zoning.

- Commissioner Hansen – Pelican River Watershed District, Prairie Lakes Municipal Solid Waste Authority, Zoning Ordinance, Planning & Zoning, Environmental.
- Commissioner Nelson – Zoning Ordinance, Sheriff, Courthouse, NRM, Lakeland Mental Health, Buffalo/Red Watershed District.
- Commissioner Vareberg – Environmental, NRM.
- Commissioner Meyer – Fair Board, Sheriff, Courthouse, Lakes Country Service Co-Op, West Central Initiative, DAC.

3. Appointments

- Motion and second to appoint Bill Steffl to the Buffalo/Red Watershed District (Hansen, Nelson) carried.
- Pelican River Watershed District appointments will be made at the May 20th meeting.

County Administrator: presented by Carrie Smith.

1. Report:

- Shoutout to the DMV on the positive comments received online.
- Old Jail walk through looking at options for renovations.
- Joint letter from MN Inter-County Assn, AMC, and MRC – concerns of cost shifts from state to counties.
- Assistant Veterans Service Officer offer has been made.

2. Motion and second to approve Resolution 05-25-1B – Family Child Care Startup Grant Distribution (Jepson, Vareberg) carried.

3. NW Region of the MN DNR Update – presented by Ben Bergey.

4. 245th Ave Barricade Agreement – presented by Mike Engum. Roadway Easement was never recorded.

Auditor-Treasurer: presented by Mary Hendrickson.

1. Motion and second to set a Public Hearing for Off-Sale Liquor – La Bella Restaurant LLC dba Sauce'd at Swanies on May 20, 2025 at 9:00 am in the Commissioner's Boardroom (Nelson, Jepson) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve the new language in the Selection of Applicants – Veterans Preference (Nelson, Jepson) carried.
2. Motion and second to approve the New Becker County AI Policy (Nelson, Jepson) carried.

3. Motion and second to approve the Changes in Employment Status Update – Career Ladder with a minimum 1.5% pay increase and allow finessing the wording of the update (Nelson, Hansen) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 05-25-1D – Rumble Strips – SP 003-070-021 Bid award to Allstate Pavement Recycling in the amount of \$49,424.20 (Hansen, Vareberg) carried.
2. Motion and second to approve Resolution 05-25-1E – MnDOT Grant Agreement – SAP 003-607-027 in the amount of \$500,000 (Nelson, Jepson) carried.

Land Use/Environmental Services: presented by Steve Skoog and Mitch Lundeen.

1. Motion and second to approve Resolution 05-25-1C – Hubbard County and Forest Riders Snowmobile Club Grant Support (Nelson, Hansen) carried.
2. Motion and second to approve the Trail Routing Study Proposal from Houston Engineering in the amount of \$19,964 (Hansen, Nelson) carried.
3. Motion and second to approve the Gravel/Aggerate Fee Increase and Limit to \$3.00/Cubic Yard or \$4.20/Ton (Hansen, Nelson) carried.
4. Motion and second to implement a Missing Timber Scale Tickets Policy with a fee of \$10 for a missing ticket (Vareberg, Nelson) carried.
5. Motion and second to approve the Capital Purchase Request – Organics Program for 4 30 CY Roll-Off containers from H & S Manufacturing, Inc for \$65,300 and to bring back the request for the purchase of concrete blocks (Hansen, Vareberg) carried.
6. Motion and second to approve the Evaluation of the County Solid Waste Campus Infrastructure Needs – Professional Services Agreement with MBA Architects in the amount not to exceed \$12,000 (Hansen, Vareberg) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve the purchase of Less Lethal Launchers & Request Shotgun Trade Ins in the amount of \$27,473.08 (Nelson, Jepson) carried.
2. Motion and second to approve the purchase of a new Boat & Water Truck to replace the totaled vehicle in the amount of \$48,705.16 (Nelson, Jepson) carried.
3. The Administrator will look at properties owned by the City of Detroit Lakes to purchase.
4. Motion and second to authorize the Administrator to negotiate a Lease Agreement with the City of Detroit Lakes for the Sheriff's Storage (Nelson, Jepson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations from 04/30/2025

- Motion and second to concur with the Planning Commission to approve for Nicholas & Betsy Lewis – Request a Conditional Use Permit for a Retaining Wall (Jepson, Hansen) carried.
- Motion and second to concur with the Planning Commission to approve for Rory & Eric Wolff – Request a Preliminary Plat for six (6) plots to be known as Registered Land Survey #2 (Jepson, Hansen) carried.
- FUM Trust – Request a Conditional Use Permit to operate a Non-Profit Makerspace and Woodturning School with an Onsite Hostel was tabled.
- Motion and second to concur with the Planning Commission to approve for Adam Williams – Request a Conditional Use Permit for Mining Operations with the time of operations to be Monday – Friday 0730-1700 and up to 15 acres (Jepson, Hansen) carried.
- Motion and second to concur with the Planning Commission to approve for Bryan & Marie Millms – Request a Conditional Use Permit for the Cultivation, Manufacture, and Wholesale of Cannabis with the condition the applicant meet the setback requirement (Jepson, Vareberg) carried.
 - i. Roll Call Vote called by Commissioner Meyer: Nelson – Opposed, Jepson – In Favor, Hansen – Opposed, Meyer – In Favor, Vareberg – In Favor.

2. Zoning Ordinance Amendments

- Motion and second to approve the Requirements Regulating Cannabis: Setbacks for Cannabis businesses are subject to the following: 1,000 feet from a school, 500 feet from a church, daycare, library or a residence on an adjacent property, 500 feet from a residential treatment facility and 500 feet from a park, playground, or an athletic field. Setbacks for Cannabis Cultivation must be 100 feet from any property line or road right-of-way (Jepson, Vareberg) carried.
- Requirements Regulating Retaining Walls – tabled.
- Chapter 8, Section 14 – Land Alteration Permit – To require a Conditional Use Permit for any alteration to a Public Water Course – tabled.

3. Nuisance Property Discussion.

- Discussion regarding a joint effort between the following departments: Sheriff, Planning & Zoning, Human Services, and Environmental.

Being no further business, Board Chair Meyer adjourned the meeting at 12:39 pm.

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David Meyer
Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, May 19, 2025 at 8:30 AM

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

Administrator

1. Pelican River Watershed Building Purchase
2. Land Purchase Options - Sheriff Department
3. Rental Space Storage Building - Sheriff Department

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days

Human Services

1. Regular Claims, Auditor Warrants, & Over 90 Days
2. Contracts & Agreements: Cornerstone Agreement
3. Contracts & Agreements: FPI Grant Contract
4. Contracts & Agreements: Sourcewell Licensing Service 2026

Human Resources

1. LELS Deputies Settlement Agreement

Assessor

1. Abatements

Land Use/Environmental Services

1. Dunton Locks Park Donations
2. Resolution 05-25-2G - Seasonal Tram Worker Salary

Sheriff

1. Request to Sell 2012 Yamaha ATV at Public Auction
2. Request to use Low Bid to Purchase 2025 Polaris Sportsman 570

Adjourn

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 5/20/2025

BECKER COUNTY AUDITOR TREASURER

Gambling Permit

1. Resolution # 05-25-2A – Detroit Lakes Lions Club for bingo at Meadow Lake Campsite in Lake View Township on June 21, 2025.
2. Resolution # 05-25-2B – Detroit Lakes Lions Club for bingo at Meadow Lake Campsite in Lake View Township on July 19, 2025.
3. Resolution # 05-25-2C – Detroit Lakes Lions Club for bingo at Meadow Lake Campsite in Lake View Township on August 16, 2025.

On/Off-Sale - New

1. Sauce'd at Swanies – James Herrman – Cormorant Township

Temporary On-Sale Liquor License

1. Detroit Lakes Lions Club – James Granger – August 6-9, 2025 at We Fest

MINNESOTA LAWFUL GAMBLING RESOLUTION

Duly adopted at Detroit Lakes, Minnesota, this 20th day of May 2025.

COUNTY BOARD OF COMMISSIONERS

State of Minnesota)
County of Becker)

Becker County Auditor-Treasurer

SEAL

MINNESOTA LAWFUL GAMBLING RESOLUTION

Duly adopted at Detroit Lakes, Minnesota, this 20th day of May 2025.

COUNTY BOARD OF COMMISSIONERS

State of Minnesota)
County of Becker)

Becker County Auditor-Treasurer

SEAL

MINNESOTA LAWFUL GAMBLING RESOLUTION

Duly adopted at Detroit Lakes, Minnesota, this 20th day of May 2025.

COUNTY BOARD OF COMMISSIONERS

State of Minnesota)
County of Becker)

Becker County Auditor-Treasurer

SEAL

ABATEMENTS TAXES PAYABLE 05-20-2025

	Original	Adjustment	Corrected	TAG	Twsp/City
03.0583.508 EXEMPTION SET AT 70% SHOULD HAVE BEEN 100%	\$ 2,260.00	(\$344)	\$ 1,916.00		302 BURLINGTON
11.0033.001 VET EXCLUSION SHOULD HAVE BEEN FULL NOT PARTIAL	\$ 772.00	(\$712)	\$ 60.00		1101 EVERGREEN

TOTALS	\$ 3,032.00	(\$1,056)	\$ 1,976.00		
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TOTAL ADDED TAX		\$0			
TOTAL REDUCED TAX		(\$1,056)			



CornerStone Community, Youth & Family Resource Center

Partner Agreement

This Partner Agreement is made by and between all Partner Agencies participating in the Family Resource Center located within Becker County, MN.

1. Family Resource Center Contact Information

- Contact Person: Mackenzie Hamm
- Email: frc@cornerstonefrazee.onmicrosoft.com
- Phone: 218-329-6199

2. Partner Organization Name

- Contact Person Name and Title:
- Address within Becker County:
- Email:
- Phone:
- Type of Agreement
 - Core Team Member
 - FRC Partner Organization

I. Purpose

The purpose of this Agreement is to establish a collaborative partnership between the Family Resource Center and the Partner Organization to enhance community services and resources for families.

II. Goals and Objectives

- Strengthening families through access to equitable services, resources, and supports
- Providing accessible, comprehensive, and culturally responsive programming
- Fostering strong, healthy, and resilient families through collaboration
- Being a welcoming hub for all families to build better future themselves and our community
- Building community through connections and social capital
- Family as defined by each family!

Family Resource Centers (FRCs) serve as vital community hubs designed to support and uplift families. They are guided by the following shared goals and values, as outlined by the National Family Strengthening Network (NFSN):

- **Multi-Generational, Strengths-Based, and Family-Centered Approach:** FRCs focus on the whole family, recognizing their unique strengths and prioritizing their needs across generations.
- **Community-Driven and Responsive Services:** The services provided reflect the specific needs and interests of the community, ensuring that support is accessible and relevant.
- **Accessible and Affordable Support:** FRCs offer services at no or low cost to participants, removing barriers to receiving help and resources.
- **Building Peer Support Networks:** FRCs create a welcoming space for families to connect with one another, fostering social connections that help reduce isolation and stress.

III. Roles and Responsibilities

Family Resource Center (FRC)

- **Provide Community Navigation:** Provide aid in applying for and referrals to relevant services with warm referrals or handoffs when applicable, distribute flexible funding where needed, regularly provide access to navigation and services nights and weekends, and provide or have partnerships to support culturally relevant and appropriate programs and referrals to programming for the communities being served.
- **Provide Services and Resources:** Offer essential services such as parenting education, child development support, access to concrete support (e.g., food, housing assistance), and social and emotional support for children, youth, and caregivers in partnership with Partner Organizations.
- **Coordinate and Support Parent Advisory Committee:** A developed plan for incorporating parent voice into continuous improvement of navigation and service provision, support monthly meetings of the PAC, support PAC members in professional and leadership development, and support family engagement through PAC involvement and outreach efforts.
- **Coordinate Events and Outreach:** Organize family engagement opportunities, community events, and outreach activities to ensure that the FRC is responsive to community needs in partnership with Partner Organizations.
- **Maintain Communication with Partner Organizations:** Foster relationships with local organizations, agencies, and community groups to promote ongoing collaboration and collective decision-making to achieve our unified goal to support families and develop responsive community solutions.

FRC Partner Organizations

- **Provide Referrals and Warm Handoffs:** Connect families to the Family Resource Center by providing direct referrals and warm handoffs to Community Navigator to ensure seamless transitions and personalized support.
- **Support Co-Location and Collaboration Opportunities:** Work with the FRC Coordinator to request the Community Navigator or other FRC partners to join family centered events or programming to support access to services.
- **Outreach Support:** Collaborate with the Family Resource Center for outreach efforts, engaging the broader community and identifying new families in need of services.
- **Promotion and Advising:** Help raise awareness of the Family Resource Center's services through promotional activities. Offer advice and feedback to improve program quality and effectiveness.
- **Explore Future Opportunities:** Collaborate with the FRC to identify and explore opportunities for additional programming, new funding sources, and innovative outreach initiatives such as mobile service delivery or expanding physical locations.
- **Share Relevant Information and Resources:** Keep the Family Resource Center updated with key community insights, resources, and best practices to enhance the delivery of services and support.
- **Data Collection and Sharing:** Work to support appropriate data collection and sharing with FRC and partner organizations as requested. All requests will be in line with data sharing best practices and will not break confidentiality or create a conflict of interest.
- **Resourceful:** weareresourceful.com Claim your organization on We Are Resourceful to help with the process of referring individuals and families to your agencies programs & services.

Core Team

- All the FRC Partner Organization Responsibilities
- **Collective Grant Making:** Work with the Core Team to apply for collective grants that can support the long-term sustainability and expansion of FRC programming.
- **Regular Attendance:** Attend at least 80% of monthly meetings with ample committed time to prepare for agenda topics and decisions needing to be made.
- **Support Continuous Improvement:** Work FRC Coordinator and PAC Coordinator to support ongoing continuous improvement efforts including data collection, analytics, and strategic planning.

- **Review Program Progress:** Assess the effectiveness of FRC programs by reviewing data, outcomes, and community feedback. This ensures the FRC remains responsive to the evolving needs of the community.
- **Facilitate Collective Decision-Making:** Collaboratively identify areas for improvement, make decisions on program adjustments, and develop new strategies to enhance family services and support.
- **Data-Driven Reporting:** Leverage data collected from program activities, family interactions, and community engagement to report key findings and outcomes to the Core Team. This helps inform strategic planning and ensures transparency.

Parent Advisory Committee

The Parent Advisory Committee (PAC) plays a crucial role in supporting the FRC's continuous improvement efforts. As a group of families actively using the FRC's services, the PAC offers unique insights into the real-life impact of the programs. Their contributions include:

- **Providing Direct Feedback:** PAC members share their experiences and observations, offering valuable feedback on existing services, highlighting strengths, and identifying areas for improvement.
- **Collaborating with the Core Team:** PAC members are actively involved in Core Team meetings, ensuring that families' perspectives are incorporated into the decision-making process. Their input is vital to shaping programming that meets the true needs of the community.
- **Driving Innovation:** By sharing their lived experiences, PAC members help inspire new ideas for outreach, service delivery, and community engagement, contributing to the continuous evolution of the FRC.

Together, the Core Team and the PAC create a dynamic feedback loop that fosters accountability, innovation, and the ongoing refinement of services offered by the Family Resource Center.

CornerStone Community, Youth & Family Resource Center

CornerStone Community, Youth & Family Resource Center is ultimately responsible for compliance with all grant contracts for the funding of this project. They will be responsible for ensuring all decisions and grant spending is in line with eligibility and requirements of grant agreements and may override decisions if necessary to maintain grant compliance.

IV. Duration of Agreement

This Agreement shall commence on [Start Date] and will continue until [End Date], unless terminated by either party with 30 days' written notice.

V. Confidentiality

All partners agree to maintain confidentiality regarding any sensitive information shared during the course of this partnership.

VI. Conflict of Interest

All partners agree to act in the best interest of the partnership and the community served by the CornerStone Community, Youth & Family Resource Center. Any actual or potential conflicts of interest that may arise during the course of this Agreement must be disclosed promptly upon realization. The partners will work together to address and resolve such conflicts in a transparent and mutually agreeable manner to ensure the integrity and effectiveness of the partnership.

VIII. Miscellaneous

- This Agreement constitutes the entire understanding between all partners.
- Any amendments must be in writing and signed by applicable partners.
- This Agreement shall be governed by the laws of Minnesota.

Partner Coordinator

Signature: _____

Name: _____

Title: _____

Date: _____

Partner Organization

Signature: _____

Name: _____

Title: _____

Date: _____

ALLOCATION AGREEMENT
BECKER COUNTY AND CORNERSTONE COMMUNITY, YOUTH & FAMILY RESOURCE CENTER

THIS AGREEMENT is entered into by and between **Becker County Human Services (BCHS)**, 712 Minnesota Avenue, Detroit Lakes, MN 56501, hereinafter referred to as “County”, and **Cornerstone Community, Youth & Family Resource Center**, 300 2nd St NW, PO Box 113, Frazee, MN 56544, hereinafter referred to as “Provider”.

WITNESSETH:

WHEREAS: The County is desirous of entering into an agreement to provide a one-time allocation to the Provider to purchase goods and services to support families, with the goal of preventing entry into the Child Welfare System;

WHEREAS: The County is using funds from the DHS Family First Prevention Services Act (FFPSA) for the one-time allocation.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Provider agree as follows:

SECTION 1: TERMS AND CONDITIONS

The County agrees to provide a one-time allocation of \$5,000 to Provider from the DHS Family First Prevention Services Act (FFPSA) to be used by the Provider as follows:

- (a) The Provider agrees to establish a flex fund that will be used to provide concrete needs to families identified as at risk and who are served through the Provider’s Family Resource Center.
- (b) The flex fund may be used for clients’ needs as they arise as long as it falls within the realm of prevention.

Items such as, but not limited to:

- Gas
- Groceries
- Diapers

SECTION 2: ELIGIBILITY FOR SERVICES

- (a) Families being serviced by the Provider’s Family Resource Center are considered eligible for these services.

SECTION 3: REPORTING REQUIREMENT

- (a) The County does not have any immediate reporting requirements of the Provider other than those listed in Section 5.

SECTION 4: TERMS OF PAYMENT

Payment for such goods and services will be paid in advance by check and will be mailed prior to June 30th, 2025.

- (a) The County’s obligation to make payment hereunder is subject to audit by the County or its duly authorized designee and said audit shall be the final determination of the County’s payment obligation.

- (b) The Provider will promptly reimburse to the County any payments received in excess of required payments hereunder.
- (c) The County shall not be obligated to honor claims for, nor shall Provider claim for any services furnished or costs incurred by Provider, which are not specifically provided for hereunder or requested by the County in writing during the term of this Agreement.
- (d) The County or the County of Financial Responsibility shall, within 30 days of the date all signatures are affixed, make payment to the Provider.

SECTION 5: AUDIT REPORTING AND MONITORING

- (a) The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's financial statistical and service records and review of reports and data provided by the Provider at the County's request.
- (b) Consistent with Minnesota Statutes, section 13.46, the Provider agrees to allow personnel of the County, Minnesota Department of Human Services, and the U.S. Department of Health and Human Services access to the Provider's facility and access to the right to copy records at reasonable hours, in order to exercise their right and responsibility to audit Provider's records, monitor purchased services, and copy pertinent program and fiscal records.
- (c) All parties will maintain all records pertaining to the contract for four (4) years after an audit.

SECTION 6: SAFEGUARD OF CLIENT INFORMATION

- (a) The use or disclosure by and party of any private information concerning a client in violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13, (Minimum necessary access to protected information). The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the Minnesota Government Data Practices Act (MGDPA) and the Health Insurance Portability and Accountability Act (HIPAA). The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government," see Minnesota Statutes, 13.05, subd. 3; see also, 45 CFR 164.502(b) and 164.514(d), or for any purpose not directly connected with the County or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- (b) The individual employed by the Provider who is designated to assure compliance, with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (4) is the person specified in the contract.
- (c) The Provider agrees to comply with the requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA) passed by Congress in 1996. (Revised 3/26/13)

SECTION 7: CIVIL RIGHTS ASSURANCE, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY

- (a) Administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); the Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto; Title II of the Americans with Disabilities

Action of 1990, as amended; Title IX of the Educational Amendments of 1972; as amended; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

- (b) Administer all programs in compliance with the Minnesota Human Rights Act, Public Services, Public Accommodations provisions, all federal, state and local laws, ordinances, rules, regulations and executive orders; comply with all the requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, age, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The County Agency and the Department of Human Services further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties.
- (c) The Contracted Provider agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books, and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contracted Provider agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as needed to determine compliance with the nondiscrimination laws.
- (d) (When applicable) Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1988). This section shall not apply if the grant is less than \$1,000,000 and the Contractor has employed forty or less full-time employees during the previous 12 months.

SECTION 8 INDEMNITY AND INSURANCE CLAUSE

INDEMNITY: Provider agrees it will defend, indemnify, and hold harmless the County, its officers, and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

By reason of any service clients suffer personal injury, death or property loss or damage either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this contract, or while on premises owned, leased, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted by the Provider or its assigns; or

By reason of any service, a client causes injury to or damage at the property or another person during any time when the Provider, the Providers assign, or employee thereof has undertaken or is furnishing the care or services called for under this contract.

INSURANCE: The Provider further agrees, in order to protect itself as well as the Department and County under the indemnity liability insurance policy in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one occurrence. See Minnesota Statutes, section 466.04.

The County and Department must be named as additional insured and shall be sent a current certificate of insurance on an annual basis. The Contractor must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable,

the Contractor must also maintain professional liability insurance with a minimum aggregate amount of \$1,500,000.

SECTION 9 CONDITIONS OF THE PARTIES OBLIGATIONS

- (a) It is understood and agreed that in the event the reimbursement to the County from State, Federal, or Local sources are not obtained or continues at a level not sufficient to allow for the purchase of the indicated quality of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- (b) Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they are reduced to writing, duly signed, and attached to the original of this agreement.
- (c) In the event of a revision in federal regulations, which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulation.
- (d) The Provider agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of Provider's services. Evaluative data collected will be used by the County and in its funding decisions and will be shared with the Provider and community.
- (e) The Provider agrees that in any reports, news releases, public service announcements or publications regarding the Provider's program, the County will be identified as a funding source.
- (f) Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, is an affected party under this Contract. Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or prosecute Provider for any appropriate relief in law or equity, including but not limited to rescission, damages or specific performance of all or any part of the Contract between the County Board and Provider. Provider specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Provider, reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the eleventh Amendment to the United States Constitution or any other waiver of immunity (Minn. Stat.245.466, Subd. 3; Minn.R.9525.1870 sub p.2).

SECTION 10 SUBCONTRACTING AND ASSIGNMENT

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

SECTION 11 INDEPENDENT CONTRACTOR

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

SECTION 12 CANCELLATION, DEFAULT AND REMEDY

- (a) The Provider shall, in writing within thirty (30) days, notify the County whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, the County shall determine whether such inability will require modification or cancellation of the contract.
- (b) In the event of default by Provider, the County may cancel this Agreement immediately by sending written notice of cancellation to Provider at its principal business address, notwithstanding the provisions of paragraph 12(a) above. The failure of Provider, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the County.
- (c) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County upon resolution of the County.
- (d) It is understood and agreed that in the event that funding resources to the County is reduced, the obligation of each party hereunder may be modified or terminated.
- (e) In the event of default by the County, Provider may cancel this agreement immediately by sending written notice of cancellation to the County at its principal business address, notwithstanding the provision of Paragraph 12(a) above. The failure of the County, to abide by any of the terms, conditions or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from Provider.

SECTION 13 MISCELLANEOUS

- (a) **WORKER HEALTH, SAFETY AND TRAINING:** Provider shall be solely responsible for the health and safety of its employees in connection with the work performed under this contract. Provider shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Provider shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed, or certified appropriate to tasks the personnel are engaged in under this contract. Provider shall comply with the "occupational Safety and Health Act; and the Employee Right to Know Act", Minn.Stat.182.65, et seq. where applicable.
- (b) **ENTIRE AGREEMENT:** It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and the County to the subject matter hereof.

IN WITNESS WHEREOF, County and Provider agree that this contract is in effect as of the date of the signatures to the date the provider receives payment.

BY: _____
Director, Becker County Human Services Agency

DATED: _____

BY: _____

Provider Representative/Board Chair,

DATED:

APPROVED AS TO FORM AND EXECUTION:

BY: _____
Beker County Attorney

DATED: _____

REGIONAL COLLABORATIVE AGREEMENT

This Agreement made and entered into by and between the Becker, Clay, Otter Tail, Stevens, Western Prairie and Wilkin Counties, through its local social service agency, Health and Human Services, referred to as the "County".

Provider is defined as the Qualified Individual who will be responsible for conducting the QRTP assessment

WITNESSETH

WHEREAS, County Health and Human Services have identified a need for Qualified Individual Assessment Services for children/youth who are placed in Qualified Residential Treatment Programs (QRTP); and

WHEREAS, this is a mandated service under the Federal Family First Prevention Services Act (Family First); and

WHEREAS, this agreement is made under Minnesota Waiver Option 2, consistent with 42 U.S.C. 675a (D) (ii), which allows designated agency employees to serve as Qualified Individuals pursuant to regional collaborative agreements between counties or Initiative tribes.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County agree as follows:

1. Term

The term of this Agreement shall commence upon signing and shall continue indefinitely unless canceled by a party. Parties may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other parties. No payments shall be exchanged between the parties; instead, services rendered by each contracting party shall be offset against the services provided by the other. Cancellation or termination of this Agreement shall not relieve parties from providing or receiving services rendered prior to the effective date of termination.

2. Services:

- a. Pursuant to Minn. Stat. 256M (Vulnerable Children and Adults Act), County agrees to the following services:
Qualified Individual Assessment Services for children/youth being placed in QRTP locations. These Qualified Individuals must have knowledge in child welfare services and be supervised by an individual who has no decision-making responsibilities related to foster care, case planning or placement of children in the requesting county agency. The employees and supervisor cannot be connected or affiliated with any placement setting or services. Designated waiver staff must have an understanding of child development, family dynamics when a child/youth in the home is manifesting behavioral or mental health issues and is knowledgeable about available culturally appropriate services that

support meeting children's needs in the home and/or family foster home or other placement setting.

3. Delivery of Services:

- a. Provider will have two (2) business days to review and accept or decline referrals sent from the County. Provider will communicate referral decision via email. Provider will decline any referrals that would be a conflict of interest.
- b. Provider will work collaboratively with the County regarding documentation needed to complete the assessment and Release of Information (ROI) process.
- c. Provider will complete assessment and submit completed CANS tool and QRTP assessment/recommendation forms within 30 days of accepting the referral. The completed forms will be submitted to Program Manager, via email.
- d. In emergent situations where referrals are made after a child/youth has entered a QRTP setting, Provider will submit a completed CANS tool and QRTP assessment/recommendation within the 30 days of the child/youth entering the QRTP setting.

4. Records

- a. Pursuant to Minn. Stat. §-16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years.

5. Provider Standards and Licenses

- a. The Provider shall furnish to the County proof of complete training and certification to administer the CANS assessment.
- b. The Provider must have an approved background check on file prior to contract execution. The Provider will authorize County to perform a background check prior to contracting and then periodically thereafter.
- c. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

6. Safeguard of Client Information:

The use or disclosure by the Provider of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of County or Providers responsibility with respect to the Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

IN WITNESS WHEREOF, County have executed this Agreement as of the day and year first written below.

BECKER COUNTY

BY: _____ DATED: _____
Denise Warren
Health and Human Services Director

CLAY COUNTY

BY: _____ DATED: _____
Quinn Jaeger
Social Services Director

OTTER TAIL COUNTY

BY: _____ DATED: _____
Deb Sjostrom
Human Services Director

STEVENS COUNTY

BY: _____ DATED: _____
Liberty Sleiter
Health and Human Services Director

WESTERN PRAIRIE

BY: _____ DATED: _____
Stacy Hennen
Health and Human Services Director

WILKIN COUNTY

BY: _____ DATED: _____
Becky Tripp
Health and Human Services Director

Minnesota Department of Children, Youth, and Families

County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Children, Youth, and Families, Office of Inspector General ("STATE") and **Becker County Human Services**, an independent grantee, not an employee of the State of Minnesota, located at **712 Minnesota Avenue, Detroit Lakes, MN 56501** ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 142A.03, subdivisions 2(c) and 2(e)(6), 256.983, and 142E.02, subdivision 5, has authority to enter into contracts for the following services: maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE's FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

Pursuant to Minnesota 2023 Session Laws, Chapter 70, Article 12, Section 14, Subdivision 1, the Department of Children Youth and Families (DCYF) was established effective July 1, 2024. Any references to the Minnesota Department of Human Services or DHS in this contract and all related documents, including any attachments, appendices, and forms, should be construed as references to DCYF.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date. This CONTRACT is effective on **July 01, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2027**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the termination or expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

- a. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services and children, youth, and families programs administered by the COUNTY agency.
- b. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and COUNTY ordinances.
- c. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY attorney or the COUNTY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, sections 256.046 and 142E.51, subdivision 5.
- d. Use staff that qualify as investigators through the COUNTY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- e. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the COUNTY's approved CONTRACT attachments. COUNTY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- f. Allow COUNTY FPI staff to attend and participate in the development and presentation of STATE sponsored training and other FPI program related workgroups.
- g. Utilize the State's FPI Fraud Application System Environment (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- h. Maintain investigative case files as required by the FPI Guidelines. The COUNTY shall provide the STATE access to all FPI case files during the COUNTY'S regular business hours. The STATE will

regularly review the COUNTY'S FPI case files and evaluate the success of the COUNTY'S FPI program.

- i. Timely submit narrative, financial or statistical reports either as required in FPI Guidelines or as requested by the STATE.
- j. Ensure that eligibility workers make referrals to the COUNTY'S FPI staff when appropriate and cooperate with case action reporting requirements.
- k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the COUNTY's compliance with this obligation. Compliance will be a component of the STATE's evaluation of the COUNTY's FPI program.
- l. Annually provide training to COUNTY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.
- n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- q. REQUIRED COUNTY AGENCY DOCUMENTS. The COUNTY shall provide documentation of the following on the effective date in Clause 1.1 of this CONTRACT:
 - 1. COUNTY organizational chart showing its management structure and divisions, and the number and placement of COUNTY FPI staff within this structure.
 - 2. Position descriptions and personnel classification of funded COUNTY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
 - 3. Where applicable, contractual agreements between COUNTY agency and service providers of fraud prevention investigation services.
 - 4. A copy of the COUNTY's policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.
- r. COUNTY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.
 - 1. The COUNTY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI COUNTY staff or agents, and their related support staff where applicable, and only for legitimate COUNTY business or STATE business.
 - 2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users.

3. The COUNTY shall ensure that all COUNTY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The COUNTY shall maintain the original and send a copy to the STATE. All FASE Access Request forms must be sent to the STATE's FASE Administrator named in Clause 7.5. The COUNTY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.
4. If any COUNTY supervisor, manager, or executive, or COUNTY personnel responsible for monitoring access to state or COUNTY electronic databases, develops a reasonable suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the COUNTY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the COUNTY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the COUNTY's belief that improper or illegal access, disclosure or use has occurred. A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred.
5. The COUNTY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the COUNTY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the COUNTY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a COUNTY user or agent is responsible for an improper disclosure. The COUNTY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
6. Within one (1) business day following any COUNTY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE the COUNTY shall notify the STATE in writing of the details of that resolution.
7. The COUNTY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
 - i. A description of the data that was accessed or acquired;
 - ii. The names and number of individuals whose data was improperly accessed, disclosed or acquired;
 - iii. The name of each COUNTY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
 - iv. The final disposition of any disciplinary action taken against each COUNTY user in response, or if disciplinary action or action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Children,

Youth, and Families, Office of the Inspector General, Authorized Representative or successor.

9. The COUNTY agrees to assist the STATE in any investigation of a COUNTY's improper or illegal use of FASE.
 10. The COUNTY agrees to comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
 11. In the event of a data breach, the party responsible for the breach must promptly alert the other party and provide notifications of the breach to the impacted individuals. In addition to providing notification to the impacted individuals, in the event of a privacy incident, each party is responsible for performing mitigative and other remedial actions as required by law.
 12. The COUNTY agrees to indemnify STATE to the extent provided in clause 9, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from COUNTY staff data breaches that result from FASE use.
 13. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any COUNTY staff that misuses FASE.
- s. The STATE reserves the exclusive right to determine the action it will take against the COUNTY for any COUNTY user's or COUNTY agent's misuse of FASE access or any database or website that is accessed through FASE.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	For service period:
October 20, 2025	Prior quarter
January 20, 2026	Prior quarter
April 20, 2026	Prior quarter
July 20, 2026	Prior quarter
October 20, 2026	Prior quarter
January 20, 2027	Prior quarter
April 20, 2027	Prior quarter
July 20, 2027	Prior quarter

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules,

webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment A**, 2026-2027 Budget Justification Form, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in a format approved by the STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred ninety-five thousand, four hundred ninety-two dollars (\$195,492.00)**. In state fiscal year 2026, the COUNTY shall not invoice the STATE, and the STATE shall not pay the COUNTY more than **ninety-seven thousand, seven hundred forty-six dollars (\$97,746.00)**. In state fiscal year 2027, the COUNTY shall not invoice the STATE, and the STATE

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

shall not pay the COUNTY more than **ninety-seven thousand, seven hundred forty-six dollars (\$97,746.00)**.

- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **20 calendar days after the end of the quarter**. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

COUNTY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.

- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that COUNTY is a "contractor" and not a "subrecipient" pursuant to 2 C.F.R section 200.331.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may terminate the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's Authorized Representative for the purposes of administration of this CONTRACT is **Randall Keys** or successor. Phone and email: **(651) 539-8122 and randall.keys@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Denise Warren** or successor. Phone and email: **(218) 847-5628 ext. 5313 and Denise.Warren@co.becker.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Christy Ramsey** or successor. Phone and email: **(218) 847-5628 ext. 5329 and Christy.Ramsey@co.becker.mn.us**.

7.4 Project Manager. The State's Project Manager for this CONTRACT is **Michelle Dehn** or successor. Phone and email: **(651) 431-3980 and michelle.dehn@state.mn.us**.

7.5 FASE Administrator. The State's FASE Administrator for this CONTRACT is **Crystal Herman** or successor. Phone and email: **(651) 431-4569** and crystal.herman@state.mn.us.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

In the course of performance under this CONTRACT, STATE will provide "not public data" and "protected health information," as defined in and protected by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Health Information Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (HIPAA), to COUNTY. Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which the COUNTY and the Minnesota Department of Human Services (DHS) executed in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the COUNTY because it is performing a health oversight activity under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created

and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Office of Grants and Contracts

County

State Authorized Representative

2. COUNTY

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

FW: [EXTERNAL]Community Solutions Services Annual Invoice | AFC and FCC Licensing Service | 2025-2026

Denise M. Warren
To Denise M. Warren

ReplyReply AllForward

Fri 4/11/2025 1:14 PM

From: Michelle Tautges <Michelle.Tautges@sourcewell-mn.gov>
Sent: Monday, April 7, 2025 11:01 AM
To: Denise M. Warren <denise.warren@co.becker.mn.us>
Cc: Amy L. Hanson <amy.hanson@co.becker.mn.us>; Emma L. Wartman <emma.wartman@co.becker.mn.us>; Michelle Tautges <Michelle.Tautges@sourcewell-mn.gov>; Sara Peterson <Sara.Peterson@sourcewell-mn.gov>; Nichole Huebsch <Nichole.Huebsch@sourcewell-mn.gov>
Subject: [EXTERNAL]Community Solutions Services Annual Invoice | AFC and FCC Licensing Service | 2025-2026

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

Hello,

I am writing to provide you with the annual notification regarding the costs for Sourcewell services for Becker County for the year (2025-2026). To ensure full transparency, I am also including the cost for services in (2024-2025), so you can easily note the difference and understand the changes.

As you may know, there will be annual increases in the service cost. These adjustments are necessary to accommodate the rising cost of living and to ensure that we can continue to offer competitive performance-based enhancements. We believe these changes will help us maintain the high quality of service you have come to expect from Sourcewell.

Service Type	Current Cost –2025	Proposed Cost –2026
Family Child Care Licensing	\$60,087.76	\$61,890.35
Adult Foster Care Licensing	\$46,510.49	\$47,905.75
New Total for Next Year	\$106,598.25	\$109,796.10

We understand that counties are dealing with major budget cuts next year, and if you have any concerns with this proposed cost and would like to discuss it further, please do not hesitate to reach out. We are more than happy to find a convenient time to chat with you and address any concerns you may have.

Thank you for your continued partnership with Sourcewell. We truly value your support and look forward to working together in the coming year.

Take care,

Michelle Tautges | Director of Licensing Services

Office: 218-895-4120

Visit our website <https://www.mn.sourcewell.org/licensing/family-child-care> & <https://www.mn.sourcewell.org/licensing/adult-foster-care> – we designed it just for you!

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into, by and between the collaborative PARTNERS listed below, with the intent to establish a Tri-County and White Earth Nation Elder Abuse Multi-Disciplinary Team, hereinafter referred to as the "MDT", and pursuant to Minn. Stat. §626.5571 subd. 1 and White Earth Nation Elder Protection Code Chapter 1 - Section 1.04(3), both of which provide for the establishment of a multidisciplinary adult protection team. The MDT PARTNERS, listed below, are signing this agreement for the purpose of documenting the contribution each PARTNER has agreed to make in support of the purpose identified below.

1. PARTNERS

The PARTNERS in the MDT are as follows:

- Becker County Sheriff's Office
- Becker County Human Services
- Clearwater County Sheriff's Office
- Clearwater County Department of Human Services
- Dancing Sky Area Agency on Aging
- Ecumen – Detroit Lakes
- Essentia Health – St. Mary's Regional Health Center
- Lakes Crisis & Resource Center
- Legal Services of Northwest Minnesota
- Mahnomen County Attorney's Office
- Mahnomen County Human Services
- Mahube-Otwa Community Action Partnership
- Midwest Bank – Detroit Lakes
- White Earth Tribal Police Department
- White Earth Home Health Program

The above MDT PARTNERS anticipate adding additional members in the future in addition to inviting other agencies, or individuals, to participate as consultants on a case by case basis.

11. PURPOSE

The purpose of the Tri-County and White Earth Nation Elder Abuse MDT is to provide an array of coordinated services for elders who have been abused, neglected and/or financially exploited. Each of the agencies participating in the MDT has specific responsibilities for preventing, identifying, investigating, treating, and/or remediating abuse, neglect and/or financial exploitation among elder adults. The primary objective of the MDT is to assist each of the collaborative PARTNERS in meeting their responsibilities in a more effective and efficient manner through cooperation and collaboration. This will be achieved through interagency consultation and multi-agency team case conferences and result in the development of coordinated action plans.

The PARTNERS in the MDT shall support community efforts for the development and implementation of the multidisciplinary team process. The MDT will meet on a monthly basis for

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING

approximately 90 minutes. The specific monthly meeting day, time and location will be determined by the PARTNERS through a majority vote.

111. RESPONSIBILITIES OF PARTNERS

Each of the MDT PARTNERS agree to provide the following services to the Tri-County and White Earth Nation MDT and in accordance with Minn. Stat. §626.5571 subd. 2 and White Earth Nation Elder Protection Code Chapter 1 - Section 1.04(3):

- A. MDT members will collaborate to ensure the protection of the elderly and to ensure their best interest will be served;
- B. Reasonable efforts will be made by each member of the MDT to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers to which the elderly person is subjected, thus reducing the potential trauma to the elderly person;
- C. MDT members agree to maintain confidentiality of all records and information gathered on all elder abuse cases and preserve the privileged nature of those records and information;
- D. MDT members shall honor the confidentiality requirements of all other members of the MDT;
- E. Nothing contained in this MOU supersedes the statutes, rules, and regulations governing each MDT member's agency;
- F. Members of the MDT shall collect, maintain, and share data as necessary to assist in evaluating the effectiveness of the Team and in accordance with Minn. Stat. §626.5571 subd. 3 and White Earth Elder Protection Code Chapter 3 – Section 3.02;
- G. MDT members will attend scheduled meetings;
- H. MDT members who have a case to present to the group will provide all pertinent information to MDT members prior to the meeting;
- I. MDT members agree to follow-up on all assigned duties in the timeline agreed upon in the MDT meetings; and
- J. MDT members agree to embrace the multi-disciplinary team approach and to support the MDT process so the elderly receive the most effective and well-coordinated services available.

IV. CONFIDENTIALITY

The MDT PARTNERS agree to maintain all records in a confidential manner in accordance with all applicable laws and regulations as they may now exist or be hereafter amended.

Updated 02/2025

TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING

V. MODIFICATION

If one or more MDT PARTNERS wish to modify this agreement, that Partner or PARTNERS shall give thirty (30) day notice to all PARTNERS to this agreement. The PARTNERS will vote on the modification at the next scheduled meeting or affirm the modification in a manner acceptable to the MDT. Any modification to this agreement requires a majority vote.

VI. TERMINATION

Any MDT Partner may terminate their participation in the MDT, with or without cause. Notice will be deemed served on the date notice is received by all PARTNERS.

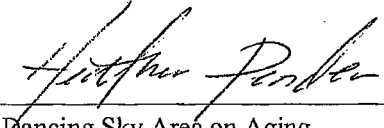
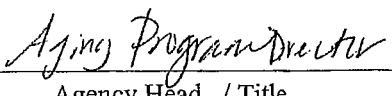
We, the undersigned, do hereby agree to the conditions set forth in this collaborative MOU.

Becker County Public Health	Agency Head / Title	Date
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Becker County Human Services	Agency Head / Title	Date
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Becker County Sheriff's Office	Agency Head / Title	Date
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Clearwater County Sheriff's Office	Agency Head / Title	Date
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		2/12/25
Dancing Sky Area on Aging	Agency Head / Title	Date

Legal Services of Northwest Minnesota	Agency Head / Title	Date
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Ecumen – Detroit Lakes	Agency Head / Title	Date
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Updated 02/2025


TRI-COUNTY (BECKER, CLEARWATER & MAHNOMEN) AND WHITE EARTH NATION
ELDER ABUSE MULTI-DISCIPLINARY TEAM (MDT)
MEMORANDUM OF UNDERSTANDING

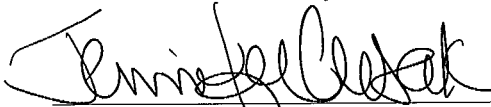
Essentia Health – St. Mary’s Regional Health Center	Agency Head / Title	Date
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Lakes Crisis & Resource Center	Agency Head / Title	Date
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Mahnomen County Attorney’s Office	Agency Head / Title	Date
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Mahnomen County Human Services Office	Agency Head / Title	Date
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	Executive Director	Feb 10,
Mahnobe-Otwa Community Action Partnership	Agency Head / Title	Date

 Jennifer Osk / CFO / COO		2/11/2025
Midwest Bank – Detroit Lakes	Agency Head / Title	Date

White Earth Tribal Police Department	Agency Head / Title	Date
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White Earth Home Health Division	Agency Head / Title	Date
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May 8, 2025

Carrie Smith, County Administrator
Becker County Administration Office
915 Lake Avenue, Detroit Lakes, MN 56501

County Commissioners:

Following a great deal of soul searching, I have decided to seek reappointment to The Board of Managers of the Pelican River Watershed District.

Due to the lengthy illness of my wife, I was not able to attend board meetings in person and my energies were focused on caring for her. Following her death in early May, I am prepared to resume my full duties on the board. I have over three decades of experience as a manager and past president of the board. There will be no lengthy period of instruction. During this period of change at the watershed, I can use my experience to maintain the watershed's mission to protect the waters of the district.

I have worked on virtually every major project of the Pelican River Watershed District. I helped secure the many landowner easements necessary for the completion of the Rice Lake Project. I would like to be a part of completing phase two of that project this year. From my first year on the board of managers, I have advocated conservation practices on Campbell Creek. I helped secure funding for the many agricultural conservation initiatives already completed and I want to be a part of the work on the main stem of the creek, which will begin next year. I worked on the first storm water projects with the city of Detroit Lakes to protect Big and Little Detroit Lake. When the flowering rush crisis threatened the Pelican River chain of lakes, the watershed district spearheaded scientific research to save our lakes. The watershed district works with many entities. I have experience with these agencies and can maintain an atmosphere of cooperation.

Obviously, I know watershed operations from a manager's perspective, but my greatest qualification is a demonstrated commitment to the mission of the district to maintain and enhance the water resources of The Pelican River Watershed District.

Sincerely,

Dennis Kral

Hello,

Scott D. Busker is a Registered Civil Engineer. Scott's passion for engineering has allowed him to be very successful as an entrepreneur and real estate developer. He possesses a unique skillset for developing land and building projects that are highly regarded. Scott has successfully developed several building projects in Minnesota, Colorado, and Montana. Over the years, he has developed a large multi-family housing project and several subdivisions in Detroit Lakes, Minnesota.

As a resident of Detroit Lakes, MN, Scott enjoys strong working relationships and trust with local city and county officials. Most of his local developments have been within the PRWD, providing him with in-depth familiarity with their permitting processes and requirements. Scott has a sincere interest in protecting our waters, recognizing its vital importance to both the environment and the local economy.

Scott also holds an ownership interest in PRO Resources in Detroit Lakes, MN, where he serves as Chief Business Development Officer. He brings over ten years of executive leadership and business development experience to PRO Resources. His entrepreneurial skills have significantly enhanced growth and efficiencies for both PRO Resources and its clients.

While Scott enjoys traveling with his family, often piloting his own airplane, and pursuing his passions for hunting pheasants, deer, and elk in the fall, he finds true fulfillment in his philanthropic endeavors. He has actively driven and supported numerous community projects, notably his contributions to Project 412 and his instrumental role in transforming the Boys and Girls Club Thrift Store in Detroit Lakes into a successful business that sustains the Boys and Girls Club of Detroit Lakes.

Scott is married with three children and resides in the Detroit Lakes area. He earned his Bachelor's Degree in Civil Engineering from North Dakota State University.

As a dedicated member of the Detroit Lakes community, Scott understands the importance of clean and healthy waters for our residents and our economy. He is enthusiastic about the opportunity to serve on the PRWD and contribute to the protection of our valuable resources.

Thank you for your consideration of my application for the PRWD appointment.

Sincerely,

Scott D. Busker

I would like to be considered for the current vacancies on the Pelican River Watershed District. I have worked with WSD's across the state of Minnesota in various capacities since 1979. I have always enjoyed working with watershed districts and have often thought that I could use my experience and be a good watershed district board member.

I was/am a professional hydrologist. I attended the U of M, received a BS in Forestry 1976 and a MS in Water Resources Management in 1979. While working on my Bachelor's Degree I was a student worker at the MN Department of Natural Resources in the Division of Waters. This experience got me hooked on water resource management. While attending graduate school I worked as a Research Scientist for three years on a project characterizing water quality in watershed dominated by peatlands. I was responsible for collecting and analyzing water quality and quantity information from numerous watersheds mainly in Northeast Minnesota. This project was led by Dr. Ken Brooks University of Minnesota and Jack Clausen one of Ken's Doctorate students. Ken was my advisor in Graduate School as well.

In 1979 I was hired to be an Area Hydrologist for MN DNR and was stationed in Marshall, MN. The position included working with the five watershed districts that feed the Minnesota River in Southwest Minnesota on everything from water retention projects to quantity projects and drainage management. I was also responsible for the DNR's Shoreland Management Program working with County Zoning authorities and DNR permit programs for doing work in public waters.

In September 1991 I was hired by the Minnesota Pollution Control Agency (MPCA) to be the Regional Director of the Detroit Lakes office. My duties included overseeing the field operations of MPCA in NW Minnesota (27 counties) with a staff of 3 supervisors, and 40+ staff. I was paired with a program manager in St. Paul to lead the agency's non-point, clean water programs statewide. We administered clean water partnership grants to local units of government including cities, counties, and watershed districts. These grants were used to improve water quality in lakes and rivers.

About in 1998 the MPCA put together the framework for monitoring, accessing, and prioritizing water quality improvement work by major river basins. The Red River Basin was the first basin to complete a master plan. This work was led by the Detroit Lakes Regional Office but was accomplished by the numerous entities that had worked for a long time on water quality in the basin. These groups included lake associations, watershed districts, county SWCD's, county zoning; plus MNDNR, MDH, MN Dept. of Ag., and federal agencies including USGS, COE, USFWS and Natural Weather bureau. In 2002, I was nominated by the MPCA and was selected by the Governor's office, as one of the five managers, from the pool of 700 managers across all state agencies, for a State Leadership Award. My specific

award was for building partnerships working toward resolving statewide issues (water quality).

Because the Red River is an international water there is an organization called the International Joint Commission that is responsible for administering a long-standing water quality and quantity treaty between Canada and the US. The U.S. State Department leads this effort on the U.S. side. North Dakota and Minnesota each had two governor appointees, one water quantity and one water quality. I represented the State of Minnesota for the water quality position on the IJC International Joint Commission for the Red River.

In June 2003 I took a position in St. Paul managing two statewide clean up programs, Petroleum Remediation and Closed Landfills. Petroleum had about 1000 active fuel contamination sites worked on annually, funded from a portion of the gas tax and closed landfill had 112 previously permitted landfills that were given the option of closing and the MPCA assumed clean up and management of the sites. Becker County landfill was one of these. Ground contamination was the number one issue at many of the sites. December 2012, I retired from the MPCA with 40 years of state service. Our three grown children had all settled in Detroit Lakes, so we moved back. In March 2013 I was hired as the Executive Director of the Red River Basin Board. This was an organization I helped form in its current configuration in 1997 when I worked for MPCA. The 44-member board has representations from all levels of government and works to advance water issues between Manitoba, North Dakota and Minnesota.

In 2017 I retired for the second time. I have had over 44 years of water management experience. I have always admired the Pelican River Watershed Districts focusing on water quality improvements within the lakes and watershed within the district. It is somewhat unique in its primary focus. I feel that I could bring much experience to the district. I have always worked collaboratively with the many groups in this water arena. I am familiar with many programs and have maintained many friendships as well as working relationships with many of the groups that the watershed district interacts with. I have always tried to balanced my scientific background with a good amount of common sense. All the work I accomplished was done so with collaboration from many others as is most work in the water arena. Please consider my application for a position on the Board of Managers for the Pelican River Watershed District. I would be happy to answer any questions you or the Becker County Board of Commissioners may have.

Jeff Lewis

Hello, my name is John Skarie and I am applying for a position on the Pelican Lake Watershed Board.

I am a graduate of DLHS 1988. I received my BS in Aquatic Biology with a minor in terrestrial ecology in 1993 at Bemidji State University. I worked as a paid fisheries employee and well as a volunteer for MNDNR. Later I returned to Detroit Lakes to work on the family farm and am currently owner operator of Lakeview Greenhouses. Around 2000 I became a certified wetland delineator and worked for Meadowland Surveying for about 10 years, delineating in Becker and Ottertail Counties.,

I have years of experience being involved on boards of various kinds. I am currently and have been a Township Supervisor in Detroit Township for 10 years. I served on the planning and zoning committee, was on the Manna Food Coop board and am the current president of the Lakes Area Farmers Market. I was a volunteer firefighter for the Callaway Fire Department for 7 years.

I know the Pelican River Watershed well, and have witnessed the changes that have happened over the past decades.

I feel my training, expertise and unique knowledge of this area make me a good candidate.

I work well with others, am respectful and want what is best for our community.

Thank you for your consideration.

John Skarie

Richard T Lee

I would like to be considered for the PRWSD Board.

I have been around the Lake area my entire life, my Parents had a cabin on Big Cormorant Lake where we spent our summers. I started coming to Detroit Lakes in the late 70's. We stayed at the Holiday Inn for approximately 9 years and then rented North Shore Cabins from John and Denise Peters for another 6 or 7 years.

I worked at the Northern Grain Company for 30 years (1975-2005). During that time, I held many different positions from general laborer, machine operator, agronomy sales, sales manager and ending as President and a 20% owner. We sold the Company in 2005. I have agronomy, record keeping and management experience.

I was an Ag Salesman at Butler Machinery in Fargo from July 2007 until I retired in June of 2023.

I want to make sure our lakes and natural resources remain safe, clean, protected and can be enjoyed by everyone -- our kids, our grandkids and all future generations.

Thank You Richard Lee

Raymond Reading

Seeking a position to serve on the Pelican River Watershed District board

WORK EXPERIENCE

RCH Custom Homes, Detroit Lakes — Owner

2010- PRESENT

RCH Home & Design, Detroit Lakes — Owner

2010- PRESENT

Counselor Realty, Detroit Lakes — Owner/Broker Associate

2005 - PRESENT

Agassiz Land Management, Detroit Lakes Owner/President

2002 - PRESENT

Land Development and Construction Stormwater Manager, Certified Erosion Control Specialist and Installer, Certified Stormwater Pollution Prevention Planner (SWPPP), Certified Construction Site Manager and Record Keeper, Certified Professional in Erosion and Sediment Control

USDA/Natural Resources Conservation Services (NRCS), District Conservationist/Glacial Ridge Project Manager

1995 - 2002

Becker, Marshall, East Polk, West Polk & Norman Counties
Worked with the Watershed Districts for each County I managed.
Implemented and Managed different Federal Conservation Programs.
Started and Managed the Largest Grassland and Wetland Restoration Project in the United States (Glacial Ridge)

The Nature Conservancy, Glyndon— Preserve Management Assistant

1994

Monitored Threatened and Endangered Species, assisted with the management of TNC's preserves. Implemented Prairie Management Techniques

Boards I Served On

Lakes Region Home
Builders Association

Minnesota Prairie
Chicken Society

Food Agriculture
Committee (FAC)

Boards I have Worked with and reported to

Soil and Water
Conservation District
Boards – Becker,
Marshall, West Polk, East
Polk, Norman County

Watershed Districts –
Pelican River, Snake
River, Red Lake, Wild
Rice, Sand Hill River

Awards

Conservationist of the
Year by THE NATURE
CONSERVANCY

Letter Of
Commendation - NRCS

Performance Bonus
Award - NRCS

Incentive Award WRP
Program - NRCS

EDUCATION

University of Minnesota Crookston — *B.S., Natural Resource Management*

1994

PROFESSIONAL TRAINING

Conservation Planning, Nutrient Management Water Erosion Equation
Wind Erosion Equation, Conservation Application,

Crop Residue Management, Grassed Waterway Design Level 1 & 2

Land Use Planning, Integrated Resource Management

Surveying 1, Supervision and Leadership

Civil Rights Compliance, Waterway Training

Wetland Restoration/Development/Enhance

Wetland Plant ID, Supervising for Excellence

Managing For Excellence, Soil Bioengineering

Water Quality Training, Wetland Delineation

Hydrology Engineering Field, Hydrology Minnesota

Hydrology Techniques for Est, Streambank Protection Design

Water & Sediment Control Basins, Fluvial Geomorphology

SM-1 Engineering Soil Classification, Stormwater Management Installer

Stormwater Construction Site Management,

Design of Construction SWPPP

Certified Professional in Erosion and Sediment Control

Current Licenses

Best Management erosion control Installer

Erosion Control Site Management

Storm Water Pollution Prevention Plan (SWPPP) Designer

Licensed General Contractor

Licensed Realtor Assoc/Broker

BECKER COUNTY BOARD OF COMMISSIONERS MEETING 5/20/2025

BECKER COUNTY AUDITOR TREASURER

New Off-Sale Liquor License

1. La Bella Restaurant LLC dba Sauce'd at Swanies – James Herrman, owner – Cormorant Township.

PUBLIC HEARING AT 9:00 A.M. PER MS 340A.405. THIS MEETING IS FOR APPROVAL OF THE NEW OFF-SALE LICENSE.

- a. THIS NOTICE WAS PUBLISHED IN THE LOCAL NEWSPAPERS FOR 2 CONSECUTIVE WEEKS.
IN ADDITION, LETTERS WERE SENT TO BUSINESSES WITHIN A 3 MILE RADIUS.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-25-2D

Proposed State DNR Land Acquisition

WHEREAS, In accordance with Minnesota Statutes 89.021, the Commissioner of the Department of Natural Resources on May 20, 2025, provided the Becker County Board with a description of lands to be acquired by the State of Minnesota for State Forest purposes, as described in Exhibit A; and

WHEREAS, the Department of Natural Resources utilizes funding that requires County Board approval for Reinvest in Minnesota (RIM).

EXHIBIT A – see below

Minnesota Heritage Forest ACQ0161298 Lands of approximately 200 acres legally described as follows, see EXHIBIT A.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the State's proposed acquisition of the above described land is approved.

Duly adopted this 20th day of May, 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith

Carrie Smith
County Administrator

/s/ David Meyer

David 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 May 20, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

Exhibit A
DRAFT – LAND DESCRIPTION
Natural Heritage Forest
Acquisition 161298
The Conservation Fund to MN DNR
Becker County

Government Lot 2 (NW $\frac{1}{4}$ of NE $\frac{1}{4}$); the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$); and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), ALL IN Section 2, Township 141, Range 36, Becker County, Minnesota.

AND

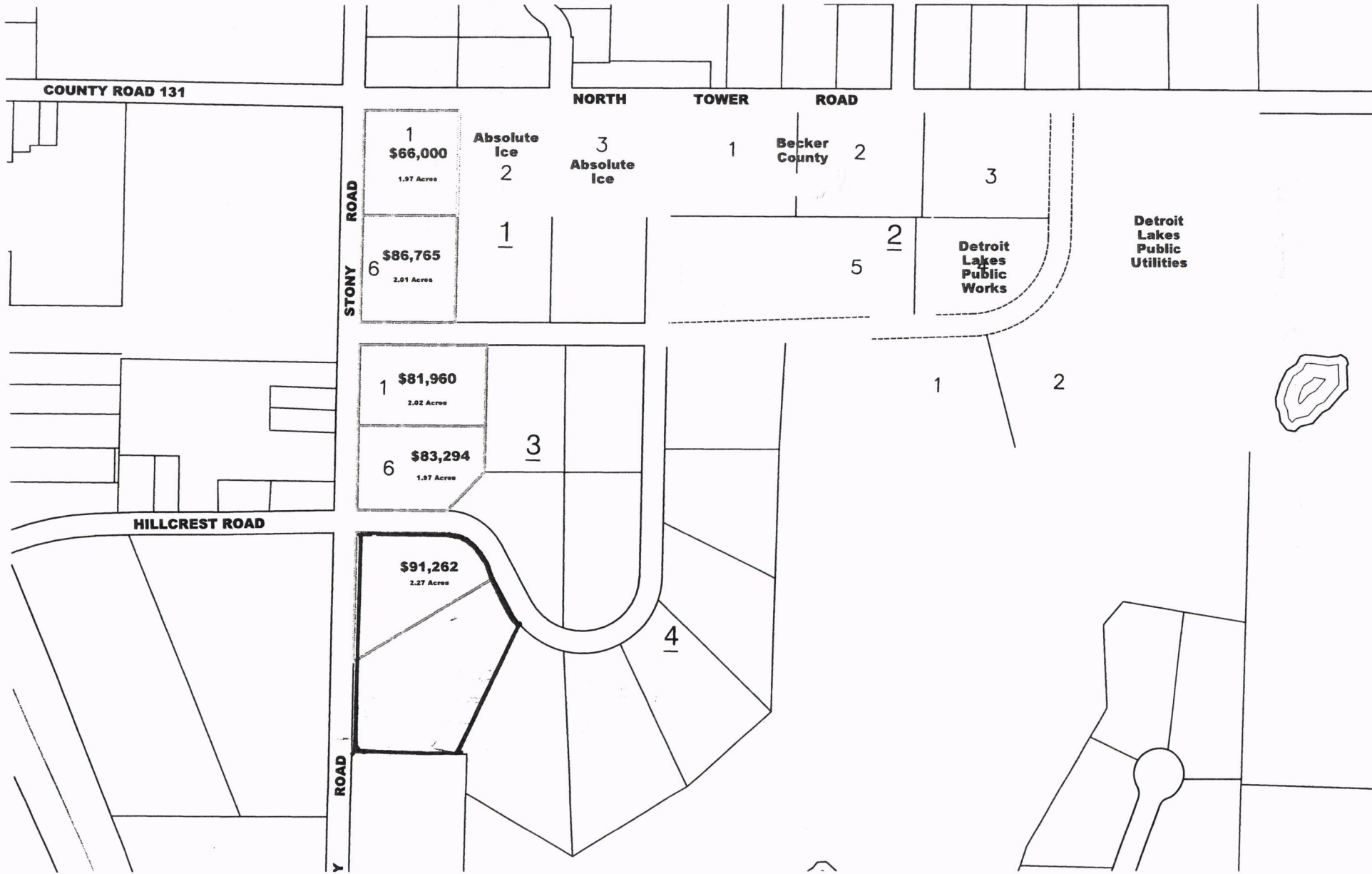
The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$), Section 27, Township 141, Range 36, Becker County, Minnesota, EXCEPT that part described as follows: Commencing at the Southeast corner of said Southeast Quarter of the Southeast Quarter, which is also the point of beginning of the parcel to be described; thence North, assumed bearing, along the East line of said Southeast Quarter of the Southeast Quarter, a distance of 264.00 feet; thence Westerly and parallel to the South line of said Southeast Quarter of the Southeast Quarter a distance of 330.00 feet; thence South a distance of 264.00 feet to the South line of said Southeast Quarter of the Southeast Quarter; thence Easterly, along the South line of said Southeast Quarter of the Southeast Quarter, a distance of 330.00 feet to the point of beginning.

AND

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$), Section 35, Township 142, Range 36, Becker County, Minnesota.

This is a preliminary version of the legal description. This description is intended to generally describe the property in the proposed transaction. However, the final legal description is subject to change for reasons including but not limited to correcting errors, ensuring accuracy, and/or after property surveying.

Prepared by:
D. A. Drusch
MN DNR Lands & Minerals
10-9-2023





REQUEST FOR PROPOSALS

THE CITY OF DETROIT LAKES IS SEEKING
LEASING PROPOSALS FOR THE PUBLIC
WORKS WAREHOUSE, LOCATED AT 508
FRONT STREET

1. INTRODUCTION

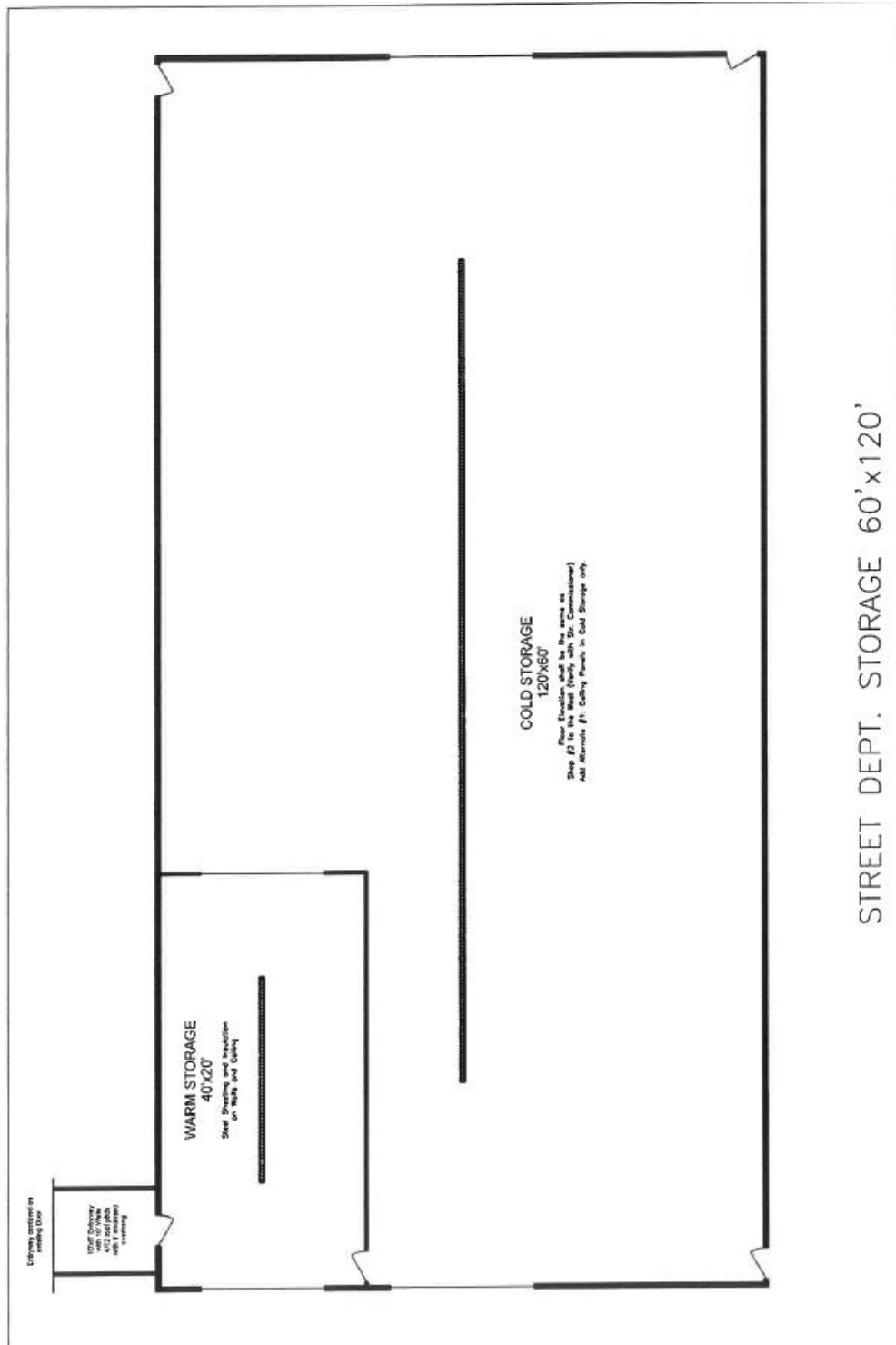
The City of Detroit Lakes is interested in receiving proposals to lease warehouse space located at 508 Front Street. Interested entities must submit their proposal by 2:00 pm on Wednesday, June 4, 2025.

2. LOCATION AND SIZE

The property is located at 508 Front Street:



Approximately 7,200 square feet are available for lease. The building includes a smaller storage area that is 40' x 20' that is included within the overall 120' x 60' warehouse; all of which is available for lease:



The building will be available for possession on June 17, 2025.

3. LEASE TERMS AND CONDITIONS

- The City is seeking a minimum one-year agreement.
- Tenant will pay for services and utilities for the leased space, including but not limited to electricity, natural gas, water and sewer, garbage, telephone, and cable/internet service.
- The property is currently tax exempt, but a lease of the property may subject the property to taxation. Tenant will be responsible for any taxes levied on this lease, the premises, or personal property.
- Tenant is responsible for any cost and expense for modifications, alterations, or improvements desired by Tenant.
- City will maintain and repair the building envelope, including the roof, structure, exterior walls, foundations, and parking areas.
- Tenant will not sublet any portion of the premises without prior consent of the City.
- Tenant shall commit no act of waste and shall take good care of the premises and fixtures therein. Tenant shall, at their own expense, keep and maintain the property in a neat, clean, and respectable condition, properly remove all garbage and waste material, and perform such other cleaning and janitorial services as necessary.
- Tenant will need to provide adequate personal property damage, liability and workers compensation insurance during the term of the lease. City will maintain property damage insurance on the building.

4. DESIRED OUTCOMES

In seeking proposals for leasing the building, the City seeks the following desired outcomes:

- The proposed use conforms as a permitted use in a “Light Industrial District” (I-1) zoning district.
- The proposed use complies with all City ordinances. In addition, the following uses are prohibited: any residential uses, a tobacco/smoke/cannabis shop, and a cannabis cultivation facility. Furthermore, the property shall not be maintained as a nuisance, or as an obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, or vibration.

5. CONTENT OF PROPOSAL

Proposals will be received until 2:00 P.M. on June 4, 2025, to:
Kelcey Klemm, City Administrator
1025 Roosevelt Ave.
Detroit Lakes, MN 56501
kklemm@cityofdetroitlakes.com

A hard copy of the proposal may be submitted to the address listed above OR an electronic file may be submitted to the email listed above. A request for a tour or

questions regarding the proposal shall be directed to Kelcey Klemm by phone at 218-847-5658 or via e-mail.

The submission shall include the following:

- a. Cover letter and introduction including the name of the entity, address, and the name and contact information of the person(s) authorized to represent the entity regarding all matters related to the proposal.
- b. Information about the entity and the intended use of the property.
- c. Proposed lease payment to the City on a per month basis. (Please note that all utilities and taxes, plus insurance will be paid by Tenant as previously outlined).
- d. Proposed lease term (minimum of one-year agreement).
- e. Other pertinent information

6. METHOD OF SELECTION

City Staff will review all proposals submitted and shall determine what additional information is necessary to provide a recommendation to the City Council. The City Council shall make the final selection of the preferred proposal. The final lease award will be conditioned upon the execution of a lease agreement agreeable to all parties. If selected by the City, the proposer will be required to execute a lease agreement with the City within one (1) month of notification, or at a later date if mutually agreed upon by the City and the proposer. The City reserves the right to negotiate and further refine the lease terms and lease payments.

The City Council reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, to disregard all non-conforming, non-responsive or conditional proposals, to request additional information from a proposer, or to expand the period for submitting proposals.

7. OTHER

Proposer understands and acknowledges that the proposal is subject to the Minnesota Governmental Data Practices Act. Proposals are private or non-public until they are opened by the City. Once the proposals are opened, the name of the proposer becomes public. All other data in a proposal is private or non-public until the completion date of the evaluation process. After the City has completed the evaluation process, all remaining data submitted by all proposers are public with the exception of trade secret data as defined and classified in Minnesota Statutes 13.37. Data will at all times be governed by Minnesota Governmental Data Practices Act. Minnesota Statutes Chapter 13. Proposer agrees to maintain all data obtained from the City consistent with the

requirements of the Data Practices Act. Proposer agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the proposer's failure to comply with the requirements of the Data Practices Act.

Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any individual or company for any costs incurred in preparing or submitting proposals, providing additional information when requested by the City or for participating in any meetings or interviews.



MN DOC - BECKER COUNTY Pretrial Supervision Program

- 6 Month Data Report -



PRETRIAL SUPERVISION DATA BECKER COUNTY

DATA COLLECTION INPUTS

Type of Offense

Start / End Date on PTS

MNPAT Required (Y/N) and MNPAT Risk Score

County of Residence

Successful / Unsuccessful on PTS

Absconded from PTS

Entered Programming during PTS

Violation Incurred while on PTS

Total Days on PTS (combined)

Dollars Saved for Becker County (approx.)



PRETRIAL SUPERVISION DATA

BECKER COUNTY

CLIENTS SERVED

Total Clients: 25

Total Number of Cases: 32

Male Clients: 20

Female Clients: 5

Becker County Clients: 17

Other County Clients: 7

Homeless Client(s): 1



PRETRIAL SUPERVISION DATA

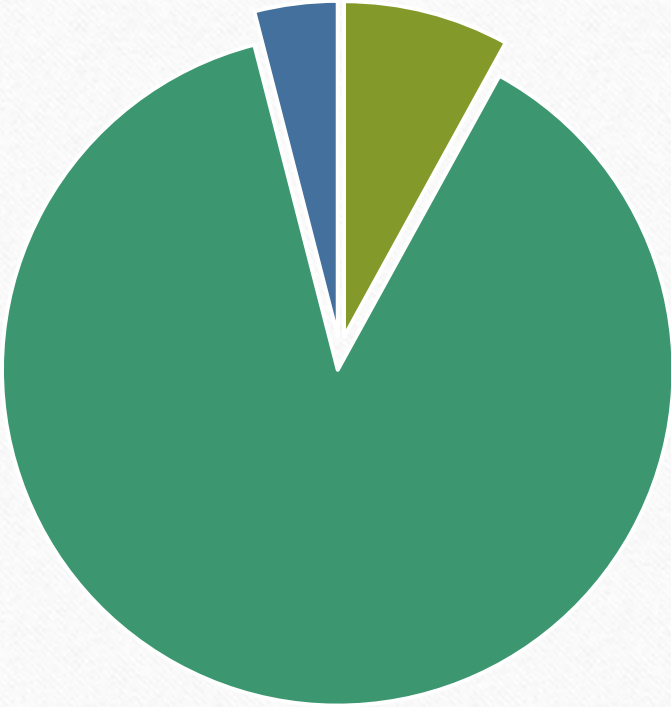
BECKER COUNTY

PROGRAM STATUS AND OUTCOMES

Successfully Completed PTS: 2

Continuing as Successful: 22

Unsuccessful Termination: 1



■ Successful ■ Continuing Successful ■ Unsuccessful Termination



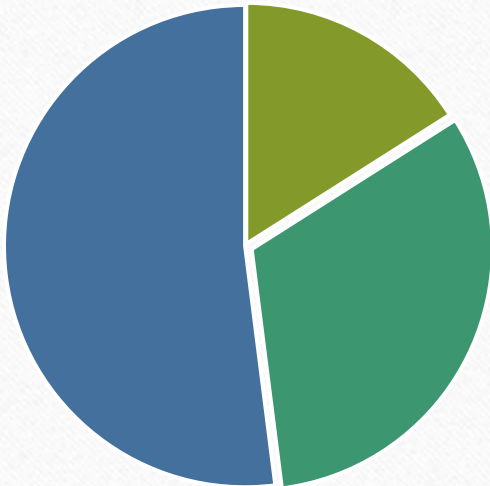
PRETRIAL SUPERVISION DATA

BECKER COUNTY

RISK LEVELS AND ELIGIBILITY

High Risk:	4
Medium Risk:	8
Low Risk:	13
MNPAT Eligible:	16
Not MNPAT Eligible:	9

RISK LEVEL



■ High ■ Medium ■ Low

MNPAT Eligible



■ Yes ■ No

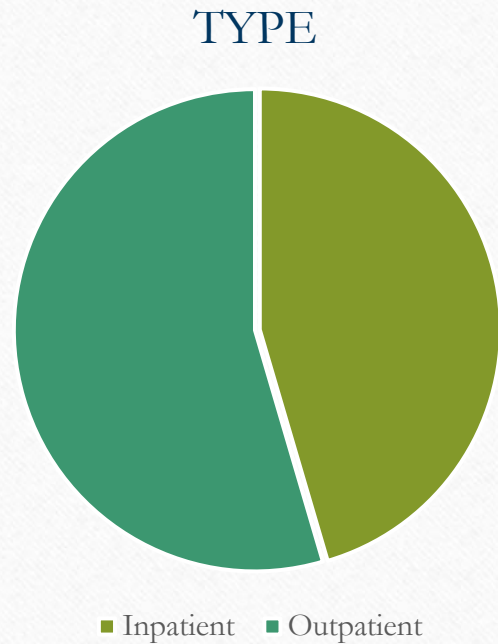
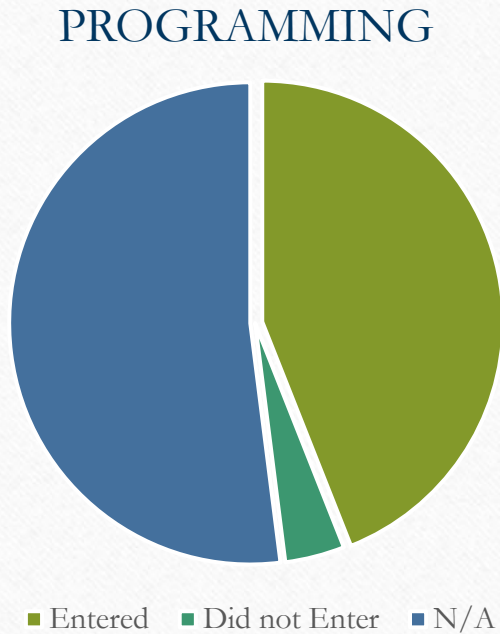


PRETRIAL SUPERVISION DATA

BECKER COUNTY

PROGRAMMING

Entered Programming	11
Did not Enter Programming	1
<u>Programming (Not Applicable)</u>	<u>13</u>
Inpatient Chem. Dep. Txmt	5
<u>Outpatient Chem. Dep. Txmt</u>	<u>6</u>



PRETRIAL SUPERVISION DATA BECKER COUNTY

SUPERVISION TIME & POTENTIAL COST SAVINGS

6 Months of PTS:

- 25 Clients
- Combined Total of 2,015 Days on PTS
- Per Diem Rate @ \$60/Day



PRETRIAL SUPERVISION DATA BECKER COUNTY

CLOSING AND NEXT STEPS

In summary, the MN DOC - Becker County Pretrial Supervision Program is showing early signs of success:

- **Keeping individuals in the community**
Individuals remain in the community and engaged in proactive, rehabilitative services vs jail time.
- **Monitoring compliance**
- **Reduction in Failure to Appear (FTA)**
- **Reduction of unnecessary jail stays**
- **Realizing meaningful cost savings**
- **Supporting safety with early access to treatment before sentencing**

Next Steps



Launch

**6-Month
Review**

**1 Year
Review**

**2 Year
Review**



SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is effective April 1, 2025,

BETWEEN: Law Enforcement Labor Services Local #391 (“Union”) represents the Deputies in the Sheriff’s Department in Becker County (“Employer”)

WHEREAS, the Law Enforcement Labor Services Local #391 (“Union”) represents the Deputies in the Sheriff’s Department in Becker County (“Employer”); and

WHEREAS, the Union and the Employer desire to clarify language in the contract that states: During the term of this agreement the position of deputy will be maintained in the 5th position of the comparable counties used within the market study by DDA. DDA will evaluate the comparables and a market adjustment will be implemented January 1st of each year in increments of .25% for the duration of the contract.; and

WHEREAS, the Union and the Employer have reached an understanding of the language in Article 23.1, pursuant to this Memorandum of Understanding;

NOW, THEREFORE, the Parties agree as follows:

1. Understanding the former practice of “Deputies” being all inclusive of the Law Enforcement Labor Services Local #391 collective bargaining unit. Both parties agree the positions of Bailiff, Deputy, Deputy Investigator, and Deputy/Emergency Manager will be maintained independently in the 5th position of the comparable counties used within the market study by DDA. DDA will evaluate the comparables and a market adjustment will be implemented January 1st of each year in increments of .25% for the duration of the contract.
2. To settle the grievance the County agrees to pay a one-time lump sum payment of .25% of the base pay rate for the base annualized hours for the positions of Deputy Investigator, Deputy/Emergency Manager, and Bailiff.

DEPUTY INVESTIGATOR CODY BOUCHIE, UNION STEWARD

DATE

DAVID MEYER, BOARD CHAIR

DATE

DEPUTY INVESTIGATOR JASON KLAUHN, UNION STEWARD

DATE

CARRIE SMITH, COUNTY ADMINISTRATOR

DATE

KEITH TERLINDEN, UNION BUSINESS AGENT

DATE

BECKER COUNTY EMPLOYEE BENEFITS COMMITTEE BYLAWS

Adopted 06/07/2022; Revised 05/20/2025

ARTICLE 1. NAME

The name of this Committee shall be the **Becker County Employee Benefits Committee** (BCEBC).

ARTICLE 2. AUTHORIZATION

The **Becker County Employee Benefits Committee** is authorized by the Becker County Board of Commissioners. The creation of this committee is a managerial right exercised by the Board of Commissioners, and bylaws shall be modified through County Board resolution.

ARTICLE 3. PURPOSE

The purpose of the **Becker County Employee Benefits Committee** is to be a nonvoting, advisory committee that reviews County data, benchmarking analysis, and process implementation developed by the ~~County Administrator~~HR Department concerning the following employee benefits:

- Medical Insurance
- Dental Insurance
- Life Insurance
- Vision Insurance
- Long-Term Disability Insurance
- Voluntary Insurance Benefits
- Cafeteria Plan / Flexible Benefits Plan
- Other topics as recommended by the County Board of Commissioners

The BCEBC participates in providing input to the ~~County Administrator~~HR Department in developing innovative strategies in seeking the most effective, affordable, and comprehensive benefits package which is economically achievable for the County to provide to employees. The ~~County Administrator~~HR Department maintains the right to provide additional input, clarification, or proposals to the Board. The diverse employee representatives on the BCEBC will be able to express the benefit needs and share the committee activities with other County employees.

ARTICLE 4. MEMBERSHIP

One representative, one alternate will be selected for two years by each collective bargaining units:

- Teamsters 320 Courthouse
- Teamsters 320 Human Services
- Teamsters 320 Sheriff Clerical
- LELS-Jail/Dispatch
- LELS-Sheriff Deputies
- ~~LELS-Sheriff Supervisors~~
- LELS-Essential Administrators
- AFSCME-Highway
- ~~Teamsters 320~~ Human Services Supervisors Association

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The following individuals will be selected by the County Board of Commissioners:

- 3 County Department Heads / Supervisors
- 2 County Commissioners
- 2 nonsupervisory non-bargaining unit employee The Committee will consist of selected members that are motivated in participating in County employee benefits. The main criteria for appointment to the committee will be individuals who can consistently participate in the meetings and be an informational resource.

Bargaining units may appoint or reappoint members to the Committee, at their discretion, at the end of each term if the appointee is willing to serve, a member may be reappointed to any number of successive 2-year terms. Represented units must designate one alternate member to the BCEBC. A member may have one (1) designated alternate at any given time. The designated alternate may provide input, if applicable, in any committee action in the absence of the main appointee. It shall be the responsibility of the appointee to inform the alternate of committee information.

ARTICLE 5. FACILITATOR

The ~~County Administrator~~HR Department will facilitate the meetings and perform such other duties as pertain to the function of Facilitator including strategic planning, benchmarking analysis, data development and presentation. The ~~County Administrator~~HR Department will serve as the liaison between the BCEBC and the County Board.

The ~~County Administrator~~HR Department shall delegate an employee to perform the necessary administrative duties for the Committee. Duties will include but will not be limited to the following: sending timely notice of meetings to the affected members; recording, transcribing, and maintaining a permanent file of the minutes of the Committee meetings; receipt, preparation, and transmittal of incoming and outgoing correspondence of the Committee and maintain a permanent file of such correspondence; performing such duties as may be requested by the ~~County Administrator~~HR Department.

ARTICLE 6. MEETINGS

The Committee will typically meet quarterly. Regular meeting dates shall be established through email outlook invite. Alternate meeting dates and additional meetings may be called by the ~~County Administrator~~HR Department. Requests for special BCEBC meetings may be brought by the ~~County Administrator~~HR Department. Meetings will be conducted during normal County business hours.

ARTICLE 7. BASIC NORMS OF BEHAVIOR

The BCEBC will allow all viewpoints of Committee members to be expressed.

Bargaining units will communicate with the people they represent on data that has been received and will document needs / issues within their bargaining unit and communicate those needs / issues back to the BCEBC.

Participants will be friendly and respectful to one another and will be open-minded in exploring a variety of options.

Representatives will contact the ~~County Administrator~~HR Department if they will be absent and will communicate on the status of their alternate to attend.

ARTICLE 8. MANAGEMENT RIGHTS

The Board of Commissioners reserves all management rights to select employee benefit plans and vendors, and to consider, modify or reject recommendations of the BCEBC. Nothing in the creation of ~~this creation of~~ the BCEBC or the consideration of any of its proposals shall be considered a modification of the Board's inherent managerial rights.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-25-2E

Dunton Locks County Park VFW Shelter Donations

WHEREAS, Organizations and affiliations donated \$3,000 in funds to do some shelter renovations to the VFW shelter located at Dunton Locks County Park.

- Lakes Region Veterans Color Guard - \$1,500
- Lakes Melissa and Sallie Foundation - \$1,500

WHEREAS, the donations are intended to be used to preserve, renovate, or upgrade the VFW Shelter at Dunton Locks Park from its current state.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve the donations for the stated use effective May 20th, 2025.

Duly adopted this 20th day of May 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David 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 May 20th, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-25-2F

Dunton Locks County Park Picnic Table Donations

WHEREAS, Organizations and affiliations donated \$6,250 in funds to contribute to the purchasing of new picnic tables for the new shelter at Dunton Locks County Park.

- Detroit Lakes Rotary Breakfast Club- \$1,500
- Detroit Lakes Lions Club- \$1,000
- Detroit Lakes Area Community Foundation- \$3,000
- Rotary International- \$750

WHEREAS, the donations are intended to contribute to the purchase of new picnic tables for the new shelter at Dunton Locks County Park.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve the donations for the stated use effective May 20th, 2025.

Duly adopted this 20th day of May 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David 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 May 20th, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator



BECKER COUNTY

Land Use Department

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

MEMORANDUM FOR ACTION

Date: May 19, 2025

SUBJECT: Pay scale for the Seasonal Tram Operator at Dunton Locks County Park.

THROUGH: Finance Committee

TO: Becker County Commission

1. **Reference:** Weekend pay.
2. **Discussion:** The Full Time Seasonal Temporary Workers were budgeted at a pay scale of \$20/hour with an added \$1/hour for working on weekends. Due to the difficulty of tracking the hours worked on weekends and finding people to work on weekends at the Dunton Locks County Park to operate the boat tram, it is recommended to increase the pay for this position to \$21/hour.
3. **Funding:** Fund 15 (Parks & Recreation).
4. **Requested Action:** approval of Resolution 05-25-2G
5. The point of contact for this memorandum is Steve.Skoog@co.becker.mn.us or by phone at 846-7310.

Distribution: County Commissioners
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 05-25-2G

Seasonal Tram Operator

WHEREAS, there is a need to hire a Becker County Parks and Recreation Department Seasonal Worker to operate the Boat Tram at the Dunton Locks County Park on weekends and holidays.

WHEREAS, this was budgeted for 520 hours at \$20.00 per hour for part time staff in 2025; and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve the Seasonal Parks and Recreation Support Staff position to operate the Dunton Locks Boat Tram for 2025 at \$21.00 per hour.

Duly adopted this 20th day of May 2025, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ David Meyer
David 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 May 20th, 2025, as recorded in the record of proceedings.

Carrie Smith
County Administrator

J.D. POWER

2012 Yamaha YFM5FGPHB Grizzly Hunter (Electronic Power Steering) Values

Pricing & Values

View Options Info & Definitions

Suggested List Price (MSRP) ⓘ		\$9,149
Base Price		\$3,380
Options		+\$600
Low Retail Value ⓘ		\$3,980
Base Price		\$4,445
Options		+\$740
Average Retail Value ⓘ		\$5,185



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0:02 / 0:15

Accept Cookies

Status: Quote
Invoice Date:
Print Date: 4/30/2025

Okeson Offtrail Sales
24360 County Road 113
Detroit Lakes MN, 56501
USA
218-847-3997
info@okeson.com
www.okeson.com

Quote #: 39938

**BILLING ADDRESS**

BECKER CTY SHERIFF'S DEPT
BECKER CTY SHERIFF'S DEPT
PO BOX 702
DETROIT LAKES, MN 56502
218-847-2661

SHIP ADDRESS

BECKER CTY SHERIFF'S DEPT
BECKER CTY SHERIFF'S DEPT
PO BOX 702
DETROIT LAKES, MN 56502
218-847-2661

Sales Rep	Terms	Tax Code	Customer PO	Permit Number	Sales Type	Ship Date
2 - Parts Manager	Default	NT			Regular or Over the Counter	4/30/2025

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	List	Your Price	Amount
1.00	1.00			2025 POLARIS SPORTSMAN 570 TRAIL ONYX BLACK		9,900.00	9,900.00	9,900.00

Invoice Payments

Type	Amount	Date
------	--------	------

THANK YOU FOR YOUR BUSINESS

All returns are subject to a 20% restock fee.
No returns without receipt.
No returns on electrical items.
No returns after 14 days.
No returns on special orders or close out items.

Tracking No. _____

Total Invoice

Items:	0.00
Fees:	0.00
Labor:	0.00
Kits:	0.00
Units:	0.00
Misc:	9,900.00
Subtotal:	9,900.00
Ship by Will Call:	0.00
Becker	0.0000
NT	0.0000
Total Invoice:	9,900.00
Total Paid:	0.00
Balance Due:	9,900.00

Brad Mahoney

From: Nicholas Daniel
Sent: Wednesday, May 14, 2025 11:00 AM
To: Brad Mahoney
Subject: Fw: [EXTERNAL]2025 Sportsman Trail 570

[Get Outlook for iOS](#)

From: Jared Schafer <jareds@frontierpowersports.com>
Sent: Tuesday, May 13, 2025 10:23:35 AM
To: Nicholas Daniel <nicholas.daniel@co.becker.mn.us>
Subject: [EXTERNAL]2025 Sportsman Trail 570

BECKER COUNTY SECURITY NOTICE:

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

Hello Deputy Nicholas Daniel,

We have one of those Sportsman right on our showfloor. I can email over pictures as well if you like.

MSRP is \$10999

There is a \$750 govt rebate from Polaris on that, plus we would offer a \$250 discount. As we discussed, there is no license or tax, but we would have a \$120 document fee.

\$10999

- \$750 Rebate
- \$250 Frontier Discount

\$9999

\$120 Doc Fee

\$10119 Total

Please let me know if you have any questions, or need any additional information. We appreciate the opportunity!

Jared Schafer - Sales

Cell 701-261-5781
Direct 218-998-0451
Main 218-998-4386

jareds@frontierpowersports.com



The Fun Starts Here!

2024 CAN-AM WORK & PLAY SIDE-BY-SIDE VEHICLE LIN

Bemidji Sports Centre
1826 Anne Street NW
Bemidji MN 56601 1306
218-751-4477

BECKER COUNTY SHERIFFS OFFICE

Buyer's Order

Date 05/01/2025
Order No.
Salesman JORDAN LINDAHL
Lienholder NONE

925 LAKE AVE
DETROIT LAKES MN 56501
H 612-968-7804 W

C 612-968-7804

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Dealer Retail Price
New	2025	POLARIS	SPMN 570	4XASHY576SA004791	P004791	\$10,999.00

Options:

Manufacturer Base Price	\$10,999.00
Manufacturer Options (M)	\$0.00
Manufacturer Sugg Ret Price	\$10,999.00
Dealer Retail Price	\$10,999.00
MSRP Customer Discount Savings	\$1,000.00
Customer Price	\$9,999.00
Freight	\$99.00
Dealer Added Options (D)	\$0.00
Customer Added Options	\$0.00
Dealer Prep / Rigging Fee	\$0.00

Unit Subtotal	\$10,098.00
Finance Fee	\$0.00
Delivery	\$0.00
Surcharge	\$0.00
do not use	\$0.00
State Deputy Filing Fee	\$0.00
PS Vehicle Fee	\$0.00
Service Contract	\$0.00
Property / Liability	\$0.00
TRANSIT FEE	\$0.00
Title Fee	\$0.00
Transfer Tax	\$0.00
TIRE & WHEEL	\$0.00
TORQUE GROUP	\$0.00
Lien Recording Fee	\$0.00
Customer Rebate	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$125.00
Sales Tax	\$0.00

Cash Price	\$10,223.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$10,223.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Sub Total (Net Sale + Other Charges)	\$10,223.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$10,223.00

Notes:

Trade Information