



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, February 3, 2026 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 759 505 887#

- 8:15 Call the Board Meeting to Order: Board Chair Jepson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation
 2. Minutes of January 20, 2026 3
- 8:25 Consent Agenda
1. Auditor-Treasurer: Regular Claims, Auditor Warrants, and Claims over 90 Days 6
 2. Auditor-Treasurer: Resolution 02-26-1G - Transfer of Fund Balance 7
 3. Auditor-Treasurer: Resolution 02-26-1H - Transfer of Fund Balance 8
 4. Human Services: Regular Claims, Public Health, and Transit
 5. Transit - Resolution 02-26-1B - Vehicle Purchase Request 9
 6. Environmental Services: Capital Expense Request - Snow Pusher 13
 7. Assessor: Abatements 18
 8. Sheriff: Coroner/EMS Agreement 19
 9. Sheriff: 2026 Summit Amendment 22
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 - a) Lakeland Mental Health Center 24
- 9:00 County Administrator
1. Report
 2. 245th Ave Update
 3. Resolution 02-26-1F - Delegation of Authority 25
- 9:25 Becker Soil & Water Conservation District
1. Resolution 02-26-1E Crow Wing Rive Comprehensive Watershed Management Plan (CWMP) Implementation Agreement Amendment 27
- 9:30 Human Services
1. MAHUBE-OTWA Annual Contract Renewal/Amount Correction 35
 2. MSTATE MNCWTA Space Lease - 1-Year Renewal 43
- 9:35 Human Resources
1. Resolution 01-26-1D - Temporary Full-Time Deputy Position Extension 50
 2. Variable Part-Time Employment Status Policy 51

9:40 Highway

1. Resolution 02-26-1C - Bid Award - West Lake Drive - 003-622-040 53

9:45 Sheriff

1. Resolution 02-26-1A JPA with Becker County on behalf of the County Attorney and Sheriff 57

2. Multimedia Investigative Techniques - Training

Adjourn

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, January 20, 2026 at 8:15 am

LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Chair Jepson. Commissioners in attendance: Jepson, Hansen, Meyer, 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 addition of a safety update during the Administrator’s report (Meyer, Hansen) carried.
2. Minutes – Motion and second to approve minutes of January 6, 2026 with the requested changes (Meyer, Nelson) carried.

Consent Agenda

1. Motion and second to pull the following items from the Consent Agenda: EDA: MMCDC Contract – Language Revision to be discussed after the Administrator’s report and Highway: Resolution 01-26-2C – Agreement – Clearwater & Becker County – CSAH 39 & CSAH 37 to be added to the Highway report, and to approve and accept the following Consent Agenda Items: Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, Resolution 01-26-2A – Establish 2026 Absentee Ballot Board, November 2025 Cash, Sales tax, and Investment Reports, Human Services: Regular Claims, Public Health, & Transit, Highway: Capital Request – Pre-Buy Base One Stabilizer, Resolution 01-26-2B – Final Payment Acceptance – SP 088-070-077, Land Use: Environmental Services – Equipment Purchase – Roll-Off Covers (Hansen, Meyer) carried.

Commissioners:

1. Open Forum:
 - Jerry Schram – Rectify 245th Ave.
2. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Hansen – RAC, Finance.
 - Commissioner Meyer – Partnership4Health, Historical Society, DAC, Courthouse.
 - Commissioner Nelson – Courthouse, NRM.

- Commissioner Jepson – Partnership4Health, Mahube Sr Council, WCRJC, EDA.
 - Commissioner Vareberg – NRM, EDA.
3. Appointments.
 - Motion and second to approve Commissioner Vareberg as the Alternate Commissioner for the Buffalo-Red Watershed (Hansen, Meyer) carried.
 4. County Administrator Employment Agreement.
 - Motion and second to approve the County Administrator Employment Agreement excluding the automotive section and updating the salary (Nelson, Hansen) carried.

County Administrator: presented by Carrie Smith.

1. Report.
 - Judicial Security Update. Meeting with departments to ensure proper procedures are done.
 - Joint Legislative Session – January 28 at Detroit Lakes City Hall.
 - Work Session – February 4.
2. CHIPS contracts have been received and signed.
3. 245th Ave Update - Scheduling another meeting with the MPCA to determine next steps to ensure compliance.
4. Motion and second to approve the AED Policy to include the ability to update locations of the units (Meyer, Nelson) carried.
5. Safety Update - The majority if deficiencies have been corrected.

EDA: presented by Cody Piper.

1. Motion and second to approve the MMCDC Contract language clarification (Nelson, Vareberg) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 01-26-2D – Amendment to the Blading and Plowing Contract (Hansen, Vareberg) carried.
2. Motion and second to approve Resolution 01-26-2C – Agreement – Clearwater and Becker County – CSAH 39 & CSAH 37 (Meyer, Nelson) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Proposed Zoning Ordinance Amendments.

- Amendments for the following items will be discussed at the Zoning Ordinance Meeting: Establish requirements for data centers, Building height amendments, and Land and vegetation alteration amendments.

2. Conditional Use Permit Inspection Policy Discussion.

Being no further business, Board Chair Jepson adjourned the meeting at 10:44 am.

<u>/s/</u>	Carrie Smith	<u>/s/</u>	Erica Jepson
	Carrie Smith		Erica Jepson
	County Administrator		Board Chair

DRAFT



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, February 2, 2026 at 8:30 AM

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

County Administrator

1. Report
2. Resolution 02-26-1F - Delegation of Authority

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days
2. Resolution 02-26-1G - Transfer of Fund Balance
3. Resolution 02-26-1H - Transfer of Fund Balance

Human Services

1. Regular Claims, Public Health, & Transit
2. MAHUBE-OTWA Annual Contract Renewal/Amount Correction
3. MSTATE MNCWTA Space Lease - 1-Year Renewal

Human Resources

1. Resolution 02-26-1D - Temporary Full-Time Deputy Position Extension

Transit

1. Resolution 02-26-1B - Transit Vehicle Purchase

Highway

1. Resolution 02-26-1C - Bid Award - West Lake Drive - 003-622-040

Environmental Services

1. Capital Expense Request - Snow Pusher

Assessor

1. Abatements

Sheriff

1. Multimedia Investigative Techniques - Training
2. Coroner/EMS Agreement
3. 2026 Summit Amendment

Adjourn

TRANSFER OF FUND BALANCE

TRANSFER OF FUND BALANCE

Duly adopted this 3rd day of February, 2026 in Detroit Lakes, Minnesota

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

<u>/s/ Carrie Smith</u>	<u>/s/ Erica Jepson</u>
Carrie Smith	Erica Jepson
County Administrator	Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held February 3, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 02-26-1B

Becker County Transit Vehicle Purchase

WHEREAS, Becker County Transit desires to purchase, through the State of Minnesota Cooperative Procurement Process, a vehicle to be used in the transit system; and

WHEREAS, the vehicle cost is allocated 10% local share and 90% State/Federal share of the “contracted amount” and

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, hereby authorizes the purchase of a one new transit bus from North Central Bus in the amount of \$165322.00.

Duly adopted this 3rd day of February 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith

Carrie Smith
County Administrator

/s/ Erica Jepson

Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held February 3rd, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

MnDOT COOPERATIVE PROCUREMENT FOR SMALL/MID-SIZED & MEDIUM DUTY ACCESSIBLE VEHICLES

MnDOT Recipient Contract Number: 1059960
Contract Maximum Amount per vehicle: \$ \$197,000.00

Quantity: 1
(For identical vehicle orders only)

State Unit Number(s) **completed by OTAT:** _____

UPIN Number(s): 6435/R

Recipient Use Only

Legal Name: Becker County Transit
Address: 1771 N. Tower Rd
City, State, Zip: Detroit Lakes, MN 56601
Contact Name: Kevin Johnson

Phone Number: 218-847-1674
Fax Number: _____
Email Address: kevin.johnson@co.becker.mn.us

Vendor Name: North Central Bus & Equipment, Inc.
Vendor Contact: Bryan Techel
Vehicle Manufacturer: Startrans
Model & Fuel Type: Senator II Gas
Chassis Manufacturer: Ford
Chassis Model: E450

Chassis Production Year: TBD
Engine Manufacturer: Ford
Engine Model: 7.3
Vehicle GVRW (in pounds): 14,500
Chassis Wheelbase Length (in inches): 176"
Vehicle Length (in feet): 25'

Final Build 14 Passengers + 2 Wheelchairs

Vehicle Spec. # 10. 7 Per base spec, # of Passenger Seats: 12 W/C Positions: 2

Final Build: # of Flip/Fold away Seats: 2 # of Permanent Seats: 5 W/C Positions: 2

Lift Manufacturer & Model: Braun Century #1000 Front _____ Rear x

Inspection Site/Location: NCBS-St. Cloud

ALL ORDERS MUST INCLUDE A FLOOR PLAN THAT MATCHES THE ORDER

BASE PRICE (includes freight - manufacturer to vendor & all rebates)	\$ <u>149976.00</u>
TOTAL OPTIONS (from page 2)	\$ <u>8920.00</u>
TOTAL OPTIONS (from page 3)	\$ <u>6076.00</u>
DELIVERY CHARGE (vendor to recipient - if VEHICLE is delivered in lieu of being picked up)	\$ _____
LICENSE & TRANSFER FEES (estimated - actual will be shown later on vehicle invoice)	\$ <u>350.00</u>
QUANTITY DISCOUNT (if applicable)	\$ _____
VEHICLE TOTAL	\$ <u>165,322.00</u>

Completed by Office of Transit & Active Transportation

Vehicle Total (Per Vehicle) \$ _____	Federal Share Per Vehicle \$ _____
Contract Max (Per vehicle) \$ _____	State Share Per Vehicle \$ _____
	Recipient Share Per Vehicle \$ _____

To All Recipients: FTA requires you to review the Altoona vehicle test results for any vehicle being considered for purchase and this order form is also to confirm that you reviewed the test results of the vehicle you are purchasing. Before you sign, please do the following: (1) Go to <https://www.altoonabustest.psu.edu/bus-list.aspx> (or to <https://www.altoonabustest.psu.edu/> and click "Bus Database") (2) Find the report that matches the bus you are purchasing. Ask the vendor for report number and/or name if you have difficulty. (3) Review the report. **** I have reviewed the vehicle's test results from the Altoona Bus Research and Testing Center.****

Recipient Signature: _____
(Only Required for Order - not for Quotes)

Date: _____
(Required)

Vendor Signature: _____
(Required)

Date: _____
(Required)

MnDOT APPROVAL

Procurement Coordinator Signature: _____ Date: _____

VEHICLE ORDER FORM (5307, 5310, 5311 & Tribal Transit) Options

(Attach to Vehicle Order Form)

OPTIONS: Select from vehicle specifications optional equipment list.

<u>Option #</u>	<u>Description & Quantity (if applicable)</u>	
		\$ _____
		\$ _____
		\$ _____
		\$ _____
14B	Two Color Double Stripe Graphics - TO BE DONE LOCALLY	\$ 1,550.00
		\$ _____
		\$ _____
		\$ _____
		\$ _____
31	Rear Emergency Door with two Windows in Door	\$ 1,350.00
		\$ _____
34Ba	Add Double Foldaway Seats(Qty 2 @ \$2340 each)	\$ 4,680.00
35Ba	Deduct Qty 1 STD Double Rigid Seat	\$ -1,480.00
		\$ _____
42	Wall Mounted Storage Pouches Installed for W/C Tie Downs (Qty 2 @ \$85 each)	\$ 170.00
		\$ _____
		\$ _____
46B	S/S Ceiling Grab Rail ILO of Yellow	-145.00
46D	S/S Entrance Grab Rails ILO of Yellow	-190.00
46H	S/S Stanchion Behind Driver ILO of Yellow Stanchion	-250.00
		\$ _____
47A	Delete Upperplexiglass Panel on Curbside Stanchion Assembly	\$ -145.00
48A	Upgrade to roof Mounted Condensor	\$ 1,275.00
48C	Dual Compressor 70,000 BTU A/C System	\$ 1,135.00
48E	Flush Mount Rear Evaporator	\$ 320.00
50C	Additional 70K BTU Rear Tower Heater(Qty 1 65K Heater STD)	\$ 650.00
		\$ _____
		\$ _____
TOTAL (Place total amount in space on vehicle order form)		<u>8,920.00</u>

(Attach to Vehicle Order Form)

Option #

63

\$ 70.00

\$ _____

77B

\$ 3,893.00

77Bc

\$ 263.00

83a

1,650.00

86G

600.00

-50.00

-75.00

-75.00

0.00

-100.00

-100.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

6,076.00

Capital Improvement Expenditure Request Form



Date Requested: 1/27/2026

Department: Land Use/Environmental Services

Department Head: Steve Skoog

EXPLANATION OF THE REQUEST

Purpose/Need: Purchase an 8' Virnig model SESP96 Snow Pusher from Zeigler Cat to remove snow around buildings on the Solid Waste Campus.

REQUEST AMOUNT: \$4,920.00 plus applicable sales tax.

Savings Achieved (Dollar Amount/Time/ Efficiency): The snow pusher is needed so staff can more efficiently and safely remove snow from around buildings on the Solid Waste Campus. The quote is based on government pricing through Ziegler CAT & Virnig Mfg.

Are There Sufficient Funds In Your Budget?

Yes ☒ No ☐

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

Yes ☐ No ☒

Please explain further, if necessary: This request was presented, discussed, and recommended for purchase at the Environmental Services Committee. Staff received price quotes for similar snow pusher attachments from Titan Machinery for \$6,051.25 and from RDO Equipment for the amount of \$5,087.76. The John Deere proposal is similar but has a rubber edge instead of steel, no trip edge, and does not follow the ground contours.

Action Request (If different than request): Board motion approving the purchase of a Virnig Model SESP96 Snow Pusher from Ziegler CAT for the amount of \$4,920 plus applicable sales tax.

Date Request Completed: 1/28/2026

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

V60 STEEL EDGE SNOW PUSHER

Available widths 84", 96", 108" & 120"

Snow pusher with hardened steel trip-edge and curved moldboard ideal for scraping hard-pack.



31.7"

PUSHER
HEIGHT

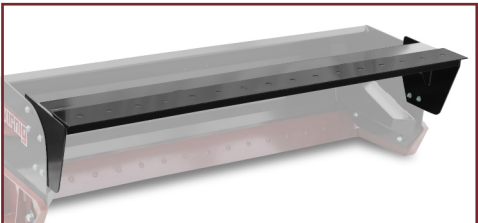
1210-1380 LB

OVERALL WEIGHT
(VARIES BY MODEL)

GREATER THAN

1500 LB

LOADER OPERATING CAPACITY

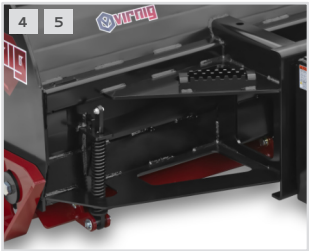
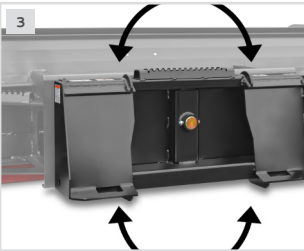
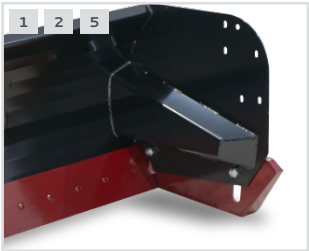


OPTION: STEEL EDGE PULL BACK

Enables precise snow cleanup along buildings, vehicles, etc. 5/8" x 8" reversible, replaceable steel edge allows 5 1/2" of total wear.



SHOWN WITH OPTIONAL PULL BACK



1. DESIGNED TO AUTOMATICALLY KEEP PUSHER WEIGHT ON EDGE FOR CONSISTENT CLEAN-UP & LESS MAINTENANCE

2. REVERSIBLE, SELF-LEVELING AR400 SKID SHOES WITH TAPERED OUTSIDE EDGE TO PROTECT FROM SIDE IMPACTS
3. 4° SIDE-TO-SIDE OSCILLATION FOLLOWS UNEVEN SURFACES

4. TRIP EDGE PROTECTS OPERATOR & EQUIPMENT

5. HD FRAME BRACING WITH BEVELED INSIDE GUSSETS INCREASES SIDE PLATE STRENGTH

MODEL	SESP84	SESP96	SESP108	SESP120
Width: Overall / Inside (in.)	92.5 / 86.5	104.5 / 98.5	116.5 / 110.5	125.4 / 119.4
Overall Height (in.)	31.7			
Depth: Overall / Inside (in.)	54.4 / 32.2			
Pusher Oscillation (degrees)	(±) 4			
Moldboard Thickness (in.)	0.19			
Cutting Edge (in.)	5/8" x 8" Steel			
Approximate Weight (lbs)	1210	1275	1340	1380
Recommended Loader Capacity	Greater than 1500 lbs			

STEEL EDGE PULL BACK SPECS:

MODEL	SEP84	SEP96	SEP108	SEP120
Overall Pull Back Width (in.)	86.0	98.0	109.9	119.0
Inside Pull Back Width (in.)	85.4	97.4	109.4	118.3
Cutting Edge (in.)	5/8 x 8 Steel			
Approximate Weight (lbs)	265	295	325	350

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. **ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. **ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. **SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

6. **TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. **SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. **INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

9. **BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. **DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. **WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. **TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. **DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. **ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. **FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. **DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

19. **UCC.** All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. **COUNTERPARTS.** This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. **ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

	A	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	Abatements for 2-3 -2026															
2																
3		Original	Adjustment	Corrected	TAG	Twsp/City	School Dist	EMV	TMV	DIFFERENCE	NTC PREVIOUS	NTC CORRECTED	AMOUNT DIFF	RMV PREVIOUS	RMV CORRECTED	AMOUNT OF CHANGE
4		\$ 6,000.00	\$ (1,668.00)	\$ 4,332.00	803	Detroit	22	\$ 870,600.00	\$ 756,600.00	\$ 114,000.00	9633	8208	-1425	\$ 870,600.00	\$ 756,600.00	\$ 114,000.00
5		\$ 126.00	\$ (126.00)	\$ -	2003	MAPLE GROVE	435	\$ 22,100.00	\$ -	\$ 22,100.00	221	0	-221	\$ -	\$ -	\$ -
6		\$ 244.00	\$ (244.00)	\$ -	3103	SPRUCE GROVE	821	\$ 27,500.00	\$ -	\$ 27,500.00	344	0	-344	\$ 27,500.00	\$ -	\$ 27,500.00
7				\$ -				\$ -	\$ -	\$ -			0	\$ -	\$ -	\$ -
8				\$ -				\$ -	\$ -	\$ -			0	\$ -	\$ -	\$ -
11																
12	TOTALS	\$ 6,370.00	\$ (2,038.00)	\$ 4,332.00												
13																
14	TOTAL ADDED TAX		\$0													
15	TOTAL REDUCED TAX		\$ (2,038.00)													
16																
17	08.0058.003	THIS PROPERTIES VALUE HAS BEEN ADJUSTED FROM \$870,600 (2 STORY) TO														
18		\$756,600 (1 STORY)														
19		This is for taxes payable 2026 and have not been calculated yet used proposed														
20		and was seasonal to Res homestead														
21	20.8165.000	Mobile moved out of county in 2024														
22	31.0150.050	This is Township owned should be exempt														
24																
26		\$ 6,370.00	\$ (2,038.00)	\$ 4,332.00				\$ 920,200.00	\$ -	\$ -						

AGREEMENT TO PAY

EMS Services

This Agreement to Pay (“Agreement”) is effective as of the date last signed (the “Effective Date”), by and between Becker County (“County”) and St. Mary’s EMS, a Minnesota nonprofit corporation (“Agency”).

RECITALS

WHEREAS, Agency is a provider of emergency medical services (“EMS Services”) in Becker County and surrounding areas;

WHEREAS, County and its residents benefit from EMS Services provided by Agency;

WHEREAS, from time to time, Agency renders beneficial EMS Services but is not sufficiently reimbursed for those services;

WHEREAS, County desires to be a payor of last resort for certain EMS Services as described herein.

In consideration of the foregoing, and the promises and covenants set forth below, the parties agree as follows:

AGREEMENT

1. Services. During the Term of this Agreement, Agency shall provide the EMS Services set forth on the attached Exhibit A. Services shall be provided in accordance with such policies and procedures as Agency may adopt or require from time to time, as well as all applicable state and federal laws, rules, and regulations. Services shall be performed in a manner consistent with applicable federal, state, and local laws, and with generally accepted industry standards.

Agency may not assign, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without the express written consent of County.

2. Compensation. County agrees to pay for the Services and at the rates outlined on Exhibit A. Invoices will include the minimum necessary amount of protected health information. County agrees to pay invoices within thirty (30) days of receipt.

3. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three years (3) years (the “Initial Term”). Thereafter, this Agreement shall automatically renew for additional 1-year periods (each, a “Renewal Term”) unless one party notifies the other of an intention not to renew at least sixty (60) days prior to the expiration of the then-current Term. (The “Initial Term” and all “Renewal Terms” are collectively referred to herein as the “Term.”)

4. Termination.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated without cause by either party hereto upon thirty (30) days written notice.

(b) If Agency reasonably determines that the continued performance of this Agreement jeopardizes its or an affiliated entity's (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, Agency shall notify County so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, Agency may terminate the Agreement immediately and without penalty.

5. Confidentiality and Ownership of Patient Records. Any and all patient records and charts produced or disclosed as a result of either party's performance under this Agreement shall be and remain the property of Agency. County shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by County pursuant to this Agreement. The Parties agree to comply with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and its implementing regulations (45 C.F.R. Parts 160-64).

6. Amendment; Waiver. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

7. Counterparts. This Agreement may be executed as counterparts, each of which shall constitute an original document, but of which together shall constitute one and the same instrument.

The parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

BECKER COUNTY

ST. MARY'S EMS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Description of Services & Compensation

- **Transportation of Dead Human Bodies**

Agency will provide transportation of dead human bodies from a place of death to a funeral home or morgue under the following conditions:

- The Agency was dispatched to the place of death with the intention of rendering treatment to the individual (i.e., Agency shall not be dispatched for the sole purpose of body removal), and
- The place of death is within the Primary Service Area for EMS License Number 0065, and
- The funeral home/morgue destination is within the city limits of Detroit Lakes, Minnesota, and
- The coroner cannot reach the place of death within forty-five minutes, and
- Agency determines, at its own reasonable discretion, that providing the service will not significantly jeopardize its ability to provide emergency services.
 - Providing the service will be considered to “significantly jeopardize” the Agency’s ability to provide emergency services when ambulances are already in use responding to or preparing to respond to another emergency or are otherwise out-of-service.

County agrees to pay Agency \$125 for each dead human body that is transported under this Agreement. County shall retain legal and physical custody of the dead human body throughout transportation and shall be responsible for ensuring compliance with legal requirements for transport, including requirements outlined in Minnesota Statutes, Chapter 149A.

AMENDMENT #14 TO THE FOOD SERVICE MANAGEMENT AGREEMENT

This Amendment is made and entered into by and between Becker County ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain FOOD SERVICE MANAGEMENT AGREEMENT (the "Agreement"), effective January 1, 2011;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning January 1, 2026. The term shall automatically renew for additional one-year periods thereafter unless otherwise terminated per the Agreement.
2. **Payment Arrangement.** Per section 1.b. of the Agreement, pricing shall be amended to reflect that Company shall charge per the following scale:

Inmate Population		Current Price	% Increase	New Price
0	30	\$ 6.494	5.00%	\$ 6.819
31	40	\$ 5.202	5.00%	\$ 5.462
41	50	\$ 4.397	5.00%	\$ 4.617
51	60	\$ 3.902	5.00%	\$ 4.097
61	70	\$ 3.461	5.00%	\$ 3.634
71	80	\$ 3.409	5.00%	\$ 3.579
81	90	\$ 3.145	5.00%	\$ 3.302
91	100	\$ 3.120	5.00%	\$ 3.276
101	110	\$ 3.068	5.00%	\$ 3.221
111	120	\$ 2.895	5.00%	\$ 3.040

3. **Change in Conditions.** The Change in Conditions clause, as established in Amendment #12 made effective January 1, 2024, shall be amended to the following language:

The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. In the case that Client provides inmate labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits or other remuneration (if any) payable to the inmate. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

This Amendment is effective as of January 1, 2026 All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Becker County

COMPANY: Summit Food Service, LLC

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

January 15th, 2026

Carrie Smith
Becker County Administrator
915 Lake Ave
Detroit Lakes MN 56501

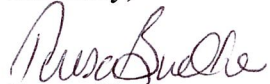
Dear Ms. Smith:

As you may know, the Becker County lay member's three-year term on the Lakeland Mental Health Center (LMHC) Board, is ending at the LMHC Annual Meeting on February 23rd, 2026. Peter Jacobson is currently in this position and is eligible for reappointment.

The Becker County Board of Commissioners will need to decide whether to reappoint Peter, or to appoint a new individual for this position prior to the Annual Meeting in February. The appointed individual will serve in a three-year term on the LMHC Board beginning February 23rd, 2026.

I look forward to hearing from you regarding the decision of filling this position. If you have any questions or would like to discuss this position, please contact myself or Donna Baker at (218) 299-6669 or by email at dbaker@lmhc.org.

Sincerely,



Teresa Budke
Administrative Manager
(218) 739-1725
tbudke@lmhc.org

cc: Denise Warren, Becker County Social Services Director
712 Minnesota Ave
Detroit Lakes MN 56501

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 02-26-1F

Delegation of Authority of County Administrator for Recurring Service Agreements

WHEREAS, the Becker County Board of Commissioners ("Board") is responsible for authorizing agreements for services and other contracts necessary for county operations; and

WHEREAS, the Board desires to streamline administrative procedures to improve operational efficiency while maintaining appropriate oversight; and

WHEREAS, it is in the best interest of Becker County to delegate limited authority to the County Administrator to execute recurring service agreements subject to parameters set by the Board;

NOW, THEREFORE, BE RESOLVED BY THE BECKER COUNTY BOARD OF COMMISSIONERS:

1. Delegation of Signing Authority.

The Board hereby authorizes the County Administrator to sign recurring service agreements on behalf of Becker County where the following conditions are met:

- a. The agreement is a renewal of an existing service agreement previously approved by the Board;
- b. The proposed increase in annual cost, fee, or rate under the agreement does not exceed **five percent (5%)** of the current agreement's annual cost; and
- c. The terms and conditions of the renewed agreement do not substantially differ from those of the existing agreement.

2. Limitations.

- a. This delegation does not apply to new service agreements (i.e., agreements that have not been previously approved by the Board).
- b. This delegation does not apply to agreements that require Board approval under state law or county policy by virtue of dollar thresholds, grant requirements, or statutory exceptions.
- c. Renewals with increases greater than 5% must be presented to the Board for approval.

3. Effective Date.

This policy shall take effect immediately upon adoption and remain in force until amended or revoked by the Board.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

<u>/s/</u>	Carrie Smith	<u>/s/</u>	Erica Jepson
	Carrie Smith		Erica Jepson
	County Administrator		Board Chair

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held February 3, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

- Minnesota counties generally *must* approve contracts and agreements by Board action unless specific authority is delegated by the Board through a policy or resolution.
- The County Administrator's role is statutorily defined as carrying out duties *as delegated by the Board*, but does *not inherently* include signing authority for all contracts without explicit delegation. The Board must adopt that delegation by resolution or policy. MN Revisor's Office
- Delegations must also comply with any limits set by statute (e.g., procurement thresholds, state grant requirements, etc.), which can vary based on contract type and funding source.

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 02-26-1E

**Crow Wing River
Comprehensive Watershed Management Plan (CWMP)
Implementation Agreement Amendment**

WHEREAS, Becker County agreed to join the other LGUs in implementing the Crow Wing River CWMP on December 17, 2024, and

WHEREAS, at that time the White Earth Band of the Minnesota Chippewa Tribe, White Earth Nation (WEN) was undecided in its position of joining the other LGUs in adopting and implementing the Crow Wing River CWMP, and

WHEREAS, the WEN has now requested to join the other LGUs in adopting and implementing the Crow Wing River CWMP, and

WHEREAS, this request causes the implementation agreement to be amended to include WEN.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approves the amendment to the Crow Wing River CWMP Implementation Agreement to include the White Earth Nation.

Duly adopted this 3rd day of February, 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held February 3, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

**AMENDMENT TO CROW WING RIVER
COMPREHENSIVE WATERSHED MANAGEMENT PLAN
IMPLEMENTATION AGREEMENT**

MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into between:

The Counties of Becker, Cass, Crow Wing, Hubbard, Todd, and Wadena by and through their respective County Board of Commissioners, and
The Becker, Cass, Crow Wing, Hubbard, Todd, and Wadena Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and
The White Earth Band of the Minnesota Chippewa Tribe, White Earth Nation (WEN), by and through its Division of Natural Resources (WEDNR);
Collectively referred to as the "Parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the WEN is a federally recognized Indian Tribe with inherent authority to carry out environmental programs and land use controls, and pursuant to Minnesota Statutes Section 471.59, WEN is considered a "local government unit" to enter into joint powers agreements with state governmental units; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority or Tribal Council directive pursuant to Resolution No. 057-24-030 to assure implementation of a comprehensive watershed management plan in the Crow Wing River Watershed to conserve soil and water resources through the practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to the coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapters 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Crow Wing River Comprehensive Watershed Management Plan, which was developed pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Crow Wing River Watershed (*See Attachment A: Implementation Area Map*). The purpose of this Agreement is to collectively implement, as local government units, the Crow Wing River Comprehensive Watershed Management Plan. Parties signing this agreement will be collectively referred to as the Crow Wing River Watershed Collaboration, partnering together in this Agreement as an exercise of joint powers under Minn. Stat. Section 471.59.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Participation Requirements for participation in Watershed Based Implementation Funding; and will remain in effect until cancelled according to the provisions of this Agreement, unless earlier terminated by law. This Agreement end date will run concurrent with the BWSR grant agreement end date of December 2033. Parties may revisit the grant agreement end date and make extensions to the term of the grant agreement if agreed upon by the Policy Committee (the structure, membership, and governing provisions of the Policy Committee are described in a later paragraph in this Agreement).
3. **Adding Additional Parties:** A qualifying party within the Crow Wing River Comprehensive Watershed Management Plan Area that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution. The Resolution shall be mailed to the existing Policy Committee, and upon receipt by the Policy Committee, the qualifying party shall become a member of the Policy Committee. The qualifying party agrees to abide by the terms and conditions of this Agreement, including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws including Tribal laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible. All Parties to this Agreement will be given the option to opt out within 30 days after new federal, state or local laws including Tribal laws, statutes, ordinances, rules, and regulations are adopted and become effective, which increase or decrease the responsibilities of the Parties pertaining to this Agreement.
 - b. **Sovereignty of the White Earth Nation:** The Parties to this Agreement agree to respect the sovereignty of the White Earth Nation over its lands and waters and acknowledge as a sovereign some of the State of Minnesota's statutes, ordinances, rules, or regulations may not apply to the actions of WEN staff or Tribal members.
 - c. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents.

The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466, and other applicable laws govern the liability of all the Parties, except the WEN. To the full extent permitted by law, actions by the Parties, their respective officers, employees and agents, pursuant to this Agreement, are intended to be and shall be construed as a "cooperative

activity". It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

The Parties acknowledge that WEN is not subject to the protections or provisions of the Minnesota statutes referenced within this subsection 5(b) of the Agreement. It is not WEN's intent by entering this Agreement to create any liability or exposure of one party for the acts or omissions of any other party to the Agreement. WEN employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and U.S.C. Section 1346) and any indemnification provisions provided under WEN Tribal codes.

- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes §138.17, with the exception of WEN because WEN's records are not subject to review or approval by the State. The Parties further agree that records prepared or maintained in pursuant to the terms of this Agreement shall be subject to the Minnesota Government Data Practices Act unless otherwise exempted by state or federal laws. At the time this Agreement expires, all records will be turned over to the Fiscal Agent unless otherwise exempted by state or federal laws.
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Termination:** The Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statute §471.59, Subd. 5 after the purpose of the Agreement has been completed, unless Parties otherwise agree in writing for disposition of any property acquired as a result of this Agreement.
- g. **Extension:** The Parties may extend the termination date of this Agreement for the purposes of implementation the plan beyond the BWSR grant planning phase identified in Section 2 as agreed upon unanimously by the Parties to this Agreement.

6. Administration:

- a. **Establishment of a Policy Committee and Advisory Committee for Implementation of the Crow Wing River Comprehensive Water Management Plan.** The Parties hereto agree to designate one representative, who must be an elected or appointed member of their governing board, to a Policy Committee for implementation of the Crow Wing River Comprehensive Water Management Plan. The Policy Committee will meet as needed to implement and decide on the content of the work plan.
 - i. Each representative shall have one vote and shall have the authority to act on behalf of their Board regarding mentioned items, grant agreement(s) and amendment(s), interim report review and approval, payments under the grant, professional contracts, and voting on the recommended work plan.

ii. The Policy Committee member will serve as a liaison to their respective boards. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.

iii. An Advisory Committee will be established to provide technical support on the plan content and Implementation to the Policy Committee, including identification of priorities. The Advisory Committee will be comprised of the Steering Committee, stakeholders, the state's main water agencies, and/or plan review agencies. The Advisory Committee will meet as needed.

iv. A Steering Committee will be established consisting of local staff, county staff, and SWCD staff for the purposes of logistical and day-to-day decision-making in the Implementation process. The Steering Committee will meet as needed.

7. Fiscal Agent agrees to:

- a. Accept all responsibilities associated with implementing the BWSR grant agreement for developing a watershed-based implementation workplan and sign the grant agreement on behalf of the Parties listed within.
- b. Perform financial transactions as part of the grant agreement and contract implementation.
- c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
- d. Responsible for fiscal records retention consistent with the agent's records retention schedule.

8. Grant Administrator agrees to:

- a. Accept all day-to-day responsibilities associated with implementing the BWSR grant agreement for watershed-based implementation grant funds.
- b. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- c. Be the Day-to-Day Contact for the Crow Wing River Comprehensive Water Management Implementation Plan.
- d. Responsible for the BWSR reporting requirements (E-link).

9. The Plan Coordinator agrees to:

- a. Host the Crow Wing River Comprehensive Watershed Management Plan
- b. Provide a note-taker for all Policy, Advisory, and Steering Committee meetings. Prepare and distribute those notes to the appropriate committees.
- c. Assist the Chair of the Policy Committee with providing an agenda for upcoming meetings.
- d. Notify all committees of upcoming meetings through email and/or phone calls.
- e. May, with the Agreement and consent of the Fiscal Agent, assign any of the foregoing services

to the Fiscal Agent who shall perform the services it accepts.

In the event of a vacancy in the above-listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfill the listed role. If the partner agency determines they no longer have capacity and would like to relinquish their duties, they must inform the Policy Committee. The Policy Committee will then reassign the service to another party with the capacity to fulfill the grant agreement.

10. Authorized Representatives: The following persons will be the primary contacts for all matters concerning this Agreement:

Becker County
Kyle Vareberg or Successor Planning and
Zoning Administrator 915 Lake Ave
Detroit Lakes, MN 56501
218-846-7314

Becker SWCD
Bryan Malone or Successor District
Administrator
809 8th St SE
Detroit Lakes, MN 56501
218-846-7360

Cass County
Jeff Woodford or Successor Environmental
Services Director PO Box 3000
Walker, MN 56484
218-547-7428

Cass SWCD
Dana Gutzmann or Successor Conservation
Manager
PO Box 3000
Walker, MN 56484
218-547-7246

Crow Wing County
Chris Pence or Successor Environmental
Services Manager 322 Laurel St., Suite 15
Brainerd, MN 56401

Crow Wing SWCD
Melissa Barrick or Successor District
Manager
322 Laurel St., Suite 22
Brainerd, MN 56401
218-828-6197

Hubbard County
Eric Buitenwerf or Successor Government
Center - 2nd Floor 301 Court Avenue
Park Rapids, MN 56470

Hubbard SWCD
Crystal Mathisrud or Successor District
Manager
603 North Central Ave, Suite 100 Park
Rapids, MN 56470

Wadena County
Deana Malone or Successor Planning and
Zoning Administrator 415 Jefferson Street S
Room 234 Courthouse
Wadena, MN 56482

Wadena SWCD
Darren Newville or Successor
District Manager
4 Alfred St NE Wadena, MN
56482

Todd County
Adam Ossefoort or Successor SWCD/Planning
& Zoning Division Director
215 1st Ave. S Suite 103 Long
Prairie, MN
320-732-4420

Todd SWCD
Deja Anton or Successor District
Manger 2151stAve. S Suite 104,
Long Prairie, MN
320-732-2644

White Earth Nation
Dustin Roy or Jessica Johnson
Divisional Director or Director
White Earth Division of Natural Resources
102 3rd Streed NE
Mahnomen, MN 56557
218-983-4649

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Becker County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

**BECKER COUNTY HUMAN SERVICES
PURCHASE OF SERVICE AGREEMENT FOR
MAHUBE-OTWA COMMUNITY ACTION PARTNERSHIP
CHILD CARE ASSISTANCE PROGRAM SERVICES**

The **Becker County Department of Human Services**; 712 Minnesota Avenue, Detroit Lakes, MN 56501, hereafter referred to as the "**County**"; and **MAHUBE-OTWA Community Action Partnership**, 1125 W River Road, Detroit Lakes, MN 56501 thereafter referred to as the "**Contractor**" enter into this agreement for the period from **January 1, 2026, to December 31, 2026**

WITNESSETH

WHEREAS Minnesota Statute 142E and Minnesota Rules 3400 set forth regulations regarding program eligibility determination for all child-care assistance programs, management of expenditures of child-care assistance funds, and the maintenance of effort (MOE) match for child-care funds; and

WHEREAS, the County has developed and published, and the Minnesota Department of Children, Youth and Families (DCYF) has approved the Children and Community Services Agreement (CCSA) Fund, under Minnesota Statute 256M; and

WHEREAS, the County has developed and published, and the Minnesota Department of Children, Youth and Families (DCYF) has approved a current County Child Care Fund Plan, under Minnesota Statute 142E.09 subd. 3

WHEREAS, the Contractor, a private, not for profit corporation in the State of Minnesota, has developed and is carrying out this project in accordance with all applicable statutes, rules and policy requirements, and;

WHEREAS, the County Board of Commissioners believes that cooperation between public and private services is the most effective and efficient method of meeting the social service needs of the citizens of Becker County; and

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

SERVICES TO BE PROVIDED

Services to be Performed: Contractor will administer all Child Care Assistance Programs (CCAP) for residents of Becker County, including but not limited to determination of eligibility for subsidy of childcare while looking for work, going to work or attending training or school to prepare for work, and payment for childcare to eligible providers.

Terms of Performance: The objectives, scope, methods and budget of the project have been developed by the County and the Contractor in accordance with all applicable statutes, rules and program policies that pertain to the administration of Child Care Assistance Programs developed to serve eligible residents of Minnesota. The Contractor further agrees to submit to Becker Human Services monthly BSF Fund Tracking Report and BSF Encumbrance Report within thirty (30) days of the previous month end.

Consideration and Terms of Payment: In consideration of all project services performed and goods or materials supplied by the contractor pursuant to this contract, the county will pay for program administration related costs incurred by the contractor under the terms of this agreement, not to exceed \$91,383.00 during the period beginning **January 1, 2026 through December 31, 2026.**

1. Contractor Duties:

- a. Purchased services will be provided at **Contractor's satellite offices and contracted work will be overseen by MAHUBE-OTWA Community Action Partnership, Inc., 1125 W River Road, Detroit Lakes, MN 56501.**
- b. The Contractor agrees to provide the information specified in 2 to 6 below.
- c. The Contractor shall, in writing within sixty (60) 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.

2. Terms of Payment:

- a. The Contractor shall, within fifteen (15) working days following the 1st day of each contract quarter, as described above, submit an invoice to the County to verify costs related to the administration of the program.
- b. The County or the County of Financial Responsibility shall, within thirty (30) days of the date of receipt of the invoice and acceptance of services, make payment to the Contractor.
- c. The County's reimbursement formula will be 1/12 of the agreed upon amount paid each month.

3. Delivery of Services:

Purchased services will be administered by the **MAHUBE-OTWA Community Action Partnership, Inc., 1125 W River Road, Detroit Lakes, MN 56501.** Provision of the program's administrative functions will take place primarily at the Contractor's corporate headquarter location. Delivery of services at other community locations, and/or at other agency and program offices, will be made available to the extent that it is mutually determined by the County and the Contractor that alternative service delivery serves the best interests of program participants.

Hours of operation will be Monday through Friday, 8:00 to 4:30 p.m. and in accordance with the Contractor's established holiday schedule and other policies pertaining to hours of operation.

4. Program Activities:

The Contractor agrees to provide all services in accordance with the applicable Minnesota State Statutes and Minnesota Administrative Rules cited above in addition to adherence to all requirements set forth in the current, or most recently published, Child Care Assistance Program Policy Manual, with the exception of the criminal background process and collection of claims for overpayment when cases have been inactive for 30 days, which shall remain the responsibility of the County.

In accordance with Minnesota Rules 3400.0035, subpart 1, the Contractor, on behalf of the County, will inform parents about the following information:

- Federal and state child and dependent care tax credits
- Earned income credits
- Other services for families with young children
- Child care resource and referral services

- Child care assistance program eligibility requirements
- The documentation necessary to confirm eligibility
- Waiting list information
- Procedures for making application for CCAP
- Family copayment fees and how computed
- Information about how to choose a provider
- Families rights and responsibilities when choosing a provider
- Availability of special needs rates
- The family's responsibility for paying provider charges that exceed county maximum payments in addition to the family copayment fee; and
- The importance of prompt reporting of a move to another county to avoid overpayments and to increase the likelihood of continuing benefits.

5. Eligibility for Services:

Services will be provided to eligible citizens as defined by Minnesota State Statute, Minnesota Rules and/or applicable policy manuals, with the parties understanding that services will be provided only to eligible residents of Becker County.

6. CLAS Standards:

Provide effective, equitable, understandable, and respectful quality services and care that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy and other communication needs.

7. Audit, Record Disclosure and Retention:

- a. The Contractor shall attempt to obtain client's consent to release program data and statistical reports with the County and must explain to the client that the information can only be released with the client's consent and may be used only for purposes of payment and maintaining Contractor accountability. The Contractor shall document the attempt in the client's record.
- b. If the Contractor is unable to obtain consent for the release of private data, the Contractor shall report clients' activities to the County by way of non-identifying case numbers which must remain constant over the term of this contract.
- c. The Contractor agrees to report to the County according to specifications set forth by the County.
- d. The County's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited to, on-site visits to the Contractor's facility; review of client files; review of Contractor's financial, statistical and service records, and review of reports and data provided by the Contractor at the County's request.
- e. Consistent with Minnesota Statutes, section 13.46, subdivisions 7, 8 and 9, the Contractor agrees to allow personnel of the County, access to the Contractor's facility and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the County with information about fees collected and the fee source.
- f. Maintain all records pertaining to the contract at **MAHUBE-OTWA Community Action Partnership, 1125 West River Road, Detroit Lakes, MN 56502-0747** for five (5) years for audit purposes.

8. Data Privacy:

For purposes of this Contract all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Statute Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data compliance requirements. The person employed by Contractor to assure compliance with Minn. Statute. 13.46, Subd. 10(b) shall be the authorized representative. To support the efficient and accurate processing of Child Care Assistance Program (CCAP) applications, the County and the Contractor will engage in reciprocal data sharing. The County will provide any verifications or supporting documentation it receives or holds that are necessary to complete a CCAP application. In turn, the Contractor will share the minimum required household information with the County to facilitate the request and exchange of needed verifications and supporting documentation.

9. Civil Rights Assurance, Nondiscrimination, and Equal Employment Opportunity:

Becker County agrees to comply with the civil rights assurance of compliance (hereafter "Civil Rights Assurance Agreement") as a condition of receiving Federal financial assistance through the Minnesota Department of Children, Youth and Families. The Civil Rights Assurance Agreement is binding upon the County, its successors, transferees, and assignees for as long as the County Agency receives Federal financial assistance. The Minnesota Department of Children, Youth and Families may enforce all parts of the Civil Rights Assurance Agreement as a condition of receipt of such funds.

Compliance by Contractors and Vendors: The County further agrees that by accepting this Civil Rights Assurance Agreement, it will obtain a written statement of assurance from all of its contractors and vendors (i.e., applying to all programs), assuring that they will also operate in compliance with the stated nondiscrimination laws, regulations, policies, and guidance. The written statement of assurance from all of its contractors and vendors must be maintained as part of the County's *Comprehensive Civil Rights Plan* and must be made available for review upon request by the Minnesota Department of Children, Youth and Families or the U.S. Department of Agriculture.

The Contractor agrees to:

- a. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP); comply with Title VI of the Civil Rights Act of 1964; section 11(c) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all the requirements imposed by the regulations issued pursuant to these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP.
- b. 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; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; 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.

- c. Administer all programs in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; 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, 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 and the Minnesota Department of Children, Youth and Families 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.
- d. The Contractor agrees it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor also agrees to permit authorized 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.

10. Fair Hearing and Grievance Procedures:

Fair Hearing and Grievance Procedures will follow **MAHUBE-OTWA Community Action Partnership, Inc.** in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

11. Bonding, Indemnity, Insurance, and Audit Clause:

- a. **Bonding:** The Contractor will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of **\$100,000.00** covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Contractor's bond or insurance certificate shall be delivered to the County at the beginning of this Contract term and on an annual basis thereafter.
- b. **Indemnity:** The Contractor agrees that it will at all times defend, indemnify, and hold harmless, the Minnesota Department of Children, Youth and Families and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
 - i. By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor or any officer, agent, or employee thereof; or
 - ii. By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
 - iii. By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers, or employees which causes bodily injury, death, personal injury,

property loss, or damage to another during the performance of Purchased Services under this Contract.

- c. **Insurance:** The Contractor further agrees, in order to protect itself as well as the DCYF and the County under the indemnity contract provision set forth above, it will at all times during the term of the Contract have and keep in force a general liability insurance policy in the amount of Five Hundred Thousand Dollars **(\$500,000)** for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars **(\$1,500,000)** for total injuries or damages arising from any one occurrence. See Minnesota Statutes section 3.736, subdivision 4.

The County and DCYF must both 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 One Million Dollars **(\$1,000,000)**.

12. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the reimbursement to the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated, the County is still responsible for payment for services rendered to the date of termination.
- b. This agreement may be canceled by either party at any time, with or without cause, upon sixty (60) day notice, in writing, delivered by mail or in person.
- c. Any alternations, variations, modifications, or waiver of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- d. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the County, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.
- e. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.
- f. Contractor acknowledges and agrees that the Minnesota Department of Children, Youth and Families is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Children, Youth and Families has standing to and may take any appropriate administrative action or sue Contractor 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 the Minnesota Department of Children, Youth and Families are entitle to, and may recover from Contractor, 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 the 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. Statute 245.466, Subd. 3; Minn. R. 9525.1870, subp. 2).

13. Debarment and Suspension:

Debarment and Suspension (Note also part 180 and §200.212 - §200.213)

- a. Contract awards (note – 2 Code of Federal Regulations 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (commonly referred to as SAM), in accordance with the OMB guidelines at 2 Code of Federal Regulations 180 that implement Executive Orders 12549 and 12689, Debarment and Suspension. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- b. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
- c. BCHS will verify that the person and/or entity with whom we intend to do business with is not excluded or disqualified at the time the contract is initiated. The Contractor will notify BCHS within five (5) business days if there is an exclusion imposed during the duration of the contract.

14. Subcontracting:

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the County. All subcontracts shall be subject to all the requirements of this contract, including the requirement that the Commissioner of the Minnesota Department of Children, Youth and Families shall be a third-party beneficiary of the contract. The Contractor shall be responsible for the performance of any subcontractor.

15. Extension:

The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. If this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties. All terms of this contract will remain in effect pending execution of a contract amendment, execution of a new contract, or notice of termination.

16. Miscellaneous:

- a. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the “occupational Safety and Health Act” and the “Employee Right to Know Act”, Minn. Statute. 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 negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the County relating to the subject matter hereof.

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

BY: _____
Director, Becker County Human Services Agency

DATED: _____

BY: _____
Executive Director, MAHUBE-OTWA Community Action Partnership, Inc.

DATED: _____

APPROVED AS TO FORM AND EXECUTION:

Becker County Attorney

DATED: _____



Contract Number: MSCTC-2022-017002

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2027	161359	9394	\$24,000.00	0000197276	

FACILITIES USE AGREEMENT

ON-CAMPUS ONLY

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE ("Minnesota State") and BECKER COUNTY, 712 MINNESOTA AVE, DETROIT LAKES, MINNESOTA 56501 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

Detroit Lakes Campus – Room C103

Parking will be available to Licensee at the following location: Parking is available on campus. Permits will be provided by M State as needed.

2. **GRANT OF LICENSE.** Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

MN Child Welfare Training Academy room use for FY 2027.

The estimated number of people expected to participate or attend is: Varies - TBD.

Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have

the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times:

July 1, 2026 – June 30, 2027

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of Twenty-four Thousand and 00/100 Dollars (\$24,000.00), which amount shall be payable in advance when Licensee signs this Agreement and delivers it to Minnesota State. Except as set forth in paragraph 17, if the Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

COLLEGE/UNIVERSITY: MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE

Contact Name and Title: Pat Nordick Vice President of Finance and Facilities

Address: 405 Colfax Avenue SW, Wadena, MN 56482

LICENSEE: BECKER COUNTY

Contact Name and Title: Denise Warren Human Services Director

Address: 712 Minnesota St., Detroit Lakes, MN 56501

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500.00, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.
7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.
8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and

Universities and MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

GENERAL INSURANCE REQUIREMENTS

POLICY REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - ☒ Premises and Operations Bodily Injury and Property Damage
 - ☒ Personal & Advertising Injury
 - ☒ Blanket Contractual
 - ☒ Products and Completed Operations
 - ☒ Other; if applicable, please list _____
 - ☒ State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.
- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.

- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
 - An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee’s policy limits to satisfy the full policy limits required by the Agreement.
9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision will survive the termination of this Agreement.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.

17. **DEFAULT**. In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.
18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
20. **OTHER PROVISIONS** (Attach additional pages as necessary): Please see Addendum to the Facilities Use Agreement attached and incorporated into this agreement.

SIGNATURE BLOCK IS ON NEXT PAGE

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

APPROVED:

1. LICENSEE: BECKER COUNTY

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

By (authorized signature)
Title
Date

2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE

By (authorized signature)
Title Vice President of Finance
Date

3. AS TO FORM AND EXECUTION

By (authorized signature)
Title Vice President of Finance
Date

Human Services

Contract Information

1. MAHUBE-OTWA 2026 Annual CCAP Contract Renewal

This agreement is for the purchase of administration of all Child Care Administration Programs (CCAP) for the period of January 1 to December 31, 2026 and our state allocation is used for this purpose.

This is to correct the contract amount inadvertently stated in the December 15th contract summary as \$ 53,481. The correct amount is the same as last year. Not to Exceed \$91,383.

Contract Changes:

*No amount change when compared to 2025

**Verbiage changes include all reference to Minnesota Department of Human Services (DHS) correctly changed to Minnesota Department of Children, Youth and Families (DCYF)

***One paragraph added to #8: Data Privacy, which has been approved by Supervisors, Department Head, HS Committee, and County Attorney and reads as follows:

“To support the efficient and accurate processing of Child Care Assistance Program (CCAP) applications, the County and the Contractor will engage in reciprocal data sharing. The County will provide any verifications or supporting documentation it receives or holds that are necessary to complete a CCAP application. In turn, the Contractor will share the minimum required household information with the County to facilitate the request and exchange of needed verifications and supporting documentation.”

Termination Requirements:

30 Days Advance Written Notice

2. Minnesota State Community & Technical College Space Lease 1-yr Renewal for Minnesota Child Welfare Training Academy (MNCWTA)

This agreement is for priority leasing two classrooms for the MNCWTA space use for the period of July 1, 2026 through June 30, 2027.

Amount is not to exceed \$ 24,000; which is provided by a grant from the University of Minnesota .

No contract amount or verbiage change at all. Only the period change applies.

Termination Requirements:

10 Days Advance Written Notice

Policy: Variable Part-Time Employment Status

Purpose

To define the eligibility requirements, employment conditions, and benefits applicable to employees classified as Variable Part-Time.

Scope

This policy applies to all Becker County employees classified as Variable Part-Time, effective January 1, 2026.

Policy Statement

Becker County establishes Variable Part-Time employment status to provide staffing flexibility while ensuring compliance with applicable state law and County personnel standards.

Definitions

Variable Part-Time Employee: An employee whose work schedule and total hours vary and who does not meet the requirements for full-time or regular part-time status.

Eligibility and Classification

1. Effective January 1, 2026, Variable Part-Time employment status will be determined based on hours worked in the **preceding calendar year**.
2. To maintain Variable Part-Time status, an employee must:
 - o Work a **minimum of 200 hours**, and
 - o Work **no more than 728 hours or 67 days** in a calendar year.
3. Employees who meet the above criteria:
 - o Are **not eligible for inclusion in a bargaining unit**, and
 - o Are subject to the **Becker County Personnel Policy**.
4. Employees who work **fewer than 200 hours** in the preceding calendar year will have their **employment terminated**.

Compensation and Benefits

1. Variable Part-Time employees will accrue **Earned Sick and Safe Leave (ESSL)** in accordance with **Minnesota Statute § 181.9447**.
2. Variable Part-Time employees are **not eligible** for:

- Paid holidays
- Vacation leave accrual
- Any other forms of paid leave, unless otherwise required by law

Sheriff's Department Uniforms

1. Variable Part-Time employees assigned to the **Sheriff's Department** will be issued required uniforms.
2. Uniform items that become **damaged or worn** will be replaced at the **expense of Becker County**.
3. Variable Part-Time employees are **not eligible for a uniform allowance**.

Existing Leave Balances

1. Any sick or vacation leave accrued **prior to January 1, 2026** will remain available for use until depleted.
2. Upon separation of employment, any remaining eligible leave balances will be **paid out in accordance with the Becker County Personnel Policy**.

Administration

This policy will be administered by Becker County Human Resources. The County reserves the right to modify or terminate this policy at any time, subject to applicable law and governing authority approval.

Effective Date

January 1, 2026

January 27, 2026

Mr. Kelcey Klemm
City Administrator
1025 Roosevelt Avenue
Detroit Lakes, MN 56501

RE: CSAH 22/West Lake Drive – Legion Road to Washinton Avenue
City of Detroit Lakes, Minnesota
SP 003-622-040 & 117-090-002
Apex Project No. 19.178.0179

Dear Mr. Klemm:

Bids for the above-referenced project were received electronically at 10:00 AM on January 22, 2026. A total of 3 bids were submitted for the proposed improvements and publicly read aloud at the City Hall and via online/virtual meeting. The low bidder was Hough, Inc. of Detroit Lakes of Detroit Lakes, MN, with a total bid of \$5,016,966.55. The Engineer's estimate for the project was \$6.35 million.

The bidding documents and the bid submitted by Hough, Inc. of Detroit Lakes have been reviewed. They were found to be responsive, responsible, and not materially unbalanced when compared to the Engineer's Estimate. A summary of all bids received is provided in the attached bid tabulation.


Hough, Inc. of Detroit Lakes has successfully completed projects of similar scope and complexity and has demonstrated the capability to perform the work required under this contract.

Based on our review of the bids and discussions with City and County staff, we recommend awarding the contract to Hough, Inc. of Detroit Lakes in the amount of \$5,016,966.55. Please note that any action to award the contract must be contingent on the following:

- Receipt of approval/authorization from the MnDOT Office of Civil Rights (OCR) and State-Aid relative to various labor compliance requirements submitted by Hough.
- This is a cooperative project with Becker County and per the terms the Cooperative Agreement, Becker County must also provide a concurring action to award the construction contract.

Please feel free to contact us with any questions or if additional information is needed.

Sincerely,



Apex Engineering Group, Inc.
Jon A. Pratt, PE

Enclosure: Bid Tabulation

Cc: Jim Olson – Becker County Engineer (jim.olson@co.becker.mn.us)



Water | Transportation | Municipal | Facilities

Bid Tabulation

CSAH 22/West Lake Drive – Legion Road to Washington Avenue

City of Detroit Lakes, MN

January 22, 2026 | 10:00 AM | at the office of the City Administrator, 1025 Roosevelt Avenue, Detroit Lakes, MN

Plan Holder	Bid Bond	Acknowledged Addendum(s)	Base Bid Total
C&L Excavating, Inc.	5%	Yes	\$6,674,217.25
Hough, Inc. of Detroit Lakes	5%	Yes	\$5,016,966.55
Sellin Brothers, Inc.	5%	Yes	\$5,635,109.00

Apex Project No. 19.178.0179

I certify that these bids were received on 1/22/2026 at 10:00 AM; Office of the City Administrator, 1025 Roosevelt Avenue, Detroit Lakes, MN

Jon A. Pratt, PE

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 02-26-1A

**APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF
BECKER ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

WHEREAS, the County of Becker on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Becker on behalf of its County Attorney and Sheriff are hereby approved.
2. That the Sheriff, Todd Glander or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the County Attorney, Brian McDonald or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Erica Jepson, the Chair of the County of Becker, and Carrie Smith, the County Administrator are authorized to sign the State of Minnesota Joint Powers Agreements.

Duly adopted this 3rd day of February, 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held February 3, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Becker on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 281375, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Becker on behalf of its Attorney Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdcs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing

its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred and 00/100 Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Kathryn Meiers, Interim Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Avenue
Saint Paul, Minnesota 55106
Telephone: 651-793-7050
Email Address: kathryn.meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Brian McDonald, County Attorney
Address: 913 Lake Ave
Detroit Lakes, Minnesota 56501
Telephone: 218-847-6590

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

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

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID#: _____