



BECKER COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Date: Tuesday, December 12, 2023 at 8:15 AM

Location: Board Room, Courthouse

or

Virtual TEAMS Meeting Option

Call-In #: 763-496-5929 - Conference I.D.: 769 448 10#

- 8:15 Call the Board Meeting to Order: Board Chair Nelson
1. Pledge of Allegiance
- 8:20 Regular Business
1. Agenda Confirmation 3
 2. Minutes of November 21, 2023 5
- 8:25 Consent Agenda
1. Regular Claims, Auditor Warrants, and Claims over 90 days 8
 2. Claims Human Services, Public Health, & Transit
 3. October Cash Comparison, Sales Tax, Investment Summary 9
 4. 2023 Becker County Audit Services Contract 12
 5. IT - Door Access Software ITS Gallagher Renewal 26
 6. Sheriff - Motorola Solution Agreement Renewal 27
 7. Sheriff - On Solve Agreement Renewal 35
- 8:30 Commissioners
1. Open Forum
 2. Reports and Correspondence
 3. Appointments
 4. Introduction of newly appointed County Assessor - Tony Vigen
- 8:55 County Administrator
1. Report
 2. Budget 2024 Update 36
 - a) Truth In Taxation (TNT) Meeting - December 14 37
 - b) Capital Improvement Plan Update
 3. 2024 Organizational Meeting
 4. Legislative Platform
 5. Authorization to purchase a replacement Fleet Vehicle
 6. Classification and Compensation Study
- Finance Committee
- 9:15 Auditor-Treasurer
1. License List
- 9:20 Highway

	1. Resolution 12-23-1A - Mn/DOT Detour Agreement	38
9:25	Sheriff	
	1. Grant Acceptance Approvals	
	a) Resolution 12-23-1B - ATV Grant	45
	b) Resolution 12-23-1C - Snowmobile Grant	51
	2. Grant Approval to Apply	
	a) Resolution 12-23-1D - DWI/Traffic Safety Officer	58
	3. Agreement Approvals	
	a) Resolution 12-23-1E - Food Service	59
	b) Resolution 12-23-1G - SWAT MOU	63
	4. K9 Approvals	
	a) Resolution 12-23-1H - Retirement of K9 and Purchase of K9 and Donations	65
	5. Purchase Approvals	
	a) Command Post Bodywork	67
	b) County Hwy Radio Patch	70
	c) Becker County Jail - Kitchen Floor Repair	73
	d) Becker County Jail - Storage Container	75
9:40	Planning & Zoning	
	1. Comprehensive Plan Update	
	Adjourn	
	Commissioner Tea	



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9:40 Planning & Zoning

1. Comprehensive Plan Update

Adjourn

Commissioner Tea

BOARD MEETING AS POSTED

BECKER COUNTY BOARD OF COMMISSIONERS

DATE: TUESDAY, November 21, 2023, at 8:15 am

LOCATION: Board Room, Courthouse

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

Agenda/Minutes:

1. Agenda – Motion and second to approve agenda with the addition of appointing the County Assessor to the Commissioners Appointments and adding Resolution 11-23-2L – LRIP Grant Support to Highway (Jepson, Okeson) carried.
2. Minutes – Moved and second to approve minutes of November 7, 2023, with the requested changes (Meyer, Jepson) carried.
3. Motion and second to approve the Consent Agenda and removing the Resolutions to vote on separately (Okeson, Meyer) carried.
4. Motion and second to approve Resolution 11-23-2I – Donation Acceptance from Betty Bigger (Okeson, Meyer) carried.
5. Motion and second to approve Resolution 11-23-2J – Act as Sponsor for the Northwoods Trail Reapers, Wolf Pack, ULTRA, and Midnite Riders Snowmobile Grants (Jepson, Meyer) carried.

Commissioners:

1. Bob Bjorklund – Bjorklund Compensation Consulting – Discussion on Classification and Compensation Plan.
2. Open Forum:
 - None
3. Reports and Correspondence: Reports were provided on the following meetings:
 - Commissioner Jepson – Human Services, EDA, Extension, Comprehensive Land Use Plan.
 - Commissioner Okeson – NACo Transportation, PLMSW.
 - Commissioner Meyer – Partnership 4 Health, Human Services, Courthouse.
 - Commissioner Nelson – Courthouse, Joint Powers, LARL.
 - Commissioner Vareberg – EDA, Safety.

4. Appointments:

- Motion and second to re-appoint Mike Foley and Lyle Hansen to the Cormorant Lakes Watershed District (Nelson, Okeson) carried.
- Motion and second to appoint Anthony Vigen starting December 1, 2023, as County Assessor to fill the remaining term thru December 31, 2024 due to a vacancy (Okeson, Meyer) carried.

County Administrator: presented by Pat Oman.

1. Report.

- Lakes Country Service Cooperative Election Ballot.
- CHIPS Advertisement.
- Coroner Advertised, still outstanding.
- Local Assistance and Tribal Consistency Fund Update.

2. Budget 2024 Update.

3. Legislative Platform - Ideas independent of AMC or MRC

- Reimbursement of sales tax paid on construction of highway building.

4. Sunnyside Care Center ECPN Application.

5. Commissioners Holiday Event. Flexible with date of event.

6. Special General Fund Update.

Auditor-Treasurer: presented by Mary Hendrickson and Nicole Ecker.

1. Motion and second to authorize finance to pay year end claims (Okeson, Vareberg) carried.
2. Motion and second to approve Resolution 11-23-2A – Accept Voter Grant in the amount of \$8,986.40 (Meyer, Jepson) carried.
3. Motion and second to approve Resolution 11-23-2B – Absentee Ballot Board for 2024 (Okeson, Jepson) carried.
4. Motion and second to approve Resolution 11-23-2C – Hiring of Election Judges for 2024 (Meyer, Jepson) carried.
5. Motion and second to approve Resolution 11-23-2H – Tax System Upgrade in the amount of \$446,960 from the Special General Fund (Okeson, Vareberg) carried.
6. Motion and second to approve Resolution 11-23-2K – Amend Resolution 10-21-1H (ERP and Agenda Software) to remove Tyler Technologies (Meyer, Jepson) carried.

Human Resources: presented by Carrie Smith.

1. Motion and second to approve Personnel Policy 7.6 - Working out of Classification addition (Okeson, Jepson) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve Software Purchase in the amount of \$35,761.50 (Okeson, Jepson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 11-23-2D– LRIP Grant Support – Cormorant Twp for improvements on East Lake Ida Lane (Okeson, Vareberg) carried.
2. Motion and second to approve Resolution 11-23-2E – LRIP Grant Support – Lakeview Twp for improvements on 130th Street and on 270th Ave (Okeson, Vareberg) carried.
3. Motion and second to approve Resolution 11-23-2F – Revocation of County Road 141 between Trunk Highway 34 and County State Aid Highway 25 to Detroit Twp (Okeson, Vareberg) carried.
4. Motion and second to approve Resolution 11-23-2G – LRIP Grant Support – City of Audubon for improvements on 3rd St and on Plover St (Okeson, Vareberg) carried.
5. Motion and second to approve Resolution 11-23-2L – LRIP Grant Support – Callaway Twp for improvements on 240th Avenue (Okeson, Vareberg) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Community Based Comprehensive Plan Update.
2. Notice – Spring Creek – Zoning Ordinance Public Hearing on November 30, 2023, at 6:00 p.m.

Being no further business, Chair Nelson adjourned the meeting at 10:14 am.

/s/

Pat Oman
County Administrator

/s/

Barry Nelson
Board Chair



BECKER COUNTY BOARD OF COMMISSIONERS

Finance Committee Meeting

Date: Monday, December 11, 2023 at 8:30 AM

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

Administrator

1. Report
2. Budget 2024
3. Authorization to purchase a replacement Fleet Vehicle

Auditor-Treasurer

1. Claims
2. October Cash Comparison, Sales Tax, Investment Summary
3. 2023 Becker County Audit Services Contract

Human Services

1. Claims Human Services, Public Health & Transit

Information Technology

1. Door Access Software ITS Gallagher Renewal

Sheriff

1. Grant Acceptance Approvals
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 - a) Resolution 12-23-1H - Retirement of K9 Cooper and Acceptance of Donations for new K9
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Adjourn

BECKER COUNTY CASH COMPARISON

FUND	October 2022	October 2023	% Change	September 2023
REVENUE FUND				
REVENUE FUND	\$ 10,850,592.87	\$ 11,745,297.93	8.25%	\$ 12,872,581.15
DESIGNATED				
GO BOND SERIES 2022A	1,396,380.43	(4,660,560.14)	-433.76%	(5,769,581.64)
LAW LIBRARY	52,362.72	19,048.10	-63.62%	21,426.41
ATTORNEY'S FORFEITURES	72,703.87	77,226.82	6.22%	77,226.82
RECORDERS EQUIPMENT	208,257.62	99,685.78	-52.13%	93,355.35
RECORDERS ENHANCEMENT	195,436.58	126,661.58	-35.19%	119,676.58
TRANSIT	267,247.40	249,701.31	-6.57%	212,501.42
TRANSIT LOCAL RESERVE	38,207.48	36,426.09	-4.66%	36,426.09
TOTAL REVENUE FUND	\$ 13,081,188.97	\$ 7,693,487.47	-41.19%	\$ 7,663,612.18
SPECIAL REVENUE FUNDS				
PUBLIC SAFETY	\$ 672,685.48	\$ 642,328.02	-4.51%	\$ 1,188,370.53
E-911	47,555.02	228,021.52	379.49%	213,266.93
ROAD AND BRIDGE	3,892,359.62	4,940,559.56	26.93%	4,225,077.24
HUMAN SERVICES	6,238,960.96	8,060,270.88	29.19%	8,798,182.22
RECREATION	695,022.84	628,565.12	-9.56%	631,011.20
AMERICAN RESCUE PLAN ACT	6,208,179.95	-	-100.00%	
RESOURCE DEVELOPMENT	1,017,936.56	950,440.35	-6.63%	953,419.56
ENVIRONMENTAL AFFAIRS	2,610,199.25	1,983,944.41	-23.99%	2,050,637.60
DEBT FUNDS	429,072.48	1,293,768.79	201.53%	1,284,413.60
DITCH FUND	1,406.76	1,406.76	0.00%	1,406.76
SUNNYSIDE CARE CENTER	1,769,279.32	2,192,753.90	23.93%	2,229,322.01
NATURAL RESOURCE MGT	339,823.85	341,091.12	0.37%	287,253.22
GRAVEL RESERVE	590,695.28	591,232.55	0.09%	631,213.37
OPIOID SETTLEMENT FUND	47,472.96	345,165.43	627.08%	345,165.43
LOCAL ASSISTANCE & TRIBAL CONSISTENCY FUND	-	83,593.59	100.00%	83,593.59
GENERAL - SPECIAL	239,890.78	3,765,771.29	1469.79%	3,953,443.79
TOTAL SPECIAL REVENUE FUNDS	\$ 24,800,541.11	\$ 26,048,913.29	5.03%	\$ 26,875,777.05
AGENCY FUNDS				
BCCI	\$ 183,071.95	\$ 216,666.09	18.35%	\$ 214,270.41
TAXES AND PENALTIES	18,426,083.39	20,136,979.78	9.29%	5,824,792.93
CLEARING FUNDS	415,516.11	614,757.41	47.95%	629,812.37
TOTAL AGENCY PASS THRU FUNDS	\$ 19,024,671.45	\$ 20,968,403.28	10.22%	\$ 6,668,875.71
TOTAL CASH & INVESTMENTS	\$ 56,906,401.53	\$ 54,710,804.04	-3.86%	\$ 41,208,264.94

Becker County Sales & Use Tax

2014					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	606,000.00	129,165.85	735,165.85	(31,350.71)	703,815.14
2015					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,925,000.00	199,199.05	2,124,199.05	(26,358.15)	2,097,840.90
2016					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	1,912,893.48	209,748.19	2,122,641.67	(27,908.63)	2,094,733.04
2017					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,172,000.00	233,642.63	2,405,642.63	(29,318.97)	2,376,323.66
2018					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,281,000.00	365,457.85	2,646,457.85	(33,661.93)	2,612,795.92
2019					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,452,000.00	222,944.01	2,674,944.01	(34,367.81)	2,640,576.20
2020					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,563,000.00	279,602.16	2,842,602.16	(36,985.03)	2,805,617.13
2021					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
	2,957,000.00	376,489.88	3,333,489.88	(38,856.08)	3,294,633.80
2022					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		26,322.11	26,322.11	(3,206.85)	23,115.26
December	199,000.00	28,767.41	227,767.41	(3,124.59)	224,642.82
January	253,000.00	23,429.20	276,429.20	(3,190.98)	273,238.22
February	186,000.00	34,258.66	220,258.66	(3,151.79)	217,106.87
March	180,000.00	78,789.49	258,789.49	(3,307.73)	255,481.76
April	250,000.00	27,268.10	277,268.10	(3,171.99)	274,096.11
May	235,000.00	23,415.74	258,415.74	(3,182.27)	255,233.47
June	296,000.00	90,036.19	386,036.19	(3,295.82)	382,740.37
July	365,000.00	37,071.45	402,071.45	(3,346.90)	398,724.55
August	324,000.00	62,472.05	386,472.05	(3,350.92)	383,121.13
September	353,000.00	27,199.87	380,199.87	(3,295.49)	376,904.38
October	314,000.00	26,015.02	340,015.02	(3,228.81)	336,786.21
November	275,000.00		275,000.00		275,000.00
	3,230,000.00	485,045.29	3,715,045.29	(38,854.14)	3,676,191.15
2023					
<u>Month</u>	<u>Receipt 1</u>	<u>Receipt 2</u>	<u>Total Receipts</u>	<u>Fees</u>	<u>Net Total</u>
November		25,992.00	25,992.00	(3,173.11)	22,818.89
December	235,000.00	34,023.52	269,023.52	(3,054.62)	265,968.90
January	251,000.00	24,252.98	275,252.98	(3,076.38)	272,176.60
February	214,000.00	34,982.77	248,982.77	(3,156.08)	245,826.69
March	198,000.00	24,856.10	222,856.10	(3,118.94)	219,737.16
April	231,000.00	32,779.63	263,779.63	(3,088.38)	260,691.25
May	244,000.00	21,709.12	265,709.12	(3,126.88)	262,582.24
June	358,000.00		358,000.00		358,000.00
July	406,000.00	39,763.41	445,763.41	(3,311.24)	442,452.17
August	357,000.00	20,525.95	377,525.95	(3,293.45)	374,232.50
September	387,000.00		387,000.00		387,000.00
October			-		-
November			-		-
	2,881,000.00	258,885.48	3,139,885.48	(28,399.08)	3,111,486.40
Grand Total	22,979,893.48	2,760,180.39	25,740,073.87	(326,060.53)	25,414,013.34

Please note that Receipt 1 is not receipted until the next month AND Receipt 2 is not receipted for two months

EX--December 2014 Receipt 1 in the IFS (Bank/Cash Comp) January 2015 and Receipt 2 in the IFS (Bank/Cash Comp) February 2015

Bolded amounts corresponds to Monthly-Cash Comp

**Becker County
Investment Analysis
October 31, 2023**

Bank or Institution		Investment Number	Interest Rate	Yield Rate	Maturity Date	Book Value(Cost)	Fair Market Value
<u>American National Bank</u>							
ANB CD	American Natl	23-06	3.940%	3.940%	4/10/24	245,000.00	245,000.00
<u>Community Development Bank of Ogema</u>							
CDB CD	CDBoO	09-13	4.500%	4.500%	6/17/24	500,000.00	500,000.00
CDB CD	CDBoO	13-1	1.900%	1.900%	2/15/24	425,000.00	425,000.00
<u>Midwest bank</u>							
MW CD	Midwest	0-39	2.480%	2.480%	12/8/23	96,000.00	96,000.00
MW CD	Midwest CDARS	10-09	4.450%	4.450%	7/6/24	1,000,000.00	1,000,000.00
<u>State Bank of Lake Park</u>							
SBLP CD	State Bank of LP	01-39	4.000%	4.000%	9/30/24	149,869.03	149,869.03
<u>United Community Bank of Frazee</u>							
UCB CD	UCBoF	23-07	3.710%	3.710%	5/3/25	200,064.30	200,064.30
<u>Raymond James</u>							
MK Lake Park-Audubon MN GO		11-6	5.375%	3.652%	2/1/26	500,000.00	500,905.00
MK Connecticut St Taxable Go Bond		20-14	3.310%	3.310%	1/15/26	564,114.72	478,660.00
MK CD	Montgomery Cnty MD Rev Taxable Ref Bds 202	21-06	1.000%	1.000%	4/1/25	303,945.00	281,796.00
MK CD	Bridgewater Bk Bloomington, MN	20-15	0.350%	0.350%	9/1/24	114,000.00	108,695.58
MK CD	Alcoa Tenn Taxable Bds 2021 B	21-02	0.820%	0.820%	3/1/26	244,054.30	220,345.65
MK FHLB	Federal Home Loan Bank	22-02	4.000%	4.000%	6/29/26	500,000.00	484,235.00
MK CD	Discover Bank Greenwood, DE	22-07	4.850%	4.850%	11/9/26	244,000.00	241,789.36
MK FHLB	Federal Home Loan Bank	23-03	4.240%	4.240%	2/17/28	250,000.00	239,227.50
MK CD	CIBC Bank USA Chicago, IL	23-04	4.950%	4.950%	3/24/26	225,000.00	222,383.25
MK CD	First St Bk of Dequeen Dequeen	23-06	4.600%	4.600%	7/7/26	100,000.00	98,191.00
MK CD	HAPO Community Credit UN	23-07	5.250%	5.250%	2/27/26	240,000.00	238,644.00
<u>Wells Fargo Advisors (Formerly Wachovia Securities)</u>							
WFA FFCBB	Federal Farm Credit Bank Bonds	20-18	0.310%	0.310%	11/30/23	500,012.92	497,970.00
WFA FHLBMSUCP	Federal Home Loan Bank Multi Step Up Cpn Bor	21-03	0.500%	0.500%	3/16/26	455,000.00	414,136.45
WFA CD	Texas Exchange Bk SSB CD	21-01	0.300%	0.300%	2/5/24	245,000.00	241,729.25
WFA CD	BMW Bk North America CD	21-04	0.300%	0.300%	5/14/24	245,000.00	383,336.00
WFA CD	New York Cmnty Bk CD	21-05	0.350%	0.350%	6/3/24	225,000.00	218,299.50
WFA CD	Goldman Sachs BK USA CD	21-07	1.000%	1.000%	8/8/26	215,000.00	191,350.00
WFA CD	UBS Bank USA CD	21-08	0.550%	0.550%	8/26/24	245,000.00	234,955.00
WFA CD	State Bank India	21-09	0.450%	0.450%	10/30/23	245,000.00	243,975.90
WFA CD	Synchrony Bank CD	23-08	5.050%	5.050%	10/27/26	245,000.00	244,081.25
WFA CD	JP Morgan Chase Bk NA CD	22-01	1.100%	1.100%	1/31/25	245,000.00	231,527.45
WFA BOND	US Treasury Notes	22-03	2.750%	2.750%	4/30/27	326,476.93	307,517.10
WFA CD	City Natl Bk - Bev Hi CD	23-01	4.350%	4.350%	1/26/26	245,000.00	238,931.35
WFA BOND	Federal Home Loan Bank Bonds SER 00001	23-02	5.000%	5.000%	1/26/24	2,000,000.00	1,997,280.00
WFA BOND	US Treasury Bill	23-09	5.199%	5.199%	4/30/24	1,133,023.48	1,131,623.00

Total Pooled Investments - Securities

12,470,560.68 12,307,517.92

Summary of Investments by Type		
	Book Value	Fair Value
CD's	4,937,987.63	4,974,167.87
CDARS	1,000,000.00	1,000,000.00
Jumbo CDs		
Local Gov Issues	500,000.00	500,905.00
Govt. Securities	868,059.72	760,456.00
Treasury	3,459,500.41	3,436,420.10
FNMA	0.00	0.00
FHLBMSUCP	455,000.00	414,136.45
FFCBB	500,012.92	497,970.00
FHLB	750,000.00	723,462.50
Totals	12,470,560.68	12,307,517.92

Investment Summary by Fund		
Revenue Fund	12,470,560.68	12,307,517.92
	12,470,560.68	12,307,517.92
Fair Market Value Adjustment		(163,042.76)



Statement of Work - Audit Services

November 1, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated November 11, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Becker County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2023.

Miranda Wendlandt, CPA, CFE is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Becker County, and the related notes to the financial statements as of and for the year ended December 31, 2023.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis.
- Budgetary comparison schedules.
- GASB-required supplementary pension and OPEB schedules.

The supplementary information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information.

Schedule of expenditures of federal awards

Combining and individual fund statements and schedules

Schedule of intergovernmental revenues

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of schedule of federal awards.
- Preparation of the adjusting journal entries.
- Preparation of the Data Collection Form.
- Assistance with implementing new accounting standards.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will perform procedures on the financial information of Sunnyside Care Facility (or request other auditors to perform procedures on the financial information of Sunnyside Care Facility) to enable us to express our opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than

RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

We will make reference to Wipfli LLP's audit of Sunnyside Care Facility in our report on your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Counties.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the financial statements which includes the introductory section and that your annual report will be issued by September 30, 2024. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition
- Completeness of fixed asset additions
- Limited Segregation of Duties

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant

accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report

thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to

review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit - fee includes 2 major programs, additional programs billed based on complexity of the program ranging from \$4,500-6,500/program	\$72,500
Implementation of the New Risk Auditing Standards which includes an increase in information technology testing	\$3,500
Preparation of the financial statements	\$7,750
SBITAs audit resource fee	\$1,500
Additional audit testing for GASB 96 SBITAs (1-25 agreements)	\$150-285/hour based on time incurred
Total	

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new

or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of Becker County.

CLA

ORG: CLA

NAME: Miranda Wendlandt

TITLE: Principal

SIGN: *Miranda Wendlandt*

DATE: 11/14/2023

Client

ORG: _____

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____

ORG: _____

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____



BECKER COUNTY

IT Department

915 Lake Avenue • Detroit Lakes, MN 56501

218-846-7230

MEMORANDUM FOR ACTION

December 12, 2023

SUBJECT: ITS/Gallagher Renewal

THROUGH: IT Department, Courthouse committee and Finance

TO: Becker County Commission

Reference: ITS Renewal Proposal

1. Discussion: Every Three years, Becker County IT department renews maintenance and support for Gallagher Command Center which is the server environment that runs the door access for Becker County

Part	Description	Qty	Column2	Rate	Total
2A9818	Command Centre License	1		661.44	661.44
2A8571	Mobile Connect Credential - SMA Customers, per annum (3 Years)	25		9.75	243.75
2A8944	Door License (per door) - SMA (3 Years)	56		90.48	5,066.88
2A8156	Workstation License (per workstation) - SMA (3 Years)	1		449.28	449.28
2A8164	Photo ID & Encoding License - SMA (3 Years)	1		1,007.76	1,007.76
	Gallagher Certified Labor Rate - 2 Hours Per Year	1		930.00	930.00
Total					\$8,359.11

2. Funding – this was planned in the IT budget for 2024
3. Action – approve the renewal.
4. The point of contact for this is Judy Dodd, IT Director, 218-846-7230 X7332



MOTOROLA SOLUTIONS

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

SERVICE AGREEMENT

Quote Number : QUOTE-2312702
Contract Number: USC000002901
Contract Modifier: R02-SEP-23 11:19:05

Date:09/02/2023

Company Name: BECKER COUNTY SHERIFF DEPT

Attn:

Billing Address: 925 LAKE AVE

City, State, Zip: DETROIT LAKES , MN, 56501

Customer Contact: Shane Richard

Phone: 218-847-2661

Required P.O. :

PO # :

Customer # :1012008323

Bill to Tag # :

Contract Start Date :01-Jan-2024

Contract End Date :31-Dec-2024

Payment Cycle :IMMEDIATE

MODEL/OPTION	SERVICES DESCRIPTION		
LSV01S01107A	ESSENTIAL PLUS PACKAGE <u>Included Services:</u> -NETWORK HARDWARE REPAIR W/ ADV REPLACEMENT -DISPATCH -ONSITE SUPPORT -PREVENTIVE MAINTENANCE -TECHNICAL SUPPORT*** -SECURITY UPDATE SERVICE*** <u>Covered Systems/Products:</u> -Dispatch System ID SZ740F6D54 -MCC7500 Console - Qty: 4		
SVC01SVC1103C	NETWORK EVENT MONITORING -Dispatch System ID SZ740F6D54		
SPECIAL INSTRUCTIONS: ***Customer is part of the ARMER System. Special taxation terms apply. Customer receives Technical Support, SUA, and SUS under the terms and conditions of Minnesota State Support Contract, D.O.A.Contract No. 104183 (formerly Contract No. 16494), Release No. S-914(5) (R12#USC000007373).	Subtotal - Recurring Services	\$1,147.99	\$13,775.87
	Subtotal - One-Time Event Services	\$0.00	\$0.00
	Total	\$1,147.99	\$13,775.87
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		



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

SERVICE AGREEMENT

Quote Number : QUOTE-2312702
Contract Number: USC000002901
Contract Modifier: R02-SEP-23 11:19:05

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	#_____
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	#_____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# ¹ _____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

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

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Faith DeMoss
MOTOROLA REPRESENTATIVE(SIGNATURE)

Associate Customer Support Manager
TITLE

10/16/2023
DATE



SERVICE AGREEMENT

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

Quote Number : QUOTE-2312702
Contract Number: USC000002901
Contract Modifier: R02-SEP-23 11:19:05

Faith DeMoss

8724001119

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : BECKER COUNTY SHERIFF DEPT
Contract Number : USC000002901
Contract Modifier : R02-SEP-23 11:19:05
Contract Start Date : 01-Jan-2024
Contract End Date : 31-Dec-2024



SERVICE AGREEMENT

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

Quote Number : QUOTE-2312702
Contract Number: USC000002901
Contract Modifier: R02-SEP-23 11:19:05

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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



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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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



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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



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

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

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

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

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

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

Revised Sept 03, 2022



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

Quote Number : QUOTE-2312702
Contract Number: USC000002901
Contract Modifier: R02-SEP-23 11:19:05

Cybersecurity Online Terms Acknowledgement

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

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

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

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

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

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

Revised Sept 03, 2022



OnSolve LLC
PO Box 945672
Atlanta, GA, US 30394-5672
877-698-3262

Invoice

15295842

01/01/24

Bill To
Becker County, MN
915 Lake Avenue
Detroit Lakes MN 56501
US

Ship To
Becker County, MN
915 Lake Avenue
Detroit Lakes MN 56501
US

PLEASE NOTE OUR NEW PAYMENT ADDRESS LISTED ON THE BOTTOM OF THIS INVOICE

Invoice Date	Terms	Due Date	Sales Rep	Customer ID	PO #
01/01/2024	Net 30	01/31/2024	Whiting, Heather	18215	

Item	Start Date	End Date	Quantity	Rate *	Amount
CODE-Foreign Language Message Translation CodeRED Foreign Language Message Translation - Quantity of 3 End User 18215 Becker County, MN	01/01/2024	12/31/2024	1.0	\$300.00	\$300.00
CODE-IPAWS CodeRED IPAWS Integration End User 18215 Becker County, MN	01/01/2024	12/31/2024	1.0	\$1,200.00	\$1,200.00
CODE-Text To Keyword CodeRED Text To Keyword End User 18215 Becker County, MN	01/01/2024	12/31/2024	1.0	\$2,500.00	\$2,500.00
CODE-Unlimited Pkg CodeRED Standard Unlimited Package End User 18215 Becker County, MN	01/01/2024	12/31/2024	1.0	\$18,314.00	\$18,314.00

Subtotal	\$22,314.00
Tax (0%)	\$0.00
Total	\$22,314.00
Amount Paid/ Credited	\$0.00
Amount Due	\$22,314.00

* The fees shown above have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The total for this invoice was calculated using the actual price, rather than the rate displayed above, and is the true and correct total for this invoice.

EMAIL: ar@onsolve.com

Bank/Wire Information:

Wells Fargo Bank
Account Name: OnSolve, LLC
Routing: 063107513 (ACH) / 121000248 (Wires)
Account Number: 5231692129
SWIFT Code: WFBUS6S

Sales Rep: Whiting, Heather

Remittance Slip

Customer: 18215 Becker County, MN
Invoice #: 15295842
Amount Due (USD): \$22,314.00
Amount Paid: \$0.00

Please Remit Check Payment To:

OnSolve, LLC
PO Box 945672
Atlanta GA 30394-5672

If you have any questions about this invoice, message us through the portal or email: AR@OnSolve.com

2024 Becker County Budget Development Timeline

Date(s)	Objective(s)
6/6/2023 & 6/20/2023	Board Meetings – Legislative Update, Survey Analysis and Benchmarking
06/26/2023	Budget Worksheets to Department Heads
06/26/2023 – 07/17/2023	Department Heads Complete Preliminary Budget
07/17/2023 -08/01/2023	Department Head / County Administrator – Budget Review, Discussion
08/4/2023	Revised Budget(s) Due from Dept. Heads
08/7/2023-9/11/2023	Department Committees Review
9/1/2023, 9/18/2023	Finance Committee Review
9/19/2023	County Board Meeting to Review Budget, Set Preliminary Maximum Levy
9/19/2023 – 12/14/2023	County Board / Department Head / County Administrator – Budget Review
12/14/2023	County Board Meeting to Hold Public Budget Hearing / SMART Hearing
12/19/2023	County Board Meeting to Adopt Final Budget, Levy



Becker County Board of Commissioners

PUBLIC HEARING

2024 County Budget

County Highway Five-year Plan (2024-2028)

2024 SMART Sales Tax Appropriation Plan

Date: Thursday, December 14, 2023, at 6:01 p.m.

Location: Board Room — First Floor - Courthouse
915 Lake Avenue, Detroit Lakes, MN

6:01 p.m. Open Meeting

1. Pledge of Allegiance
2. Public Comment
 - a) 2024 Truth in Taxation Presentation
 - b) County Highway Five-year Plan (2024-2028)
 - c) 2024 SMART (Safe, Multi-Model, Active, Responsible Transportation)
Sales Tax Appropriation Plan (sales tax for transportation)

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 12-23-1A

MnDOT Detour Agreement

IT IS RESOLVED, that Becker County enter into MnDOT Agreement No. 1054797 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 48 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 34 from 835 feet east of Becker County Road 26 to 1,373 feet west of Western Avenue South in Park Rapids under State Project No. 2901-21 (T.H. 34 = 34).

IT IS FURTHER RESOLVED, that the Chairperson of the County Board of Commissioners and the County Engineer are hereby authorized and directed, on behalf of Becker County, to execute the Agreement and any amendments to the Agreement.

Duly adopted this 12th day of December 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
BECKER COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 34 Detour**

State Project Number (S.P.):	<u>0303-67</u>	Original Amount Encumbered
State Project Number (S.P.):	<u>2901-21</u>	<u>\$15,701.00</u>
Trunk Highway Number (T.H.):	<u>34=34</u>	
Federal Project Number:	<u>NHPP 0034(102)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Becker County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform grading, bituminous mill, full depth reclamation, bituminous surfacing, and ADA improvements construction upon, along, and adjacent to Trunk Highway No. 34 from 835 feet east of Becker County Road 26 to 1,373 feet west of Western Avenue South in Park Rapids under State Project No. 2901-21 (T.H. 34 = 34); and
2. The State requires a detour to carry T.H. 34 traffic on County State Aid Highway (C.S.A.H.) No. 48 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. **Location.** The State will establish the T.H. 34 detour route on the following County road as detailed in the project plans or Special Provisions:
Stage 2 – C.S.A.H. 48 for a total distance of 6.96 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- C. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route.
- D. Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. Basis of State Cost (Road Life Consumed). The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. For Road Life Consumed. \$8,358.34 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 48 - Stage 2	0.00513	4,020	6.96	105	\$15,701.00

Road Life Consumed Amount: \$15,701.00

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. Maximum Obligation. \$40,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. Conditions of Payment. The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 34 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Trudy Kordosky, District Traffic Engineer (or successor)
 Address: 1000 Highway 10 West, Detroit Lakes, MN 56501
 Telephone: 218-849-6247
 E-Mail: trudy.kordosky@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Jim Olson, Becker County Engineer (or successor)
 Address: 200 East State Street Detroit Lakes, MN 56501
 Telephone: 218-846-7200 (Ext. 4106)
 E-Mail: jim.olson@co.becker.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

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

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000727716

BECKER COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

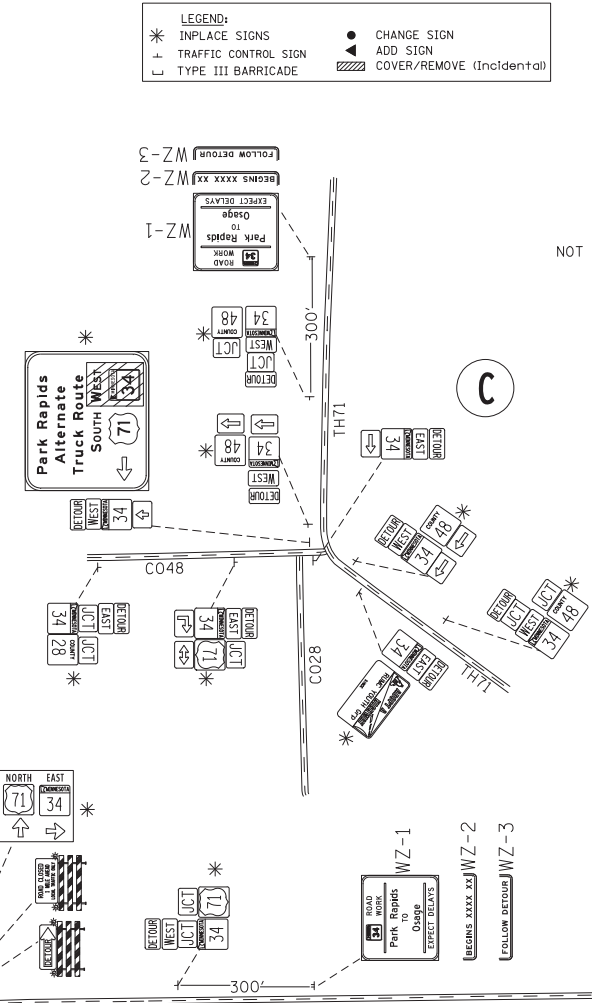
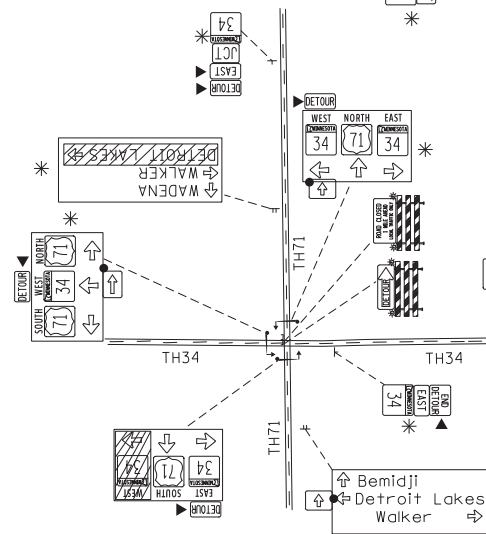
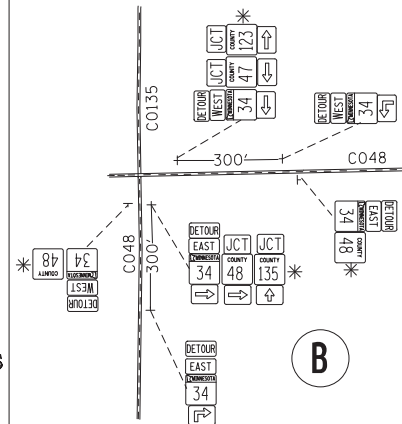
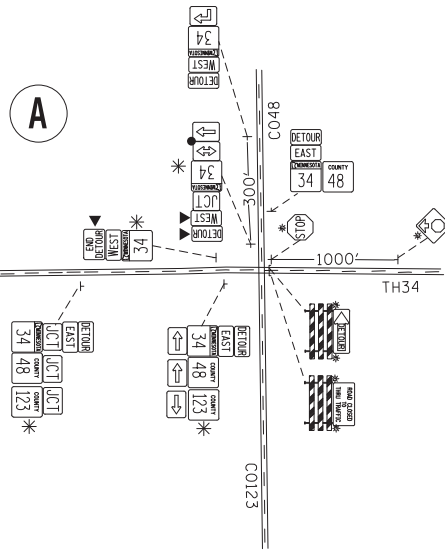
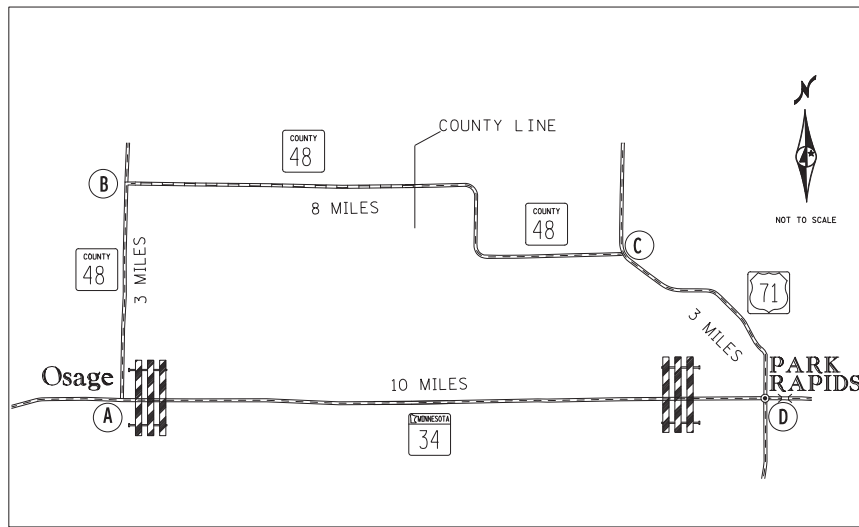
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.



- LEGEND:
- * INPLACE SIGNS
 - + TRAFFIC CONTROL SIGN
 - TYPE III BARRICADE
 - CHANGE SIGN
 - ADD SIGN
 - COVER/REMOVE (Incidental)



DETOURS

DRAWN BY: DM

CHECKED BY: NB

CERTIFIED BY Trudy A. Kordosky LIC. NO. 41268 DATE 7/7/2023

STATE PROJ. NO. 0303-67 (TH34)

SHEET NO. TC6 OF TC8 SHEETS

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and **Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes MN 56501** ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 Expiration date:

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is MANDATORY.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for

maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to \$ 6,783.00 in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and \$ 6,783.00 in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 13,566.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted before June 30, 2025.

Invoices for state fiscal year 2025 must be submitted before June 30, 2026.

Only submit ONE invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 6,783.00** prior to July 1, 2024.

Eligible reimbursement costs may not exceed **\$ 6,783.00** prior to July 1, 2025.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Deputy Nicholas Daniel, 925 Lake Avenue, Detroit Lakes MN 56501, 218.847.2661, nicholas.daniel@co.becker.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant

contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.4 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers **may be used in the enforcement** of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Pamela D. Brisson Digitally signed by
Pamela D. Brisson
Date: 2023.11.13
08:09:53 -06'00'

Date: 11/13/2023

SWIFT Contract/PO No(s). 238533 / 3-242432

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 12-23-1B
OFF HIGHWAY VEHICLE (OHV) ENFORCEMENT GRANT
(July 1, 2023 – June 30, 2025)

WHEREAS, an agreement between the Department of Natural Resources, Division of Enforcement and Becker County is proposed; and

WHEREAS, the County will be reimbursed up to \$6,783.00 in state fiscal year 2024 and \$6,783.00 in fiscal year 2025 (\$13,566.00) for enforcement of off highway vehicle laws, rules and regulations, as defined in the agreement; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, authorizes the County Sheriff to execute the agreement and authorizes the Board Chair and County Administrator to sign on behalf of Becker County; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Becker County, Minnesota, approve the agreement effective July 1, 2023 or the date the State obtains all required signatures pursuant to MN Statute 16B.98, Subd. 5, whichever occurs later, and shall remain in effect until June 30, 2025, or until all obligations set forth in the Grant Agreement have been satisfactorily fulfilled, whichever occurs first.

Duly adopted this 12th day of December 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman

 Pat Oman
 County Administrator

/s/ Barry Nelson

 Barry Nelson
 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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

STATE OF MINNESOTA

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes MN 56501 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803 and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile rules and regulations, as well as holding staff training in the same, and providing local youth training classes in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 *Expiration date:*

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract:

8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through

Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible

Snowmobile Safety Enforcement Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.
- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to **\$ 5,789.00** in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and **\$ 5,789.00** in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 11,578.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted **before June 30, 2025**. Invoices for state fiscal year 2025 must be submitted before **June 30, 2026**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 5,789.00 prior to July 1, 2024.**

Eligible reimbursement costs may not exceed **\$ 5,789.00 prior to July 1, 2025.**

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Deputy Nicholas Daniel, 925 Lake Avenue, Detroit Lakes MN 56501, 218.847.2661, nicholas.daniel@co.becker.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.4 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b)** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c)** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Pamela D. Brisson**
Digitally signed by Pamela D. Brisson
Date: 2023.11.20 12:47:56 -06'00'
Date: 11/20/2023

SWIFT Contract/PO No(s). 239504 / 3-243677

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

**Agency
Grantee
State's Authorized Representative**

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 12-23-1C

2023-2025 SNOWMOBILE SAFETY ENFORCEMENT GRANT

WHEREAS, an agreement between the State of Minnesota, acting through the Commissioner of Natural Resources and Becker County Sheriff's Office is proposed; and

WHEREAS, the effective date of this agreement is July 1, 2023 or the date the State obtains all required signatures under Minn. Stat. 16B.98, Subd. 5, whichever is later, and expires June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first; and

WHEREAS, the County will receive \$5,789.00 per Fiscal Year for enforcement of laws, rules and regulations as defined in the agreement. Becker County will be reimbursed up to \$5,789.00 in state fiscal year 2024 for expenses incurred between the effective date of the grant and June 30, 2024 and up to \$5,789.00 in fiscal year 2025 from expenses incurred between July 1, 2024 and June 30, 2025, as determined by the grant funding formula.

NOW THEREFORE BE IT RESOLVED, That the Board of County Commissioners of Becker County, Minnesota authorize the County Sheriff to execute the agreement and authorizes the Board Chair and the County Administrator to sign the agreement on behalf of Becker County.

Duly adopted this 12th day of December 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman

Pat Oman
County Administrator

/s/ Barry Nelson

Barry Nelson
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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 12-23-1D

DWI/TRAFFIC SAFETY OFFICER GRANT

WHEREAS, there is a need to apply for the DWI/Traffic Safety Officer grant between the MN Department of Public Safety (DPS) and Office of Traffic Safety (OTS) and Becker County Sheriff's Office;

WHEREAS, there is a need to have additional Traffic Safety Enforcement in Becker County through the above stated grant;

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, authorizes the Becker County Sheriff to apply for DWI/Traffic Safety Officer grant due December 15, 2023 between the MN Department of Public Safety (DPS) and Office of Traffic Safety (OTS) and Becker County Sheriff's Office.

Duly adopted this 12th day of December 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/	Barry Nelson
	Barry Nelson
	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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

AMENDMENT #12 TO THE FOOD SERVICE MANAGEMENT AGREEMENT

This Amendment is made and entered into by and between Becker County, Minnesota ("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 with pricing adjustment the partnership; 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, 2024.
2. **Price.** Company shall charge and Client shall pay:

Population	Current Price	CPI %	New Price
0-30	5.835	6%	6.185
31-40	4.675	6%	4.955
41-50	3.951	6%	4.188
51-60	3.507	6%	3.717
61-70	3.111	6%	3.297
71-80	3.064	6%	3.247
81-90	2.827	6%	2.996
91-100	2.804	6%	2.972
101-110	2.757	6%	2.922
111-120	2.602	6%	2.758

3. **Payment Method.** Payment method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties.
4. **Future Pricing.** Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
5. **Change in Conditions.** 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; 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. 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.

6. **Payments Due Dates, Method and Late Payment Penalty.** Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

This Amendment is effective as of January 1, 2024. 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: _____

Brittany Mayer-Schuler

President

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 12-23-1E
AMENDMENT NUMBER TWEELEVE
TO THE FOOD SERVICE MANAGEMENT AGREEMENT

WHEREAS, This Amendment Number Nine is made by and between the County of Becker, Minnesota, whose address is 925 Lake Avenue, Detroit Lakes, MN 56501 (hereinafter referred to as “Client”), and Summit Food Service, a Minnesota limited liability company, with offices located at 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to as “Summit”)

WHEREAS, Client and Summit have entered into that certain Food Service Management Agreement (the “Agreement”), effective January 1, 2011, as amended;

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

NOW THEREFORE BE IT RESOLVED. The parties intending to be legally bound hereby, mutually agree as follows:

1. Term of Agreement

This Agreement shall be extended for one-year (1) period commencing January 1, 2024 and ending December 31, 2024 (the “Term”), as allowed per the terms of the original Agreement.

2. Pricing

Pricing shall be adjusted to the following rates effective January 1, 2024 as provided for in the original Agreement:

Number of Inmates	Price Per Meal
0 - 30	\$6.185
31 - 40	\$4.955
41 - 50	\$4.188
51 – 60	\$3.717
61 – 70	\$3.297
71 – 80	\$3.247
81 – 90	\$2.996
91 – 100	\$2.972
101 – 110	\$2.922
111 – 120	\$2.758

This Amendment Number Twelve is effective as of January 1, 2024. 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.

Duly adopted this 12th day of December 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

*** This Handbook May Not Be Reproduced In Any Part Without Consent of Team Commander as it has tactics related to the safety of Deputy's assigned to SWAT***

- Note * **In order to protect the physical safety of SWAT members and ensure the effectiveness of tactical operations during high risk incidents, SWAT Operations, plans, and capabilities will be considered confidential.** This tactical planning guide will be reviewed and updated once annually and will be approved by the Sheriff of Hubbard, Sheriff of Wadena, Sheriff of Becker, Police Chief of Wadena, Police Chief of Staples, Police Chief of Park Rapids and any agency providing officers to the team.

_____ **2022** _____ 2023 _____ 2024 _____ 2025 _____ 2026

The signing of this document serves as a mutual aid agreement in regard to interagency cooperation by providing manpower to staff the multi-agency S.W.A.T. team. MN Statute 626.76 and MN Statute 471.59 allows for inter-agency cooperation. This agreement allows peace officers from each of the signing law enforcement agencies to assist other law enforcement agencies primarily in the Counties of Hubbard, Becker, Wadena and City's within with police protection when requested for the purposes of S.W.A.T. related deployments or large-scale events. This agreement will also allow member agency officers who are assigned to S.W.A.T. to be utilized to assist other S.W.A.T. teams throughout the state if requested to do so. This agreement will provide for a more efficient utilization of police services and resources; enhance cooperation between the agencies; provide for a more timely and effective response to calls for police assistance; and provide adequate manpower levels of highly trained law enforcement officers to resolve crisis or high-risk situations. This agreement is voluntary by the agencies. This agreement takes effect upon signing.

By signing this document, it has been determined that it is in the public interest and of mutual advantage to enter into an agreement for the provision of inter-agency police service. The parties agree that individual agencies will be responsible for compensation to their officers for their officer's time during activation and training. Individual member agencies will be responsible to supply for their assigned officers non-team issued personal protective equipment, which is listed in this tactical planning guide. This agreement also allows the S.W.A.T. commander to guide the direction of the team, to include training, training locations, expenditures of the S.W.A.T. budget, selection and removal of team members. Individual agencies will be responsible for injury or workman's compensation issues for their assigned officer to the team. Individual agencies will be responsible to provide liability insurance on their assigned officers.

This tactical planning guide is established by the S.W.A.T. Team Commanders to provide the team operators with reference material while working in the unpredictable environment of a police tactical operation, to help keep the actions of the team member's uniform. This guide is to be considered a "living document;" with successes and failures in training, on missions and as research in tactical operations continues, the team's command staff will continually update and revise this guide. The material set forth here is not meant to limit an individual operator's options during an operation, in fact, operators at every level are expected to rely on their expertise and experience to make judgment calls and to improvise as necessary to adapt and overcome obstacles as they present themselves during a mission. Operators should think of this guide in two ways: first, as a tool kit from which they may draw from to accomplish larger mission goals, and second, as a general template outlining overall objectives for a mission, the details of which they will be expected to fill in during the planning and execution phases of a mission.

Sheriff Hubbard County _____ Date _____ Sheriff Wadena County _____ Date _____ Sheriff Becker County _____ Date _____

Chief of Police Park Rapids Police _____ Chief of Wadena Police _____ Date _____ Chief of Staples Police _____ Date _____

12/4/2023

K9 Cooper will be retiring at the end of 2023, K9 Cooper has done an amazing job for Becker County and surrounding areas. K9 Cooper started patrol in the spring of 2016 with his first success in July of 2016 where an individual ran in a many hundred-acre corn field. K9 Cooper tracked the individual, and he was taken into custody.

K9 Cooper took first place in Narcotics in 2017 and has continued to succeed in multiple areas, primarily in tracking fleeing individuals. K9 Cooper has also been called upon for tracking lost individuals. Several tracks of individuals were successful not related to criminal activity.

K9 Cooper has approximately 85 deployments, approximately 75 people in custody because of the assistance of K9 Cooper. K9 Cooper's largest drug find is one pound of methamphetamine. Countless other narcotic finds on traffic stops and residence searches. K9 Cooper has located three individuals that fled from a stolen vehicle at one time. K9 Cooper also located five individuals in the attic of a residence to name a few successful incidents.

On 11/24/2017 which is one of K9 Coopers most memorable track and apprehension to date. K9 Cooper and I were called to assist with a fleeing suspect. Multiple pounds of narcotics were in the vehicle that was being chased and eventually ended up crashing into trees on a trail in rural Becker County. The track was already 30 minutes old, K9 Cooper and his handler, Deputy Cody Bouchie began a track for the suspect which lasted approximately 2.5 hours and was approximately 7 miles in length. K9 Cooper tracked through swamps, heavy brush, open fields, and trails which eventually led to the suspect hiding behind a downed tree. The suspect was taken into custody and was held accountable for his actions.

K9 Cooper's service to the County and surrounding area has kept an unknown number of residents safe in their home because he has been able to locate, and we are able to get the individual in custody. If K9 Cooper and human partners would not have been able to get those individuals in custody, it's unknown how many would have broken into a residence to continue to flee and take the occupants hostage or burglarize their residence.

K9 Cooper has visited many schools and been pet by hundreds of kids. K9 Cooper is a very loving dog and will be transitioning to retirement soon.

From a recent vet visit, arthritis has been found in both back hips and his front wrist. K9 Cooper is not quite as energetic as he used to be. K9 Cooper will enjoy his retirement at home with another dog and his five human family members.

Many thanks to the administration at the Sheriff's Office for encouraging and supporting the K9 Program. A big thank you to the community for supporting the K9 program, without support from all aspects it would not have been possible.

Thank you,

Cody Bouchie

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 12-23-1H

RETIREMENT OF SHERIFF'S K9 COOPER & REQUEST OF NEW K9 TEAM

WHEREAS, whenever any elected official has any personal property belonging to the county under his/her jurisdiction or control which, in his/her judgment, is of no further use to the county, he may, with the consent of the Board of County Commissioners, have the property declared as surplus and dispose of the property through sale or other means;

WHEREAS, to reference the MN Statute Sec. 16B.2975 Subdivision 8 SURPLUS PROPERTY ACQUISITION, DISTRIBUTION, AND DISPOSAL;

WHEREAS, the Becker County Sheriff's Office has in possession one (1) trained law enforcement canine by the name of Cooper. Due to K9 Cooper's health issues, he is no longer able to perform law enforcement duties. His retirement date will be December 31, 2023;

WHEREAS, the former handler of K9 Cooper, Deputy Cody Bouchie, has indicated a willingness to assume full responsibility, and is uniquely qualified to care for K9 Cooper;

WHEREAS, K9 Cooper has no value as law enforcement or county property;

WHEREAS, there is a now a need for a K9 team, to include an assigned deputy, in Becker County at the Becker County Sheriff's Office;

WHEREAS, like prior, there is a need to accept donations to offset the cost of the purchase of a K9 and training for the K9 team in 2024; and

NOW, THEREFORE, BE IT RESOLVED that K9 Cooper shall be retired from the Becker County Sheriff's Office and, in the best interests of his health and well-being he shall live out his retirement as a pet in consideration of his loyal service to Becker County with his handler, Deputy Cody Bouchie. The Becker County Board of Commissioners also approves the above stated K9 donations effective December 12, 2023, and the purchase of a K9 and training for the K9 team.

Duly adopted this 12th day of December, 2023, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ _____ Pat Oman
Pat Oman
County Administrator

/s/ _____ Barry Nelson
Barry Nelson
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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

10/04/2023

To who it may concern:

This is an estimate given to Becker County for their Command Post.

To paint bottom half white: \$6,900

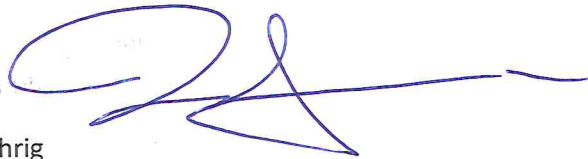
To paint bottom half black: \$7,350

To do a complete paint job: \$14,500

Any questions or concerns, please reach out

Thanks

Jason Gehrig



Proposal

A1A SANDBLAST CO.

12387 340th Street

Menahga, MN 56464

Bus (218) 564-6789 or (800) 79-BLAST

Fax (218) 564-5881

Proposal Submitted To	Becker County Sheriff's Office Att: A. Douglas	Sept. 14, 2023
Address	925 Lake Avenue	Phone 218-847-2661
	Detroit, MN 56501	Date of Job
Job Name	Command Post Truck	Contact
Location	Same as above	Contact Phone

We hereby submit our proposal to furnish labor and material to sandblast or strip, prime and paint Command Post truck for the sum of -----\$15,000.00
Color to be white.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: Fifteen Thousand Dollars and no/100 Dollars

To be paid upon completion of project.

Note: This proposal may be withdrawn by us if not accepted within ___ days.

Authorized
Signature _____

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____

Date _____

Eco Sandblasting and Painting
55781 St Hwy 87
Menahga, MN 56464
+1 7015401818
ecosandblast@gmail.com

Estimate

ADDRESS
Adam Douglas

SHIP TO
Adam Douglas

ESTIMATE #	DATE	
2195	11/27/2023	

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Coating	Prep mobile command center Sandblasting/sanding. Paint white, 1 @ \$10,000.00	10,000.00
	Coating	Black color will be a upcharge of 1000\$, 1 @ \$1,000.00	1,000.00
SUBTOTAL			11,000.00
TAX			0.00
TOTAL			\$11,000.00

Accepted By

Accepted Date



55 North Third St.
 Fargo, ND 58102
 Phone #: 701.293.9561
 Fax #: 701.241.6725

QUOTATION

Page 1

205016658

Bill To:

Becker County Sheriff
 P.O. Box 702
 925 Lake Ave
 Detroit Lakes, MN 56501

Ship To:

Becker County Sheriff
 P.O. Box 702
 925 Lake Ave
 Detroit Lakes, MN 56501

Attn: Shane Richards
 218-847-2661

Date: 11/14/2023		Customer Rep: Trista Walla		Terms: Due Upon Receipt	
Qty	Item	Description	Unit Price	Extended	
1	AAM28JQN9WA1 N-P	XPR 5550E 136-174M 45W GOB GNSS CFS BT/W Package	1174.00	1174.00	
1	AAM28JQN9WA1 N	XPR 5550E 136-174M 45W GOB GNSS CFS BT/W	00.00	00.00	
1	STDBKT0511+AA	STANDARD BRACKET	00.00	00.00	
1	STDBLK0511+AA	STANDARD MODEL BOX	00.00	00.00	
1	STDCBL0511+AA	STANDARD CABLE	00.00	00.00	
1	STDMIC0511+AF	STANDARD MICROPHONE	00.00	00.00	
1	STDESS0511AA+AA	5YR ESSENTIAL REPAIR	00.00	00.00	
1	STDSMA0771+AH	STANDARD 5 YEAR SMA AND SW FEATURES	00.00	00.00	
1	SL-15R	POWER SUPPLY, AST. 12 CONT 15 MAX	181.00	181.00	
1	MYA-1503K	150-174MHz 7.1dB 3 Element Yagi Antenna	159.90	159.90	
1	FRM150	NONPENETRATING ROOF MOUNT	227.37	227.37	
50	LMR-400	TIMES CABLE	01.95	97.50	



55 North Third St.
 Fargo, ND 58102
 Phone #: 701.293.9561
 Fax #: 701.241.6725

QUOTATION

Page 2

205016658

Bill To:

Becker County Sheriff
 P.O. Box 702
 925 Lake Ave
 Detroit Lakes, MN 56501

Ship To:

Becker County Sheriff
 P.O. Box 702
 925 Lake Ave
 Detroit Lakes, MN 56501

Attn: Shane Richards
 218-847-2661

Date: 11/14/2023		Customer Rep: Trista Walla		Terms: Due Upon Receipt	
Qty	Item	Description	Unit Price	Extended	
4	RFN-1006-3I	RF Industries RFN-1006-3I N Male Crimp-9	15.57	62.28	
1	IS-B50LN-C2	PolyPhaser - Bulkhead Arrestor, N/F	111.00	111.00	
1	TTP2(N)	CPI Comm Tone 2 frequency	407.55	407.55	
1	Install Supplies - Radio Syst	Non-Inventoried	175.00	175.00	
4	PROGRAM MN	PROGRAMMING OF NEW EQUIPMENT DONE IN MN Programming and configuration of tone remote and patch radio for communication between Becker County Sheriff's Office and the Becker County Highway Dept.	135.00	540.00	
1	LABOR - TECHNICIAN	LABOR - TECHNICIAN MidStates Wireless will install a patch radio into the Becker County Dispatch Center to enable communication between the Sheriff's office and the Becker County Highway Dept.	2160.00	2160.00	

The following equipment would be installed:

- VHF Yagi antenna and non-penetrating roof mount on top of the Becker County Dispatch Center
- Antenna feedline and connectors
- Lightening protection to be used on the external Yagi antenna
- Tone Remote for proper patch configuration
- MotoTRBO radio (XPR5550e) with a power supply to connect into the consolette at the dispatch center.



55 North Third St.
Fargo, ND 58102
Phone #: 701.293.9561
Fax #: 701.241.6725

QUOTATION

Page 3

205016658

Bill To:

Becker County Sheriff
P.O. Box 702
925 Lake Ave
Detroit Lakes, MN 56501

Ship To:

Becker County Sheriff
P.O. Box 702
925 Lake Ave
Detroit Lakes, MN 56501

Attn: Shane Richards
218-847-2661

Date: 11/14/2023		Customer Rep: Trista Walla		Terms: Due Upon Receipt	
Qty	Item	Description		Unit Price	Extended

Subtotal : \$5295.60
Tax : \$0.00
Total Quote : \$5295.60

Quote valid for 30 days

Quotes exceeding \$10,000 are subject to a 50% down payment. If applicable, progress payments may be required.

ILL TILE AND STONE INC

1673 Dan Street
Detroit Lakes, MN 56501

Estimate

Date	Estimate #
11/21/2023	6758

Phone #	Fax #
(218) 847-0335	(218) 847-0544

Name / Address
Becker County Jail Detroit Lakes, MN

Project			
Kitchen repair			
Description	Rate	Qty	Total
9' x 10' area repair			
Quartz 40-s match existing	54.65	3	163.95
Polyaspartic UL-80 Clear	185.25	4	741.00
Shelter material	135.00	1	135.00
Labor by estimated man hours	115.00	34	3,910.00
Subtotal			\$4,949.95
Sales Tax (0.0%)			\$0.00
Total			\$4,949.95

ESTIMATE EXPIRES THIRTY (30) DAYS FROM ABOVE DATE. ALL ORDERS ARE SUBJECT TO A PAYMENT OF HALF DOWN & A PAYMENT IN FULL UPON COMPLETION

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO.

BECKER COUNTY JAIL – KITCHEN FLOOR

WHEREAS, Becker County has a need for to repair the kitchen floor at the Becker County Jail;
and

WHEREAS, Becker County Sheriff's Office has authority to spend up to \$4,949.95 to repair the
kitchen floor; and

NOW THEREFORE BE IT RESOLVED, That the Board of County Commissioners of Becker
County, Minnesota, approves the said purchase as stated above.

Duly adopted this 12th day of December 2023 at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Pat Oman
Pat Oman
County Administrator

/s/ Barry Nelson
Barry Nelson
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 December 12, 2023, as recorded in the record of proceedings.

Pat Oman
County Administrator

Tall Pine Investments USA DBA
Dakota Drop Box USA

23607 Tigerville Road
Hill City, SD 57745 US
+1 6057870206
dakotadropboxusa@gmail.com
dakotadropboxusa.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	1207
Shane Richard	Becker County Jail	DATE	11/06/2023
Becker County Sheriff Department		EXPIRATION	11/20/2023
925 Lake Ave		DATE	
Detroit Lakes, MN 56502-3403			
USA			

DATE		DESCRIPTION	QTY	RATE	AMOUNT
11/06/2023	New 40' High Cube Container	20' One Tripper Container	1	4,725.00	4,725.00T
11/06/2023	Container Delivery	Container Delivery Fee		0.00	0.00
SUBTOTAL					4,725.00
TAX					0.00
TOTAL					\$4,725.00

Accepted By

Accepted Date



QUOTATION

TO:

BECKER COUNTY SHERIFF'S OFFICE

SHIP TO:

BECKER COUNTY SHERIFF'S OFFICE

ATTN:

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0000326	11/7/2023	001606				DETROIT LAKES	
Item	Quantity	UM	Part	Description		Price \$	Extension \$
001	1.00	EA	20 FT CON	This is a one time use 20FT Standard Container with free delievery to the detroit Lakes Office 20 Ft Standard Container		4,050.00	4,050.00
Total for Quote \$							4,050.00