

BENTON COUNTY BOARD OF COMMISSIONERS

February 3, 2026, 9:00 AM
Benton County Board Room

AGENDA

9:00 - Commissioner Steve Heinen, Board Chair

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approve or Amend the Agenda

9:01 - Announcement by the Board Chair:

County Board meetings are broadcast live and video recorded on YouTube. Please refrain from speaking from the audience area and come to the podium so that viewers can hear you. The County Board observes Roberts Rules of Order for its meetings, so please obtain the Board Chair's consent before addressing the County Board. Public comments are generally reserved for the Open Forum segment or Public Hearings. However, public comment on other agenda items may be allowed at the discretion of the Board Chair. As we begin today, please turn off all cellphones or turn your cellphone to vibrate. Thank you.

9:02 - Open Forum Announcement by the Board Chair

- Public Input and/or Informational Matters Not Requiring Action by the Board

9:03 - Consent Agenda

1. Approve or Amend the Regular Board Meeting Minutes of January 20, 2026 (Administrator)
2. Consider a Grant Agreement with MNDOT to Cover the Cost of Applying for a Federal BUILD Grant (Formerly the RAISE Grant) (Administrator)
3. Consider a Memorandum of Agreement with Law Enforcement Labor Services, Inc., Representing Non-Licensed Supervisors in the Sheriff's Office, to Implement the 2024-2026 Class and Comp Maintenance Program Recommendations, Year 2 (Administrator)

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County Board Agenda (Continued)

February 3, 2026, Page 2

4. Consider a Memorandum of Agreement with Teamsters Local 320, Representing Clerical Employees, to Implement the 2024-2026 Class and Comp Maintenance Program Recommendations, Year 2 (Administrator)
5. Accept and File a Summary of the January 20, 2026 Department Head Performance Evaluations (Administrator)
6. Consider the Grant Agreement with State of MN for Emergency Management Performance Grant (Emergency Management)
7. Consider a Resolution to Adopt the 2025 Benton County Hazard Mitigation Plan (Emergency Management)
8. Consider the Updated Civil Rights Plan and Limited English Proficiency Plan (Human Services)
9. Consider the Outreach Services Contract Between Benton County Human Services and the CommUNITY AMHI for 2026 (Human Services)
10. Consider the Date and Time for the Special Board of Appeal and Equalization for the 2026 Assessment Year and Appoint Members to the Special Board of Appeal and Equalization (Land Services)
11. Consider the Agreement with Tri-County Humane Society for Animal Care and Boarding (Sheriff's Office)
12. Consider the Contract with Midco for Cable Television Services (Sheriff's Office)

9:05 – Montgomery Headley, County Administrator

- Discuss Great River Regional Library Plan to Accommodate 2026 Benton County Funding Level
- Consider an Agreement with Fluid Interiors to Serve as the County's Furniture Provider for the Government Center Project

9:25 – Christine Scherbing, Auditor-Treasurer

- Consider the Sale of Parcel 17.01553.00 to Central Minnesota Habitat for Humanity and Authorize the Board Chair to Sign the Deed to Convey the Property

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531 Dewey Street P.O. Box 129 Foley, MN 56329 | bentoncountymn.gov

320-968-5000 Main | 320-968-5329 Fax | 320-968-8842 TDD

Commissioners: District 1: Scott Johnson | District 2: Ed Popp | District 3: Steve Heinen

District 4: Jared Gapinski | District 5: Pam Benoit

County Board Agenda (Continued)

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9:30 – Sandi Shoberg, Human Services Director

- 2025 Child Protection Recap
- Supplemental Nutrition Assistance Update

9:50 – Commissioner Meeting Updates

9:55 – Comments by Commissioners (General Comments by Board Members on Topics Not Requiring County Board Action)

10:00 – Set Committee of the Whole Meetings and Designate any Previously Held Meetings as Necessary Committee Meetings

10:05 – Adjourn

Benton County Board of Commissioners/Benton County Ditch Authority

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Pursuant to MN Statutes §13D.02 and County Policy, the following County Board members may participate from a remote location:

- Commissioner Scott Johnson, District 1
- Commissioner Ed Popp, District 2
- Commissioner Steve Heinen, District 3
- Commissioner Jared Gapinski, District 4
- Commissioner Pam Benoit, District 5

The following meeting is cancelled due to lack of Agenda items:
Community Health Board

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Commissioners: District 1: Scott Johnson | District 2: Ed Popp | District 3: Steve Heinen

District 4: Jared Gapinski | District 5: Pam Benoit

BENTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
JANUARY 20, 2026

The Benton County Board of Commissioners met in regular session on January 20, 2026, in the Benton County Board Room in Foley, MN. Call to order by Chair Steve Heinen was at 9:00 AM followed by the Pledge of Allegiance to the flag. A roll call showed Commissioners Pam Benoit, Jared Gapinski, Steve Heinen, Scott Johnson, and Ed Popp present.

County Administrator Montgomery Headley requested to amend the agenda by adding the consideration of a collective bargaining agreement with Operating Engineers Local 49, representing Property Management employees, for the period of January 1, 2026 through December 31, 2027. Gapinski requested to have a discussion regarding Lobbying services as the last item under County Administrator at 9:25 AM. Motion by Johnson and seconded by Popp to approve the amended agenda. Motion carried unanimously.

Benton County resident Frank Legatt was present to speak under Open Forum and questioned Benton County's use of the Local Option Sales Tax, road conditions compared to Morrison County's, and how roads are funded. Interim County Engineer, and former Morrison County Engineer Steve Backowski explained that Benton has a large local road system not eligible for state aid, leading to adoption of the Local Option Sales Tax, with no current property tax levy for road construction, unlike Morrison County. Legatt raised additional concerns about Local Option Sales Tax funded project signage, ditch assessments and use of ditch funds, commissioner compensation, Airport Authority, and broader criticism of county development decisions, including perceived lack of economic growth in Foley.

Motion by Gapinski and seconded by Popp to approve Consent Agenda items 1 – 8: 1) approve the Regular Board Meeting Minutes of January 6, 2026 and authorize the Chair to sign; 2) approve the Collective Bargaining Agreement with AFSCME Council 65, representing Human Services and Public Health employees, for the period of January 1, 2026 through December 31, 2027 and authorize the Chair to sign; 3) approve the Memorandum of Agreement with AFSCME Council 65, representing Human Services and Public Health employees, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, year 2 and authorize the Chair to sign; 4) adopt the resolution for the establishment of Benton County Absentee and UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) for 2026 and authorize the Chair to sign; 5) approve the renewal of the Tri-Cap contract and authorize the Chair to sign; 6) approve the Special Road Use Permit for Foley Fun Days and Authorize the Chair to sign; 7) accept and file the Veteran Service Officer (VSO) Quarterly Report; 8) approve the Collective Bargaining Agreement with Operating Engineers Local 49, representing Property Management employees, for the period of January 1, 2026 to December 31, 2026 and authorize the Chair to sign. Motion carried unanimously.

Next, Interim County Engineer Steve Backowski requested County Board consideration to authorize WSB for Preliminary and Final Design Services Amendment #1 for the CSAH 29 Improvement projects, which will construct 2.5 miles of new highway to complete a key transportation link, support development, advance the regional ring road, and improve access to the St. Cloud Regional Airport. Although much

prior work was completed years ago, updated environmental requirements, a new environmental assessment, alignment changes to avoid wetlands, and additional noise analysis drove the need for added design work. The amendment adds \$256,820, bringing total design costs to just under \$800,000, funded through a combination of remaining CIP funds, local option sales tax funding, and Highway fund dollars. Motion by Gapinski and seconded by Popp to approve the WSB Preliminary and Final Design Services Amendment #1 for the CSAH 29 Improvement project. Motion carried unanimously.

Next, Sheriff Troy Heck provided an update regarding relationship between Benton County Sheriff and ICE. Immigration enforcement activities undertaken by the Immigration and Customs Enforcement (ICE) agency has been a featured topic in local and national media. The officer-involved shooting incident on January 7th has brought a renewed and intensified focus on these activities. Heck shared that the relationship between ICE and local law enforcement agencies is complex and has become a contentious issue in certain places in Minnesota. In response to these concerns, Heck emphasized that the Sheriff's Office does not conduct immigration enforcement, which is a federal responsibility handled by ICE, but does cooperate by sharing information when individuals in the county jail have ICE detainees. Heck explained that ICE detainees are generally civil, not criminal, and the county does not hold individuals solely on those detainees; ICE is notified upon release so they may take action if they choose. Heck also outlined law enforcement's role during protests, stressing protection of First Amendment rights while making clear that interfering with law enforcement is a crime and will result in arrests. This item was for informational purposes only.

Next, Alex Luman of Minnesota Power provided a Regal Solar update. This item was for informational purposes only.

Next, Pete Filippi of Contegritiy Group provided an update on the Government Center. This item was for informational purposes only.

Next, Headley asked the County Board to consider a recommendation of the Government Center Building Committee for a Furniture, Fixtures and Equipment (FFE) Vendor. The Government Center Committee visited the two finalist FFE vendor showrooms on January 5th and obtained cost estimates on "standard" cubicle and office arrangements. Based on those visits, vendor references, furniture options, pricing and other factors, the Committee recommends Fluid as the Government Center project FFE vendor. All vendors interviewed are state contract vendors, which means that choosing any one of those vendors satisfies the statutory requirement for competitive bidding. Motion by Gapinski and seconded by Johnson to select Fluid as the FFE vendor for the Government Center project. Motion carried unanimously.

Next, Headley asked for County Board consideration of the Open Forum Policy. The Open Forum policy was originally adopted on August 15, 2006. The Open Forum segment of the County Board agenda provides time for individuals to address topics of concern with the County Board. As stated in the policy, individuals may raise concerns and share information with the County Board, but no action will be taken at that time. The policy also establishes a standard of conduct and a time limit for speakers in the Open Forum. During the County Board goal-setting work session on January 12th, it was the consensus of the

County Board to change the time limit to 3 minutes per speaker. Motion by Popp and seconded by Johnson to adopt the new Resolution setting forth a County Policy on Open Forum. Motion carried unanimously.

Next, Headley requested County Board consideration regarding County representation on the Benton Economic Partnership (BEP) Board of Directors. At the goal-setting work session on January 12th, the County Board discussed its representation on the BEP Board of Directors. The BEP charter provides the County with one seat on the BEP Board of Directors. The County Board agreed that the County's representative to the BEP Board would rotate with whichever County Board member is also the County Board Chair. It was also a consensus that the County Board Vice-Chair would serve as the alternate to the BEP Board. Motion by Johnson and seconded by Benoit to designate the County Board Chair as the County's representative to the BEP Board, with the County Board Vice-Chair as the BEP Board alternate. Motion carried unanimously.

Next, Gapinski asked County Board members if they wished to move forward with \$24,000 in funding for APO's federal lobbying efforts to ensure continued advocacy, particularly with a federal grant application due at the end of February. The broader goal is to pool resources with other Central Minnesota jurisdictions under a single lobbyist to strengthen regional competitiveness for federal funding. There was a consensus of the County Board to proceed and have Headley coordinate with APO and congressional offices, with plans for regular updates to the County Board, and to fund the additional cost by using board contingency funds.

Next, Land Services Director Roxanne Achman requested County Board consideration of the Board of Adjustment per diem rate. The Board of Adjustment per diem rate is currently \$70 per meeting, plus mileage, and \$10 per site visit, plus mileage. The meeting rate was increased from \$60 to \$70 set in 2022. Site visits were increased from \$5 to \$10 in 2009. The County Board recently adopted a per diem of \$70 but added a new \$100 per diem for meetings or a series of meetings exceeding four hours (same day). It was noted that the \$100 per diem is not in addition to the basic \$70 per diem. After discussion, Johnson motioned to have the Board of Adjustment per diem rate mirror the per diem rate for other Boards and Commissions, by retaining the current \$70 per diem rate, and adding a new \$100 per diem for meetings or a series of meetings exceeding four hours (same day). Seconded by Benoit. Motion carried unanimously.

Next, Achman provided updates on the following: Planning & Zoning updates which included an update on 2025 permits, current projects and Cannabis; Assessor updates which included an update on Tyler, Assessing Agreement, and Land Sales; and the Recorder update which included an update on Judicial safety. This item was for informational purposes only.

The County Board recessed at 10:27 AM to conduct a Ditch Authority Meeting.

The County Board reconvened at 10:42 AM.

Next, Board members reported on recent meetings they attended on behalf of Benton County.

Under Comments by Commissioners, Gapinski requested Headley to provide an update and comparison of the Comp Time and Overtime used in 2024 vs. 2025.

Johnson/Popp to set the Committee of the Whole Meetings: Wednesday, March 4, 2026 through Thursday, March 5, 2026 the Association of Minnesota Counties Legislative Conference and County Day at the Capitol at the InterContinental Hotel, 11 East Kellogg Boulevard E, St. Paul, MN 55101 8:00 AM; Monday, March 16, 2026, Monday July 20, 2026 and Monday, October 5, 2026 Public Health/Human Services Meetings, Human Services Third Floor Conference Room, Foley, 8:30 AM; Tuesday, March 17, 2026 Employee Years of Service Recognition Ceremony 7:00 AM Sheriff's Office, 7:30 AM Highway Department; 8:00 AM Human Services Third Floor Conference Room, and 8:30 AM Benton County Board Room. Motion carried unanimously.

The County Board recessed at 10:54 AM.

The County Board reconvened at 11:00 AM.

Headley announced that the County Board will conduct a closed session of the County Board under MN Statutes §13D.05, Subdivision 3 to evaluate the performance of individuals subject to County Board authority. Under MN Statutes §13D.05, Subdivision 3, a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing the meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. All closed meetings, except those permitted by the attorney-client privilege, must be electronically recorded and the recording preserved for at least 3 years after the meeting date. The purpose of today's closed session is to review performance evaluations for appointed Department Head (Human Services Director, Information Technology Director, Land Services Director, Public Health Director and County Administrator). Motion by Johnson and seconded by Gapinski to conduct a closed session of the County Board under MN Statutes §13D.05, Subdivision 3 to evaluate the performance of individuals subject to County Board authority at 11:01 AM. Motion carried unanimously. Heinen announced that today's closed session covers the performance evaluations for appointed Department Heads which include the Human Services Director, Information Technology Director, Land Services Director, Public Health Director and County Administrator.

Motion by Johnson and seconded by Gapinski to come out of closed session and reconvene the Regular Board Meeting at 12:13 PM

Chair Heinen adjourned the Regular Board Meeting at 12:13 PM.

ATTEST:

Montgomery Headley
Benton County Administrator

Steven J. Heinen, Board Chair
Benton County Board of Commissioners

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider a grant agreement with MNDOT to cover the cost of applying for a federal BUILD grant (formerly the RAISE grant)

BACKGROUND INFORMATION

MNDOT provides grants of \$30,000 to local units of government to cover the cost to apply for a federal BUILD grant. This federal grant was formerly known as the RAISE grant. The County is seeking funding to reconstruct CSAH 1 Mayhew Lake Road into an urban parkway with center median and roundabouts. Work on the grant application will be conducted by WSB.

ACTION REQUESTED

A motion to approve a grant agreement with MNDOT for \$30,000 to cover the cost of applying for a federal BUILD grant

FISCAL IMPACT

ESTIMATED COST (\$)

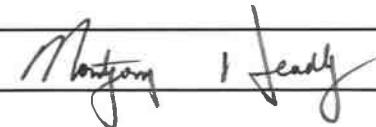
SOURCE OF FUNDS

NEW / ADDITIONAL REVENUE (\$) \$30,000

COST BUDGETED IN CURRENT YEAR? YES NO

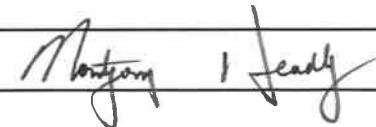
SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

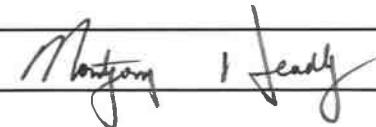
 DATE _____

DATE _____

DEPARTMENT HEAD SIGNATURE

 DATE 1/27/26

COUNTY ATTORNEY SIGNATURE

 DATE _____

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION _____

PREFERRED PLACEMENT ON AGENDA Consent

STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE
AND IIJA DISCRETIONARY MATCH
GRANT AGREEMENT

This Grant Agreement (the "Agreement") is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

Benton County
531 Dewey Street
Foley, MN 56329

Contact: Montgomery Headley, Benton County Administrator

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General Funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to Minn. Stat. § 16B.98, Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. As required by Minn. Stat. § 16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the "Project". See Exhibit B.

2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this

agreement, or their successors in office.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed \$30,000.00.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 State's Authorized Representative is:

Marc Briese,
Programs Manager,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Montgomery Headley
Benton County Administrator
531 Dewey Street
Foley, MN 56329
(320) 968-5000

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendments 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.

7.3 **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. § 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of

this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or State.

11 Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. 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 State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

13.1 Termination by the State. State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

13.2 Termination for Cause. State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. State may immediately terminate this Agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 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 Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.

13.4 Suspension. State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited.

Grantee will not utilize any funds received pursuant to this Agreement to compensate, either

directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes § 181.59. Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMRresultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the "Real Property") for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If Grantee fails to maintain the Real Property in accordance with this Section, State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and Grantee irrevocably authorizes State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by State shall be at its sole discretion, and nothing contained herein shall require State to take any action or incur any expense and State shall not be responsible, or liable to Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by State pursuant to this Section shall be due and payable on demand by State and will bear interest from the date of payment by State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

18.6 Grant Administrator and Organizational Leadership Contact Information. Pursuant to Minn. Stat. § 16B.98, Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

[The remainder of this page has intentionally been left blank.]

GRANTEE

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

By: _____

Title: Chair, Benton County Board of Commissioners

Date: _____

By: _____

Title: Benton County Administrator

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with General Fund Grant Funds:	
2023 IIJA Tech Assist. Funds Grant, SAAS Acct 413	\$30,000.00	Engineering	\$30,000.00
Other:			
Subtotal	\$30,000.00	Subtotal	\$30,000.00
Public Entity Funds:		Items paid for with Non-General Fund Grant Funds:	
Matching Funds	\$2,651.00	Engineering	\$2,651.00
Other:			
Subtotal	\$2,651.00	Subtotal	\$2,651.00
TOTAL FUNDS	\$ 32,651.00	TOTAL PROJECT COSTS	\$ 32,651.00

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

From: noreply@formstack.com
To: [MN DOT SALTIRHELP](#); [Briese, Marc \(DOT\)](#); [Bottos, Elisa \(DOT\)](#)
Subject: IIJA Grants Technical Assistance Application
Date: Thursday, December 18, 2025 7:50:12 AM

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Intellistack Logo



Formstack Submission For: IIJA Grants Technical Assistance Application

Submitted at 12/18/25 7:50 AM

Name of Agency: Benton County

Address of Agency: 7752 Highway 25 NE PO Box 247
Foley 56329

Name: Chris Byrd

Address: 7752 Hwy 25 NE
Foley, MN 56329

Phone: 13209685051

Email: cbyrd@co.benton.mn.us

Project Description.
Include a brief description of the project for which federal funds are being sought.:

Benton County, Minnesota is seeking federal RAISE grant funding for the reconstruction of the existing Mayhew Lake Rd/County State Aid Highway (CSAH) 1 between State Highway 23 and 35th St/CSAH 29. The reconstruction project will: address crash issues as documented by high crash rates; incorporate a multi-use trail and bicycle/pedestrian underpass; and expand to a four-lane facility to

manage access and accommodate future development. This 3.1-mile-long corridor is located in the St Cloud APO.

**Federal
Discretionary
Grant Program
Being Pursued.:**

BUILD Grant

**Name of Federal
Awarding Agency:**

U.S. Department of Transportation, Federal Highway Administration

**State Funds
Requested for IIJA
Grants Technical
Assistance. \$30,000
is the max, and not
more than one
grant per local
agency per year.
Tribes are eligible
for more than one
grant per year.:**

30000

**Consultant, if
known. If
consultant has been
selected, include
name here. If not,
write "consultant
not selected yet."
Note that grant
agreement cannot
be executed until a
consultant is
selected and the
anticipated
necessary grant
amount is known.:**

WSB

**Anticipated start
date of consultant
contract. Note that
any consultant costs
incurred before a
state funded grant
agreement is
executed are not
eligible for re-**

January 2026

imbursement.:

Anticipated closing date of federal grant opportunity. Include actual due date of federal grant application, if known. If not known, including estimated date and “(estimated).”:

May 2026

Mitigate the impacts of climate change in reducing emissions or improving infrastructure resiliency.:

This proposed project aims to simultaneously advance environmental sustainability by incorporating a multi-use trail along Mayhew Lake Rd, which historically has been primarily designed for and used by motor vehicle traffic. The proposed pedestrian and bicycle facilities are consistent with state climate goals and guidelines aimed at emissions reductions. The proposed corridor design would improve connectivity by providing a non-motorized transportation alternative to single-occupancy vehicles.

Provide benefit to areas of persistent poverty or historically disadvantaged communities.:

The project area is within or adjacent to five census tracts; one of these tracts located at the far southern end of the project area, is identified as an area of persistent poverty. The proposed nonmotorized facilities would help residents in these neighborhoods reach the high school, employment, places of worship, green spaces, and other key destinations. These improvements would also help address racial equity & financial inequality for populations living within a half-mile of the corridor.

Improve safety for all users.:

The Mayhew Lake Rd Project includes features intended to reduce the potential for fatalities and serious injuries and to improve the safety of pedestrians and bicyclists moving along and across Mayhew Lake Rd. Project would install roundabouts to reduce fatal and serious injury crashes; 5 of the intersections have crash rates higher than the critical rate. The project would construct multi-use trail and underpass to protect non-motorized travelers, and install lighting along multi-use trail.

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This is a customer service email.

Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

MnDOT Agreement No. 1062084
SAP No. 005-589-003

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

WHEREAS, Benton County has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$30,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Benton County does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate and will return any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Approved and adopted, this _____ day of _____, 2026.

Steve Heinen, Chair
Benton County Board of Commissioners

ATTEST:

Montgomery Headley
Benton County Administrator

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider a Memorandum of Agreement with Law Enforcement Labor Services, Inc., representing Non-Licensed Supervisors in the Sheriff's Office, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, Year 2

BACKGROUND INFORMATION

The County Board approved the DDA consultant's recommendations for Year 2 of the 2024-2026 Class and Comp maintenance program on August 5, 2025. The Board approved appeals on December 16, 2025.

Implementation of changes resulting from this program requires the agreement of affected collective bargaining units. The Year 2 results covered employees in three of the County's eight bargaining units.

The attached Memorandum of Agreement describes the method for implementing pay grade changes and how promotions occur for newly-created senior positions (if applicable to this group). Any pay grade changes (reclassifications) will be effective with the first full pay period in January 2026. Senior promotions can begin at the discretion of Department Heads during 2026 (and upon completion of new job descriptions).

ACTION REQUESTED

A motion to approve a Memorandum of Agreement with Law Enforcement Labor Services, Inc., representing Non-Licensed Supervisors in the Sheriff's Office, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, Year 2

FISCAL IMPACT

ESTIMATED COST (\$)

SOURCE OF FUNDS

NEW / ADDITIONAL REVENUE (\$)

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE

DEPARTMENT HEAD SIGNATURE

DATE 1/27/26

COUNTY ATTORNEY SIGNATURE

DATE

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA Consent

Memorandum of Agreement

WHEREAS, the County of Benton (County) and Law Enforcement Labor Services, Incorporated (Union) are parties to a collective bargaining agreement (CBA) concerning employees in the Sheriff's Non-Licensed Essential Supervisory unit; and

WHEREAS, the County has entered into an agreement with David Drown and Associates (hereinafter, "the Consultant") to implement a Classification and Compensation Maintenance Program; and

WHEREAS, the Consultant shall select approximately one-third of the County's job classifications annually for review; and

WHEREAS, such review shall consider changes in job duties and responsibilities to ensure internal equity; and

WHEREAS, the Consultant shall also present labor market data to the County derived from comparative counties selected by the County Board and shall make recommendations for possible pay adjustments based on the comparative market data; and

WHEREAS, any grade changes shall utilize the 2026 wage table as it appears in the 2026-2027 collective bargaining agreements; and

WHEREAS, the Consultant shall also present recommendations on the potential creation of career ladder or senior positions with the goal of encouraging long-term employee retention; and

WHEREAS, the County Board approved the Consultants recommendations for 2026 on August 5, 2025.

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. As recommended by the Consultant, the following position grades shall be changed as follows:
 - Assistant Jail Administrator; Change from Grade 11 to Grade 12
 - Jail Administrator; Change from Grade 14 to Grade 16
2. Any position identified in Item 1 above shall be placed on pay grades as recommended by the Consultant effective the first day of the first full pay period following January 1, 2026
3. Each affected employee shall be placed on a step in the 2026 salary table that results in an increase over the employee's pay rate as of January 1, 2026.

All other terms and conditions of the 2026-2027 Collective Bargaining Agreement shall remain in full force and effect.

Benton County

Board Chair

Date

Attest:

Montgomery Headley

Date

Law Enforcement Labor Services, Inc.

Business Agent

01-06-2026

Date

Sharlene Novak

Union Steward

1/5/2026

Date

Julia Fralzy

Union Steward

1/6/2026

Date

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



4

MEETING DATE February 3, 2026 REGULAR AGENDA CONSENT AGENDAREQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider a Memorandum of Agreement with Teamsters Local 320, representing Clerical employees, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, Year 2

BACKGROUND INFORMATION

The County Board approved the DDA consultant's recommendations for Year 2 of the 2024-2026 Class and Comp maintenance program on August 5, 2025. The Board approved appeals on December 16, 2025.

Implementation of changes resulting from this program requires the agreement of affected collective bargaining units. The Year 2 results covered employees in three of the County's eight bargaining units.

The attached Memorandum of Agreement describes the method for implementing pay grade changes and how promotions occur for newly-created senior positions (if applicable to this group). Any pay grade changes (reclassifications) will be effective with the first full pay period in January 2026. Senior promotions can begin at the discretion of Department Heads during 2026 (and upon completion of new job descriptions).

ACTION REQUESTED

A motion to approve a Memorandum of Agreement with Teamsters Local 320, representing Clerical employees, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, Year 2

FISCAL IMPACT

ESTIMATED COST (\$)

SOURCE OF FUNDS

NEW / ADDITIONAL REVENUE (\$)

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE _____

DEPARTMENT HEAD SIGNATURE

DATE 1/27/26

COUNTY ATTORNEY SIGNATURE

DATE _____

 STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION _____

PREFERRED PLACEMENT ON AGENDA Consent

Memorandum of Agreement

WHEREAS, the County of Benton (County) and Teamsters Local No. 320 (Union) are parties to a collective bargaining agreement (CBA) concerning employees in the Clerical unit; and

WHEREAS, the County has entered into an agreement with David Drown and Associates (hereinafter, "the Consultant") to implement a Classification and Compensation Maintenance Program; and

WHEREAS, the Consultant shall select approximately one-third of the County's job classifications annually for review; and

WHEREAS, such review shall consider changes in job duties and responsibilities to ensure internal equity; and

WHEREAS, the Consultant shall also present labor market data to the County derived from comparative counties selected by the County Board and shall make recommendations for possible pay adjustments based on the comparative market data; and

WHEREAS, any grade changes shall utilize the 2026 wage table as it appears in the 2026-2027 collective bargaining agreements; and

WHEREAS, the Consultant shall also present recommendations on the potential creation of career ladder or senior positions with the goal of encouraging long-term employee retention; and

WHEREAS, the County Board approved the Consultants recommendations for 2026 on August 5, 2025.

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. As recommended by the Consultant, the following position titles and grades shall be changed as follows:
 - Accountant – Public Works; Change from Grade 5 to Grade 8
 - Office Coordinator – Public Works; Change to Finance Technician (Global) and increase from Grade 1 to Grade 3
 - Office Coordinator – Land Services; Change to Office Technician (Global) and increase from Grade 1 to Grade 2
 - Office Coordinator – Corrections; Change to Office Technician (Global) and increase from Grade 1 to Grade 2
 - Payroll Specialist – Administrator; Change from Grade 6 to Grade 7 and change title to Payroll Coordinator

- Technical Analyst - Auditor-Treasurer; Change from Grade 3 to Grade 4 and change title to Property Records Analyst
- 2. Any position identified in Item 1 above shall be placed on pay grades as recommended by the Consultant effective the first day of the first full pay period following January 1, 2026
- 3. Each affected employee shall be placed on a step in the 2026 salary table that results in an increase over the employee's pay rate as of January 1, 2026.

All other terms and conditions of the 2026-2027 Collective Bargaining Agreement shall remain in full force and effect.

Benton County

Board Chair

Date

Attest:

Montgomery Headley

Date

Teamsters Local No. 320

Business Agent

Jan 23, 2026

Date

Union Steward

Date

Union Steward

Date

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Accept and File a Summary of the January 20, 2026 Department Head Performance Evaluations

BACKGROUND INFORMATION

On January 20, 2026 the County Board held a closed session to review the performance evaluations of appointed Department Heads. MN Statutes §13D.05, Subdivision 3, which allows such closed sessions, also requires the County to provide a summary of the closed session at its next regular County Board meeting.

A summary of the January 20th closed session is attached.

ACTION REQUESTED

A motion to accept and file a summary of January 20, 2026 appointed Department Head performance evaluations

FISCAL IMPACT

ESTIMATED COST (\$) _____

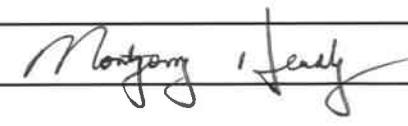
SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____ DATE _____

DEPARTMENT HEAD SIGNATURE  DATE 1/27/2026

COUNTY ATTORNEY SIGNATURE _____ DATE _____

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION _____ PREFERRED PLACEMENT ON AGENDA Consent _____



Memo

To: County Board
From: Montgomery Headley, County Administrator *MB*
Date: January 27, 2026
Re: Summary of Department Head Evaluations

The County Board held a closed session on January 20, 2026 under MN Statutes §13D.05, Subdivision 3 to evaluate the performance of individuals subject to County Board authority. County Administrator Montgomery Headley, Land Services Director Roxanne Achman, IT Director Steve Stang, Human Services Director Sandi Shoberg and Public Health Director Jaclyn Litfin were evaluated during this closed session. This same statute also requires the County to provide a summary of the closed session evaluation at the County Board's next regular meeting. This summary was prepared to satisfy that requirement.

Summary of Evaluation of County Administrator Montgomery Headley

The County Board provided feedback on the Department Head's performance over the past year. The Department Head was asked to share thoughts and concerns about the County in general. Then, the Department Head shared projects and accomplishments over the past year. The Department Head also shared Department and professional development goals for the upcoming year.

The County Board concluded that County Administrator Montgomery Headley was performing satisfactorily and meeting the expectations of the County.

Summary of Evaluation of Land Services Director Roxanne Achman

The County Board and County Administrator provided feedback on the Department Head's performance over the past year. The Department Head was asked to share thoughts and concerns about the County in general. Then, the Department Head shared projects and accomplishments over the past year. The Department Head also shared Department and professional development goals for the upcoming year.

The County Board concluded that Land Services Director Roxanne Achman was performing satisfactorily and meeting the expectations of the County.



Summary of Evaluation of IT Director Steve Stang

The County Board and County Administrator provided feedback on the Department Head's performance over the past year. The Department Head was asked to share thoughts and concerns about the County in general. Then, the Department Head shared projects and accomplishments over the past year. The Department Head also shared Department and professional development goals for the upcoming year.

The County Board concluded that IT Director Steve Stang was performing satisfactorily and meeting the expectations of the County.

Summary of Evaluation of Human Services Director Sandi Shoberg

The County Board and County Administrator provided feedback on the Department Head's performance over the past year. The Department Head was asked to share thoughts and concerns about the County in general. Then, the Department Head shared projects and accomplishments over the past year. The Department Head also shared Department and professional development goals for the upcoming year.

The County Board concluded that Human Services Director Sandi Shoberg was performing satisfactorily and meeting the expectations of the County.

Summary of Evaluation of Public Health Director/Community Health Administrator Jaclyn Litfin

The County Board and County Administrator provided feedback on the Department Head's performance over the past year. The Department Head was asked to share thoughts and concerns about the County in general. Then, the Department Head shared projects and accomplishments over the past year. The Department Head also shared Department and professional development goals for the upcoming year.

The County Board concluded that Public Health Director/Community Health Administrator Jaclyn Litfin was performing satisfactorily and meeting the expectations of the County.

cc: Personnel Files



BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST

Meeting Date:	February 3, 2026	Regular Agenda:	
Requesting Department:	Emergency Management	Consent Agenda:	<input checked="" type="checkbox"/>

Title of Requested Item As It Will Appear on Board Agenda:

Approval of Grant Agreement with State of MN for Emergency Management Performance Grant

Background Information:

Benton County applies and is awarded the Emergency Management Performance Grant from the State of Minnesota on an annual basis. There is a match of \$20,104.00.

Action Requested:

Sign grant contract form.

Fiscal Impact:

Estimated Cost (\$):		
Source of Funds:		EMPG Grant
New or Additional Revenue (\$):		\$20,104.00
Cost Budgeted in Current Year? (Yes/No)		

Submitted by/Approved by:	Signature	Date
Submitter/Supervisor	<i>Kristen Tschida</i>	1/16/26
Department Head	<i>Morgan J. Judy</i>	1-21-26
County Attorney		
<i>State grant contract/agreement <u>not</u> reviewed by County Attorney (grant renewal with no changes in terms and conditions)</i>		<input type="checkbox"/>

Duration:	Preferred placement on agenda:
-----------	--------------------------------



Benton County Attorney

Benton County Courts Facility
615 Highway 23 / P.O. Box 189
Foley, MN 56329
Phone: (320) 968-5175
Fax: (320) 968-5346

County Attorney
Kathleen L. Reuter

Asst. County Attorneys

Michelle L. Meyer
William V. Faerber
Michael J.G. Schnider
Daniel S. Shub
Michel P. Chisum
James R. Staley
Scott R. Meyer

Victim Services
Amy Fussy, Coordinator

Investigator
Michael Lewandowski

MEMORANDUM

To: Kristen Tschida
From: Michelle Meyer
Re: EMPG
Date: December 22, 2025

Comments: This Agreement has been reviewed as to form only. Please carefully review the substantive provisions including the subgrantee provisions.

1. Section 6: All services are performed to the State's satisfaction.
2. Section 9: Unilateral Indemnification: If the state gets sued for something we may have done, the state can sue us for reimbursement. However, if the state does something wrong and we get sued, we cannot sue the state for reimbursement. I would prefer a clause that states each party is responsible for its own acts. The County would request that this be changed to the following:
Each party agrees that it will be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and results thereof. The State's liability shall be governed by Minn. Stat. §3.732 and 3.762, et seq., and other applicable law. The Grantee's liability shall be governed by the provisions of Minn. Stat. Ch. 466, and other applicable laws. This clause will not be construed to bar any legal remedies either party may have for the other party's failure to fulfill its obligations under this grant agreement.
At a minimum the County would want the following language added, *The Grantee's liability shall be governed by the provisions of Minn. Stat. Ch. 466, and other applicable laws.*
3. Section 11: Data Practice Disclosures: Benton County is subject to the MN Government Data Practices Act. Benton County is the responsible authority for any information it collects and or maintains. As a responsible authority, Benton County will be required to follow its procedures and policies regarding the release of information including information about any offender placed in Benton County. Minn. Stat. §13.03, subd. 2. Therefore, Benton County can inform the State of such request; however, the State should not be able to determine release of the data for the County. The second paragraph should be removed.
4. Section 15: The County cannot terminate the contract without cause. The County may only request early termination from the State. The County would prefer to have a without cause termination similar to the State's.

5. Section 17: State is claiming ownership of all works and documents created with the grant money.

If you have any questions, please feel free to contact me.



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2024 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2024-BENTONCO-019
Grantee: Benton County 531 Dewey Street Foley, MN 56329	Grant Contract Agreement Term: Effective Date: 01/01/2024 Expiration Date: 06/30/2026
Grantee’s Authorized Representative: Benton County Sheriff’s Office/ Dept. of Emergency Management ATTN: Kristen Tschida – Emergency Management Director 581 Highway 23 Foley, MN 56329 Phone: 320-968-8108 E-mail: ktschida@co.benton.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 20,104.00 Matching Requirement \$ 20,104.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 3925 Pheasant Ridge Drive NE Blaine, MN 55449 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2024-EP-05011 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State’s Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 3925 Pheasant Ridge Drive NE, Blaine, MN 55449. The Grantee shall also comply with all requirements referenced in the 2024 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract Agreement No. A-EMPG-2024-BENTONCO-019 / P.O. No. 3000104730

Project No: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2024 (EMPG) Emergency Management Performance Grant

Budget Summary (Review Report)

Organization:
Benton County

EXHIBIT A
A-EMPG-2024-BENTONCO-019

Budget		
Budget Category	Award	Match
Organization		
EM Dept Salaries and Fringe Benefits	\$20,104.00	\$20,104.00
Total	\$20,104.00	\$20,104.00
Total	\$20,104.00	\$20,104.00
Allocation	\$20,104.00	\$20,104.00
Balance	\$0.00	\$0.00



BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST

7

Meeting Date:	February 3, 2026	Regular Agenda:	
Requesting Department:	Emergency Management	Consent Agenda:	X

Title of Requested Item As It Will Appear on Board Agenda:

Resolution to Adopt the 2025 Benton County Hazard Mitigation Plan

Background Information:

The Benton County Hazard Mitigation Plan has been completed. Upon FEMA approval, the plan will be good through 2030. It must be adopted by the County and each participating municipality.

Action Requested:

Sign resolution.

Fiscal Impact:

Estimated Cost (\$):	-
Source of Funds:	-
New or Additional Revenue (\$):	-
Cost Budgeted in Current Year? (Yes/No)	-

Submitted by/Approved by:	Signature	Date
Submitter/Supervisor	<i>Kristen Tschida</i>	1/16/26
Department Head	<i>Montgomery, Leahy</i>	1-21-26
County Attorney		
<i>State grant contract/agreement <u>not</u> reviewed by County Attorney (grant renewal with no changes in terms and conditions)</i>		<input type="checkbox"/>

Duration:	Preferred placement on agenda:
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Benton County Board of Commissioners
Resolution #2025-_____

"A Resolution to Adopt the 2025 Benton County Hazard Mitigation Plan"

WHEREAS, Benton County recognizes the threat of natural hazards to people and property within Benton County; and

WHEREAS, Benton County has prepared a hazard mitigation plan, hereby known as the 2025 Benton County Hazard Mitigation Plan in accordance with Federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Benton County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property within Benton County from the impacts of future hazards and disasters; and

WHEREAS, by adoption by the Benton County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Benton County Hazard Mitigation Plan, and

WHEREAS, approval of the 2025 Benton County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA) will make Benton County and participating jurisdictions eligible to apply for FEMA Hazard Mitigation Assistance grants; and

NOW, THEREFORE, BE IT RESOLVED that the Benton County Board of Commissioners supports the hazard mitigation planning effort and wishes to adopt the 2025 Benton County Hazard Mitigation Plan.

Adopted this _____ day of _____, 2026.

Steven J. Heinen
Chair, Benton County Commissioners



CERTIFICATION

I hereby certify that the above is a true and correct copy of the Resolution duly passed, adopted, and approved by the Benton County Board of Commissioners on the ___ day of _____, 2026.

Attest:

Montgomery Headley
County Administrator



BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST

8

Meeting Date:	02/03/2026	Regular Agenda:	
Requesting Department:	Human Services	Consent Agenda:	X

Title of Requested Item As It Will Appear on Board Agenda:

Updated Civil Rights Plan and Limited English Proficiency Plan

Background Information:

Civil Rights Plan and Limited English Proficiency plan need to be updated annually. Both have been reviewed and updated for 2026.

Plan is available for review upon request.

Action Requested:

Approval

Fiscal Impact:

Estimated Cost (\$):	0
Source of Funds:	Federal Fund Allocation
New or Additional Revenue (\$):	
Cost Budgeted in Current Year? (Yes/No)	

Submitted by/Approved by:	Signature	Date
Submitter/Supervisor	Janel M. Sczublewski	01/21/2026
Department Head		1/21/26
County Attorney		
<i>State grant contract/agreement <u>not</u> reviewed by County Attorney (grant renewal with no changes in terms and conditions)</i>		<input type="checkbox"/>

Duration:	Renewal – 5 minutes or less
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CommUNITY Adult Mental Health Initiative Community Outreach Program Grant Agreement

This grant agreement is between the CommUNITY Adult Mental Health Initiative (CAMHI) and County of Benton for Benton County Health and Human Services.

Recitals

1. CAMHI has identified a need in Benton, Sherburne, Stearns, or Wright County to provide resources and referrals for services to persons experiencing serious and persistent mental illness that are currently incarcerated in Benton, Sherburne, Stearns, or Wright County Jail and/or who are residing in Benton, Sherburne, Stearns, or Wright County and experiencing homelessness or at imminent risk of homelessness. Services would include, but not necessarily be limited to: proving resources and referrals for housing, medical/health care, substance use disorder services, vocational, and legal aid.
2. CAMHI has funds available for Benton, Sherburne, Stearns or Wright County to provide these resources and referrals for services for persons who are currently incarcerated in the Benton, Sherburne, Stearns, or Wright County Jail or who is experiencing homelessness or at imminent risk of homelessness who have or are presumed to have a Serious and Persistent Mental Illness and whose County of Financial Responsibility is Benton, Sherburne, Stearns or Wright County.
3. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of CAMHI.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2026 or the date the County obtains all required signatures, whichever comes first.
- 1.2 **Expiration date:** December 31, 2026 or until funds are utilized, whichever comes first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 7. Insurance and Liability; 8. Record Disclosures/Monitoring Procedures; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue.
- 1.4 **Definitions.** Unless the context indicates otherwise, the terms in this Contract have the meanings given in this section:
 - **Commissioner.** "Commissioner" means the Minnesota Commissioner of Human Services.
 - **Contract.** "Contract" means this Purchase of Service Agreement and Contract.
 - **County of Financial Responsibility.** "County of Financial Responsibility or COFR" has the meaning given in Minnesota Stat. § 256G.02, subd.4.

- Board means CommUNITY Adult Mental Health Initiative Joint Powers Board.
- CommUNITY Adult Mental Health Initiative means Initiative serving Benton, Sherburne, Stearns and Wright Counties.
- Contractor means entity intended to complete services as described in this agreement.
- Serious and Persistent Mental Illness. “Serious and Persistent Mental Illness” means
 - An adult who has a mental health diagnosis of schizophrenia, bipolar disorder, major depression, schizoaffective disorder, or borderline personality disorder; and/or
 - An adult who has had a diagnostic assessment, psychological evaluation, or similar assessment and said document contains a statement by a Mental Health Professional that states the adult meets the Serious and Persistent Mental Illness criteria and why.
- Services. “Services” means providing resources and referrals for services including, but not limited to: housing, medical/health care, substance use disorder services, vocational, and legal aid to persons who:
 - Have or are presumed to have a Serious and Persistent Mental Illness; and
 - Whose County of Financial Responsibility (COFR) is Benton, Sherburne, Stearns, or Wright County; and
 - Who is currently incarcerated in Benton, Sherburne, Stearns, or Wright County Jail; Or
 - Who is experiencing homelessness or is at imminent risk of homelessness.

“Services” may also include Adult Mental Health Targeted Case Management (AMH-TCM) covered services as defined by the Minnesota Department of Human Services:

- Assessment
- Planning
- Referral and linkage
- Monitoring and coordination

to persons whose COFR is Benton, Sherburne, Stearns, or Wright County AND who do not have another funding source for services.

“Services” may also include co-responder teams comprised of a social worker or mental health professional who engages, assesses, and directs individuals in crisis or emergency mental or behavioral health situation to appropriate services and/or programs.

- Community Outreach. “Community Outreach” means services that are provided to persons whose COFR is Benton, Sherburne, Stearns, or Wright County and who are either in jail or in a community setting.
- Participant means Mental Health Consumer referred to and/or receiving services in this program.

2 GRANTEE's Duties

2.1 DUTIES

The GRANTEE shall provide services as defined in section I, 1.4 "Services" above.

2.2 COMPLIANCE. The GRANTEE will comply with the following:

- Location. The Grantee shall provide all services at the County Jail or at such locations as designated by the participating Contractor.
- Purpose. To provide Services as defined above to persons who are currently residing in Benton, Sherburne, Stearns or Wright County.
- Referral of Participants to the program will be determined by the Grantee.

2.3 REPORTING.

- Reporting: Quarterly reports (Jan-Mar, Apr.-Jun, Jul.-Sept, and Oct.-Dec) will be submitted to the CommUNITY Program Coordinator according to information required by Minnesota Department of Human Services.
- Outcomes/Tracking: Additional information to be reported includes participant's name, date of birth, county of residency, services provided, release date (if in jail), sixty (60) day follow-up recidivism status (for jail participants), information required by the Minnesota Department of Human Services for data reporting and any other information deemed necessary and requested to be reported by the Board or by the CommUNITY Adult Mental Health Initiative's Ex-Officios.

2.4 COMPLIANCE WITH TERMS IN GRANT AGREEMENT

- Grantee will also comply with any applicable terms in the Minnesota Department of Human Services County Grant Agreement for Adult Mental Health Initiative and/or Community Support Program Funding, and all amendments to those grants that are executed by the State and CommUNITY Adult Mental Health Initiative for fiscal years 2025 and 2026. Attached hereto as Exhibit A.

3 Terms of Payment

3.1 The Grantee will invoice the CommUNITY Adult Mental Health Initiative monthly for reimbursement and the reimbursement request will include person receiving services, COFR, number of hours of service, rate, and total.

- 3.1.1 For outreach and co-responder services, the reimbursement rate will be \$100 per hour.
- 3.1.2 For Adult General Case Management services, the reimbursement will be at the Grantee's approved AMH-TCM billable rate for individuals without medical assistance (MA) for the term of this agreement.
- 3.1.3 Grantee may also seek reimbursement up to \$250 for the cost associated for the completion of a diagnostic assessment for a participant, who has no other funding source and is referred for one of the services and up to \$300 monthly administrative fee.

3.1.4 Total reimbursement shall not exceed \$153,692 for the term of this grant agreement.

3.1.5 Reimbursement invoices will include person receiving services, County of Financial Responsibility, number of hours served, service rate and total.

3.2 Time Limit for Reimbursement. The Grantee agrees that invoices submitted more than 120 days following the last day of the quarter in which services were provided may, at the Board's discretion, be rejected for reimbursement.

3.3 Reimbursement will be submitted to the Initiative Coordinator of the CommUNITY Adult Mental Health Initiative monthly.

3.4 Grant funds designated for the Community Outreach Services in the CommUNITY Adult Mental Health Initiative budget may be shifted for use from one Community Outreach Service Grantee to another, based upon usage and needs. These funds may be reallocated and moved with approval of the CommUNITY Adult Mental Health Initiative Program Coordinator.

4 Conditions of Payment

The Grantee shall be reimbursed monthly for services rendered.

- These rates are inclusive of all direct services and administrative costs reimbursement pursuant to this contract. The Grantee shall not seek reimbursement for any additional administrative or other costs associated with providing services funded through this grant agreement.

5 Authorized Representative

CAMHI's Authorized Representative is Bethany Oberg, Initiative Coordinator, 531 Dewey Street, PO BOX 740, Foley MN 56329, 320-968-5277, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the authority to accept the services and performance provided under this grant agreement.

The GRANTEE's Authorized Representative is Sandi Shoberg, Benton County Health and Human Services Director, or her successor.

If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify CAMHI.

6 Assignment, Amendments, Waiver, and Grant Contract Complete

6.1 Assignment: The GRANTEE may neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the Board. The GRANTEE shall be responsible for all subcontractors and shall require compliance with the provisions of this grant agreement.

6.2 Amendments: Any amendment to this grant 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 grant agreement, or their successors in office.

6.3 Waiver: If CAMHI fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7 Insurance and Liability

The GRANTEE must indemnify, save, and hold CAMHI, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by CAMHI, arising from the performance of this grant agreement 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 CAMHI's failure to fulfill its obligations under this grant agreement.

The GRANTEE agrees that in order to protect itself as well as CAMHI under the indemnity agreement provision herein above set forth, it will at all times maintain appropriate insurance during the term of this Agreement. By providing insurance, GRANTEE does not waive any immunity to tort caps that it may be entitled to under law.

8 Record Disclosures/Monitoring Procedures:

Grantee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minnesota Statute §16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Grantee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

9 Government Data Practices

All data collected, received, maintained, created, or disseminated, or used for any purpose in the course of the Grantee's performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act", any other Minnesota Statute and Minnesota Rules implementing the Act now in force or hereafter adopted, and, applicable federal laws and regulations on data privacy. The Grantee agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.

10 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 CAMHI 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 CAMHI's obligation or responsibility.

11 Governing Law, Jurisdiction, and Venue

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

12 Termination

- A. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED BY EITHER PARTY IN THE EVENT SUFFICIENT FUNDS ARE NOT APPROPRIATED, OBTAINED AND CONTINUED AT LEAST AT THE LEVEL RELIED UPON FOR THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.
- B. In the event of temporary lack of funding or appropriation, the Board may suspend its obligations under this Agreement without terminating it. This suspension will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Agreement. The Board will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
 1. County will be notified in writing of the temporary suspension, and County's ability to perform under the Agreement will be suspended during this period. The Board will provide reasonable notice to the County of the lack of funding or appropriation and shall notify County once funding is restored or appropriated, and at the Board's discretion, performance under the Agreement may resume
 2. The Board may convert the suspension for insufficient funding to termination under clause C upon written notice to County.
 3. County may reject the Board's suspension for insufficient funding by written response to the notice of suspension. If County rejects suspension, the notice of suspension shall be effective as a notice of termination under clause 12(A) with the same effective date as was provided for the suspension.

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

APPROVED:

GRANTEE

BY:

TITLE:

DATE:

**COMMUNITY ADULT MENTAL
HEALTH INITIATIVE**

BY:

TITLE: Chair, Joint Powers Board

DATE:

Attest:

BY:

TITLE: Attorney for the County

DATE:

Attest:

BY:

TITLE: Attorney for CAMHI

DATE:

Exhibit A



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and Benton County, an independent grantee, not an employee of the State of Minnesota, located at 531 Dewey Street, Foley, MN 56329 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: Create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, County Duties, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard, as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Terms of payment

- a. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **six million two hundred thirty nine thousand one hundred ninety dollars (\$6,239,190)**.
 1. The total obligation covers two full calendar years.
 2. In calendar year 2025, the COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY more than half of the total obligation/total budget amount indicated in Attachment B.
 3. Underspending in calendar year 2025 is not available for use in future calendar years.
- b. Advance.** The COUNTY will receive an initial payment of **seven hundred seventy nine thousand eight hundred ninety nine dollars (\$779,899)** which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of each calendar year during the contract term.
- c. Reconciliation.** Any portion of the cash advances that are unspent must be returned to STATE at the end of each calendar year of the contract term.

d. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-based Grant Fiscal Report (DHS-2895) specific to the grant and according to the following schedule: following each March 31, June 30, September 30, and December 31.

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

a. **Compensation.**

1. COUNTY will be paid in accordance with **Attachment B, Budget**, which is attached and incorporated into this CONTRACT.
2. **Budget Modification.**
 - a. COUNTY must submit a Budget Modification Form provided by STATE and obtain STATE written approval before changing any part of the budget.
 - b. Budget modifications are required when adding or removing a BRASS code from the budget, adding or removing a provider(s), or shifting funds between BRASS codes.
 - c. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - d. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on the budget tab of the application provided by STATE.
3. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan, page 69, Chapter 15.¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized

representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd.

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

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

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

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

6. TERMINATION.

6.1. Termination by the State.

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

6.2. Termination by the Commissioner of Administration.

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

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

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is Christian Ederer or successor. Phone and email: 651-431-3605 christian.t.ederer@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is Julie Ellis or successor. Phone and email: 320-656-6125 julie.ellis@stearnscountymn.gov. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Sandi Shoberg or successor. Phone and email: 320-968-5113 sshoberg@co.benton.mn.us.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the Data Sharing Agreement and Business Associate Agreements entitled "Information Privacy and Security Agreement Between Minnesota Department of Human Services and County Human Services Agency" and "Business Associate Agreement Between Minnesota Department of Human Services and County Human Services Agency", respectively and executed by DHS and Benton County on 4/20/2015 (hereafter "Data Sharing Agreement and Business Associate Agreement") which are incorporated into this CONTRACT by reference, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

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

electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

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

free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

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

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

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

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

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

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

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

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

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

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

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

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

a. Instructions for Certification

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

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

b. Lower Tier Covered Transactions.

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

15. JURISDICTION AND VENUE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

17.3. Entire Agreement.

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

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

18. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

19. SUBCONTRACTS.

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

20. LEGAL COMPLIANCE.

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

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

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

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

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

21. OTHER PROVISIONS

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

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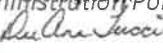
Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: 
5700AF8E95704DF...

Date: 11/26/2024

Contract No: GRK 260433

Distribution: (fully executed contract to each)

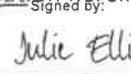
Contracts and Legal Compliance Division

County

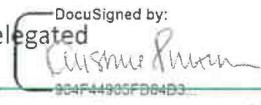
State Authorized Representative

2. COUNTY

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

Signed by:
By: 
500E97EB13DB446
Title: Human Services Director/Chair of Joint Powers Board
Date: 11/26/2024

3. STATE AGENCY

DocuSigned by:
By (with delegated authority): 
504F44905FD84D3
Title: Deputy Assistant Commissioner
Date: 11/26/2024

Adult Mental Health Initiative Grant Contract Attachment A

County Responsibilities

The following items need to be reviewed and acknowledged (check the checkbox).

These items will be evaluated throughout the contract term via site visits and record requests.

By acknowledging, you are stating that you understand the listed program requirements and that related documents and information may be requested from DHS at any time throughout the contract period.

Applicable Grant(s)	Requirement	Description of Tasks & Deliverables	Acknowledge
AMHI	Must have written policy and procedures governing accounting and operational procedures	Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement). Decision-making process document or description. Contingency planning. Nondiscrimination policies.	<input type="checkbox"/> Acknowledge
AMHI	Must include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans.	<input type="checkbox"/> Acknowledge
AMHI	<u>Must ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661</u>	Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI). Include program evaluation.	<input type="checkbox"/> Acknowledge
CSP	<u>Must ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712</u>	Assure sufficient community support services are available to meet the needs of adults with SPMI in the county such as: Competitive employment; Activities of daily living; Leisure activities; Housing; Benefit assistance and Day treatment services	<input type="checkbox"/> Acknowledge
AMHI & CSP	<u>Must work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461</u>	Lived experience with mental illness guides the governance and services Bring together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. Develop and provide an array of person centered services that builds on personal and cultural strengths. Utilize a data driven model to evaluate the impact of services on health outcomes. Assure access, early intervention, coordination, and application of resources through creative partnerships.	<input type="checkbox"/> Acknowledge
AMHI & CSP	<u>Must ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3</u>	Submit quarterly fiscal reports/invoices to DHS for payment	<input type="checkbox"/> Acknowledge
AMHI & CSP	Must ensure that Adult Mental Health grant funding is payer of last resort	County and contracted providers must bill all eligible insurance before accessing Adult Mental Health grant funding.	<input type="checkbox"/> Acknowledge
AMHI & CSP	<u>Must have a transition plan that complies with Minnesota Statute 245.466 subd.3a</u>	Transition plan for continuity of care in the event of contract termination with a community mental health center. Transition plan for continuity of care in the event of contract termination with a community support services provider.	<input type="checkbox"/> Acknowledge
AMHI & CSP	Must complete all required data reporting and ensure their contracted providers are completing all required data reporting	MHIS data reporting completed twice a year SSIS data reporting completed	<input type="checkbox"/> Acknowledge
AMHI & CSP	Must meet the policy requirements from the Office of Grants Management for all subcontracts that are over \$50,000	Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation. Conflict of interest assessed and documented	<input type="checkbox"/> Acknowledge
AMHI & CSP	<u>Must incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers</u>	Demonstrate effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. The National CLAS Standards Implementation Framework's six areas for action: (1) Foster cultural competence; (2) Reflect and respect diversity; (3) Ensure language access; (4) Build Community partnerships; (5) Collect diversity data; and (6) Benchmark, plan, and evaluate.	<input type="checkbox"/> Acknowledge
AMHI & CSP	Must have written policy or procedure governing decisions around 418x Client Flex Funds		<input type="checkbox"/> Acknowledge
AMHI & CSP	Must include a needs assessment conducted by the LAC in its adult mental health plan/application	Needs assessment must include information about how the assessment was conducted. The county should use the LAC as a resource in the development of local plans, grant proposals and mental health services funding.	<input type="checkbox"/> Acknowledge
AMHI & CSP	Must meet requirements of Open Meeting Law	Meeting information posted where community members can find and access it. Meeting minutes and decisions are documented and publicly available	<input type="checkbox"/> Acknowledge

CONTRACT TERM Adult Mental Health Initiative Grant Contract Attachment B

AMHI Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure the difference totals \$0.

AMHI	AMHI Allocation	Amount budgeted	Difference
CommUnity - AMHI	\$ 6,239,190	\$ 6,239,190	\$ -

BUDGET SUMMARY #1		BUDGET SUMMARY #2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET #1	BRASS Code	TOTAL BUDGET #2	
Fiscal host fee	\$ 227,413.00	Fiscal host fee	\$ 227,413.00	
402x - Community Education and Prevention	\$ 63,500.00	402x - Community Education and Prevention	\$ 63,500.00	
403x - Adult Client Outreach	\$ 565,148.00	403x - Adult Client Outreach	\$ 565,148.00	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	
409x - Pre-petition Screening/Hearing	\$ -	409x - Pre-petition Screening/Hearing	\$ -	
416x - Transportation	\$ 3,000.00	416x - Transportation	\$ 3,000.00	
418x - Client Flex Funds	\$ 60,000.00	418x - Client Flex Funds	\$ 60,000.00	
419x - Court-related Services and Activities	\$ -	419x - Court-related Services and Activities	\$ -	
420x - Peer Support Services	\$ 150,000.00	420x - Peer Support Services	\$ 150,000.00	
431x - Adult Mobile Crisis Services	\$ -	431x - Adult Mobile Crisis Services	\$ -	
434x - Community Support Program Services	\$ -	434x - Community Support Program Services	\$ -	
436x - Adult Residential Crisis Stabilization	\$ 125,000.00	436x - Adult Residential Crisis Stabilization	\$ 125,000.00	
437x - Supported Employment / Individualized Placement and Support Services	\$ 150,000.00	437x - Supported Employment / Individualized Placement and Support Services	\$ 150,000.00	
438x - Assertive Community Treatment (ACT)	\$ 409,200.00	438x - Assertive Community Treatment (ACT)	\$ 409,200.00	
443x - Housing Subsidy	\$ 457,000.00	443x - Housing Subsidy	\$ 457,000.00	
446x - Basic living / Social Skills and Community Integration	\$ 342,437.00	446x - Basic living / Social Skills and Community Integration	\$ 342,437.00	
451x - Emergency Response Services	\$ 416,897.00	451x - Emergency Response Services	\$ 416,897.00	
452x - Adult Outpatient Psychotherapy	\$ -	452x - Adult Outpatient Psychotherapy	\$ -	
454x - Adult Outpatient Medication Management	\$ -	454x - Adult Outpatient Medication Management	\$ -	
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ -	
469x - Partial Hospitalization	\$ -	469x - Partial Hospitalization	\$ -	
474x - Intensive Residential Treatment Services (IRTS)	\$ 50,000.00	474x - Intensive Residential Treatment Services (IRTS)	\$ 50,000.00	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	
493x - Adult General Case Management	\$ 100,000.00	493x - Adult General Case Management	\$ 100,000.00	
TOTAL AMHI FUNDS #1	\$ 3,119,595.00	TOTAL AMHI FUNDS #2	\$ 3,119,595.00	\$ 6,239,190.00

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA CONSENT AGENDA

REQUESTING DEPARTMENT Land Services Department

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Establish date and time for the Special Board of Appeal and Equalization for the 2026 Assessment Year and appoint members to the Special Board of Appeal and Equalization.

BACKGROUND INFORMATION

The County Board of Appeal and Equalization or the Special Board of Appeal and Equalization (SBAE) appointed by it, shall convene after the second Friday in June and allow for 10 consecutive meeting days in June. Thus, one must convene by Statute on one of these dates:

Monday, **June 15th, 2026***, Tuesday June 16th, 2026, Wednesday June 17th 2026, Thursday June 18th 2026 or Friday June 19th, 2026. *Monday meetings tend to work better for special board members. Historically these have occurred at 6:30 p.m.-7:30 p.m. on a Monday. Meeting date may not end prior to 7:00 PM unless a county chooses to consider Saturday as a meeting day.

If the County Board chooses to move forward with a Special Board of Appeal and Equalization as it has in the past, members must be appointed to that Board. Attached is a list of individuals to be appointed.

Compensation for SBAE must also be decided. In the past, Board members have received \$150 for serving on the SBAE.

ACTION REQUESTED

Approve the establishment of the Special Board of Appeal and Equalization, set the meeting date for Monday, June 15th, 2026, at 6:30 p.m. and appoint Rob Jacobs, Joe Scapanski, Susanne Barkalow, Jason Tangen and Bill Eichler, and approve compensation of \$150 per appointee for the SBAE members.

FISCAL IMPACT

ESTIMATED COST (\$) \$150 per Board Member, TOTAL: \$750.00

SOURCE OF FUNDS

NEW / ADDITIONAL REVENUE (\$)

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE

10

DATE

1/27/2026

DEPARTMENT HEAD SIGNATURE

DATE

COUNTY ATTORNEY SIGNATURE

DATE

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA

2026 SPECIAL BOARD OF APPEAL AND EQUALIZATION APPOINTEES

Commissioner Ed Popp	Appointee Realtor	Rob Jacobs 9455 Bayview Ct NW Rice, MN 56367 Term: Exp. Dec. 31, 2026
Commissioner Scott Johnson	Appointee Realtor	Joe Scapanski 7298 65 th Ave Sauk Rapids, MN 56379 Term: Exp. Dec. 31, 2028
Commissioner Steve Heinen	Appointee Appraiser	Susanne Barkalow PO Box 1817 St. Cloud, MN 56302 Term: Exp. Dec. 31, 2026
Commissioner Jared Gapinski	Appointee Realtor	Jason Tangen Shrewd Real Estate LLC 2757 Ocarina Ct Sauk Rapids MN 56379 Term: Exp. Dec. 31, 2028
Commissioner Pam Benoit	Appointee Appraiser	Bill Eichler 4485 Shadowwood Dr NE Sauk Rapids, MN 56379 Term: Exp. Dec. 31, 2028

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3rd, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT Sheriff's Office

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Sign agreement with Tri-County Humane Society for animal care and boarding

BACKGROUND INFORMATION

The Tri-County Humane Society (TCHS) is a St. Cloud entity that provides care and shelter to stray animals from Benton, Sherburne, and Stearns counties. TCHS provides 24 hour boarding and impound services for all different kinds of animals to many area municipalities. Benton County does on occasion have need to place animals that are found in surroundings which mandate their removal and impoundment. TCHS is the only shelter in the area available on a 24/7 basis that offers impound services. We initiated a contractual arrangement with TCHS in 2019. TCHS advised that they desire to have their governmental agencies sign a new agreement annually.

ACTION REQUESTED

Request the Board approve the agreement and direct the Chair to sign.

FISCAL IMPACT

ESTIMATED COST (\$) Variable

SOURCE OF FUNDS Sheriff's Office budget

NEW / ADDITIONAL REVENUE (\$) N/A

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE



DATE 1-22-26

DATE 1-22-26

DEPARTMENT HEAD SIGNATURE



DATE 1-22-26

DATE 1-22-26

COUNTY ATTORNEY SIGNATURE



DATE 1-22-26

DATE 1-22-26

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA



ANIMAL IMPOUND AGREEMENT

This agreement is between Benton County Sheriff's Office and Tri-County Humane Society, a Minnesota non-profit corporation (hereinafter "TCHS") effective **January 1 - December 31, 2026**.

A. THE FOLLOWING IS MUTUALLY AGREED UPON BY THE PARTIES:

1. That Tri-County Humane Society (TCHS) agrees to:
 - a. Provide an appropriate animal shelter with competent staff to adequately and properly house and handle impounded animals. The shelter shall be open to the public to receive inquiries regarding lost or found animals or to reclaim animals seven days a week (excluding holidays) during the hours of noon to 6:00 pm on weekdays and noon to 5:00 pm on weekends apart from alternate hours due to inclement weather.
 - b. Receive and impound domestic companion animals found at large or legally seized within the Benton County by an authorized municipal representative during the hours of 9 am – 6 pm on weekdays and 9 am – 5 pm on weekends excluding days in which the shelter is closed to due inclement weather or holidays.
 - d. Notify via email to all designated municipal personnel of animal impoundment within 24 hours of animal intake.
 - e. Hold stray animals for up to five business days, excluding the day of impound, per Minnesota State Statutes/Rules and publicize them upon intake on www.tricountyhumane.org for the purposes of identification and redemption by the owner.
 - f. Provide animal bite quarantine services for animal-on-human bites by stray, safekeeping, or cruelty investigation animals. Animals will be held on bite quarantine for 10 business days, with date of bite being day 0, plus 1 full business day to allow for reclaim by the owner. A post-quarantine exam will be conducted by TCHS prior to release from quarantine.
 - g. Receive and hold safekeeping and cruelty investigation animals for up to 10 business days per Minnesota State Statute, or longer upon request of the impounding Benton County Sheriff's Office, with day of impound being day zero. Appeals must be made to the Benton County Sheriff's Office by the owner prior to the end of the holding period.
 - h. Perform humane euthanasia as deemed necessary by TCHS' licensed veterinarian.
 - i. Provide proper and adequate shelter, food, water, and other humane treatment for impounded domestic animals delivered into its possession until reclaimed or otherwise disposed of.

Tri-County Humane Society

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csm@tricountyhumane.org | www.tricountyhumane.org



- j. Assess all impounded animals, vaccinate and de-worm all dogs and cats upon intake when feasible, and provide additional veterinary care within the shelter's capacity as necessary.
- k. Respond to all inquiries that are received by TCHS in respect to the impounded animals, keeping a log of lost and found reports and cross-referencing each list regularly to facilitate reclaims.
- l. Prior to an animal's impoundment, when practical and possible, TCHS and the Benton County Sheriff's Office will check for microchip and tag identification and attempt to return the animal to its owner. The Benton County Sheriff's Office may choose to impound any stray animal when the animal or its owner has been subject to known animal control issues and/or investigations.
- m. Assume ownership and financial responsibility from the Benton County Sheriff's Office for unclaimed impounded animals beyond the times provided in this contract. (i.e. on the 1st day after stray or safekeeping hold is complete or on the 2nd day after a stray/safekeeping bite quarantine is complete.)
- n. Invoice to the Benton County Sheriff's Office via email quarterly (April, July, October, January) for impounded animals per the fee schedule below.
- o. Comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. TCHS shall be solely and completely responsible for all conditions of the service site, including the safety of all persons and property during the performance of the Services.
TCHS represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services, is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

2. That the Benton County Sheriff's Office agrees to:
 - a. Deliver stray and seized animals to TCHS.
 - b. Seek alternative veterinary care for animals, when practical and possible, if (1) the necessary veterinary care is beyond the capacity of TCHS; or (2) the Benton County Sheriff's Office disagrees with or wants a second opinion concerning the health of an animal. When it is not practical and possible to seek alternative veterinary care, the Benton County Sheriff's Office understands that TCHS is not a full-service veterinary clinic; if comfort care is not sufficient to prevent pain or suffering, euthanasia may be the most humane and appropriate outcome.
 - e. Provide a list of municipal employee names and email addresses of those to be notified of any animal impound within 24 hours of impoundment. Pay TCHS within 30

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days of receiving the invoice for impound services per the detailed fee schedule. The Minnesota Prompt Payment Act will govern payment and payment disputes. Minn. Stat. 471.425.

- f. Pay a \$30 late fee to TCHS for any payments received after the listed payment due date.

B. FEE SCHEDULE

1. Admin fee for stray reclams facilitated by TCHS:
 - a. \$25/animal, no other fees applied
2. Stray fees* (excluding strays on bite quarantine):
 - a. \$125 per dog or cat 4+ months of age
 - b. \$100 per dog or cat under 4 months of age (capped at \$250 for 3 or more animals)
 - i. This fee also applies to animals born to impounded strays during their stray hold period.
 - c. \$50 per other companion animal
1. Additional \$25/day/animal beyond 5-day hold for Benton County Sheriff's Office requested extensions
2. Safekeeping/Seized fee** (excluding animals on bite quarantine):
 - a. \$35/day/animal
3. Stray/Safekeeping bite quarantine fee**:
 - a. \$50/day/animal
4. Dead on arrival disposal fee:
 - a. \$75/animal

* Fees will be passed on to the owner and not billed to the Benton County Sheriff's Office if reclaimed.

** Fees will be charged to Benton County Sheriff's Office regardless if reclaimed by owner.

C. TERM

1. The term of this Agreement shall begin on the Effective Date of January 1, 2026, and end December 31, 2026, unless terminated sooner in accordance with the terms of this Agreement.
2. Either party may terminate this Agreement for convenience at any time. Termination shall be effective at the end of the month following the party's receipt of thirty (30) days written notice to the other party.
3. Either party may terminate this Agreement if the other party is in breach of any material obligation contained in this Agreement, which is not remedied by the other party within ten (10) days of written notice.

Tri-County Humane Society

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4. The parties may voluntarily terminate this Agreement at any time by mutual agreement.
5. In the event of termination, the Benton County Sheriff's Office shall only be responsible for paying for the services satisfactorily performed to TCHS to the effective date of termination, as described in the final invoice to the Benton County Sheriff's Office.
6. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

D. MISCELLANEOUS TERMS

1. Insurance Requirements. TCHS, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:
 - A. General Liability Insurance. TCHS agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products, completed operations, personal injury, advertising injury, and contractually assumed liability. The Benton County Sheriff's Office shall be endorsed as additional insured.
 - B. Workers' Compensation. TCHS agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. TCHS shall also carry employers' liability coverage with minimum limits as follows:
 - \$500,000 - Bodily Injury by Disease per employee
 - \$500,000 - Bodily Injury by Disease aggregate
 - \$500,000 - Bodily Injury by Accident

TCHS shall, prior to commencing the Services, deliver to the Benton County Sheriff's Office a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance. TCHS's policies shall be the primary insurance to any other valid and collectible insurance available to the Benton County Sheriff's Office with respect to any claim arising out of TCHS's performance under this Agreement.



TCHS's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled without at least thirty (30) days advanced written notice to the Benton County Sheriff's Office.

2. Indemnification. To the fullest extent permitted by law, TCHS agrees to defend, indemnify, and hold harmless the Benton County Sheriff's Office and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of TCHS's negligence or TCHS's performance or failure to perform its obligations under this Agreement. TCHS's indemnification obligation shall apply to TCHS's subcontractor(s), or anyone directly or indirectly employed or hired by TCHS, or anyone for whose acts TCHS may be liable. TCHS agrees this indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, the Benton County Sheriff's Office agrees to defend, indemnify, and hold harmless TCHS and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Benton County Sheriff's Office's negligence or the Benton County Sheriff's Office's performance or failure to perform, its obligations under this Agreement. The Benton County Sheriff's Office's indemnification obligation shall apply to the Benton County Sheriff's Office's employees and subcontractor(s), or anyone directly or indirectly employed or hired by the Benton County Sheriff's Office, or anyone for whose acts for the Benton County Sheriff's Office may be responsible. The Benton County Sheriff's Office agrees this indemnity obligation shall survive the completion or termination of this Agreement. The County's liability will be governed by Minn. Stat. Ch. 466 and other applicable law.

3. Government Data/Privacy. TCHS agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. TCHS understands that all the data created, collected, received, stored, used, maintained, or disseminated by TCHS in performing those functions that the Benton County Sheriff's Office would perform is subject to the requirements of Chapter 13, and TCHS must comply with those requirements as if it were a government entity. This does not create a duty on the part of TCHS to provide the public with access to public data if the public data is available from the Benton County Sheriff's Office, except as required by the terms of this Agreement.



IN WITNESS WHEREOF the Parties have caused this Agreement to be approved on the effective date above.

TRI-COUNTY HUMANE SOCIETY AUTHORIZED AGENT

Signature: Kai Boelke Title: Customer Service Manager Date: November 3, 2025

BENTON COUNTY AUTHORIZED AGENT

Signature: _____ Title _____ Date: _____

BENTON COUNTY SHERIFF'S OFFICE BILLING / CLERK CONTACT INFO

Clerk Name: Ericka Goebel Clerk Phone Number: 320-968-8107

Clerk Email Address: egoebel@co.benton.mn.us

Billing Address: PO Box 159, Foley, MN 56329

Please list the names and email addresses of those who should be notified of animal impound intakes:

Name: Troy Heck Email: heckt@co.benton.mn.us

Name: Neal Jacobson Email: jacon@co.benton.mn.us

Name: Kyle Dusing Email: dusik@co.benton.mn.us

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

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csm@tricountyhumane.org | www.tricountyhumane.org

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3rd, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT Sheriff's Office

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Approve contract with Midco for cable television services

BACKGROUND INFORMATION

For the last decade or more, the Benton County Sheriff's Office received free cable television service via the franchise agreement between the City of Foley and their chosen cable television provider for the city. In their most recent negotiations with Midco, the city's chosen cable television provider, the number of free services required of Midco by virtue of their franchise agreement was reduced. The sheriff's office lost our free cable television service as a result of this reduction. This contract allows our office to continue receiving cable television services on a subscription basis for the next 36 months. These services are used by our staff throughout the office, including in the jail, and will cost \$16.98 per month.

ACTION REQUESTED

Approve contract with Midco.

FISCAL IMPACT

ESTIMATED COST (\$) \$203.76 per year

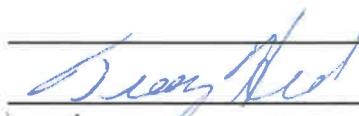
SOURCE OF FUNDS Sheriff's budget

NEW / ADDITIONAL REVENUE (\$)

COST BUDGETED IN CURRENT YEAR? YES NO

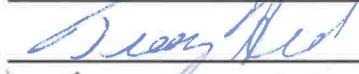
SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

 DATE

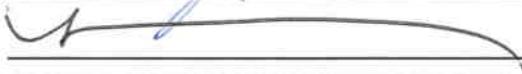
DATE 1-20-26

DEPARTMENT HEAD SIGNATURE

 DATE

DATE 1-20-26

COUNTY ATTORNEY SIGNATURE

 DATE

DATE 1-21-2026

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA



PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date 01/02/26

Page 1 of 6

Midco Business Service Order

MSA #: | Account #:

Customer Information

Company Name: Benton County
Account Address: 531 DEWEY ST
City: FOLEY
State: MN
Zip: 56329-8413
Primary Contact: Ericka Goebel
(320) 968-8107
egoebel@co.benton.mn.us

Multiple Locations: No

Billing Information

Billing Name: Benton County - Sheriff's Office
Billing Address: PO BOX 159
City: Foley
State: MN
Zip: 56329
Billing Contact: Ericka Goebel
(320) 968-8107
egoebel@co.benton.mn.us

Tax Exempt: Yes
Billing Preference: Paper Account

Acceptance

This Service Order supplements the Master Service Agreement at Midco.com/legal, including any Addendum, Attachments, Exhibits, or terms within Service Orders. It is also subject to terms in Midco's Annual Notice to Customers, Internet Subscriber Agreement, and Cable, Internet, & Telephone Subscriber Privacy Notice, all found at Midco.com/legal. By signing up for Midco service, Customer is opted into receiving service-related email and text communications from Midco. To opt out of this communication preference, please contact Midco.

By signing below, you agree to enroll in Midco services, which will be billed monthly, and automatically renew each month in accordance with the Term outlined in this service order, until you cancel.

By signing below, you acknowledge that you are authorized to order the services described herein and to bind the company to this contract. You have read, understand, and agree to be bound by the terms of this service order as outlined or incorporated by reference herein.

E-SIGNED by Bobbi Herubin-Noll
on 01-02-2026 16:42:28 GMT

Customer Authorized Signature

Steve Heinen

Name (Please Print)

Commissioner

Title

Date

Midco Authorized Signature

Bobbi Jo Herubin-Noll

Name (Please Print)

Senior Major Account Executive

Title

01-02-2026

Date



PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date 01/02/26

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Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address:	On-Site Contact:	Authorized Contact:	Account Executive			
581 HIGHWAY 23 FOLEY, MN 56329-9183 Account#: 372587801	Ericka Goebel (320) 968-8107 egoebel@co.benton.mn.u s	Steve Heinen (320) 259-6308 sheinen@co.benton.mn.u s	Bobbi Jo Herubin-Noll 3206860183 Bobbi.Herubin-Noll@Midco.com			
Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Data						
Midco Business Internet 25 - MidcoTV	2	\$0.00	\$0.00		New	36 Months
Midco Business Internet 25 - MidcoTV - Discount	2	\$0.00	\$0.00		New	36 Months
Data Services Subtotal						
Est. Network Access Charge			\$0.78			
Est. Other Taxes and Fees			\$0.05			
Est. Data Taxes and Fees Subtotal			\$0.83			
Total Est. Data Services			\$0.83			
Video						
Est. Local Broadcast Retransmission Fee						
Video Programming Subtotal						
Set Top Box	5	\$3.00	\$15.00		New	Monthly
Equipment and Licensing Subtotal			\$15.00			
Est. County Transit Sales Tax			\$0.10			
Est. State Sales Tax			\$1.05			
Est. FCC Fee						
Est. Video Taxes and Fees Subtotal			\$1.15			
Total Est. Video Services			\$16.15			
Install Fee						
Business Installation	1	\$0.00	\$0.00	\$499.00	New	1 Month
Business Installation Waived	1	\$0.00	\$0.00	(\$499.00)	New	1 Month
Install Fee Services Subtotal						
Total Est. Install Charges						
Service Location Total Charges:						
581 HIGHWAY 23, FOLEY, MN			\$16.98	\$0.00		
Notes:						



PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date 01/02/26

Page 3 of 6

Midco Business Service Order

MSA #: | Account #:

Total Charges

Taxes, fees and assessments are monthly, estimated and will be confirmed on your billing statement. (Taxes will not be applied to tax-exempt entities.)

Service Location	Monthly Recurring Charge	Non-Recurring Charge
581 HIGHWAY 23, FOLEY, MN	\$16.98	\$0.00
Total Charges:	\$16.98	\$0.00



PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date 01/02/26

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Midco Business Service Order

MSA #: | Account #:

Notes:

TERMS AND CONDITIONS APPLICABLE TO DATA SERVICES (the "Service")

1. Services Warranty. Each level of Service has limits on the maximum throughput rate at which Customer may send and receive data at any time. Customer's access to the internet will be delivered to the Demarcation Point, as hereinafter defined, at the rate specified by the Service. However, once packet traffic passes the Demarcation Point out to the internet, the throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation: the number of users and/or computer stations using a single connection; computer, router and firewall configurations; internet network congestion; time of day; and the accessed website servers. THE ABOVE SERVICE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Off-Net Services. Off-Net Services may be provided to a Service Location under this Agreement that is outside of Midco's service area and/or a Service Location that is within Midco's service area but that is not readily accessible by Midco's network facilities. Customer understands and agrees that Midco, upon entering into a Service Order with Customer may, at Midco's discretion, utilize Off-Net services to deliver the Service. All Off-Net services are provided by third party service providers and may be subject to additional terms and conditions. For Off-Net services, the length of term for service at a particular Service Location will match the term Midco is able to secure with the Off-Net service provider. Fees for Off-Net services will include the cost of the Service, any fees imposed by the Off-Net provider, taxes, fees as well as any administrative or overhead expenses. Fees and expenses for Off-Net services may change without notice. Maintenance of Off-Net services is outside of Midco's control and maintenance outages may occur without notice. In the event Customer terminates Service at a Service Location where Off-Net services are being provided following Midco's acceptance of the applicable Service Order but prior to the end of the applicable term, Customer shall pay termination fees equal to one hundred percent (100%) of the monthly recurring charges remaining through the end of the term plus one hundred percent (100%) of any remaining, unpaid installation fees. Customer shall also pay any third party service provider ancillary fees incurred by Midco due to the early termination of Service by Customer.

3. Internet Domain Names. The Service described in the Service Order may include certain internet domain name registration and maintenance services. Customer acknowledges that such services do not include any research or determination of any sort regarding whether Customer's selection of a domain name will infringe, dilute, or otherwise violate the scope of any third party's rights in a trademark, any other type of mark, trade name, or personal or legal entity name. Customer agrees to assume any and all risks associated with Customer's selection of an internet domain name. Customer may wish to consult an attorney familiar with copyright law, trademark law and the internet domain name registration process prior to selecting an internet domain name.

4. Acceptance Testing. Upon completion of installation, testing and activation of each Service, Midco shall notify Customer that such Service is installed and functioning properly for Customer's use. Unless Customer transmits written notice to Midco within one (1) business day (or such other time period as noted in the applicable Service Order) that the Service is not installed and functioning properly, Customer shall be deemed to have accepted the Services as of the end of such period. In the event Customer notifies Midco within the time period stated above that the Service is not installed and functioning properly, then Midco shall, within five (5) business days after receipt of such notice, (a) commence efforts to correct any deficiencies to ensure that the Service is installed and functioning properly and deliver a new Service activation notice to Customer, or (b) confirm that the Service is correctly installed and functioning properly (along with supporting documentation). The procedure described above shall be repeated as reasonable until the Customer expressly accepts such Services or is deemed to have accepted such Services as described herein. In the event Midco confirms proper installation and functionality of the Service in accordance with this Section, then the Service will be deemed accepted as of the fifth day following Midco's original installation notice and any further failure or refusal on the part of Customer to be ready to receive the Services shall neither relieve Customer of its obligation to pay the applicable charges



and fees, nor constitute a breach or default under this Agreement by Midco. Acceptance of the Service by Customer pursuant to this Section shall not be deemed a waiver of any rights Customer may have with respect to the availability, serviceability, performance, operation or other attributes of the Service that are described elsewhere within this Agreement or the associated Service Order. Rates and charges for Service shall be set forth in the respective Service Order. Charges for additional services required for installation or use of such Services shall also be set forth on the applicable Service Order as agreed by the Parties. Billing to Customer for recurring charges with respect to Service will commence on the date on which Customer accepts or is deemed to have accepted such Services in accordance with this Section, or as otherwise stated in the Service Order. Non-recurring charges may be billed at the times designated by Midco.

5. Demarcation Point. The Demarcation Point shall be the point of interconnection between the Service and Customer's provided equipment located at a Service Location. In some cases, the Demarcation Point shall be the User to Network Interface (UNI) port on Midco Equipment at a Service Location.

6. User Responsibility. In order to utilize the Service provided by Midco, the Customer will need certain computer network equipment. It will be the responsibility of Customer to provide, operate, and maintain, all at Customer's expense, all such necessary computer network equipment. The Customer shall also be responsible for security related to the Customer's use of and access to the Service. No user access security will be provided by Midco. Midco shall not be liable in any manner to the Customer for Midco's failure or inability to detect or identify security breaches. Customer agrees to comply with Midco's Acceptable Use Policy; as such policy may be modified from time to time. The Midco Acceptable Use Policy can be accessed through the Midco website at www.midco.com. Customer shall not use the Service to provide access to online services that Customer hosts on Customer's computer system or to provide electronic services of any nature to any third party.

7. Charges & Payments. In addition to the charges specified in the Agreement or Service Order, Customer may also incur charges for usage-based services and from third party service providers that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears and may include, without limitation, purchasing or subscribing to other offerings via the internet. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

8. Unauthorized Use. Midco does not warrant or guarantee that it can prevent unauthorized use or misuse of the Service. Midco shall not be liable for any damages, including charges for Service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other third parties, or the public. Customer will remain responsible for all charges.

9. Network Integrity. If Midco determines in its sole discretion that action is necessary to protect its network and/or resources, Midco may take actions it determines appropriate, including: circuit blocking, port blocking, email virus scanning, denying email access or transmission, and putting limits on bandwidth and email usage. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such action and no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such action. Unless the circuit block was prompted and necessary due to Customer's action or inaction, Customer will be relieved of all obligations to make payments for charges relating to Service for the period of the circuit blockage.

10. Equipment Network Addresses. In order to use the Service, Midco will provide to the Customer a non-portable TCP/IP network address(es). IP address space is a finite resource that is an essential requirement for all internet access services. Midco may provide Customer with routable IP addresses. Customer may be required to provide documented justification to receive any routable IP addresses. Any pre-existing Customer network address(es) may not be routable on the Midco network due to Midco network configuration.

11. Data Redundancy and Backup. Unless priced as a Customer Term in the Service Order and paid for by Customer,



**MIDCO
BUSINESS™**

PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date

01/02/26

Page

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Midco Business Service Order

MSA #: | Account #:

Midco shall not be responsible for the redundancy or preservation of Customer data. Customer shall be responsible for preventing data loss, preparing for a possible data loss, and the creation and regular maintenance of an archive backup not stored on Midco hardware. In the event backup services are listed as a Customer Term, Midco cannot guarantee the backup process or that all data will be recoverable in the event of any failure or loss.

12. DDoS Mitigation Product Use. Midco uses a third-party product to monitor for Distributed Denial of Service (DDoS) attacks originating from outside Midco's network. If Customer purchases the Enhanced DDoS Mitigation product, Midco will provide a password to access the DDoS monitoring system, and Customer agrees and acknowledges that Customer will change the provided password upon first use of the same and will not provide that password to Midco or any third party. Midco will also verify Customer's username, which will have been provided to Midco by Customer during initial data collection for Customer's Enhanced DDoS Mitigation solution. From time to time, the third-party provider may make updates, replace or upgrade physical appliances and hardware, release a maintenance update, correction, bug fix, or otherwise modify its DDoS software and/or hardware (collectively, the "DDoS Updates"). Midco has no duty to notify Customer of any DDoS Updates, and the Enhanced DDoS Mitigation product may be unavailable during DDoS Updates. Customer will receive all such DDoS Updates if Customer purchases or is provided with Midco's Enhanced DDoS Mitigation product. Customer is not entitled to any options, upgrades, or future Midco or third-party DDoS products or services offered for an additional purchase. Customer acknowledges that the Enhanced DDoS Mitigation product is an on-demand solution to mitigate DDoS attacks originating from outside Midco. The Enhanced DDoS Mitigation product will not mitigate attacks that originate from another Midco customer.

13. Static IP Configuration Fees. Static IP configuration with Wi-Fi Pro cannot be completed remotely and Customer shall be responsible for additional installation fees if a Static IP is not requested prior to initial Wi-Fi Pro install. The timeliness of Static IP configuration is subject to Field Technician availability. During Static IP configuration, the Customer will experience downtime with their Wi-Fi network. Midco shall not be liable for any inconvenience, loss, liability, or damages resulting from such downtime which is expressly anticipated during configuration.

14. ACKNOWLEDGEMENT. BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO ORDER THE SERVICES DESCRIBED ABOVE AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS SERVICE ORDER AS POSTED AND UPDATED AT www.midco.com/legal

ADDENDUM TO MASTER SERVICE AGREEMENT

THIS ADDENDUM TO THE MASTER SERVICE AGREEMENT, updated November 2025 and found at Midco.com/legal, ("MSA") is between Benton County, Minnesota (herein "Customer"), and Midcontinent Communications (herein "Company").

The parties have entered into the MSA referenced above and desire Ratify the validity of the MSA and to amend the following sections by adding the following underlined language to the section and deleting the language indicated by a ~~strikethrough~~:

1. Service.

Subject to the terms and conditions contained herein, Tariffs on file in each state and Federal Communications Commission (FCC), and the applicable usage policies as posted on midco.com/legal, and subject to MSA: Minn. Stat. §§ 471.425, 16C.05. subd. 5, Chapter 466, Chapter 13 and other applicable State and Federal data privacy laws, Midco agrees to provide to Customer the service or services identified in the accepted Business Solutions Service Order(s) (collectively, the "Service"). Except as required by law, Service is for end-use only and may not be resold by Customer. Customer is responsible for security and all usage of Service. Wherever there exists a conflict between this MSA and the Minnesota statute(s), the statute will always control.

25. Legal Application.

This Agreement will be governed by the laws of the state of Minnesota and any claims hereunder shall be brought in the state or federal courts located in Minnesota without giving effect to the principles of conflict of laws. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. This document, Exhibits, Attachments, Service Orders, and Midco's Acceptable Use Policy (as presented on www.midco.com) represent the entire Agreement between the Parties and supersedes all prior conversations, representations, promises, and warranties (expressed or implied) made prior to or at the time of the signing of this document. This Agreement may be amended only in writing signed by an authorized representative of each Party. ~~If any action at law or equity is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief to which it may be entitled.~~ Each of Midco's rights and remedies under this Agreement shall be cumulative and additional to any other or further rights or remedies provided in law or equity or otherwise.

The Following Section 35 shall be deleted in its entirety:

~~32. Electronic Signature.~~

~~This Agreement shall be deemed executed by the Parties by electronic signature upon any Service Order. The Parties agree that an electronic signature is the legal equivalent of a manual printed signature on the Agreement; thus, an electronic signature is also a valid consent to be legally bound by this Agreement's terms and conditions. The Parties also agree that no certification authority or other third party verification is necessary to validate an electronic signature and that the lack of such~~

~~certification or third party verification will not in any way affect the enforceability of an electronic signature or any resulting Agreement between the parties.~~

And replaced with the following:

32. Insurance. Company further agrees that in order to protect itself as well as the Customer under the indemnity provisions set forth above, it will at all times, during the term of any service order, keep in force the following insurance:

- (a) Commercial General Liability/Professional Liability: \$500,000 per individual; \$1,500,000 per incident
- (b) Automobile Coverage: \$500,000 per individual; \$1,500,000 per incident
- (c) Workers' Compensation Insurance.
- (d) Cyber Liability Coverage: Contractor shall procure and maintain for the duration of the contract insurance covering claims arising out of its services and including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

1. Minimum liability limits:
 - a. \$1.5 million per occurrence or claim
 - b. \$3 million aggregate
2. The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties, and credit monitoring expenses. Limits should be sufficient to respond to these obligations.

Customer shall include County on such insurance policies as an additional insured. Prior to the effective date of any Service Order, and as a condition precedent to this MSA, Customer will furnish County with a certificate of insurance. Customer will also provide County a certificate for each project under the agreement and when there are changes to Customer's insurance during the term of this Agreement. Any insurance policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to Customer.

Section 22(b) shall be modified to include the following language:

Midco will also agree to pay reasonable attorney's fees and costs.

Section 36 shall be modified to include the following language:

36. General Terms. Customer's use of Midco's Services is specifically subject to this Agreement, and Customer's agreement to: (a) the legal notices found at www.midco.com/legal (the "Legal Notices"), which may be modified by Midco from time to time in accordance with the Legal Notices and applicable law, and which are incorporated herein by reference and made part of this Agreement; and (b) applicable Midco tariffs on file with the appropriate regulatory body. The Legal Notices will not include any other Terms and Conditions or Agreements listed in the Legal Notices section unless specifically

referenced in the Order Form.

The Following Section 37 shall be deleted in its entirety:

~~Order of Precedence. In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Agreement, the following is the order of precedence: 1) the applicable Service Order; 2) the Agreement General Terms and Conditions; and 3) any applicable and executed Exhibits or Attachments. To the extent that this Agreement is inconsistent with the terms of Midco's tariffs, the terms of the tariffs shall prevail.~~

And shall be replaced in its entirety with the following language:

37. If there is any conflict in language between the MSA and any other legal notice document referenced in the MSA or a Midco Order form and this Addendum, the Addendum language will control. Statutory law will always control over both the MSA and this Addendum. All subsections of the MSA remain as written.

Additional Terms:

Midco will not collect, use or release information except as allowed by law pursuant to Minn. Stat. Ch. 13. Midco will not collect personally identifiable information on the Customer and will not sell or share Customer's data with third parties except as required to provide services.

[Signatures to follow]

Midcontinent Communications
By: Midcontinent Communications Investor,
LLC
Its: Managing General Partner

Benton County

Name:  E-SIGNED by Bobbi Herubin-Noll
on 01-14-2026 21:17:51 GMT
Enterprise Account Executive
Title: _____
Date: 01-14-2026

Name: _____
Title: _____
Date: _____

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Discuss Great River Regional Library plan to accommodate 2026 Benton County funding level

BACKGROUND INFORMATION

GRRL Executive Director Brandi Canter will be present to discuss how the Library may address Benton County's 2026 funding level, which is approximately \$6,600 below the adopted 2026 GRRL budget.

ACTION REQUESTED

Discussion and possible direction

FISCAL IMPACT

ESTIMATED COST (\$)

SOURCE OF FUNDS

NEW / ADDITIONAL REVENUE (\$)

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE

DEPARTMENT HEAD SIGNATURE

DATE

01/27/2026

COUNTY ATTORNEY SIGNATURE

DATE

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 15 minutes

PREFERRED PLACEMENT ON AGENDA

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider an agreement with Fluid Interiors to serve as the County's furniture provider for the Government Center project

BACKGROUND INFORMATION

Based on County Board direction from the January 20th meeting, Board members, staff and GLT met with representatives from Fluid to discuss an agreement that reflects "not-to-exceed" costs for design, project management and installation. The attached agreement identifies the following NTE costs for 1) design \$15,000. 2) project management \$20,000 and 3) installation \$160,000. Total NTE cost is \$195,000. This amount represents 13% of the \$1.5 million FFE budget.

Also, the agreement establishes that furniture purchases shall be made through contracts negotiated by Omnia, a national purchasing alliance. This arrangement satisfies the competitive bidding requirements of MN Statutes §471.345 (see highlighted section attached).

Funding for FFE, including Fluid's "soft costs" will be provided from the project budget.

ACTION REQUESTED

A motion to adopt an agreement with Fluid Interiors for FFE design, project management and installation services for the Government Center project

FISCAL IMPACT

ESTIMATED COST (\$) NTE \$195,000

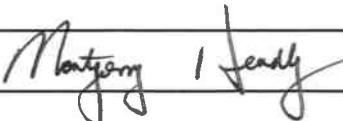
SOURCE OF FUNDS Project Budget

NEW / ADDITIONAL REVENUE (\$)

COST BUDGETED IN CURRENT YEAR? YES NO

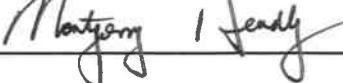
SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

 DATE _____

DATE _____

DEPARTMENT HEAD SIGNATURE

 DATE _____

DATE 1/28/2026

COUNTY ATTORNEY SIGNATURE

 DATE _____

DATE _____

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA _____

Fluid Interiors | Benton County

Government Center Project Terms

DESIGN FEES

Design is billable at \$105/hour, with an estimated range of \$10,000-\$15,000 based on the project size/scope. Billable design hours are not to exceed \$15,000.

Non-Billable for Design

- Initial discovery, 1-2 meetings
- Programming, 1-2 meetings
- Visual listening session, 1 meeting
- Selection of demo furniture, 1 meeting
- Field trip to Fluid showroom / existing local clients, 1-2 meetings
- Ancillary specifications
- Construction phasing

Billable for Design

- Workstation and office furniture design
- Live Design sessions
- Finish selection
- Floorplan configurations
- Final rendered drawings

PROJECT MANAGEMENT/INSTALLATION/DELIVERY FEES

Project Management is estimated at a range of \$10,000-\$20,000 based on the floor plan provided. Project Management fees are not to exceed \$20,000.

Project Management Description

- Coordination of site conditions
- Labor oversight
- OAC meeting attendance and coordination
- Shipping/Phasing logistics
- Delivery on site coordination with all trades

Installation/Delivery is estimated at a total of \$130,000-\$160,000 based on the current scope and floorplan provided. This includes our lean installation process, in which product is delivered to our warehouse and pre-assembled prior to delivery to site. This estimate may fluctuate based on the complexity of products purchased, manufacturer type, phasing, site conditions, etc. Installation/Delivery is not to exceed \$160,000, assuming the following:

- Limited product/scope changes

FLUID

- Regular hour delivery and installation
- Free and clear space for delivery and installation
- Street offload
- Single phase installation
- Dedicated access to freight elevator (no stair carries)

FURNITURE PRICING TERMS

Benton County will be purchasing through the Omnia (formerly US Communities), or like, state contract. The pricing provided to Benton County is sourced through the state contract of their choice, with an additional discount applied based on the significant volume of the project.

At the completion of the project, for day-to-day business, Benton County will have continued access to purchase off the same state contract (first tier).

Any additional large purchases within a 3-year window of over \$250,000 LIST (cumulative per order) will be discounted to the original project discount structure (as shown on the second tier).

- o See discount structure achieved on attachment.
 - o First tier is standard OMNIA pre-negotiated pricing
 - o Second tier is negotiated OMNIA “special project agreement” pricing
- o After completion of this project Haworth will hold discount structures for 3-year window, Benton County will be subject to standard industry price increases.

Benton County will also receive a rebate for purchasing on the Omnia contract (or similar state contract). This rebate will be coordinated between Benton County and the contract administrator.

SIGNED:

Benton County

Fluid Interiors

X

(Signature)

X

(Signature)

Title

Title

Date

Date

HAWORTH'S OMNIA PARTNERS MULTIPLE AWARD CONTRACT DISCOUNTS CUSTOMER COPY

80435 AA for orders shipping to continental U.S. locations, accessing North American price list

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup®, PLACES®, UniGroup® Too Adaptable Components					\$1-\$100,000 \$100,001 or More	71% 84.3%
Rush**						\$1 or More	61%
II Regular Lead Time	PREMISE®, Compose®, IF					\$1-\$100,000 \$100,001 or More	68% 84.3%
Rush**						\$1 or More	53%
III Regular Lead Time			Beside® X Series® Casegoods V Series® Casegoods			\$1-\$50,000 \$50,001 or More	63% 76.4%
Rush**						\$1 or More	57%
IV Regular Lead Time		Monaco®, Improv®				\$1-\$25,000 \$25,001 or More	63% Negotiable
V Regular Lead Time		X99®				\$1-\$25,000 \$25,001 or More	60% Negotiable
Rush**						\$1 or More	54%
VI Regular Lead Time	Patterns™ Reside® Desking Intuity®, Active Components™,Be_Hold Storage					\$1-\$50,000 \$50,001 or More	53% Negotiable
Rush**						\$1 or More	41%
VII Regular Lead Time	Pip™ Tables	Hello®, ToDo®, Openest®, Poppy™, Riverbend™, Pebble™, Cabana Lounge™, Resonate™				\$1-\$25,000 \$25,001 or More	53% 60.4
Rush**						\$1 or More	41%
VIII Regular Lead Time				Masters Series®		\$1-\$100,000 \$100,001 or More	53% Negotiable
Rush**						\$1 or More	41%
IX Regular Lead Time		Candor®				\$1-\$25,000 \$25,001 or More	55% Negotiable
Rush**						\$1 or More	41%
X Regular Lead Time	Planes®, Upside		Compose® Storage			\$1-\$50,000 \$50,001 or More	58% Negotiable
Rush**						\$1 or More	55%

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
XI Regular Lead Time	Belong™ & Jump®stuff Work Tools					\$1-\$10,000 \$10,001 or More	48.75% Negotiable
XII Regular Lead Time	Haworth Collection- Haworth®					\$1-\$50,000 \$50,001 or More	41% Negotiable
XIII Regular Lead Time		Very® Very® Task Zody®				\$1-\$25,000 \$25,001 or More	55% 61.5%
Rush**						\$1 or More	50%
XIV Regular Lead Time					Enclose® Walls Glass	\$1-\$100,000 \$100,001 or More	55% Negotiable
XV Regular Lead Time	Haworth Collection - Poltrona Frau®, Cappellini®, Cassina®					\$1 or More	15%
XVI Regular Lead Time	Haworth Collection- Pablo Designs					\$1 or More	15%
XVII Regular Lead Time		Harbor Work Lounge®				\$1-\$50,000 \$50,001 or More	50% Negotiable
XVIII Regular Lead Time	Haworth® Health Environments, Atwell™					\$1-\$50,000 \$50,001 or More	57.2% Negotiable
XVIII Regular Lead Time			A Series®			\$1-\$50,000 \$50,001 or More	53% Negotiable
XX Regular Lead Time		Soji®, Soji®XL				\$1-\$25,000 \$25,001 or More	54.88% 65%
Rush**						\$1 or More	41.8%
XXI Regular Lead Time	Workware®, Technology Products					\$1-\$10,000 \$10,001 or More	55% Negotiable
XXII Regular Lead Time	Everyday Office (Hop®, Jump®) Jive®, Swivel™					\$1-\$50,000 \$50,001 or More	50% 60.4%
Rush**						\$1 or More	45%
XXIII Regular Lead Time	Ergotron					\$1-\$10,000 \$10,001 or More	47.5% Negotiable
XXIV Regular Lead Time		Fern®				\$1-25,000 \$25,001 or More	50% Negotiable
XXV Regular Lead Time	Cultivate™					\$1-\$50,000 \$50,001 or More	58% 60.4
XXVI Regular Lead Time	JANUS et Cie					\$1-\$50,000 \$50,001 or More	15% Negotiable
XXVII Regular Lead Time	Haworth Collection- GAN					\$1 or More	10%

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
XXVIII Regular Lead Time	BuzziSpace					\$1-\$50,000 \$50,001 or More	35% Negotiable
XIX Regular Lead Time					Pergola	\$1 or More	60%
XX Regular Lead Time		Veda				\$1 or more	55%
XXI Regular Lead Time	Compose Echo					\$1 or more	53%
XXII Regular Lead Time		Zody®II				\$1 or more	50%
XXIII Regular Lead Time	HushOffice					\$1 or more	51.5%
XXIV Regular Lead Time		Emeco				\$1 or more	35%
XXV Regular Lead Time	Benson					\$1 or more	57.2%
XXVI Regular Lead Time		Maari				\$1-\$25,000 \$25,001 or More	54% 60.4%

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.

- A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. **Municipality defined.** For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Subd. 3. **Contracts over \$175,000.** If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 3b. **Contracts over \$175,000; construction manager at risk alternative.** As an alternative to the procurement methods described in subdivisions 3 and 3a, municipalities may award a contract for construction, alteration, repair, or maintenance work to a construction manager at risk as provided in section 471.463.

Subd. 4. **Contracts exceeding \$25,000 but not \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding \$25,000 but not \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be \$60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental when possible and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Subd. 5b. **Water tank service contracts.** (a) A municipality may, by direct negotiation or through the solicitation of requests for proposals, enter into a multiyear professional service contract for the engineering,

repair, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by the municipality, if the contract contains:

(1) a provision that the municipality is not required to make total payments in a single year that exceed the water utility charges received by the municipality for that year;

(2) a provision requiring that the work performed be done under the review of a professional engineer licensed in the state of Minnesota attesting that the work will be performed in compliance with all applicable codes and engineering standards; and

(3) a provision that if, at the commencement of the contract, the water tank or appurtenant facilities require engineering, repair, or service in order to bring the water tank or facilities into compliance with federal, state, or local requirements, the party contracting with the municipality is responsible for providing the engineering, repair, or service. The costs to bring the water tank or facilities into compliance must be itemized separately and charged to the municipality in payments spread over a period of not less than three years from the commencement of the contract.

(b) If the cost of a contract for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property entered into under this subdivision is estimated to meet the costs specified under subdivisions 3 and 3a, paragraph (a) applies but the municipality must use the procurement methods specified in subdivision 3 or 3a to contract for that portion of the work.

Subd. 6. Applicability of other laws. The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded. In all other respects such laws shall continue applicable.

Subd. 7. Minimum labor standards. Nothing in this section shall be construed to prohibit any municipality from adopting rules, regulations, or ordinances which establish the prevailing wage rate as defined in section 177.42, as a minimum standard for wages and which establish the hours and working conditions prevailing for the largest number of workers engaged in the same class of labor within the area as a minimum standard for a contractor's employees which must be agreed to by any contractor before the contractor may be awarded any contract for the furnishing of any labor, material, supplies, or service.

Subd. 8. Procurement from economically disadvantaged persons. For purposes of this subdivision, the following terms shall have the meanings herein ascribed to them:

(a) "Small targeted group business" means businesses designated under section 16C.16.

(b) "Business entity" means an entity organized for profit, including an individual, partnership, corporation, joint venture, association, or cooperative.

Nothing in this section shall be construed to prohibit any municipality from adopting a resolution, rule, regulation, or ordinance which on an annual basis designates and sets aside for awarding to small targeted group businesses a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 9. MS 1988 [Repealed, 1990 c 549 s 3]

Subd. 10. **Shared hospital or ambulance service purchasing.** Supplies, materials, or equipment to be used in the operation of a hospital licensed under sections 144.50 to 144.56 or an ambulance service licensed under chapter 144E that are purchased or leased under a shared service purchasing arrangement whereby more than one hospital or ambulance service purchases supplies, materials, or equipment with one or more other hospitals or ambulance services either through one of the hospitals or ambulance services or through another entity, may be purchased without regard to the competitive bidding requirements of this section, if the following conditions are met:

- (1) the hospital's or ambulance service's governing authority authorizes the arrangement;
- (2) the shared services purchasing program purchases items available from more than one source on the basis of competitive bids or competitive quotations of prices; and
- (3) the arrangement authorizes the hospital's or ambulance service's governing authority or its representatives to review the purchasing procedures to determine compliance with these requirements.

The shared services purchasing program may award contracts to more than one bidder if doing so does not decrease the service level or diminish the effects of competition.

Subd. 11. **Fuel contracts for generation of municipal power.** Notwithstanding the amount of the contract, any contract entered into by a municipality for the purchase of fuel required for the generation of power from municipal power plants shall be governed by subdivision 4.

Subd. 12. **Procurement from rehabilitation facilities.** Nothing in this section prohibits a municipality from adopting a resolution, rule, regulation, or ordinance that on an annual basis designates and sets aside for awarding to rehabilitation facilities as described in section 268A.06 a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 13. **Energy efficiency projects.** The following definitions apply to this subdivision.

(a) "Energy conservation measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and includes:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (3) automatic energy control systems;
- (4) heating, ventilating, or air conditioning system modifications or replacements;
- (5) replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;

- (6) energy recovery systems;
- (7) cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- (8) energy conservation measures that provide long-term operating cost reductions; and
- (9) water metering devices that increase efficiency or accuracy of water measurement and reduce energy use.

(b) "Guaranteed energy-savings contract" means a contract for the evaluation and recommendations of energy conservation measures, and for one or more energy conservation measures. The contract must provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of final installation, and the savings are guaranteed to the extent necessary to make payments for the systems.

(c) "Qualified provider" means a person or business experienced in the design, implementation, and installation of energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the municipality for its faithful performance.

Notwithstanding any law to the contrary, a municipality may enter into a guaranteed energy-savings contract with a qualified provider to significantly reduce energy or operating costs.

Before entering into a contract under this subdivision, the municipality shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

Before installation of equipment, modification, or remodeling, the qualified provider shall first issue a report, summarizing estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced.

A guaranteed energy-savings contract that includes a written guarantee that savings will meet or exceed the cost of energy conservation measures is not subject to competitive bidding requirements of section 471.345 or other law or city charter. The contract is not subject to section 123B.52.

A municipality may enter into a guaranteed energy-savings contract with a qualified provider if, after review of the report, it finds that the amount it would spend on the energy conservation measures recommended in the report is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed, and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The guaranteed energy-savings contract may provide for payments over a period of time, not to exceed 20 years.

A municipality may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract must provide for payments of not less than 1/20 of the price to be paid within two years from the date of the first operation, and the remaining costs to be paid monthly, not to exceed a 20-year term from the date of final acceptance.

A municipality entering into a guaranteed energy-savings contract shall provide a copy of the contract and the report from the qualified provider to the commissioner of commerce within 30 days of the effective date of the contract.

Guaranteed energy-savings contracts may extend beyond the fiscal year in which they become effective. The municipality shall include in its annual appropriations measure for each later fiscal year any amounts payable under guaranteed energy-savings contracts during the year. Failure of a municipality to make such an appropriation does not affect the validity of the guaranteed energy-savings contract or the municipality's obligations under the contracts.

Subd. 14. Damage awards. (a) In any action brought challenging the validity of a municipal contract under this section, the court shall not award, as any part of its judgment, damages or attorney fees, but may award an unsuccessful bidder the costs of preparing an unsuccessful bid.

(b) Paragraph (a) applies to any action arising under or based upon the alleged violation by a municipality of any law, regulation, ordinance, or equitable doctrine governing or regarding public procurement requirements, public procurement procedures, or the award of any public contract by a municipality, regardless of whether the agreement constitutes a contract under subdivision 2.

Subd. 15. Cooperative purchasing. (a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11. For a contract estimated to exceed \$25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Subd. 16. Reverse auction. Notwithstanding any other procedural requirements of this section, a municipality may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive environment. A municipality may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 7a. Nothing in this subdivision must be construed to prohibit a municipality from adopting a resolution, rule, regulation, or ordinance relating to minimum labor standards under subdivision 7, or procurement from economically disadvantaged persons under subdivision 8.

Subd. 17. Electronic sale of surplus supplies, materials, and equipment. Notwithstanding any other procedural requirements of this section, a municipality may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

Subd. 18. Electronic bidding. Notwithstanding any other procedural requirements of this section, vendors may submit bids, quotations, and proposals electronically in a form and manner required by the municipality. A municipality may allow bid, performance, or payment bonds, or other security, to be furnished electronically.

Subd. 19. Town road construction and maintenance. Notwithstanding any other procedural requirements of this section, a town may contract for the construction or maintenance of a town road by agreeing to the terms of an existing contract between a vendor and a county for road construction or

maintenance on an adjoining road if the existing county contract was made in conformance with all applicable procedural requirements.

Subd. 20. Solicitations to small business enterprises or veteran-owned small businesses. A contract, as defined in subdivision 2, estimated not to exceed \$250,000 may be made pursuant to the provisions of subdivision 4 provided that a business that is directly solicited is: (1) certified as a small business enterprise by a county designated small business certification program; or (2) certified by the commissioner of administration as a small business that is majority-owned and operated by a veteran or a service-disabled veteran. This subdivision applies only to county boards.

Subd. 21. Original jurisdiction; timing for filing. (a) Original jurisdiction is granted to the district court over any action seeking legal, equitable, or declaratory relief arising under or based upon the alleged violation of any law or ordinance governing public procurement requirements, public procurement procedures, or the award of any public contract.

(b) The grant of original jurisdiction under paragraph (a) applies regardless of whether a public entity involved or implicated in the action is alleged to have acted, or may be held to have acted, in a judicial or quasi-judicial capacity.

(c) The grant of original jurisdiction under paragraph (a) does not: (1) alter the standard of review to be applied by a district court; (2) alter the standard of review applied by an appellate court; (3) affect subdivision 14; (4) affect the available remedies, including, but not limited to, the availability or nonavailability of attorney fees awards and bid preparation costs; or (5) affect the procedural or administrative steps, if any, set out by statute, rule, or procurement procedure, that a party must comply with prior to initiating any such action.

(d) A procurement process participant must file an action prior to the date when the procurement contract at issue is fully executed unless:

(1) the party demonstrates that it acted diligently in seeking access to information the party reasonably deemed necessary to review prior to bringing an action; and

(2) the procurement process participant has not been afforded (i) reasonable access to information necessary to prepare the action for filing, or (ii) a reasonable opportunity to bring the action and seek appropriate relief from the court before the public procurement contract is fully executed. Reasonable access to necessary information and a reasonable opportunity to seek relief includes receipt of data described under section 13.591, subdivision 3 or 4, at least 15 days prior to full execution of the procurement contract.

(e) Paragraph (d) does not apply to matters alleging: (1) fraud or misrepresentation, or (2) acts following contract execution that would have been improper or illegal prior to contract execution.

History: 1969 c 934 s 1; 1973 c 123 art 5 s 7; 1973 c 226 s 1,2; 1974 c 510 s 1; 1977 c 182 s 1-3; 1980 c 462 s 4; 1983 c 42 s 1-3; 1983 c 301 s 211; 1984 c 413 s 1; 1985 c 172 s 129; 1Sp1985 c 13 s 347; 1986 c 350 s 1,2; 1986 c 444; 1988 c 409 s 1; 1988 c 689 art 2 s 268; 1989 c 9 s 3; 1989 c 352 s 19,25; 1990 c 391 art 8 s 51; 1990 c 541 s 26,29; 1990 c 549 s 1; 1992 c 380 s 4-6; 1998 c 386 art 2 s 93; 1998 c 397 art 11 s 3; 1999 c 13 s 1; 2000 c 328 s 2-4; 2002 c 358 s 1; 1Sp2003 c 10 s 1; 2004 c 278 s 10-14; 2005 c 63 s 1; 2006 c 274 s 2; 2007 c 136 art 3 s 4; 2007 c 148 art 3 s 31-33; 2008 c 207 s 4-8; 2008 c 356 s 11; 2009 c 101 art 2 s 92; 2014 c 196 art 3 s 4; 2015 c 22 s 1; 2018 c 107 s 1,2; 2018 c 124 s 1; 2018 c 146 s 1; 2019 c 21 s 2,3; 2023 c 62 art 3 s 14

BENTON COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM REQUEST



MEETING DATE February 3, 2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT Auditor-Treasurer

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Approval of sale of parcel 17.01553.00 to Central Minnesota Habitat for Humanity and authorize the board chair to sign the deed to convey the property.

ACTION REQUESTED

Central Minnesota Habitat for Humanity was the winning bidder of the auction held on the Public Surplus website for parcel 17.01553.00. The winning bid was \$3,000 plus a \$100 buyer's premium, \$11,522.12 for special assessments for the City of St Cloud, and other taxes/fees. Payment in full was made on December 19th. We are requesting approval of the sale and for the board to authorize the board chair to sign the deed to convey the property. The deed was drafted by the Benton County Attorney's Office.

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE _____

DATE 1/15/2026

DATE _____

DEPARTMENT HEAD SIGNATURE

COUNTY ATTORNEY SIGNATURE

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 Minutes

PREFERRED PLACEMENT ON AGENDA _____

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED
Business Entity to Business Entity**

**Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)**

eCRV number: 1837519

DEED TAX DUE: \$ 48.42

DATE: February 3, 2026
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Benton

(insert name of Grantor)

a body politic and corporate under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Central Minnesota Habitat for Humanity

(insert name of Grantee)

a Nonprofit Corporation under the laws of Minnesota ("Grantee"),
real property in Benton County, Minnesota, legally described as follows:
Lot two (2) Block three (3) of Oakwood Heights Plat No. 6 located in the City of St. Cloud, according to the map or plat thereof on file and of record in the office of the Benton County Recorder in and for said Benton County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: .)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Benton

(name of Grantor)

By:

(signature) Steven J. Heinen

Its: Benton County Commissioners, Board Chair
(type of authority)

By:

(signature) Montgomery Headley

Its: Benton County Administrator
(type of authority)

State of Minnesota, County of Benton

This instrument was acknowledged before me on February 3, 2026, by Steven J. Heinen
(month/day/year) (name of authorized signer)
as Benton County Commissioners, Board Chair (type of authority)
and by Montgomery Headley (name of authorized signer)
as Benton County Administrator of County of Benton (type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Benton County Attorney's Office
615 Highway 23
P.O. Box 189
Foley, MN 56329

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

CENTRAL MINNESOTA HABITAT FOR HUMANITY
P.O. BOX 243
SAUK RAPIDS, MN 56379

BENTON COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM REQUEST



MEETING DATE February 3rd

REGULAR AGENDA CONSENT AGENDA

REQUESTING DEPARTMENT HS

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

2025 Child Protection recap

Update to the board on 2025 statistics and how they compare to 2024.

ACTION REQUESTED

None

FISCAL IMPACT

ESTIMATED COST (\$) _____

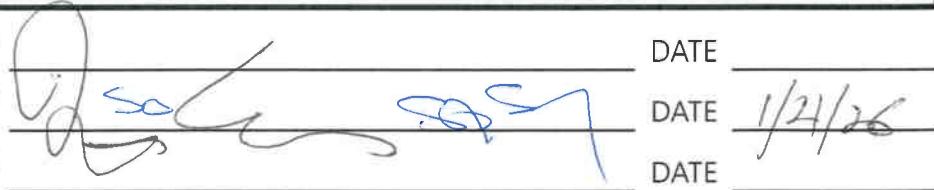
SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE



DATE _____
DATE _____
DATE _____

DEPARTMENT HEAD SIGNATURE

COUNTY ATTORNEY SIGNATURE

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST



MEETING DATE 2/3/2026

REGULAR AGENDA

CONSENT AGENDA

REQUESTING DEPARTMENT Human Services – Financial Assistance

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Supplemental Nutrition Assistance update

BACKGROUND INFORMATION

For the SNAP (Supplemental Nutrition Program) the state sets benchmarks for timeliness processing.

95% goal for processing SNAP applications within 30 days of receipt. We are at 95% in 3rd qtr. of 2025 and the state average is 83%

95% goal for processing expedited SNAP applications within 7 calendar days. We are at 85% 3rd qtr. of 2025 and the state average is 51%

We have implemented some new processes to increase our percentages: texting to clients of appointment reminders, scheduling all SNAP applications received within 7 business days and reminding staff daily of applications pending at 30 days.

ACTION REQUESTED

NA

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? YES NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE Lindsey Knosalla DATE 1/21/2026

DEPARTMENT HEAD SIGNATURE S. S. DATE 1/21/26

COUNTY ATTORNEY SIGNATURE _____ DATE _____

STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes PREFERRED PLACEMENT ON AGENDA _____