



BELTRAMI COUNTY

WORK MEETING AGENDA

Beltrami County Board of Commissioners
December 17, 2024
3:00 p.m.

Meeting to be Held in the County Board Room
County Administration Building, 701 Minnesota Ave NW
Bemidji, MN

A link to the [livestream](#) will be available on the Board Meeting Agendas and Minutes page of the County Website.

1. Call to Order – 3:00 p.m.
2. **CLOSED SESSION**
3. Introduction of New Employees – 3:35 p.m.
4. Identify Future Work Meeting Topics – 3:40 p.m.
5. University of MN Extension Memorandum of Agreement – 3:45 p.m. pg. 1
6. Personnel Policy Updates – 4:00 p.m. pg. 13
7. Policy Review Committee Discussion 4:15 p.m. pg. 22
8. Administrator's Update – 4:40 p.m.
9. Other Business Items – 4:45 p.m.
 - a) Review Bills
10. Review Agenda for the December 17, 2024 Regular Board Meeting – 4:50 p.m.
11. Adjourn – 4:55 p.m.



Meeting Date: December 17, 2024
Beltrami County Commission
Work Agenda

AGENDA BILL

SUBJECT: University of Minnesota Extension Memorandum of Agreement

RECOMMENDATIONS: Review the University of Minnesota Extension Memorandum of Agreement

DEPARTMENT OF ORIGIN: Extension

CONTACT PERSON: Tony Hansen, Regional Director, 218-828-2286

DATE SUBMITTED: 11/21/2024

CLEARANCES: N/A

BUDGET IMPACT:

EXHIBITS: 8.7.2024 Beltrami County Extension Memorandum of Agreement

SUMMARY STATEMENT:

The 2025-2027 Memorandum of Agreement (MOA) for Beltrami County and the University of Minnesota Extension outlines the responsibilities and commitments of each party in supporting Extension staff and programming services in Beltrami County. The MOA also notes the package price for 1.0 FTE 4-H Youth Development Educator position.

Agreement
Between the Regents of the University of Minnesota
And
Beltrami County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement (“Agreement”) between the County of Beltrami Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University’s state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and the

grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County: Tom Barry
County Administrator
7-1 Minnesota Avenue, NW, Suite 200
Bemidji, MN 56601
E-mail: tom.barry@co.beltrami.mn.us

If to University: University of Minnesota
Minnesota Extension
Attn: Dean Beverly R. Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

County of Beltrami

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____
Dean, University of Minnesota Extension

DATE _____

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

Agreement between the Regents of the University of Minnesota through its Extension and Beltrami County, Minnesota

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator- 4-H Youth Development	1	\$100,000	1	\$103,000	1	\$106,100

Table B: Administrative Support Specialist- Not Applicable

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Administrative Support	2025		2026		2027	
	Hours	Price	Hours	Price	Hours	Price
Administrative Support Specialist						

Table C: Short-term Temporary Casual Program Staff (e.g. College Intern; Summer Coordinator)- Not Applicable

County agrees to provide the funds identified below to support University-hired short-term temporary casual program staff. Salary and fringe vary by classification and experience. Unless otherwise noted, the University has the flexibility to hire individuals into the classification that matches the employee's qualifications and best serves the county Program needs. Funds provided will be used to cover salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Casual Program Staff	2025 Total Funds	2026 Total Funds	2027 Total Funds

Table D: Grant/Partner Funded Positions

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Program	Position/Working Title	Grant/Funding Partner	Local Support
Family, Health, and Wellbeing	2 SNAP-Ed Health & Wellness Coordinators	MN Dept of Human Services	As specified in the Agreement, paragraph 4 except for a computer
4-H Youth Development	4-H Short-term Temporary Casual Staff	Beltrami County 4-H	As specified in the Agreement, paragraph 4 except for a computer

Agreement between the Regents of the University of Minnesota through its Extension And Beltrami County, Minnesota

Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Family, Health and Wellbeing:

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

Agreement between the Regents of the University of Minnesota through its Extension and Beltrami County, Minnesota

Exhibit C: University Recommendations

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- **Hardware:** Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- **Software:** Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- **Website Access:**
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- **Social Media Access**
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

2. Recommendations for time and responsibilities of county-hired administrative support specialists

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.
- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

Example Position Description Extension Administrative Support Specialist

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

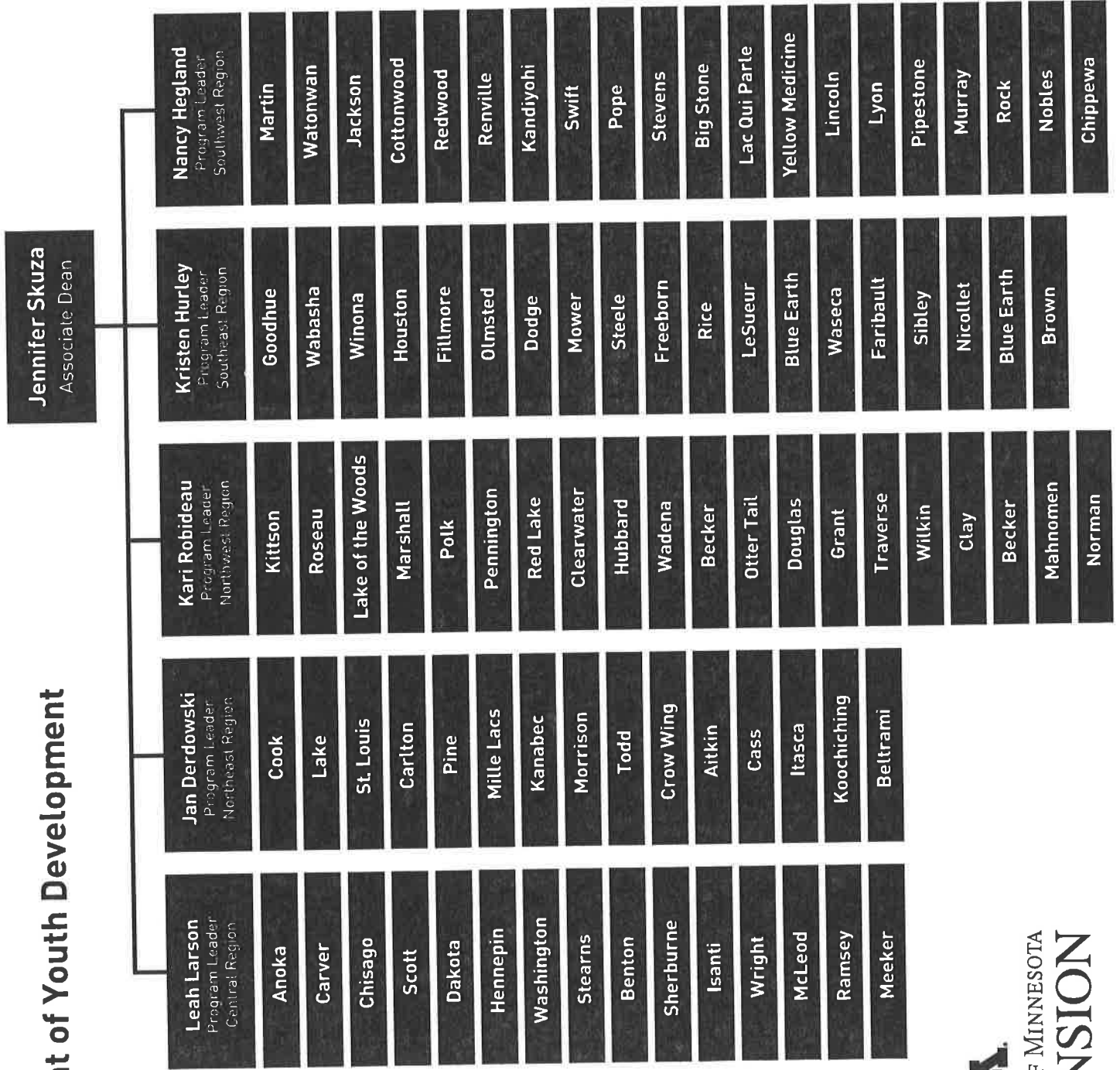
County Program Support

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

Office and General Administration

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

Department of Youth Development





Meeting Date: December 17, 2024
Beltrami County Commission
Work Agenda

AGENDA BILL

SUBJECT: Personnel Policy Updates

RECOMMENDATIONS: Present information to the board regarding updates to the Personnel Policy.

DEPARTMENT OF ORIGIN: Human Resources

CONTACT PERSON: Ann Schroeder, HR Director 218-333-4155

DATE SUBMITTED: December 11, 2024

CLEARANCES: County Class/Comp Work Group, Management Team, and Finance

BUDGET IMPACT: N/A

EXHIBITS: Personnel Policy Changes Index, Vehicle Use and Procedure, Wireless Communication Device

SUMMARY STATEMENT: Our personnel policy establishes a foundation for both employees and management, promoting consistency and clarity in workplace procedures. It helps ensure that policies are applied effectively, minimizing confusion and mitigating potential risks. The recent updates reflect developments throughout the year, recommendations from the County Class/Comp Work Group, and input from MCIT.

Personnel Policy Changes Index

Effective 12/18/2024

8.2.1 Overtime

We are proposing this change to the personnel policy for nonexempt employees by shifting the overtime threshold from 8 hours per day to 40 hours per payroll work week. This adjustment brings it in line with the practices observed by comparable office union employees, ensuring consistency and fairness across similar roles.

~~8.2.1 For each hour worked in excess of forty (40.0) in a regular payroll work week or eight (8.0) hours in a regular workday, an employee will receive pay at the rate of one and one half (1.5) times the employee's regular wage or one and one-half (1.5) hours of compensatory time off. For those employees regularly scheduled to workdays in excess of eight (8.0) hours (i.e., four ten-hour days per week) overtime will be paid or compensatory time earned for each hour worked in excess of forty (40.0) in a workweek or for each hour worked in excess of the regularly scheduled work day.~~

14 Expense Reimbursement

Adjustments made due to the creation of the Vehicle Use and Incident procedures and Wireless Communication Device policy.

Reimbursement requests should be submitted within 60 days on the expense reimbursement form. Stipend requests must be submitted within the required time noted on authorization form(s).

~~14.2 COUNTY MOTOR POOL VEHICLES: Employees are urged to use vehicles from the county motor pool whenever possible. If a motor pool vehicle is not available, department heads and/or their designees may allow for the use of privately owned vehicles.~~

~~14.3 DRIVER'S LICENSE AND INSURANCE: Proof of a valid driver's license and auto insurance is required for employees who drive while conducting county business. Employees who operate county vehicles may have their driver's license status verify on an annual basis. Supervisors are required to verify proof of a valid driver's license for any employees who operate a vehicle for county business, and proof of insurance for any employees who drive personal vehicles in the course of their employment.~~

~~14.3.1 PRIVATELY OWNED VEHICLES: Refer to Article XX for complete vehicle use and procedures including driver's license requirement, auto insurance requirement, and obtaining approval for the use of a personal vehicle for county business. Employees who have supervisor authorization to use their personal vehicle to conduct official county business will be reimbursed for mileage at the current rate established by the Internal Revenue Service (IRS). The county will not authorize the use of motorcycles to conduct county business due to the hazards associated with this type of vehicle.~~

~~14.6.4 WIRELESS COMMUNICATION DEVICE: Refer to Article XX for the complete wireless communication device procedures and obtaining approval for the use of a wireless communication device. Approved employee-owned stipend approval cannot be retroactive and stipend authorization will be the first pay period following the approval date. Approved stipend level 1 is \$30.00/month and level 2 is \$60.00/month.~~

21.9 Transition to a New Compensation Plan

The language has been revised to ensure that employees earning above their grade classification are still eligible for a COLA, supporting our efforts to promote employee retention and recognize the value of their contributions.

c. Employees being paid at a rate above the maximum rate established for their position classification shall have their base wage frozen at that level their current wage, only receiving applicable annual cost of living adjustments until such time as the maximum rate for their position equals the employee's wage.

22.1 Basis for Requesting a Job Evaluation Review

The language has been simplified, and the factors have been expanded beyond the limited set currently listed. This revision aligns with the use of the current evaluation method, which takes into account all aspects of the position.

A new job is being created /proposed for creation. ~~All new jobs that are being proposed for inclusion in the budget for the next calendar year should be reviewed before the budget process begins.~~

An existing job is being vacated and the County Administrator, the Director of Human Resources and/or the department head determine that a full review should be conducted.

There has been ~~a recent~~ significant changes in the position based on the defined Systematic Analysis and Factor Evaluation (SAFE) values associated with skill levels comprised of work characteristics and job factors -in the duties or responsibilities that influence complexity of skills, enhanced education requirements, or working conditions of the job sufficient to warrant reconsideration, as determined by the County Administrator, the Director of Human Resources and the department head. ~~Reconsideration of positions will happen no more than once per year, and then only with substantive change.~~

22.5.3 Lower Pay Grade

Revised to ensure that employees earning above their grade classification are still eligible for a COLA, helping to promote employee retention. It's important to note that this change should not be confused with a reorganization that eliminates a position or the creation of a new position.

If an incumbent's current position is moved to a lower pay grade and their salary is higher than the new range, the incumbent's base wagesalary will be frozen at their current wage, only receiving applicable annual cost of living adjustments. until the range is adjusted upward and the salary falls within the range.

22.5.5 Red-Circle Rates

Repetitive of 21.9 and 22.5.3.

32. Code of Ethics

General ethics statement added; language is from SHRM.

Beltrami County expects all employees to conduct County business with integrity and to comply with all applicable laws in a manner that excludes considerations of personal advantage or gain.

35.10.3 Key Card Replacements pg 62

Request to add in current practice timeframe for clarification.

If you subsequently find the card within three business days, you may turn it in for a refund.

Incorporate Attached Wireless Communications Device Policy Addendum

This provision has been created to establish a fair and consistent practice for all employees, ensuring equity and transparency across the organization.

Incorporate Attached Vehicle Use and Procedure Policy Addendum

This change is presented to establish fair and consistent practices for all employees, based on the recommendations of MCIT, and to update an outdated county memo that contained inaccurate information.

Approval of General Structure Changes

Class/Comp Study job titles and department names, index updates, article number adjustments, and reorganization of article placements will be made to incorporate the above changes and addendum policies into the relevant sections of the personnel policy.

ARTICLE 1. PURPOSE

The purpose of this Vehicle Use and Procedure Policy is to establish clear standards and expectations for Beltrami County employees while operating county owned vehicles, leased vehicles or personal vehicles for business purposes. It is the employee's responsibility to operate any vehicle while conducting county business in a safe manner and to drive defensively to prevent injuries and property damage. The county endorses all applicable local, state, and federal motor vehicle regulations relating to driver responsibility. This Policy also provides the procedure for auto accidents and incidents. This policy is in addition to Personnel Policy Expense Articles 14.2.1. Beltrami County reserves the right to amend or alter the terms of this policy.

ARTICLE 2. POLICY

This Policy applies to all authorized personnel who operate county vehicles and operate a personal vehicle while conducting county business. Authorized personnel include county employees, appointed and elected officials and authorized individuals hereafter referred to as employees.

- All employees operating vehicles must comply with state and municipal vehicle and traffic laws, and any applicable state or federal regulations.
 - Employees on prescription medication that may affect their ability to drive should not operate any county vehicle nor personal vehicle conducting county business. In this situation, employees should notify their supervisor or Human Resources.
- Employees driving a county vehicle must adhere to this policy regardless of whether they are on county paid time or not.
- Employees holding jobs requiring driving for business must, as a condition of employment, be able to meet the driver approval standards if needed to perform essential job functions.
- Employees may be subject to disciplinary action, up to and including termination for violations of this policy.
- Supervisors are tasked with monitoring incidents, accidents, and moving violations, and must report any concerns to the Human Resources Department.
- The privilege of operating a county vehicle may be revoked for various reasons and does not automatically grant permission to claim mileage reimbursement when using a personal vehicle. Examples of grounds for revocation include:
 - Non-compliance with this policy, county policies/procedures, or relevant laws.
 - Abuse or misuse of a county vehicle.
 - Loss of driver's license.
 - An employee's driving record demonstrating a pattern of unsafe or irresponsible driving.
- The county will not authorize the use of personal recreational vehicles to conduct county business due to the hazards associated with this type of vehicle. Such as but not limited to motorcycles, all-terrain vehicles, aircraft, and snowmobiles.
- Due to the unique nature of positions, equipment and duties for certain staff in the Sheriff's Office and the Public Works Department, personnel must also refer to departmental policies.

ARTICLE 3. VALID INSURANCE AND LICENSE

Beltrami County provides insurance coverage for all county-owned vehicles through the Minnesota Counties Insurance Trust (MCIT). Employees using personal vehicles for county business must maintain adequate personal auto insurance, as it is the employee's sole responsibility to ensure sufficient coverage. MCIT's insurance may be primary or secondary, depending on the situation, coverage, and whether a county or personal vehicle is used. Please note that neither the County nor MCIT covers losses to personal property while using either type of vehicle. It is crucial for employees to report any claims promptly, as failure to do so may result in denial of the claim.

Any employee without a valid driver's license will not be allowed to operate a county vehicle. Drivers must always carry their state driver's license while operating county vehicles. Licenses must be the proper classification for the vehicle driven. Employees who operate county vehicles or operates a vehicle for county business may have their driver's license status verify on an annual basis by their supervisor or the Human Resources Department.

Employees who hold a job that requires the use of a vehicle to perform job duties, either regularly or occasionally, are required to report any driver's license revocations or suspension immediately to their supervisors.

- This includes the revocation, suspension, or failure to obtain or renew applicable state and/or federal certification.
- Notification by the employee must take place prior to the start of their next shift immediately after being notified of a suspension/revocation or pending suspension/revocation.
- Supervisors must immediately report such cases to Human Resources.
- Following the loss of driving privileges, operation of a motor vehicle in relation to county business is prohibited unless an appropriate temporary driver's license has been issued by the State.
- Management will consider the factors regarding the employee's ability to continue employment to perform their normal assigned duties without a valid driver's license in accordance with this policy and applicable laws.

ARTICLE 4. USE OF VEHICLE

To reserve a County vehicle for use, contact your supervisor. When operating County vehicles:

- No other drivers are permitted to operate a county vehicle.
- Except in restricted areas on county property, no county vehicle shall be left unattended with the key in the ignition and all parked vehicles shall be locked when not in use. Do not leave valuable items visible in the vehicle.
- No smoking is allowed in county vehicles or equipment.
- All trash removed from the interior.
- Follow department guidelines which may include:
 - mileage tracked
 - fuel filled
 - vehicle washed
 - vehicle serviced or oil changed
- County vehicles are intended for county business; however, limited incidental personal use is permitted to encourage their use as a cost-effective alternative to mileage reimbursement.

- Employees may transport family members home, to school, or appointments if it does not significantly increase mileage. Family members are not permitted to travel more than 15 miles in a county vehicle per day.
- Employees are encouraged to utilize vehicles from the county motor pool whenever feasible.
 - If a motor pool vehicle is unavailable, department heads or their designees may approve the use of personal vehicles.
 - Employees with special circumstances that request to use their personal vehicle, must receive prior authorization from their supervisor.

ARTICLE 5. INCIDENT PROCEDURES

Employees shall follow the procedures below when involved in an incident/accident involving a county vehicle or a personal vehicle while conducting county business. **In all instances, employees must report the situation to their supervisor immediately but no later than 24 hours after the incident.**

- **Accidents.** An accident must be reported to law enforcement immediately no matter how inconsequential. It is unlawful to leave the scene of an accident and the employee should gather this information:
 - names and addresses of driver's involved
 - license number and registration number of the car(s) involved
 - names and addresses of passengers for witness purposesCounty insurance information is located in the glove compartment of county vehicles.
- **Breakdowns.** Professional assistance should be sought whenever necessary but employees may perform minor repairs, such as changing a flat tire, provided they are capable and only when it is safe to do so. If the employee is unable to complete the repair or feels uncomfortable attempting it, they should immediately contact a tow company or roadside assistance for help.
- **Claims.** If an employee receives any notice of claims or summons is served, contact the Human Resources Director. An employee injured by the negligence of others may have a claim against the responsible party. If an employee is awarded a settlement, the employee may owe reimbursement for any worker's compensation benefits received due to the injury.
- **Citations.** Employees are responsible for any traffic citations they receive while operating county vehicles and are to be paid by the employee immediately. Under no circumstances are traffic or parking fines to be charged to the county.
- **Damage to public/private property.** Any accident or other incident involving damage to public/private property, no matter how minor, must be reported. Call law enforcement immediately.
- **Injury.** If an employee is in any vehicle accident or incident, a First Report of Injury form must be filled out by employee and supervisor then returned to the Human Resources Department immediately.
- **Reporting.** Supervisors are responsible for completing a vehicle incident report form, taking pictures to document all incidents and accidents, and obtaining repair estimates. Supervisors will immediately inform the Executive Administrative Specialist of the incident

or accident. The Administrative Specialist will submit the incident report form for insurance purposes.

- **Statements.** Employees should make no opinion of fault nor voluntary statement other than in reply to questions of investigating officers.
- **Testing.** Drug/alcohol testing will be administered pursuant to the Personnel Policy Article 29.4, Sheriff's Office Policy or U.S. Department of Transportation Policy after any applicable incident/accident.

ARTICLE 1. PURPOSE

This policy is intended to define acceptable and unacceptable uses of wireless communications devices, including but not limited to cellular telephones and tablets, while engaged in activities or duties related to County employment. Its application is to ensure wireless communications device usage is consistent with the best interests of the County without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of wireless communications devices and to ensure that County employees exercise the highest standards of propriety in their use.

ARTICLE 2. POLICY

Wireless communications devices are intended for the use of County employees in the conduct of their work for the County.

To ensure that any wireless communications devices are used in a manner that supports and enhances effective County service and workplace performance, it is critical that the use of such devices:

- In no way limits the conduct of work of the employee or other employees.
- Does not result in any personal profit gained or outside employment served.
- Is in accordance with all applicable local, state, and federal laws and regulations.
- Is in accordance with County policies and conduct expectations.

County issued devices are owned by the County. Employee-owned devices are owned by the employee. Employees will only be authorized to collect a stipend if their position qualifies dependent on wireless communication needs or assigned requirements of an employee's position. The use of an employee-owned device to receive codes or passwords for multi-factor authentication does not qualify for reimbursement purposes. Employees are not eligible to receive a County issued device and a stipend for their employee-owned devices.

ARTICLE 3. PROCEDURE

All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of any wireless communications devices at all times. Employees whose job responsibilities include regular or occasional driving and who use a wireless communications device for business use, are expected to refrain from using their wireless communications device while driving a motor vehicle, except in a legally permitted manner that will not detract from ability to safely operate the motor vehicle. Safety must come before all other concerns. Employees who are charged with traffic violations resulting from the use of a wireless communications device whether County owned or employee-owned, will be solely responsible for all liabilities that result from such actions.

Department heads and supervisors may prohibit employees from carrying any wireless communications devices during working hours, while performing specific work duties, or when entering certain work areas. When authorized by the department head or supervisor any personal use of an employee-owned communication device must not interfere with working operations and must be completed as quickly as possible; a county owned device is ONLY authorized to be used for the completion of the employee's work duties, no personal use. Participating in excessive or disruptive personal use of any communication device may be addressed as a performance issue.

Employees who abuse or misuse any communication device may be subject to disciplinary action up to and including termination of employment. The County is not responsible for damage to your employee-owned device while carrying out your duties whether you are collecting a stipend for your device or not.

The MIS Department may determine which cell phones or smart devices are supported and to be used by the County. Only County owned devices that do not have a cellular data plan may be permitted to use the County wireless network at the discretion of the MIS Department. If a device qualifies to use the County wireless network, it will require being managed by the MIS Department.

For County issued devices, department heads assigning County issued devices to employees are responsible for sourcing and purchasing of devices, auditing the usage on an annual basis, and responsible for cancelling any usage. The employee must turn in the County issued device upon the separation of service and may be requested to turn in the device during an extended leave of absence whether the leave is voluntary or involuntary.

For employee-owned devices, department heads determine the business need and stipend level for relevant employees individually regardless of their position, auditing the usage on an annual basis, and responsible for cancelling any stipends. The stipend is intended to cover a portion of the employee's wireless device expenses related to work duties. There are two levels of stipends:

1. To qualify for level 1, employees must regularly be required to use a wireless device during at least 50% of their workday for offsite *communication*.
2. To qualify for level 2, employees must regularly be required to use a wireless device during at least 50% of their workday for offsite *communication and data* or required to monitor/respond to communications after hours daily.

Employees should be aware that wireless communications devices may contain records about County business and are subject to the Minnesota Government Data Practices Act whether the employee is using a County provided device or using an employee-owned device (such as an employee-owned device with County stipend plan or employees that have the email application setup on their device). What this means is that if a request were received, the County would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's wireless communications device records and possibly the device itself in order to provide the data that is being requested. The County reserves the right to inspect any wireless communications device used as part of County employment when warranted to verify or maintain compliance with County policies, respond to data requests, or to monitor employee performance. In case of lost or stolen device, MIS may have the ability to wipe the email and/or device itself on any wireless communication device used for County business.

Department heads are responsible for the coordination of this procedure for their employee(s) and department and the completion of the Wireless Communication Device Form. Beltrami County reserves the right to cancel, amend, or alter the terms of this policy.



Date: December 17, 2024
Beltrami County Commission

WORK SESSION AGENDA BILL

SUBJECT: Policy Committee Discussion

RECOMMENDATION: Discuss Efficacy of Developing a New Policy Committee

DEPARTMENT OF ORIGIN: Board of Commissioners

CONTACT PERSON:

Tom Barry, County Administrator 218-333-4109

DATE SUBMITTED: December 6, 2024

CLEARANCES: Administrator

BUDGET IMPACT: Undetermined

ATTACHMENTS: None

SUMMARY STATEMENT:

At the December 3rd Board of Commissioners Meeting, Commissioner Gould requested a future discussion on the possibility of adding a new Policy Committee. The Board agreed to discuss the topic at a future meeting. If such a committee is developed, the Board should identify the membership, develop a scope of work for the committee, and establish the goals and expected outcomes of the committee.