

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 06/19/13

Via:

From: Sheriff Scott Turner

Title of Item: Sentence to Serve Contract

Requested Meeting Date: 06/25/13 Est. Presentation Time: _____

Presenter: Sheriff Scott Turner

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Routine Business
- For discussion only with possible future action Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position

- Request to schedule public hearing or sale Other (please list) **Consent Agenda**
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? _____ Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) STS 2013 Contract

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW
Aitkin, MN 56431

218-927-2138 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

To: Aitkin County Board of Commissioners

Date: June 19, 2013

From: Sheriff Scott Turner

Re: Sentence to Serve Contract

Attached is a copy of the contract offered by Minnesota Department of Corrections for fiscal years 2014 and 2015. It is an increase of about \$166 per year from the amount that they have provided most recently and is used to help fund the Aitkin County STS program.

If you have any questions about this contract prior to the June 25, 2013 meeting, please do not hesitate to call.

Thanks.



Field Services

CENTRAL OFFICE

Contributing to a Safer Minnesota

06-17-13A09:38 RCVD

Thursday, June 13, 2013

RE: Sentencing to Service contract.

Please schedule the review of this contract by your county board or other entity. If there are questions please let me know or contact the district supervisor listed in the contract.

Return signed contract to:

Dan Traun
Minnesota Department of Corrections
1450 Energy Park Drive, Suite 200
St. Paul, MN 55108

Thank you,

651-361-7120
dan.traun@state.mn.us



www.doc.state.mn.us

1450 Energy Park Drive, SUITE 200 * St. Paul, Minnesota 55108 * PH 651.642.0200 * TTY 651.643.3589

EQUAL OPPORTUNITY EMPLOYER

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of corrections, Sentencing to Service Program, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Aitkin County, 217 2nd Street, Aitkin, MN, 56431 ("Governmental Unit").

Recitals

Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of operating a community work service program called "Sentencing to Service" (STS) and provides support and training for counties who wish to operate similar programs.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

- 2.1. **GOVERNMENTAL UNIT DUTIES:** Governmental Unit shall:
 - a) Identify non-dangerous offenders who are sentenced or authorized by the court to do community work service in lieu of a jail sentence, a fine or as a sole sanction or eligible pursuant to other provisions in state law.
 - b) Employ two (2) crew leaders who will supervise up to ten (10) offenders each approximately forty (40) hours per week, including the hour's crew leaders spend for daily preparation and communication.
 - c) Supervise crew leader(s) who shall be responsible for coordination of crew activities and supervision of offenders.
 - d) Ensure that crew leader(s) have current certification in multi-media first aid and Cardio Pulmonary Resuscitation (CPR).
 - e) Require crew leader(s) to attend a minimum of forty (40) hours of job-related training annually – twenty-four (24) hours of mandatory "Advanced Crew Leader Training" annually, consisting of eight (8) hours of chain saw training, plus sixteen (16) hours of program related topics provided by the State. Reimburse the State for training fees for other training provided by the State and ensure that crew leaders will not use power equipment until certified by the State.
 - f) Require new crew leader(s) to attend any skill building training program provided by the State.
 - g) Ensure that the crew leader provides safety training for each crewmember relevant to the work performed in the STS program. Report all accidents or incidents involving crew leaders and offenders during crew work time to the State STS Supervisor.
 - h) Immediately report to the State's Authorized Representative all allegations of misconduct and disciplinary actions regarding crew leaders. Allow the State's Authorized Representative access to all STS crew leader employment and disciplinary records upon request.
 - i) Conduct activities to make the public aware of the program and the benefits to the citizens of the state.
 - j) Notify state agencies that STS services are available to them and ensure that projects performed under this agreement are divided proportionate to funding participation between the "State" and "Governmental Unit."
 - k) Obtain any necessary permits, licenses or easements before beginning work on any project.
 - l) Certify in writing to the appropriate bargaining agent, that the work performed by offenders will not result in the displacement of currently employed workers or workers on seasonal layoff or layoff from

substantially equivalent position including displacement such as reduction in hours of non-overtime work, wages or other employment benefits.

- m) Submit program activity reports to the States Authorized representative within five (5) working days after the end of each quarter on forms provided by the State.
- n) Assume responsibility for proper disposal of any hazardous materials used in or on any project

3 Payment

- 3.1 **CONSIDERATION:** Consideration for all services performed by Governmental Unit pursuant to this agreement shall be paid by the STATE as follows:

Compensation for up to 25% of the total cost for operating the program based on the budget, which is attached as Exhibit 1, and incorporated into this agreement.

Compensation: Compensation in an amount not to exceed \$30,609.93 for FY14 and an amount not to exceed \$30,609.93 for FY15 based on the following method of payment: Payments shall be made by the State promptly after Governmental Unit's presentation of *quarterly* invoices for services performed and acceptance of such services by the STATE'S authorized representative or designee. With the final invoice due no later than 30 days following the expiration of the date of the agreement.

- 3.2 **CONDITIONS OF PAYMENT:** All services provided by Governmental Unit pursuant to this Agreement shall be performed to the satisfaction of the State, as determined at the sole discretion of its Authorized Representative or designee, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Governmental Unit shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

3.2.1 Funds available under this agreement are for payment of salary (wages and the Governmental Unit's share of FICA, PERA, and Worker's Compensation costs), fringe benefits, (insurance, vacation, sick leave, training), transportation and small tools for the crew leader and offenders as specifically identified in the Program Budget attached as Exhibit 1.

3.2.2 Governmental Unit must certify that tools and equipment acquired with agreement funds are required because no other equipment owned by the Governmental Unit is available or suitable for the effort, that equipment purchased and used commonly for two or more programs will be appropriately prorated to each activity, and that equipment purchased with agreement funds will be used during and after the agreement period for criminal justice purposes.

- 3.3 **TIMELINESS:** The Governmental Unit shall comply with all of the time requirements described in this Agreement.

- 3.4 The total obligation of the State under this agreement will not exceed \$61,219.86

4 Authorized Representatives

The State's Authorized Representative is: (or his/her successor)

Victor A. Moen, Supervisor
Grand Rapids District
104 NE 3rd Street, Suite 250
Grand Rapids, MN 55744
218-322-2933
Victor.A.Moen@state.mn.us

The Governmental Unit's Authorized Representative: (or his/her successor)

Scott Turner
Aitkin County
217 2nd Street NW
Aitkin, MN 56431
218-927-7435
scott.turner@co.aitkin.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the 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.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

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

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit 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 the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

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.

10 Termination

- 10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>.

All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12 Other Provisions

- 11.1 Any employees of the Governmental Unit are required to attend an orientation session prior to any direct contact with offenders.
- 11.2 Governmental Unit employees are required to be familiar and comply with all State policies.
- 11.3 **Publicity.** Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Governmental Unit or its employees individually or jointly with others, or any subcontractors shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in this Agreement, prior to its approval by the State's Authorized Representative.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed	<i>Erica Thomas</i>
Date	06/07/2013
CFMS Contract No.:	103358

2. GOVERNMENTAL UNIT

By
Signature
Scott Turner
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

3. STATE AGENCY

With delegated authority

Signed
Title
Date

4. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
 DOC Financial Services Unit – Original (fully executed) Agreement, Governmental Unit, State's Authorized Representative, Budget Officer of Authorized Representative
 Department of Administration – Materials Management Division

Exhibit 1

Sentencing to Services Program Budget

Aitkin County

Contract Period: July 1, 2013- June 30, 2015

CREW LEADERS BUDGET

EXPENDITURE	FY14	FY15	TOT
CREW LEADERS S & F	129,285.00	134,456.00	263,741.00
REPAIR SERVICES	1,750.00	1,750.00	3,500.00
P & T SERV(TRAINING)	1,100.00	1,100.00	2,200.00
COMMUNICATIONS	250.00	250.00	500.00
TRAVEL/VEHICLE	12,375.00	12,870.00	25,245.00
SUPPLIES & EQUIPMENT	7,000.00	7,000.00	14,000.00
FY TOTAL PER CREW LEADER			
Totals	151,760.00	157,426.00	309,186.00
	121,770.00	123,109.47	244,879.47
		61,219.86	30,609.93

PROFESSIONAL/TECHNICAL CONTRACT CERTIFICATION FORM

Submit to: Department of Administration, Materials Management Division, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155.

Certification Requirements: Required for all Professional/Technical Service Contracts, and Joint Powers Agreements in excess of \$5,000 (Minn. Stat. 16C.08). Agencies should submit TWO copies of this Contract Certification Form. When the Professional/Technical Service Contracts are estimated to be over \$50,000, submit two copies of this form with a copy of the *State Register* ad and a copy of your complete RFP.

Department Corrections		Division Field Services / Sentencing to Service
Estimated Contract Value (original contract period):	Estimated Contract Value (including extension options):	Source of Funds
\$1,198,567.59	\$1,198,567.59	Variable

***Original Contract Period: From: July 1, 2013 To: June 30, 2015 With option to extend 0 add'l 0 yr. periods**

*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please write a justification below:

Agency certifies that Minn. Stat. §15. allows agency to enter into this professional/technical service contract.

Nature of Contract: The Department of Corrections pays the counties listed below to operate local Sentencing to Service (STS) programs that serve as a sentencing alternative to the courts. Offenders are permitted to work off fines, pay restitution, work days off a sentence or as a condition of probation in lieu of a jail sentence.

Product or Result: (Give details.) Provides a sentencing alternative to the courts, reduces jail crowding, and provides for the completion of community improvement projects that would not be completed without the assistance of STS.

Contractor	FY14-15 Cost @ 25%	# of Crews	Cont #
Aitkin County	\$ 61,219.87	2	
Becker County (J)	\$ 38,770.50	1	
Blue Earth County Probation Department	\$ 38,770.50	1	
Cass County	\$ 29,256.73	1	
Clearwater County	\$ 24,232.16	1	
Dakota County	\$ 146,489.75	4	
Douglas County	\$ 50,896.50	2	
Hennepin County	\$ 115,189.58	3	
Hubbard County	\$ 24,685.65	1	
Kandiyohi County	\$ 36,457.50	1	
Lake of the Woods County	\$ 4,388.10	1	
Morrison County	\$ 35,372.00	1	
Otter Tail County	\$ 58,039.80	2	
Pennington County (J)	\$ 55,963.53	2	
Pope County	\$ 31,124.75	1	
Ramsey County	\$ 112,536.94	3	
Redwood County	\$ 22,453.82	1	
Stearns County	\$ 38,068.73	1	
Todd & Wadena Counties	\$ 75,562.00	2	
Traverse County	\$ 3,500.00	1	
Tri-County Community Corrections	\$ 46,780.18	1	
Washington County	\$ 148,809.00	4	
Total	\$ 1,198,567.59	37	

In accordance with Minn. Stat. §16C.08, subdivisions 2 and 3, provide the following: (attach additional pages if necessary)

1) Describe how the proposed contract is necessary and reasonable to advance the statutory mission of your agency; These joint powers agreements provide STS programming in these areas of the State. STS promotes public safety by holding offenders accountable for their actions.

2) Describe your plan to notify firms or individuals who may be available to perform the services called for in the solicitation other than advertising in the *State Register* or on the MMD website; and These are Joint Powers Agreements between the State and county corrections agencies and county sheriff's departments. Multiple single source agreements are needed.

3) Describe the performance measures or other tools, including accessibility measures if applicable, that will be used to monitor and evaluate contract performance and how the results of the work will be used. Hours worked by offender crews, fines and restitution paid, jail days saved are reported and compiled in a database from which quarterly reports are drawn.

Is this contract being pursued unilaterally by the Agency as opposed to an enterprise procurement?

("Enterprise procurement" means the process undertaken by the commissioner to leverage economies of scale of multiple end users to achieve cost savings and other favorable terms in contracts for goods and services.)

Unilaterally, because:

This service is unique to this Agency

It is not known if other agencies are engaged in similar contracts

Other: _____

Potential Enterprise Opportunity -- Please call me at _____ to discuss this potential opportunity to develop a multi-agency enterprise procurement contract.

Contract Valued Over \$50,000 (formal solicitations)

Attach both: ___ Copy of the complete Request for Proposals & ___ Proposed *State Register* Notice

Contract Valued \$5,000 to \$50,000 (informal solicitations)

1) Attach: ___ Informal Solicitation OR ___ Formal RFP (*Check which option will apply*)

2) Public Notice will be given by: (*check all that apply*)

___ Posting on the MMD Web page (Agency will post the notice). Complete the following:

Total posting time _____

Geographical location of the work _____

Agency contact person (*who vendors will contact for a copy of the informal solicitation*)

Name _____

Fax _____

E-Mail _____

___ *State Register*

Other as described above

Evaluation of Cost

Executive Order 05-07 requires that "all vendor selection evaluations conducted under Minnesota's "best value" statutes must consider price to be of significant importance..." Price information must be electronically reported. The reporting page and instructions are found at <http://www.mmd.admin.state.mn.us/PriceData/PriceDataSheet.aspx>.

Indicate weight of price ___%

___ I am requesting an exception to the State's guideline. A memo justifying the request is attached.

Single Source Request

Identity of Contractor _____

Attach a justification form.

A sample can be found at: <http://www.mmd.admin.state.mn.us/doc/singlesourcequestform.doc>.

If the contract is for IT-related services (or incidental goods) in excess of \$25,000, select an option below:

- Services and products will meet the Minnesota IT Accessibility Standards
- Services/products provided by the contractor will NOT meet the Minnesota IT Accessibility Standards. (If so, you must complete "STEP TWO" below.)

Accessibility (Complete for all solicitations involving IT services (and incidental goods) in excess of \$25,000)
Information on the Minnesota IT Accessibility Standards can be found at:
http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

STEP ONE: Accessibility Standards Verification:

Check one or both. If not applicable, proceed to Step Two.

- Applicable WCAG 2.0 Level AA requirements (<http://www.w3.org/TR/WCAG20>) are included in the solicitation document and will be evaluated utilizing the procurement process checked below in Step Three.
- Applicable 508 (B) Technical Standards, (C) Functional Performance Criteria, and (D) Information, Documentation, and Support Requirements (<http://mmd.admin.state.mn.us/accessibility>) are included in the solicitation document and will be evaluated utilizing the procurement process checked below in Step Three.

STEP TWO: Accessibility Exception Request:

If Step One is not applicable, check one or both below and indicate the appropriate exception category. **Attach a memo** detailing the rationale supporting the exception request. (A full description of all exceptions can be found at <http://www.mmd.admin.state.mn.us/pdf/AccExceptions.pdf>)

- Applicable WCAG 2.0 Level AA requirements are NOT included; and/or
- Applicable 508 (B) Technical Standards, (C) Functional Performance Criteria, and (D) Information, Documentation, and Support Requirements (<http://mmd.admin.state.mn.us/accessibility>) are NOT included because:

Exception category:

Check all that apply:

- National/State Security Service Personnel Space
- Infrastructure Hardware Fundamental Alteration
- Undue Burden (must be accompanied by the form at: <http://www.mmd.admin.state.mn.us/doc/AccDetermination.doc>)

STEP THREE: Process for Evaluating Accessibility

Indicate how your RFP will be structured and which process you will use to evaluate accessibility.

(For more information, including the Accessibility Matrix, go to <http://www.mmd.admin.state.mn.us/pdf/AccMatrix.pdf> and <http://www.mmd.admin.state.mn.us/pdf/AccSupplement.pdf>.)

- Full Accessibility is a pass/fail requirement
- Partial Accessibility is a pass/fail requirement
- Full or Partial Accessibility is a pass/fail requirement, but Dual Responses are considered
- Full or Partial Accessibility is a pass/fail requirement and is further scored as a % of points
- Accessibility is scored as a % of points
- Proposals are short-listed prior to scoring accessibility as a % of points
- Accessibility is not considered due to an exception indicated above

Joint Powers Agreement (Minn. Stat. §471.59, subd. 1 for Professional/Technical Services)

1) Explain how/why this governmental unit was selected. These counties elected to participate in STS at the onset of the program and continue to do so. No additional state funds have been made available to expand the program.

2) Can this work be performed by any other governmental unit? Participants in the STS program are under the supervision of correctional agencies/departments as ordered by the courts. No other governmental unit has the authority to provide this service in these areas.

Agency Certifications. Pursuant to Minn. Stat. 16C.08, I certify:

1. *No state employee is (a) able and (b) available to perform the services called for by the contract*
 - A. **How did you reach this conclusion:**
 Counties operate STS programming at these locations with county employees. No state employees provide these services at these locations
 - B. **List other methods considered for accomplishing the work. [Example: In-house; other divisions or offices, other state agencies.]**
 STS is operated in a partnership between State and County corrections agencies dealing with corrections clients. These are the only agencies have statutory authority to supervise offenders in completing STS programming.
2. *The normal competitive bidding mechanisms (low bid) will not provide for adequate performance of the service.*
3. *Reasonable efforts will be made to publicize the availability of the contract to the public.*
4. *The agency will develop and implement a written plan providing for the assignment of specific agency personnel to manage the contract, including a monitoring and liaison function, the periodic review of interim reports or other indications of past performance, and the ultimate utilization of the final product of the services. The following person(s) has/have been assigned to manage the contract as well as monitor and act as liaison for the contract Dan Traun at 651-361-7120.*
5. *No one in or on behalf of the agency will authorize the contractor to begin work before the contract is fully executed unless an exception has been granted by the Commissioner of Administration under Minn. Stat. §16C.05, subd. 2a and funds are fully encumbered.*
6. *The contract will not establish an employer-employee relationship between the state or the agency and any person performing under the contract.*
7. *In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the agency will require the contractor to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.*
8. *No current state employee will engage in the performance of the contract.*
9. *Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to MMD.*
10. *The agency will not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency. The seniority unit layoff list was reviewed on April 30, 2013.*

The following three Internal Approval signatures are for agency use; they are not required by MMD.

Activity Manager:	Date:
Division Director:	Date:
Assistant Commissioner (program):	Date:

Agency signature (required):

Authorized Certification Officer authorized to sign contracts:	Date: 5/1/13
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Minnesota Office of Enterprise Technology review signature is required for contracts over \$25,000 involving information and communications technology.

Minnesota Office of Technology Reviewed (when applicable)	Date:
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Department of Administration signature (required)

Materials Management Division/Professional Technical Approval:	Date: 05/07/2013
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