



# Board of County Commissioners Agenda Request

2F

Agenda Item #

**Requested Meeting Date:** June 9, 2015

**Title of Item:** STS Joint Powers Contract

|  |   |  |
|--|---|--|
| <input type="checkbox"/> REGULAR AGENDA<br><input checked="" type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> INFORMATION ONLY   | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><small>*provide copy of hearing notice that was published</small> |
| <b>Submitted by:</b><br>Sheriff Scott Turner   |   | <b>Department:</b><br>Sheriff's Office   |
| <b>Presenter (Name and Title):</b><br>Sheriff Scott Turner   |   | <b>Estimated Time Needed:</b>  |
| <b>Summary of Issue:</b><br><br>Attached is a copy of the contract offered by Minnesota Department of Corrections for fiscal years 2016 and 2017. The funds provided through this contract help fund the Aitkin County STS program.<br><br>If you have any questions about this contract prior to the June 9th meeting, please do not hesitate to call.  |   |  |
| <b>Alternatives, Options, Effects on Others/Comments:</b>  |   |  |
| <b>Recommended Action/Motion:</b>  |   |  |
| <b>Financial Impact:</b><br>Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping? \$<br>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i><br>budgeted as a revenue item to help offset Aitkin County's STS program expenses |   |  |

Legally binding agreements must have County Attorney approval prior to submission.

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

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

**Recitals**

Under Minnesota Statute § 471.59, subdivision 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, 2015, 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, 2017, 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 2 crew leaders who will supervise up to 10 offenders each approximately 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 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.

- a) 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.
- b) 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 \$31,700.69 for FY16 and an amount not to exceed \$31,700.69 for FY17 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), and current expense items (transportation and small tools) for the crew leader and offenders in the Joint Powers 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 \$63,401.78

### 4 Authorized Representatives

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

Vic Moen  
District Supervisor  
104 Northeast 3rd Street, Suite 250  
Grand Rapids, MN 55744  
victor.a.moen@state.mn.us

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

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

**5 Assignment, Amendments, Waiver, and Contract 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 **Contract 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 the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit 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 Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 1) Actions that give rise to strict liability; or
- 2) 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 Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 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, Minnesota Statute 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 Minnesota Statute § 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

**JOINT POWERS BUDGET**

Exhibit 1

|                       | <b>FY15</b>   |
|-----------------------|---------------|
| County Budget (A) \$  | 157,426.00    |
| Max total (B) \$      | 123,109.47    |
| 25% of max total © \$ | 30,777.37     |
| FY15 + 3% ⇔⇔⇔⇔⇔⇔      | \$ 126,802.75 |

| <b>EXPENDITURE</b>                          | <b>FY16</b>          | <b>FY17</b>          |                      |
|---|----------------------|----------------------|----------------------|
| SALARY & FRINGE (D)                         | \$ 138,490.00        | \$ 138,490.00        | \$ 276,980.00        |
| CURRENT EXPENSE (E)                         | \$ 23,660.00         | \$ 23,660.00         | \$ 47,320.00         |
| <b>TOTAL COUNTY BUDGET SUBMITTED</b>        | <b>\$ 162,150.00</b> | <b>\$ 162,150.00</b> | <b>\$ 324,300.00</b> |
| <b>FY15 max total + 3% (FY16 total)</b>     | <b>\$ 126,802.75</b> | <b>\$ 126,802.75</b> | <b>\$ 253,605.51</b> |
| (over) under                                | \$ (35,347.25)       | \$ (35,347.25)       | \$ (70,694.49)       |
| <b>25% FY15 max total + 3% (FY16 total)</b> | <b>\$ 31,700.69</b>  | <b>\$ 31,700.69</b>  | <b>\$ 63,401.38</b>  |