



Board of County Commissioners Agenda Request

20
Agenda Item #

Requested Meeting Date: May 14, 2019

Title of Item: STS Joint Powers Contract

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sheriff Dan Guida		Department: Sheriff's Office
Presenter (Name and Title): Sheriff Dan Guida		Estimated Time Needed:
Summary of Issue: Attached is a copy of the contract offered by Minnesota Department of Corrections for fiscal years 2020 and 2021. The funds provided through this contract help fund the Aitkin County STS program. This contract goes into effect July 1, 2019, following the conclusion of our current contract on June 30, 2019.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> budgeted as a revenue item to help offset Aitkin County's STS program expenses		

**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, 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.

1. Term of Agreement

1.1. **Effective date:** July 1, 2019, 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, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1. GOVERNMENTAL UNIT DUTIES: Governmental Unit shall:

- 2.1.1. 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, as a sole sanction, or eligible pursuant to other provisions in state law.
- 2.1.2. Employ 2 crew leader(s) 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.
- 2.1.3. Supervise crew leader(s) who shall be responsible for coordination of crew activities and supervision of offenders.
- 2.1.4. Ensure that crew leader(s) have current certification in first aid and Cardio Pulmonary Resuscitation (CPR).
- 2.1.5. Require crew leader(s) to attend a minimum of 40 hours of job-related training annually – 24 hours of this training are mandatory "Advanced Crew Leader Training," consisting of eight hours of chain saw training, plus 16 hours of program related topics all to be provided by the State. The Government Unit must reimburse the State for training fees for other training provided by the State and ensure that crew leaders do not use power equipment until trained by the State.

- 2.1.6. Require new crew leader(s) to attend any skill building training program provided by the State.
- 2.1.7. 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.
- 2.1.8. 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.
- 2.1.9. Conduct activities to make the public aware of the program and the benefits to the citizens of the state.
- 2.1.10. 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.
- 2.1.11. Obtain any necessary permits, licenses or easements before beginning work on any project.
- 2.1.12. 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.
- 2.1.13. Submit program activity reports to the States Authorized representative within five working days after the end of each quarter on forms provided by the State.
- 2.1.14. Assume responsibility for proper disposal of any hazardous materials used in or on any project.

3. CONSIDERATION:

Consideration for all services performed by Governmental Unit pursuant to this agreement shall be paid by the STATE as follows: Compensation in an amount not to exceed \$36,865.56 for FY20 and an amount not to exceed \$38,155.85 for FY21 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 Liaison to Purchaser.

- 3.1. 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 Liaison to Purchaser, 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.
 - 3.1.1. 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.

3.2. Invoices must be submitted no later than the 30 days following the end of the billing period. The final invoice is due no later than 30 days following the expiration of the date of the agreement. Any remaining funds will be unencumbered 31 days after the expiration of the contract.

3.3. Total Obligation: The total obligation of the State under this agreement will not exceed \$ 75,021.41

4. Authorized Representatives

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

Dan Traun, Corrections Program Director
1450 Energy Park Drive, STE 200
St. Paul, MN 55108
dan.traun@state.mn.us
651-361-7120

Liaison to Purchaser

Vic Moen
104 Northeast 3rd Street, Suite 250
Grand Rapids, MN 55744
victor.a.moen@state.mn.us
218-322-2933

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

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

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
- 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 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 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, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit 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. Governmental Unit 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 Governmental Unit and made available to the State upon request.

12. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

<p>1. STATE ENCUMBRANCE <i>Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.</i></p>
<p>By <u><i>[Signature]</i></u></p>
<p>Date <u>4/12/19</u></p>
<p>CFMS Contract No. A- <u>156071 / 3-111060</u></p>

<p>3. STATE AGENCY</p>
<p>By: Sarah Walker, Deputy Commissioner</p>
<p>Date _____</p>

<p>2. GOVERNMENTAL UNIT</p>
<p>By: _____</p>
<p>Title <u>Sheriff</u></p>
<p>Date _____</p>

<p>4. COMMISSIONER OF ADMINISTRATION As delegated to Materials Management Division</p>
<p>By _____</p>
<p>Date _____</p>

<p>By _____</p>
<p>Title _____</p>
<p>Date _____</p>

<p>By _____</p>
<p>Title _____</p>
<p>Date _____</p>