



Board of County Commissioners Agenda Request

28
Agenda Item #

Requested Meeting Date: June 23, 2020

Title of Item: Drug Court grant (Community Corrections)

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Kameron Genz	Department: Community Corrections
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Presenter (Name and Title):	Estimated Time Needed:
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Summary of Issue:
 The Drug Court Grant for July 1, 2020-June 30, 2021 is due for renewal before July 1, 2020. This grant has been received by Aitkin County Community Corrections to cover costs associated with Aitkin County Sobriety Court for approximately 10 years. The amount of this fiscal year's grant is \$66,000 (reimbursement = \$65,000 for wages/benefits of the agent designated to Sobriety Court and \$1,000 for fuel/travel costs).

 In years past, Director Genz has signed for and received this grant. Due to the amount of the grant, County Administrator Seibert has requested the agreement/grant now go to the Board of Commissions for approval prior to submission. The agreement has been reviewed by the County Attorney.

 I will plan to appear by phone for the June 23, 2020 County Board meeting should any questions arise. As always, feel free to contact me with questions or for more information.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
 Approve Contract ID # :13756 Cooperative Agreement - Aitkin County Sobriety Court in the amount of \$66,000 for the period of July 1, 2020 - June 30, 2021) Further, the Community Corrections Director, Kameron Genz, is authorized to sign/execute this and future drug court cooperative agreements.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*
 This grant is included as revenue in the the Community Corrections budget annually.

STATE OF MINNESOTA
COOPERATIVE AGREEMENT

This Agreement is between Aitkin County Community Corrections (herein “ACCC”), 204 1st St NW, Aitkin, MN 56431, and the State of Minnesota, acting through its agent Ninth Judicial District, Aitkin County Sobriety Court (herein “Court”), 616 America Ave NW, Suite 250, Bemidji, MN 56601.

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the Court is empowered to engage such assistance as deemed necessary.

The Court has established a Sobriety Court program that is designed to intervene in the lifestyles of offenders with substance use disorders and to improve public safety.

The Court and the ACCC desire to establish cooperative procedures for the implementation and effective operation of the Aitkin County Sobriety Court program.

ACCC is empowered under Minnesota law to provide probation supervision services to and participate in the Aitkin County Sobriety Court program.

The Court is in need of additional probation supervision services from ACCC coextensive with the availability of County, Court, and Federal Funds to fund such services.

Agreement

1. Term of the Agreement

- A. **Effective date:** July 1, 2020, or the date the Court obtains all required signatures under Court policy, whichever is later.
- B. **Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

A. ACCC is responsible to:

- 1. Provide an assigned qualified probation officer to fully participate in the Aitkin County Sobriety Court process and supervise participants in Aitkin County Sobriety Court. “Assigned” probation officer means a probation officer providing supervision

services and participating in the Aitkin County Sobriety Court process and employed by ACCC. This position shall be a permanent ACCC employee and shall be a limited duration appointment which ends when the funds appropriated by the Legislature and allocated by the Judicial Branch to the Court expire.

2. Administer any union contract and County personnel policies according to ACCC supervisory expectations. This includes assuring union contract language is adhered to and that performance improvement plans, corrective action, progressive discipline and grievance procedures are followed. All ACCC personnel policies will be monitored and followed. ACCC will retain ultimate authority to determine and issue discipline, including but not limited to discharge.
3. Follow all compensation policies, rules, and practices as they relate to fringe benefits, health insurance, payroll, overtime and timesheets.
4. Prepare and administer all performance communications, including identifying areas of performance that meet expectations, exceed expectations and/or need improvement. Performance improvement plans will include input from the Court and overall performance shall be monitored on a continual basis by ACCC.
5. Monitor and authorize overtime, paid time off, other time off, hours of work and workload coverage so that employee work is completed in a timely fashion and personnel rules are followed.
6. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.
7. Provide recruitment, selection and hiring of any employee who falls under this contract. Recruitment, selection and hiring will be administered by ACCC.

B. Both ACCC and Court are responsible to:

1. Individually and jointly determine whether the assigned probation officers are performing adequately within the program. ACCC may decide to remove existing personnel from the program provided that prior notice is given to the Court.
2. Monitor and authorize hours of work and workload coverage so that employee work is completed in a timely fashion.
3. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.

4. Work in partnership in the recruitment and selection of any employee who falls under this contract. Recruitment, selection and hiring will follow and be administered by ACCC with input and recommendation from the Court.
 5. Authorize and approve employee expenses for mileage, meals, parking, purchases and miscellaneous items.
 6. Arrive at financial agreements that allow the Court and ACCC to operate within fiscally sound principles that meet the payment and receipt procedures of both ACCC and the Court. ACCC must adhere to Minnesota Judicial Branch Treatment Court Policies, including financial policies regarding treatment court expenditures.
 7. Agree on what information systems will be utilized, what data must be acquired, entered and maintained, and who has access rights to the resulting information.
 8. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs. Agree on who is responsible for payment of training and by which means payment will be made.
- C. Court, in collaboration with the treatment court team and in accordance with state and national best practice standards outlined in Minnesota Judicial Branch Policy 511.1 Treatment Court Standards, will be responsible for:
1. Program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, establishing program capacity, and alcohol and drug testing protocols.
 2. Monitor performance of employee and provide input of employee's performance to ACCC on a continual basis.

D. Continuation

No less than 30 days before the agreement expiration date, the parties to this agreement will meet, confer, and decide whether this agreement should be extended. If extended, ACCC and the Court agree to reconsider the funding parameters for the next term.

3. Payment

- A. The Court shall reimburse ACCC for probation services and supervision services related to the Aitkin County Sobriety Court program for the 1.0 FTE position(s) dedicated to intensive supervision of Aitkin County Sobriety Court participants. If the position is used for something other than Aitkin County Sobriety Court supervision, the reimbursement shall be proportionally reduced. ACCC shall indicate on its billing the amount expended during the invoice period for supervision /monitoring and for testing services for Aitkin County Sobriety Court participants.
- B. **Payment Rate.** The Court shall compensate ACCC for services based upon quarterly invoices submitted to the Court. The cost of the probation and supervision services provided to the Court shall not exceed sixty-five thousand dollars (\$65,000.00) for the period from July 1, 2020 through June 30, 2021. Said cost is based on the actual per hour expenses including fringe benefits incurred by the probation officer in the performance of the duties set forth herein. The cost of probation travel expenses provided to the Court shall not exceed one thousand dollars (\$1,000.00) for the period from July 1, 2020 through June 30, 2021.
- C. The total obligation of the Court under this agreement shall not exceed sixty-six thousand dollars (\$66,000.00).

4. Authorized Representatives

- A. The Court's Authorized Representative is Maria Pahlen, or her successor, at 616 America Ave NW, Suite 250, Bemidji, MN 56601, and all inquiries shall be directed to her attention.
- B. The ACCC's Authorized Representative is Kameron Genz, or her successor, at 204 1st St NW, Aitkin, MN 56431, and all inquiries shall be directed to her attention.

5. Assignments, Amendments, Waiver, and Contract Complete

- A. **Assignment.** ACCC may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Court and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. **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.
- C. **Waiver.** If the Court fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. **Contract Complete.** This agreement contains all negotiations and agreements between the Court and ACCC. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Liability

Each party shall be responsible for its own acts or omissions and any liability which results as a consequence thereof.

7. State Audits

Under Minnesota Statute § 16C.05, subdivision 5, ACCC's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the Court and/or the Court Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of this agreement.

8. Confidentiality, Disclosure, and Use

ACCC shall not disclose to any third party any information that is inaccessible to the public pursuant to the Rules of Public Access of the Judicial Branch promulgated by the Minnesota Supreme Court. If ACCC receives a request to release information referred to in this Clause, ACCC must immediately notify the Court.

ACCC is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. Both parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires ACCC to comply with the Rules of Public Access for data received from the Court under this agreement.

9. Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate court or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

- A. **Termination.** The Court or ACCC may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- B. **Termination for Insufficient Funding.** The Court 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 ACCC. The Court is not obligated to pay for any services that are provided after notice and effective date of termination. However, ACCC will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Court 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 Court must provide ACCC notice of the lack of funding within a reasonable time of the Court's receiving that notice.

1. AITKIN COUNTY COMMUNITY CORRECTIONS

By: _____

Title: _____

Date: _____

2. COURT

By: _____

Title: _____

Date: _____

By: _____

Title: State Court Administrator

Date: _____

3. Funds have been encumbered as required by State Court Finance Policy by:

By: _____

Title: _____

Date: _____

Contract No. _____

4. Approved as to form and execution:

By: _____

Title: _____

Date: _____