



Board of County Commissioners Agenda Request

2Q
Agenda Item #

Requested Meeting Date: April 13, 2021

Title of Item: STS Joint Powers Contract

<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: Sheriff Dan Guida	Department: Sheriff's Office
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Presenter (Name and Title): Sheriff Dan Guida	Estimated Time Needed:
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Summary of Issue:

Attached is a copy of the contract offered by Minnesota Department of Corrections for fiscal years 2021 through 2023. The funds provided through this contract help fund the Aitkin County STS program. This contract goes into effect July 1, 2021, following the conclusion of our current contract on June 30, 2021.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Recommend approval of the JPA.

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:*

budgeted as a revenue item to help offset Aitkin County's STS program expenses

STATE OF MINNESOTA

ENCUMBRANCE WORKSHEET

State Accounting Information:

SWIFT Contract No. _____

PO No.: _____

Requestor: _____

Agency: P78 Corrections	Fiscal Year(s): 2022/2023	Vendor Number: 206024
Total Amount of Contract:		
Category Code:		
Account Code:		
FY22		FY23
Accounting Distribution:	Accounting Distribution:	
Fund:	Fund:	
AppropID:	AppropID:	
Fin DeptID:	Fin DeptID:	
Project (3000 fund only):	Project (3000 fund only):	
Amount: 39445.52	Amount: 40786.67	

Contract Start Date: 2021-07-01 | Expiration Date: 2023-06-30

Contractor Name and Address:

Aitkin County
 Daniel Guida
 218 1st Street NW
 Aitkin, MN 56431
 dguida@co.aitkin.mn.us
 218-927-7435



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

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, 218 1st St 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 needs 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, 2021, 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, 2023, 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. Payment. 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 \$39,445.52 for FY22 and an amount not to exceed \$40,786.67 for FY23 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.

The total obligation of the State under this Agreement will not exceed \$81,573.33

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

Mark Smith
104 Northeast 3rd Street, Suite 250
Grand Rapids, MN 55744
Mark.l.smith@state.mn.us
218-322-2933

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

Aitkin County
Daniel Guida
218 1st Street NW
Aitkin, MN 56431
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 authorized parties or their successors.

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 authorized parties or their successors.

5.2 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.

5.3 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party 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 Indemnifying Party's:

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

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. 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 Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

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, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination 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, (or, if the State contracting party is part of the Judicial Branch, with 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) 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 Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, 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 and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

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, the 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. The 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 Contractor and made available to the State upon request.

12. Signatures

<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 _____</p>
<p>Date _____</p>
<p>CFMS Contract No. A-</p>
<p>1. GOVERNMENTAL UNIT</p>
<p>By: _____</p>
<p>Title _____</p>
<p>Date _____</p>
<p>By _____</p>

<p>3. STATE AGENCY</p>
<p>By: Curtis Shanklin, Deputy Commissioner</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>

Title

Title