



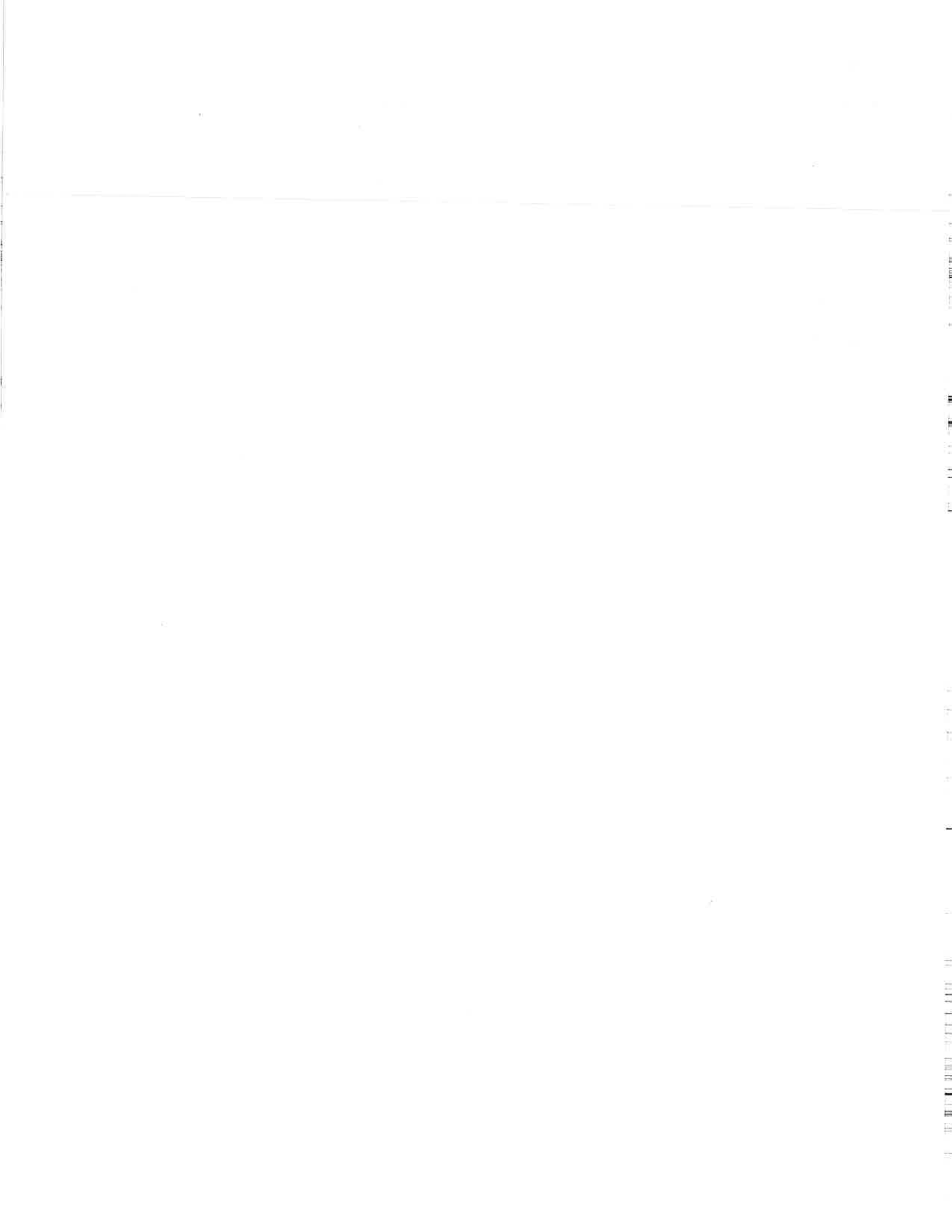
Board of County Commissioners Agenda Request

2V
Agenda Item #

Requested Meeting Date: January 25, 2022

Title of Item: CCA Subsidy/State of MN Grant Contract Agreement 2022-2023

<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)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
Submitted by: Kameron Genz		Department: Community Corrections
Presenter (Name and Title): Kameron Genz - Director of Community Corrections		Estimated Time Needed: 0 min
Summary of Issue: 1. Approval of 2022-2023 Community Corrections Act (CCA) Subsidy agreement. Renew the agreement with State of MN/DOC for 2022-2023 funding. (see attached grant)		
Alternatives, Options, Effects on Others/Comments: The final grant agreement has been submitted for approval. The signature pages have been sent to Commissioner Wedel and Jessica Siebert to sign, once approved by the Board.		
Recommended Action/Motion: It is respectfully requested that the Aitkin County Board of Commissioners Approve the State of Minnesota Grant Contract Agreement and, as such, authorize the grant be signed by Commissioner Wedel and Jessica Seibert.		
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> 2022 CCA Subsidy Grant funds are included the Community Corrections budget.		



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Corrections ("State") and **Aitkin County Community Corrections, 209 2nd St NW, Aitkin, MN 56431** ("Grantee"). State and Grantee may be referred to jointly as "Parties."

Recitals

1. Under Minnesota Statutes Chapter §401, §241.31 and Minnesota Rule Chapter §2905 the STATE is empowered to enter into this grant contract agreement.
2. The STATE is in need of support to provide community-based correctional supervision and programming as detailed in the Community Corrections Act.
3. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

- 1.1 **Effective date:** Effective Date: January 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § Minn. Stat. §16B.98, Subd. 5, whichever is later.
- 1.2 **Expiration date:**
December 31, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms**
The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). Grantee shall comply with Minn. Stat. §401.01 through §401.16 and Minn. Rule §2905.0100 through §2905.1200 and perform duties and submit deliverables as follows:

2.1 Comprehensive Plan:

- (a) Shall be furnished to the State every four (4) years; Commissioner of Corrections shall provide the format.
- (b) Deliver programs and services outlined in the Grantee's current Comprehensive Plan, which is attached and incorporated into this grant contract agreement as Exhibit A.

2.2 Interim Plan:

- (a) Shall be furnished during the years not requiring a full Comprehensive Plan; next Interim Plan due March 1, 2023.
- (b) Shall include a narrative describing any changes in services and/or programming, changes made to the strategic plan, and/or any problems or concerns Grantee is experiencing.
- (c) Must report on newly developed standardized outcomes.

2.3 Outcomes Reporting:

- (a) Shall furnish standardized outcome report by March 1st of each year and shall include outcomes from the subsequent calendar year including the year the next Comprehensive Plan is due.
- (b) Outcome Reporting period of July 1, 2022 – December 31, 2022 is due by March 1, 2023.

2.4 Training:

(a) Grantee shall use a sum of no less than the equivalent of two percent (2%) of the total grant contract agreement to develop and implement training and educational programs. This requirement shall be achieved by the grantee’s staff responsible for direct community supervision of clients attending a minimum of forty (40) hours of training each year, ten (10) hours of which must be dedicated to Evidence Based Practices. Grantee may demonstrate the training requirement detailing training plans and requirements in the Comprehensive Plan.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

(a) The State will pay the Grantee monthly for all services performed under this grant contract agreement as outlined in the Two-year Budget, which is attached and incorporated into this grant contract agreement as Exhibit B. Grantee will be compensated as follows:

(b) Compensation

The Grantee will be paid as follows:

Year 1 (1/1/22 – 12/31/22)	\$314,684
Year 2 (1/1/23 – 12/31/23)	\$314,684

(c) Travel Expenses

Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB).

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$629,368**

4.2 Payment

(a) Invoices

To remain eligible for payment Grantee must submit quarterly electronic statements using the Department of Corrections financial reporting extranet portal.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant contract agreement closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in Minnesota: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state,

or local law.

6 Authorized Representative

The State's Authorized Representative is **Jacki Anderson, Grants Specialist, (651) 571-6048, jacalyn.anderson@state.mn.us** or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Kami Genz, Director, (218) 927-7202, kami.genz@co.aitkin.mn.us**. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignments, Amendments, Waivers and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction 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 grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices

The Grantee 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination for Cause

The State may terminate this grant contract if the State finds that there has been a failure by the Grantee to comply with the provision of Minnesota State Chapter 401.

14.2 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature

(b) 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Inclusions by Reference

All statutes referenced in this grant contract agreement are incorporated by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

