



Board of County Commissioners Agenda Request

5A
Agenda Item #

Requested Meeting Date: 04/25/2023

Title of Item: Sentence to Serve Joint Powers Agreement

<input type="checkbox"/> REGULAR AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA		<input checked="" type="checkbox"/> Discussion Item
<input checked="" type="checkbox"/> INFORMATION ONLY		<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
Submitted by: Sheriff Dan Guida		Department: Sheriff
Presenter (Name and Title): Sheriff Dan Guida		Estimated Time Needed:
Summary of Issue: Review and Discuss Community Corrections (Sentence to Serve) Joint Powers Agreement. Pat Scollard, Sentence To Serve Supervisor would also like to present STS numbers to the board.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
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 type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

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

STATE OF MINNESOTA

ENCUMBRANCE WORKSHEET

State Accounting Information:

SWIFT Contract No. _____

Agency Contract Identification No.: _____

Agency: Corrections	Fiscal Year: 2024-2025	Vendor Number: 0000197275-001
Total Amount of Contract: \$81573.34	Amount of Contract First FY: \$40786.67	
Category Code:	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount: \$40786.67	Amount: \$40786.67	Amount:
Accounting Distribution FY24:	Accounting Distribution FY25:	
Fund: 1000	Fund: 1000	
AppropID: P7836210	AppropID: P7836210	
Fin DeptID: P7836201	Fin DeptID: P7836201	
Agency Cost Code:	Agency Cost Code:	
Project:	Project:	
Activity:	Activity:	
Statewide Cost Code:	Statewide Cost Code:	
Amount: \$40786.67	Amount: \$40786.67	

Contract Start Date: July 1, 2023

Expiration Date: June 30, 2025

Contractor Name and Address: Aitkin County, 218 1st St NW, Aitkin, MN, 56431

Social Security No. or Federal Employer I.D. No.: _____

Minnesota Tax I.D. No. (if applicable): _____

This Page Contains Private Data

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DO NOT REPRODUCE OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS

WRITTEN PERMISSION OF THE CONTRACTOR.



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This Agreement is between the State of Minnesota, acting through its Commissioner of Corrections (“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 1st, 2023 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2. Expiration Date: June 30th, 2025 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 individuals 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 individuals.
- 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 individuals 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 individuals 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**

- 3.1. 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 \$40786.67 for FY24 and an amount not to exceed \$40786.67 for FY25 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 DOC Supervisor Liaison to Purchaser.

3.2. The total obligation of the State under this Agreement will not exceed \$81573.34.

4. **Authorized Representatives**

- 4.1. The State's Authorized Representative is Dan Traun, 1450 Energy Park Drive, STE 200, St. Paul, MN 55108, Phone: 651-361-7120, email dan.traun@state.mn.us or his/her successor or delegate.
- 4.2. DOC Supervisor Liaison is Mark Smith, Grand Rapids District, 104 NE Third St, Suite 250, Grand Rapids, MN, 55744
- 4.3. The Governmental Unit's Authorized Representative is Daniel Guida, Aitkin County, 218 1st St NW, Aitkin, MN, 56431, Phone: 218-927-7435, email dguida@co.aitkin.mn.us, or his/her successor.

- 5. **Assignment, Amendments, Waiver, and Contract Complete.** 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.

6. **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. 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.

7. **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.

8. **Indemnification.** 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.

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.

9. 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.

10. 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.

11. 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.

12. **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. 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.

13. **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.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____