



Board of County Commissioners Agenda Request



Requested Meeting Date: November 26, 2024

Title of Item: Aitkin County Boarding Joint Powers Agreement

<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: Aitkin County Sheriff's Office	
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: Approve Hennepin County - Aitkin County Boarding Joint Powers Agreement Electronic signature page will be sent out for Board Chair, County Administrator and Sheriff signatures.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Hennepin County - Aitkin County Boarding Joint Powers Agreement		
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.

**AGREEMENT BETWEEN THE COUNTY OF HENNEPIN
AND THE COUNTY OF AITKIN FOR BOARDING INMATES AT THE AITKIN COUNTY JAIL**

This Agreement ("Agreement") is made and entered into between the County of Aitkin, State of Minnesota, through the Aitkin County Sheriff's Office, hereinafter referred to as ("Aitkin County") and the County of Hennepin, State of Minnesota, through the Hennepin County Sheriff's Office, hereinafter referred to as ("Hennepin County").

WHEREAS, Hennepin County, wishes to contract with Aitkin County to temporarily board Hennepin County detainees ("Detainees") at the Aitkin County Jail ("Facility") to support any all-hazard events including a national security emergency, major fire or flood, catastrophic natural disaster, manmade (including terrorism) disaster, technological disasters by rendering a party's building(s) or surrounding area unsafe, temporarily unusable, or inaccessible, and facility projects or inmate population management requiring lessening the inmate population; and

WHEREAS, Aitkin County currently has limited open bed space available within the Facility and may need to limit number of detainees at times based on their own facility needs.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, Aitkin County and Hennepin County agree as follows:

I. TERM AND OVERVIEW

This Agreement shall commence on November 1, 2024, and expire on December 31, 2026, unless terminated earlier in accordance with the provisions herein.

During the term of this Agreement, Hennepin County shall request the transfer of Detainees to the Facility by providing twenty-four (24) hours' notice to Aitkin County. Aitkin County shall notify Hennepin County within eight (8) hours of any request if it does not have open bed available.

Hennepin County shall provide twenty-four (24) hours' notice to Aitkin County prior to transferring Detainees from the Facility to Hennepin County custody.

The parties shall cooperatively schedule timing and logistics for each agreed upon transfer to or from the Facility.

II. AITKIN COUNTY DUTIES

Subject to the provisions herein, Aitkin County shall:

1. Accept and provide for the secure custody, care and safekeeping in the Facility of Detainees and house them in the Facility in accordance Aitkin County's policy for secure detention and in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the Facility, and this Agreement. Except for the medical and dental care and services provisions below, Aitkin County shall notify Hennepin County in the event a Detainee needs transport of any kind and Hennepin County shall make necessary arrangements to meet the need.
2. Permit Hennepin County to transfer Detainees during the term of the Agreement based on available open beds at the time. Any such transfer shall be under the terms and condition of this Agreement.
3. Provide Detainees with the same level of medical care and services provided to Aitkin County inmates, including the transportation of and security for Detainees requiring removal from the Facility for medical treatment until Hennepin County can respond pursuant to paragraph III-3. Aitkin County shall have the sole authority to determine whether any Detainees housed in the Facility require emergency medical and dental care. Aitkin County shall notify the Hennepin County authorized agent whenever a Detainee is removed from the Facility in order to provide

emergency medical or dental treatment. All Detainees requiring emergency medical treatment will be treated according to the joint medical protocol established between Hennepin and Aitkin counties, which is attached hereto and incorporated herein as Exhibit A. The joint medical protocol shall also govern payment for all medical and dental appointments, prescription medications, hospital visits or admissions. Additionally, Aitkin County shall determine whether the Detainee has health, medical, dental or other insurance, then submit the same as applicable.

4. Admit Detainees upon receipt by Aitkin County of the booking sheet that Hennepin County uses in the ordinary course of its duties, which shall include a photograph, to establish the identity of the Detainee. This documentation must be presented by an authorized agent, personnel, or employee of Hennepin County and shall only release Hennepin County Inmates into the custody of Hennepin County's agents, personnel or employees and said release shall be conducted in accordance with Facility's release policies. The Facility will be available to accept Detainees twenty-four (24) hours per day.
5. **Prison Rape Elimination Act Compliance**
The parties must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

III. HENNEPIN COUNTY DUTIES

Subject to the provisions herein, Hennepin County shall:

1. Transport all Detainees to and from the Facility, except in those cases where the Detainee is transported to a medical care facility for emergency medical or dental treatment pursuant to paragraph II-3 of this Agreement.
2. Provide Aitkin County with all necessary orders, writs, and other documentation prior to transferring a Detainee.
3. Aitkin County shall notify Hennepin County in the event a Detainee may require medical care and assistance away from the Facility that may exceed eight (8) hours. Hennepin County shall exercise commercially reasonable efforts to relieve Aitkin County as soon as practical. Aitkin County shall provide secure custody, care and safekeeping for Detainees receiving medical care and assistance away from the Facility until relieved by Hennepin County personnel.
4. Provide classification information to Aitkin County Jail on all Detainees to be boarded in Aitkin County prior to placement of Detainee in the Aitkin County Jail.

Notwithstanding Hennepin County's classification, Aitkin County shall classify the Detainee as indicated and required pursuant to Aitkin County's classification system.

5. Ensure any Detainee being transferred from Hennepin County Jail to the Aitkin County Jail has been screened for COVID19 at least seventy-two (72) hours prior to transfer. Hennepin County shall not transfer any Detainee who is known to be currently positive for COVID19.

IV. PAYMENT

1. Aitkin County shall invoice Hennepin County as follows:
 - A. Hennepin County shall pay Aitkin County a per diem rate per Detainee at the Facility, plus medical, dental and prescription costs. The amount of said per diem shall be agreed upon, in writing, by the parties contemporaneously with the JPA activation. The total cost of this

Agreement, including all reimbursable expenses, shall not exceed Three Hundred Ten Thousand Dollars (\$310,000). In the event of unexpected costs, this Agreement may be amended to increase the not to exceeded amount, which shall be done in writing, authorized, and signed by both parties.

B. All actual costs associated with emergency medical or dental services provided outside of the Facility pursuant to paragraph II-3 of this Agreement, including transportation expenses, will be a reimbursable expense paid by Hennepin County to Aitkin County upon invoice to Hennepin County. In the event Aitkin County incurs additional personnel costs in relation to transporting and/or providing secure custody, care and safekeeping during medical or dental treatment away from the Facility or during hearings or other legally required appointments. Hennepin County shall pay the actual costs for Facility's personnel's wages not to exceed the prevailing hourly wages, as applicable, at the rate of one and one half times. This will be in conjunction with Aitkin County's share of Medicare and PERA contributions being paid by Aitkin County to a similarly situated Aitkin County employee at the time such Aitkin County employee's services have been actually utilized to provide such services.

C. Aitkin County shall invoice Hennepin County at the end of each month.

2. Payments shall be made by Hennepin County within thirty (30) days after receipt of invoice from Aitkin County. The Invoice must state the Detainee's name, the dates the Detainee is incarcerated, and detail of any costs over and above the fixed per diem including but not limited to costs and expenses for medical or dental care and services according to the terms herein.
3. If the invoice is incorrect, defective, or otherwise improper, Hennepin County will exercise reasonable efforts to notify Aitkin County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Aitkin County, Hennepin County will make payment within thirty (30) days.

V. CANCELLATION

This Agreement may be canceled by either party at any time with or without cause upon twenty-four (24) hours written notice to the other party. In the event Aitkin County cancels this Agreement and unless the parties otherwise agree, Hennepin County shall have seventy-two (72) hours from receipt of the written notice to take custody and control of all Detainees in Aitkin County's secure custody, care and safekeeping.

Termination of this Contact shall not discharge any liability, responsibility, or right of any party which arises from the performance of or failure to adequately perform this Agreement prior to the effective date of termination. Nor shall termination discharge any obligation, which by its nature would survive after the date of termination.

VI. ASSIGNMENT

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

VII. AMENDMENTS

Any amendments to this Agreement shall be in writing, authorized and signed by both parties.

VIII. DATA PRACTICES

All data collected, created, received, exchanged, maintained, or disseminated because of this Agreement is governed by the Minnesota Government Data Practices Act, MN STAT. CHAPT. 13, including but not limited to Minnesota Statutes Section 13.05, Subd. 6, and the Minnesota Rules implementing the Act.

IX. INDEMNITY

Each party to the Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers and employees may hereinafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.

X. MERGER

It is understood and agreed that the entire Agreement between the parties is contained here and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed part of this Agreement.

XI. COMPLIANCE WITH LAWS/STANDARDS

1. Each party agrees to comply with all federal, state, and local laws, ordinances, rules, regulations and executive orders including but not limited to laws pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability or age.
2. Aitkin County shall procure at its own expense, all licenses, permits, or other rights for the provision of the services contemplated herein.
3. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

XII. RECORDS/REPORTS

1. Aitkin County agrees to maintain records relating to all services provided to Detainees under the terms of this Contact according to Minnesota state statues and Aitkin County documents retention policy. Such records shall be made available for audit or inspection at any time upon request of Hennepin County or its authorized representative.
2. Aitkin County agrees to provide Hennepin County with written notice of all claims filed by any Hennepin County Detainee against it concerning boarding/detention services.
3. During the term of this Agreement, upon request by Hennepin County, Aitkin County shall submit to Hennepin County copies of all inspection reports completed by the Minnesota Department of Corrections or any other State of Federal agency dealing with the Detention Center.

XIII. INDEPENDENT CONTRACTOR STATUS

Aitkin County is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Aitkin County as the agent, representative, or employee of Hennepin County for any purpose or in any manner whatsoever. Except for a claim that results directly from the act or omission of Hennepin County personnel, any and all claims that arise or may arise on behalf of Aitkin County, its agents, servants or employees as a consequence of any act or omission on the part of Aitkin County or its agents, servants, employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of Hennepin County.

XIV. PERFORMANCE/SUCCESSORS

1. Aitkin County shall not house Hennepin County Detainees hereunder at any facility other than the Facility.
2. Successors. Hennepin County and Aitkin County each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement.

XV. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

XVI. REMEDIES/WAIVER

1. All remedies available to either party under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of the other remedies.
2. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by the authorized contacts of Hennepin County and Aitkin County specified in Section XVII herein.

XVII. CONTACTS

The authorized contacts for purposes of administration of this Agreement are Sheriff Daniel Guida or designee for Aitkin County, 218 1st St. NW, Aitkin, MN, 56431 and Chief Deputy Pat Enderlein or designee, 350 South 5th St. Room 6, Minneapolis, MN 55415.

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EXHIBIT A

When a Detainee is transported to Aitkin County, Hennepin County will send medications the prisoner is taking and all necessary medical information. Aitkin County will provide medical, dental, and mental health treatment following their clinical protocols and procedures. Aitkin County shall obtain approval of Hennepin County before non-emergency medical, dental or psychiatric treatments are provided to a Detainee.

EMERGENCY ROOM VISITS

All medical emergencies will be transported to Riverwood Health Care Center or nearby hospital by ambulance or by Aitkin County staff.

HOSPITAL ADMISSIONS

A Detainee needing hospitalization will be transported to Riverwood Health Care Center or a nearby hospital as soon as possible following a medical emergency. A Detainee admitted to the hospital will have a permanent transfer to the care and custody of Hennepin County.

HOSPITAL VISITS

A Detainee needing medical follow-up clinic visits or medical specialty clinic visits will have a permanent transfer to the Hennepin County Adult Detention Center.

MEDICAL RECORDS

Medical record information, including test results and prescriptions, will be shared between the two facilities .

TUBERCULOSIS SCREENING

Screening of Detainees by nurses within 14 days for tuberculosis will comply with Minnesota Statutes Section 144.455 pertaining to tuberculosis screening and follow-up practices.