



Dakota County

Community Services Committee of the Whole Agenda

Tuesday, November 1, 2022

1:00 PM

Conference Room 3A, Administration
Center, Hastings

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Emails must be received by 7:30am on the day of the meeting.
Instructions on how to participate will be sent to anyone interested.

1. Call To Order And Roll Call

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to CountyAdmin@co.dakota.mn.us and instructions will be given to participate during the meeting. Verbal comments are limited to five minutes.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

4.1 Approval Of Minutes Of Meeting Held On October 11, 2022

4.2 *Community Corrections* - Authorization To Execute A Contract, Contract Amendments And Execute Joint Powers Agreements For Community Corrections Services

4.3 *Public Health* - Authorization To Execute Twin Cities Public Health And Environmental Health Entities In Minnesota Mutual Aid Agreement

4.4 *Social Services* - Authorization To Execute Contract Amendments For Shelter Services

4.5 *Social Services* - Authorization To Execute Contract With Center City Housing Corp. For Cahill Place Services

- 4.6 *Social Services* - Authorization To Execute Three Contracts With Guild, Inc., For Rental Assistance Administration And Case Management

5. Regular Agenda

- 5.1 *Employment and Economic Assistance* - Financial Empowerment Services Update

- 5.2 *Public Health* - Refugee Health Board Update 2022

6. Community Services Directors Report

7. Adjournment

- 7.1 Adjournment

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Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1541

Agenda #: 3.1

Meeting Date: 11/1/2022

Approval Of Agenda (Additions/Corrections/Deletions)



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1542

Agenda #: 4.1

Meeting Date: 11/1/2022

Approval Of Minutes Of Meeting Held On October 11, 2022



Dakota County

Community Services Committee of the Whole

Minutes

Tuesday, October 11, 2022

9:00 AM

Conference Room L139 Western
Service Center, Apple Valley

1. Call To Order And Roll Call

Present: Commissioner Slavik, Commissioner Gaylord, Chairperson Halverson, Commissioner Atkins, Commissioner Workman, Commissioner Holberg and Commissioner Hamann-Roland

Also in attendance were Matt Smith, County Manager; Jen Wolf, Assistant County Attorney; Marti Fischbach, Community Services Division Director; Colleen Collette, Administrative Coordinator.

The meeting was called to order at 9:00 a.m. by the Chair, Commissioner Laurie Halverson.

The audio of this meeting is available upon request.

2. Audience

Commissioner Laurie Halverson asked if there was anyone in the audience that wished to address the Committee. No one came forward and no one submitted comments to CountyAdmin@co.dakota.mn.us.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

Second: Mike Slavik

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the agenda was unanimously approved. The motion carried unanimously.

Ayes: 7

4. Consent Agenda

Motion: Kathleen A. Gaylord

Second: Joe Atkins

On a motion by Commissioner Gaylord, seconded by Commissioner Atkins, the consent agenda was unanimously approved as follows:

4.1 Approval Of Minutes Of Meeting Held On September 13, 2022

Motion: Kathleen A. Gaylord

Second: Joe Atkins

4.2 Authorization To Amend Joint Powers Agreement With Minnesota Department Of Corrections To Provide Secure Programming For Juvenile Females

Motion: Kathleen A. Gaylord

Second: Joe Atkins

WHEREAS, Dakota County Community Corrections currently has a joint powers agreement (JPA) with the Minnesota Department of Corrections (MN DOC) to provide secure placement, gender specific services, necessary assessment and programming for any juvenile female ("resident") that Dakota County agrees to accept; and

WHEREAS, Dakota County Community Corrections has complete discretion whether it will accept a particular resident, which will depend on its existing security, health, order and safety needs of its facility, the Juvenile Service Center (JSC), at the time a particular request by the State is made; and

WHEREAS, by Resolution No. 20-516 (October 20, 2020), the Dakota County Board of Commissioners authorized execution of a JPA with MN DOC for secure programming for juvenile females at the JSC; and

WHEREAS, the end date in the resolution was erroneously written as August 31, 2021, however, the correct end date is listed in the JPA, August 31, 2023; and

WHEREAS, staff is requesting an amendment to the JPA to increase the daily rate Dakota County will bill MN DOC from \$295 to \$340; and

WHEREAS, the total obligation of the State under this agreement will not exceed \$150,000 per youth, or \$295,000 in total, which has not changed from the original JPA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Service Director to amend the joint powers agreement with the Minnesota Department of Corrections to provide secure programming for juvenile females, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, contract amount and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That this service will end immediately in the event that sufficient funds from county, state or federal sources are no longer available to continue this service.

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

4.3 Authorization To Amend Contract With YMCA Of The Greater Twin Cities For Drop-In Childcare Services

Motion: Kathleen A. Gaylord

Second: Joe Atkins

WHEREAS, the Community Service Division has provided drop-in childcare services at the Northern Service Center for many years to assist Dakota County customers accessing services; and

WHEREAS, YMCA staff must observe approved policies and procedures in accepting and releasing children for care, explaining policies and procedures to parents or guardians regarding use of the services, and caring for children in a safe, developmentally appropriate manner that provides a positive experience for children while at the childcare center; and

WHEREAS, by Resolution No. 15-588 (November 17, 2015), the County Board authorized execution of a contract with the YMCA of the Greater Twin Cities (YMCA) for the period of January 1, 2016 through December 31, 2016, for the provision of drop-in childcare services; and

WHEREAS, the Dakota County Services Division issued a Request for Proposal (RFP) on September 19, 2016, and one proposal was received in response to the RFP; and

WHEREAS, a team comprised of multidisciplinary County staff reviewed the proposal and recommended the contract be awarded to the YMCA for drop-in childcare services; and

WHEREAS, by Resolution No. 16-599 (November 29, 2016), the County Board authorized execution of a contract with the YMCA for the period of January 1, 2017 through December 31, 2017, for the provision of drop-in childcare services; and

WHEREAS, by Resolution No. 17-573 (November 14, 2017), the County Board authorized execution of a contract with the YMCA for the period of January 1, 2018 through December 31, 2020, for the provision of drop-in childcare services; and

WHEREAS, by Resolution No. 21-034 (January 12, 2021), the County Board authorized execution of a two-year contract with the YMCA for a period of January 1, 2021 through December 31, 2022, for the provision of the drop-in childcare services, in a not to exceed contract amount of \$159,491; and

WHEREAS, childcare services were not provided due to COVID 19, therefore this service was not solicited in 2022; and

WHEREAS, a solicitation for childcare services will be issued in 2023; and

WHEREAS, staff is seeking County Board approval to execute an amendment to the contract with the YMCA to add \$79,746 to the contract for a total not to exceed contract amount of \$239,237 and to extend the expiration date through December 31, 2023, to allow for a solicitation to occur in 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute an amendment to the contract with the YMCA of the Greater Twin Cities for drop-in child care services to add \$79,746 for a total not to exceed contract amount of \$239,237 to be reimbursed at a rate of \$6,645.46 per month, totaling the respective contract amount, and to extend the expiration date through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, within the amount budgeted, to alter the number and types of clients served, type of services provided, contract amount, and contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract amount authorized for the period of January 1, 2023 through December 31, 2023, shall be increased by the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners effective January 1 of each year as applicable.

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

4.4 Ratification Of Minnesota Department Of Health Strong Foundations Grant Application, And Authorization To Accept Grant Funds And Execute Grant Agreement And Related Contracts

Motion: Kathleen A. Gaylord

Second: Joe Atkins

WHEREAS, the Dakota County Board of Commissioners acts as the Community Health Board and has responsibility to prevent disease and disability and to promote and protect the health and safety of County residents; and

WHEREAS, Public Health has a long history of providing home visiting services to families in Dakota County, utilizing the MDH Strong Foundations grant, and the Maternal, Infant, Early Childhood Home Visiting (MIECHV) grant to fund these services; and

WHEREAS, MIECHV is a federally funded program that uses evidence-based home visiting services to achieve positive outcomes for pregnant people and parents with young children; and

WHEREAS, the Strong Foundations grant is a combination of state and federal funds for evidence-based home visiting services supporting women, infants, young children, and families in the community; and

WHEREAS, the current Strong Foundations and MIECHV grants are set to expire on December 31, 2022; and

WHEREAS, in order to create efficiencies, MDH released a Request for Proposal that consolidated grant funding sources into one application also titled, Strong Foundations, ensuring stable funding to provide family home visiting services to county residents over the next five years; and

WHEREAS, beginning January 1, 2023, the Strong Foundations grant will be used exclusively to support the Maternal Early Childhood Sustained Home Visiting (MECSH) evidence-based home visiting model at Dakota County; and

WHEREAS, Dakota County Public Health applied and was awarded \$1,259,535 for a five-year Strong Foundations grant for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, funding will be determined annually and is expected to remain stable; and

WHEREAS, in addition, MDH awarded Dakota County Public Health an additional \$19,477 to cover the salary and travel costs associated with Dakota County's role as a MECSH Apprentice Trainer; and

WHEREAS, the Strong Foundations grant will fund a total of 10.5 full-time equivalent (FTE) public health nurses, staff, and supervisors, as well as a reflective practice consultant who meets monthly with home visitors and supervisors to discuss best practice approaches to effectively promote health development in children and families.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes ratification of Dakota County's application for the Minnesota Department of Health (MDH) Strong Foundations grant for the period of January 1, 2023 through December 31, 2028; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to accept the Strong Foundations grant funds for the Dakota County Public Health Department, in the amount of \$1,259,535 effective January 1, 2023 through December 31, 2023; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to execute the grant agreement with MDH for the Strong Foundations grant for the period of January 1, 2023 through December 31, 2028, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to execute any necessary contracts that are a result of the need to provide services in relation to the MDH Strong Foundations work, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That, unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds, and continue grant-funded full-time equivalents (FTEs), consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Adopted Budgets, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

4.5 Authorization To Execute Contracts For Children And Family In-Home And Community-Based Services

Motion: Kathleen A. Gaylord

Second: Joe Atkins

WHEREAS, under the Minnesota Comprehensive Children's Mental Health Act, specifically Minn. Stat. § 245.4874, subd. 1, a variety of services are mandated for youth who are emotionally or severely emotionally disturbed; and

WHEREAS, the juvenile protection provisions of the Juvenile Court Act, Minn. Stat. § 260C, requires counties to make efforts to prevent out-of-home placement and address risks that may necessitate placement through child protection; and

WHEREAS, by Resolution No. 19-776 (October 29, 2019), the Dakota County Board of Commissioners authorized contracts with the selected vendors for the period of January 1, 2020 through December 31, 2021; and

WHEREAS, by Resolution No. 21-490 (October 19, 2021), the Dakota County Board of Commissioners authorized amendments to contracts with the selected vendors, extending the expiration date to December 31, 2022; and

WHEREAS, Children and Family Services conducted a comprehensive solicitation process in the summer of 2022 that resulted in 23 selected proposals, four (Arcpoint Labs, Lopno and Associates, Mosaic Services and

Nexus-FACTS) of which require County Board authorization as their contracted services will exceed \$100,000 each over the two-year contract period of January 1, 2023 through December 31, 2024; and

WHEREAS, the array of services and vendors provides flexibility for the Children and Family Services to respond to issues to be addressed in casework, and the resulting contracts are the legal documents to protect and be responsive to Dakota County taxpayers to ensure effective service outcomes, competitive price, and liability protections; and

WHEREAS, funding for these contracts will be included in the 2023 and 2024 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for In-home and Community-based services for youth and families for the period of January 1, 2023 through December 31, 2024, subject to approval by the County Attorney's Office as to form, as follows:

Arcpoint Labs - Drug Testing:

1. \$319.30 for Hair Follicle Testing
2. \$68.67 for Oral Saliva
3. \$319.30 for Nail Testing
4. \$33.19 for Transdermal Patch
5. IRS rate for travel
6. No Show at 80% of rate

Lopno and Associates:

1. Parenting Assessments - \$117.99/hour for up to 15 hours
2. Psychological Evaluations - Current Medical Assistance Rates

Mosaic:

1. Bridging Stabilization Program - \$8,328.23 per clinic Treatment
2. Systemic Family Therapy (SFT) - \$8,328.23 per clinic Treatment

Nexus-Facts:

1. Attachment & Behavioral Catch-Up:
 - a. \$30.09/hour - Non-Degreed Staff
 - b. \$85.36/hour - Degreed Staff
 - c. IRS rate for travel
2. Bridging Stabilization Program - \$8,328.23 per clinic Treatment
3. Systemic Family Therapy (SFT) - \$8,328.23 per clinic Treatment
4. Brief Counseling - \$145.19/hour for direct face-to-face contact with family
5. Day Treatment - Current Medical Assistance Rates
6. Psychological Evaluations - Current Medical Assistance Rates

; and

BE IT FURTHER RESOLVED, That the contract(s) shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, contract amount and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That service rates for contracts authorized for the period of January 1, 2023 through December 31, 2024, shall be increased by the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners effective January 1, 2023, as applicable.

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

4.6 Authorization To Enter Into A Joint Powers Agreement With State Of Minnesota, Acting Through Its Commissioner Of Minnesota Department Of Veterans Affairs, For Transportation Services To Veteran Affairs Medical Center In Minneapolis

Motion: Kathleen A. Gaylord

Second: Joe Atkins

WHEREAS, the Hastings Veterans Home, owned and operated by the Minnesota Department of Veteran Affairs (MDVA), is a 179-bed domiciliary care facility for honorably discharged veterans and their spouses, located in Hastings, Minnesota; and

WHEREAS, the Hastings Veterans Home provides residents twice daily round-trip van rides from the Hastings Veterans Home to the Minneapolis VA Medical Center (VAMC) for those who need additional medical and dental care at the VAMC; and

WHEREAS, the relationship and respective responsibilities between the Dakota County Veteran Services Office and the MDVA have been positive and long-standing through a JPA arrangement; and

WHEREAS, staff recommends authorization to execute a JPA between the Dakota County Veteran Services Office and the MDVA for the purpose of providing free transportation services for Dakota County veterans who do not reside at the Hastings Veterans Home, and to allow increased access for veterans utilizing the VAMC.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute

a joint powers agreement between the Minnesota Department of Veterans Affairs and Dakota County Veterans Services Office for the purpose of providing free transportation services for Dakota County veterans who do not reside at the Hastings Veterans Home, and to allow increased access for veterans utilizing the Minneapolis VA Medical Center through August 14, 2023, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 10/18/2022.

5. Regular Agenda

5.1 Update On Children And Family Services, Including Impacts Of Service Provider Capacity Challenges

Evan Henspeter, Director, Social Services and Suzanne Tuttle, Deputy Director, Social Services, presented on this item and stood for questions. This item was on the agenda for informational purposes only. No staff direction was given by the Committee.

Information only; no action requested.

5.2 Update On Homelessness Prevention Recommendations

Evan Henspeter, Director, Social Services and Madeline Kastler, Deputy Director, Social Services, presented on this item and stood for questions. This item was on the agenda for informational purposes only. No staff direction was given by the Committee.

Information only; no action requested.

5.3 Update On Aspen House Youth Shelter In Mendota Heights

Evan Henspeter, Director, Social Services and Suwana Kirkland, Director, Community Corrections, presented on this item and stood for questions. This item was on the agenda for informational purposes only. No staff direction was given by the Committee.

Information only; no action requested.

6. Community Services Directors Report

Marti Fischbach, Division Director, referred the Committee to the written report that was provided to them. She made note of the story about the formation of a workgroup to deal with provider and staffing shortages. The Commissioners requested the flyer regarding the Community Engagement meetings about the Crisis and Recovery Center be sent to them.

7. Adjournment

7.1 Adjournment

Motion: Mary Hamann-Roland

Second: Kathleen A. Gaylord

On a motion by Commissioner Mary Hamann-Roland, seconded by Commissioner Kathleen A. Gaylord, the meeting was adjourned at 10:29 a.m.

Ayes: 7

Respectfully submitted,

Colleen Collette, Administrative Coordinator
Community Services Division

DRAFT



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1386

Agenda #: 4.2

Meeting Date: 11/1/2022

DEPARTMENT: Community Corrections

FILE TYPE: Consent Action

TITLE

Authorization To Execute A Contract, Contract Amendments And Execute Joint Powers Agreements For Community Corrections Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract, amendments to contracts and execution of joint powers agreements (JPA)s for Community Corrections services.

SUMMARY

Community Corrections supervises adults and juveniles placed on probation by the courts. Probation staff focuses on community safety and reducing recidivism in their supervision of these individuals. Supervision, services and court-ordered programs are provided through specialized vendors. Contracts were originally established through competitive processes, such as Request for Proposals (RFP), or selected based on expertise in particular service areas.

By Resolution No.19-868 (December 3, 2019), the Dakota County Board of Commissioners authorized execution of a JPA with Independent School District (ISD) 917 for education services at the Juvenile Service Center for the period January 1, 2020 through December 31, 2022. Staff is requesting authorization to execute a JPA with ISD 917 for the period of January 1, 2023 through December 31, 2023, to continue these services (Attachment: JPA for Education Services).

By Resolution No. 20-618 (December 8, 2020), the Dakota County Board of Commissioners authorized execution of contracts with the following vendors and services: General Security Services Corporation (GSSC) for Sentence to Serve Work Crews Supervision with a not to exceed amount of \$609,000 for the period of January 1, 2021 to December 31, 2022, and Nystrom & Associates for Juvenile Wrap Around Services with a not to exceed amount of \$120,000 for the period of January 1, 2021 to December 31, 2022. Staff is requesting authorization to execute a new contract with GSSC in a not to exceed amount of \$609,000 for the period of January 1, 2023 through December 31, 2023, and an amendment to the Nystrom and Associates contract extending the expiration date to December 31, 2023, increasing the not to exceed amount from \$120,000 to \$180,000.

A contract amendment is requested to extend the expiration date to December 31, 2023, for Life Development Resources for Adult Sex Offender Treatment Services, increasing the not to exceed amount from \$75,000 to \$128,000, which now requires board approval. This will allow solicitations for these services to be completed in 2023, as solicitations for services were not completed in 2021 or 2022 due to COVID 19.

JPAs are in place with several public entities that purchase work crew services through the Sentence to Service (STS) program for non-violent adults receiving probation services as an alternative to being ordered to jail. Staff is requesting that JPAs are executed for the period of January 1, 2023 through December 31, 2023, with the following public entities: The Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville, and the Minnesota Department of Transportation (MnDOT). See Attachment: JPAs for Sentence to Service.

OUTCOMES

See Attachment: Outcomes, which outlines the expectations for the services referenced in the Summary.

RECOMMENDATION

Staff recommends authorization to execute a new contract with GSSC, and execute amendments to contracts with the vendors for the services and at the rates and/or not to exceed contract amounts listed in the Resolution for the period of January 1, 2023 through December 31, 2023.

Staff also recommends authorization to execute a JPA with ISD 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through December 31, 2025, and to execute JPA's with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville, and MnDOT for the purchase of STS services from Dakota County at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023.

EXPLANATION OF FISCAL/FTE IMPACTS

The total annual budget for these contracts is \$835,000, which is included in the 2022 Community Corrections Budget and will be included in the 2023 County Manager's Recommended Budget. Community Corrections contracts and JPAs generate approximately \$176,300 from the purchase of STS work crew services, and additional revenue is received from the Minnesota Department of Corrections grants. The service-related contracts shall contain a provision that allows the County to immediately terminate contracts in the event sufficient funds from county, state or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services and court-ordered programs are provided through direct care delivery and purchased services and a variety of services are in place to meet the varied needs of these individuals; and

WHEREAS, Sentence to Service (STS) provides supervised work crews for non-violent adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, by Resolution No.19-868 (December 3, 2019), the Dakota County Board of Commissioners authorized execution of a JPA with Independent School District (ISD) 917 for education services at the Juvenile Service Center for the period January 1, 2020 through December 31, 2022; and

WHEREAS, by Resolution No. 20-618 (December 8, 2020), the Dakota County Board of Commissioners authorized execution of contracts with the following vendors and services: General Security Services Corporation (GSSC) for Sentence to Serve Work Crews Supervision with a not to exceed amount of \$609,000 for the period of January 1, 2021 to December 31, 2022, and Nystrom & Associates for Juvenile Wrap Around Services with a not to exceed amount of \$120,000 for the period of January 1, 2021 to December 31, 2022; and

WHEREAS, staff is requesting authorization to execute a new contract with GSSC in a not to exceed amount of \$609,000 for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, a contract amendment is requested to the Nystrom and Associates contract extending the expiration date to December 31, 2023, increasing the not to exceed amount from \$120,000 to \$180,000; and

WHEREAS, a contract amendment is requested to extend the expiration date to December 31, 2023, for Life Development Resources for Adult Sex Offender Treatment Services, increasing the not to exceed amount from \$75,000 to \$128,000; and

WHEREAS, solicitations for these services is to be completed in 2023 as solicitations for services were not completed in 2021 or 2022 due to COVID 19; and

WHEREAS, staff recommends executing a JPA with ISD 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through December 31, 2025; and

WHEREAS, staff recommends executing JPA's with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville, and MnDOT for the purchase of STS services from Dakota County at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, funding for these contracts and revenue from STS-related joint powers agreements with public entities will be included in the 2023 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute amendments to the contracts with the following vendors at the rates listed for Community Corrections services for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form:

Agency: Life Development Resources

1. Service: Adult Sex Offender Treatment Services
 - a. Group Therapy Rate: \$83.00 per session
 - b. Individual/Conjoint Sessions: \$172.00 per session
 - c. Intake (Diagnostic Interview): \$430.00 per session

Agency: Nystrom & Associates

- 1. Service: Wrap-Around Dual Diagnosis Facilitation Services
 - a. Rate: \$52.00 per hour

Agency: General Security Services Corporation (GSSC)

- 1. Service: Sentence to Service Work Crew Supervision
 - a. Rate: \$357.00 per work crew day

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with Independent School District 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through December 31, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville and with the Minnesota Department of Transportation for the purchase of guaranteed Sentence to Service work crew days at a rate of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, contract amount and the contract term, consistent with County contracting policies, subject to approval by the County Attorney’s Office as to form.

PREVIOUS BOARD ACTION

- 19-868; 12/3/19
- 20-618; 12/8/20

ATTACHMENTS

- Attachment: Outcomes
- Attachment: JPA for Education Services
- Attachment: JPAs for Sentence to Service

BOARD GOALS

- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACTS

Department Head: Suwana Kirkland

Author: Debi Defoe

Outcomes for Community Corrections Services

Vendor: General Security Services Corporation (GSSC)

Program: Sentence to Serve Work Crews Supervision

Outcomes:

- Vendor supervises the work crews as part of the Sentence to Service (STS) program.
- Complete over 14,000 hours of STS providing services valued at over \$210,000 to cities, parks, and MnDOT.

Vendor: Nystrom & Associates

Program: Juvenile Wrap Around Services

Outcomes:

- Of the 42 clients who participated in WRAP through Nystrom and Associates in 2020 and 2021, 13 (31%) have committed a new gross misdemeanor or felony level offense.

Vendor: Life Development Resources

Program: Adult Sex Offender Treatment Services

Outcomes:

- 100% of referrals are scheduled for an intake with 2 weeks
- 80% of participants successfully complete treatment with 2 years
- 100% of participants have treatment progress reports quarterly and monthly communication with the supervising probation officer.

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INTERMEDIATE SCHOOL DISTRICT 917
FOR EDUCATION SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through its Community Corrections Department, 1560 Highway 55, Hastings, MN 55033, hereinafter "County" and Intermediate School District 917, 1300 East 145th Street, Rosemount, Minnesota 55068, hereinafter "School District".

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, Minn. Stat. §471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County operates a day treatment program and a residential treatment program at the Juvenile Services Center, Hastings, Minnesota, for juveniles who have been adjudicated delinquent, and a detention program for juveniles who have been alleged to be delinquent; and

WHEREAS, the Dakota County Juvenile Services Center is geographically located in the geographical boundaries of the Hastings Public School District, (ISD 200); and

WHEREAS, Intermediate School District 917 is qualified to furnish educational services pursuant to Minnesota Statutes, Minnesota Department of Education requirements and applicable educational rules for those juveniles placed at the Juvenile Services Center; and

WHEREAS, the School District is entitled to reimbursements from state and resident/student school district sources for the cost of education, which reimbursements are not available to the County; and

WHEREAS, the School District has an established and recognized program for the provision of such services; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the School District, authority being specifically limited to the duties assigned under this Agreement; and

WHEREAS, the School District is willing to provide the educational services as more fully described herein.

NOW, THEREFORE, in consideration of and on the mutual agreements contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2023 through December 31, 2025, unless earlier terminated by law or according to the provisions herein. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

2. SERVICES TO BE PROVIDED

2.1 School District's Duties.

- a) The School District shall provide all necessary education services and programming including, but not limited to, curriculum planning, development, implementation and review; hiring, performance evaluation and disciplining of educational staff; tuition billing to resident/student school districts; liaison with resident/student district to ensure transfer of necessary education, information/records at both admission and discharge; coordination of educational services and programming as they relate to the program at the Juvenile Services Center. Such educational services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and Minnesota Statutes, which describe the educational program components for residential facilities.
- b) The School District shall, during the regular academic year and during a portion of the summer, provide an education program. The beginning and ending times of the school day shall be established by the School District in order to insure maximum utilization of both County and School District staff, and shall be consistent with the Intermediate School District 917 calendar as established by the Intermediate District 917 School Board.
- c) The education program shall be designated as, and considered to be, a component of the education program of Intermediate School District 917. Intermediate School District 917 shall insure said program shall meet all applicable standards and regulations as set forth by the Minnesota Department of Education, Education Rules, and Minnesota Statutes.
- d) The length of time an eligible resident/student of the Juvenile Services Center participates in this education program shall be determined by the Director of the Juvenile Services Center in consultation with the School District.
- e) The Educational Staff shall be employees of, or under agreement to, Intermediate School District 917 and shall provide the contracted services at the Juvenile Services Center, Hastings, Minnesota.
- f) An Individual Education Plan (I.E.P.) for each student, identified and determined by the School District to have an eligible special educational disability, shall be developed and implemented by the School District.
- g) The School District shall provide teachers who shall be appropriately licensed as per standards and regulations set forth by the Minnesota State Board of Teaching and the Minnesota Department of Education.
- h) Management of the education component of the Juvenile Services Center shall be the responsibility of the School District.

2.2 County's Duties.

- a) The County shall be responsible for providing the School District with classroom and office space for conducting the education program at the Juvenile Services Center and shall be responsible for the maintenance and repair thereof.
- b) The County shall be responsible for providing desks, tables, and chairs, and shall be responsible for the maintenance and replacement thereof.
- c) The County shall make available the use of a copy machine and related supplies and maintenance to the education program. The School District will be responsible to replace paper used by educational program staff.

- d) In situations where staff assess per Juvenile Services Center policy that a youth needs to be physically or mechanically restrained in a school area, physically escorted out of a school area or removed from a school area to a more secure or restrictive setting, the County has primary responsibility for the restraint or escort. County corrections staff and School Education Staff share the responsibility of other escorts of student residents within the Juvenile Services building.
- e) The County shall take measures to provide for the safety and security of staff, residents/students, and visitors as defined in the Juvenile Services Center policy manual.
- f) It is the expectation of the County and School District that the defined rules and expectations of correctional and educational programming and the behavioral management system will be essentially the same and will be enforced consistently by both County corrections and School District Education Staff. In a situation where a youth has demonstrated a behavior that violates Juvenile Services rules and expectations, County corrections and School District Education Staff share the joint responsibility to manage the behavior of the residents/students.
- g) In response to behaviors that do not require restraint or escort out of the school area, it is the intention of the County and the School District to utilize a graduated time-out, behavioral management system. The time out can first occur away from the rest of the group in an individual study carrel or in the classroom office. The next option is a time out in the school multipurpose area or guided study area outside of the classroom. The designated time out room outside the school area is the next option.
- h) If a resident's/student's behavior is disruptive to the point of interfering with conducting the educational program of other residents/students, the School District Education Staff and County corrections staff will make the joint determination to remove the residents/student from the school area to a more restrictive or secure setting. In the School District Education staff and County corrections staff disagree, it is within the lead teacher's (or designee's) authority to have County corrections staff remove the youth from the school area. The student will return to the school once a corrective action plan has been developed which includes reintegration into school as a part of the plan (see, Juvenile Services Center disciplinary policy).
- i) Residents/students who are removed from the school area for disciplinary reasons are subject to the Juvenile Services disciplinary process. As a result of the disciplinary review process, County corrections staff and School District Education Staff will develop a corrective action plan with the youth. One of the primary goals will be to reintegrate the youth into school. In the event there is disagreement between County corrections staff and School District Education Staff regarding reintegration into school, the County Corrections shift supervisor has the authority to reintegrate the resident/student into school.
- j) Residents/students who are placed in extended observation (room restriction) status will be provided alternative programming by County correctional staff per State Department of Corrections standards for secure juvenile detention and residential facilities. Educational staff will provide educational assignments for residents/students in alternative programming.
- k) The County shall insure that there will be County correctional staff on duty during school hours in the Juvenile Services Center per the State Department of Corrections standards. The County shall ensure adequate coverage to provide behavior management in the New Chance Program. Currently, the County's standard for New Chance is one staff per every 10 resident/students.
- l) The County and School District share the joint responsibility to design and implement effective educational and correctional programs with the shared goals of improving academic achievement and reducing recidivism of the residents/students. Educational services and correctional services must be part of an integrated or multimodal approach to achieve these two complementary goals. (See, "Philosophy of Education within the JSC Campus" policy). It is the intent of the County and School District to reinforce staffs work towards these two goals throughout the programming day.

m) In order to provide integrated and effective educational and correctional programs, County corrections staff and School District Education Staff will need to operate as a team to provide services which effectively address the goals of each resident/student as identified on their education and competency plan. The youth's service plan is the central focus of staff efforts. It is the intent of the County and the School District to facilitate teamwork between educational and correctional staff by having regular, joint, shift consults, case planning and staffing, management team, and administrative meetings.

2.3 County Policies. Contractor agrees to abide by County policies and procedures as they relate to the Contractor's performance under the Contract. Failure to abide by these policies and procedures could result in immediate termination of the Contract if the County determines that the violation threatens the safety of County staff or employees, residents, other contractors, interns, volunteers, or visitors. The Contractor further agrees that its representatives will meet the County's eligibility and screening requirements.

2.4 Equipment and Supplies. The School District shall be responsible for providing all necessary and appropriate office supplies, educational materials and equipment used in the education program with the exception of gym supplies that will be purchased by the County.

3. COMPENSATION

The School District shall be responsible for the invoicing and receipt of all resident/student school district tuition for the regular academic year and summer school for students who are residents/students of the State of Minnesota and receiving general education services.

Non-Minnesota court/agency ordered non-Minnesota student tuition billing: The School District shall prepare and send tuition invoices for non-Minnesota students enrolled in School District's educational programs to the student's home district. If the student's home school district denies payment, the School District will prepare and send a tuition invoice to the County at the Juvenile Services Center. The County agrees to pay 100% of the costs at the rates established by the Minnesota Department of Education. The School District shall provide the County, the Minnesota Department of Education and Independent School District #200 with documentation for students receiving special education services.

4. PROGRAM ACTIVITIES REVIEWS

4.1 The School District and County shall convene joint meetings (at least once per month) of leadership staff from the corrections component and the education component to discuss program issues.

4.2 In order to assure ongoing communication and program review, an annual meeting prior to December 1 of each year shall be held to discuss overall program needs and issues. At a minimum, the County's Director of Juvenile Services and the School District's Director of Special Education and the lead education staff persons at the Juvenile Services Center shall attend this meeting.

5. LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, employees, volunteers and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers and/or agents.

It is understood and agreed that the provisions of Minn. Stat. §471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR

School District is 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 School District as the agent, representative, or employee of the County for any purpose or any manner whatsoever. School District acknowledges and agrees that School District is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits under the County. School District also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due School District and that it is School District's sole obligation to comply with the applicable provisions of all federal and state tax laws

7. DATA PRIVACY

For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by School District in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy, and School District must comply with those requirements. The remedies in Minn. Stat. §13.08 apply to the School District. School District does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Agreement. All subcontracts shall contain the same or similar data practices compliance requirements.

8. CHOICE OF LAW

The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

9. AMENDMENTS

No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

10. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

11. TERMINATION BY COUNTY-LACK OF FUNDING.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written Notice of Termination sent by the County to School District by facsimile is sufficient notice under the terms of this Agreement. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

12. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by Authorized Representatives of the County and School District.

13. MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

14. NOTICES

The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:
Melissa Schaller
Director of Special Education
Intermediate School District 917
Dakota County Technical College
1300 145th St. E.
Rosemount, MN 55068

To the County:
Marti Fischbach
Community Services Division Director
Dakota County Community Services
Suite 500
1 Mendota Rd. W.
West St. Paul, MN 55118-4773

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Approved as to form:

Title: Community Services Director
Date of Signature _____

Assistant County Attorney/Date

File No. _____

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title: _____

Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF APPLE VALLEY
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2023 – 12/31/2023

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Apple Valley, 7100 West 147th Street, Apple Valley, MN 55124 , hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$27,417.00 for fifty-seven (57) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2023 ("Effective Date") and expires on December 31, 2023 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 57 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$27,417.00. The County will invoice the City for actual crew days worked up to 57 days at the following rates:

(STS)

Custom

- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The City agrees to pay the County \$13,708.50 no later than May 31, 2024, and shall pay the remaining \$13,708.50 no later than October 1, 2024.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 57 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. 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.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within

(STS)

Custom

the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:
Mike Endres
Parks Superintendent
7100 West 147th Street
Apple Valley, MN 55124
952-953-2300
Mike.endres@applevalleymn.gov

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach _____

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF APPLE VALLEY

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF BURNSVILLE
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2023 – 12/31/2023

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the City of Burnsville, 100 Civic Center Parkway, Burnsville, MN 55337 , hereinafter “City.” This Agreement uses the word “parties” for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$18,278.00 for thirty-eight (38) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2023 (“Effective Date”) and expires on December 31, 2023 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY’S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 38 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$18,278.00. The County will invoice the City for actual crew days worked up to 38 days at the following rates:

(STS)

Custom

- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The City agrees to pay the County \$9,139.00 no later than May 31, 2024, and shall pay the remaining \$9,139.00 no later than October 1, 2024.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 38 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. 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.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within

the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Jon Nissen
Parks Maintenance Superintendent
13713 Frontier Court
Burnsville, MN 55337
952-895-4521
Jon.nissen@burnsvillemn.gov

County Liaison:

Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach _____
Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF BURNSVILLE

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

CITY CLERK

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF EAGAN
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2023 – 12/31/2023

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the City of Eagan, 3830 Pilot Knob Road, Eagan, MN 55122 , hereinafter “City.” This Agreement uses the word “parties” for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$19,240.00 for forty (40) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2023 (“Effective Date”) and expires on December 31, 2023 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY’S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 40 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$19,240.00. The County will invoice the City for actual crew days worked up to 40 days at the following rates:

- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The City agrees to pay the County \$9,620.00 no later than May 31, 2024, and shall pay the remaining \$9,620.00 no later than October 1, 2024.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 40 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. 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.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 days' Notice (STS) Custom

of Termination to the other party.

- 6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform services or provide payment within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement.
 - D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - H. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 6.6 Effect of Termination for Cause or without Cause.
- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:
Paul Graham
Superintendent of Parks
3501 Coachman Road
Eagan, MN 55122
651-675-5300
pgraham@cityofeagan.com

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach_____

Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF EAGAN

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF FARMINGTON
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2023 – 12/31/2023

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Farmington, 430 Third Street, Farmington, MN 55024 , hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$4,810.00 for ten (10) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2023 ("Effective Date") and expires on December 31, 2023 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 10 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$4,810.00. The County will invoice the City for actual crew days worked up to 10 days at the following rates:

(STS)

Custom

- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The City agrees to pay the County \$2,405.00 no later than May 31, 2024, and shall pay the remaining \$2,405.00 no later than October 1, 2024.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 10 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. 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.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within

(STS)

Custom

the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:
Jeremy Pire
City of Farmington
430 Third Street
Farmington, MN 55024
651-280-6845
jpire@farmintonmn.gov

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach _____
Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF FARMINGTON

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF LAKEVILLE
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2023 – 12/31/2023

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter “County” and the City of Lakeville, 20195 Holyoake Avenue, Lakeville, MN 55044 , hereinafter “City.” This Agreement uses the word “parties” for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount not to exceed \$20,202.00 for forty-two (42) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2023 (“Effective Date”) and expires on December 31, 2023 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY’S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 42 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$20,202.00. The County will invoice the City for actual crew days worked up to 42 days at the following rates:

(STS)

Custom

- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The City agrees to pay the County \$10,101.00 no later than May 31, 2024, and shall pay the remaining \$10,101.00 no later than October 1, 2024.

2.4 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 42 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. 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.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within

(STS)

Custom

the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. **DAMAGES.**

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:
Andrea Phillips
Parks Administrative Assistant
2019 Holyoke Avenue
Lakeville, MN 55044
952-985-4601
aphillips@lakvillemn.gov

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach _____
Title: Community Services Director

Date of Signature: _____

Signature: _____

CITY OF LAKEVILLE

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

CITY CLERK

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

Title: _____

Date of Signature: _____

Signature: _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (MNDOT)
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2023 – 12/31/2023

This Agreement is between County of Dakota, a political subdivision of the State of Minnesota, by and through its Community Corrections Department, hereinafter “County” and the State of Minnesota acting through its Commissioner of Transportation, 1500 County Road B2 West, Roseville, MN 55113 , hereinafter “MnDOT”.

WHEREAS, the County and the MnDOT are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the MnDOT desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The MnDOT will pay the County a total amount not to exceed \$31,746.00 in 2023, pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the MnDOT for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the MnDOT with respect to Sentence to Service (“STS”) work crews.

1.2 Cooperation. The County and the MnDOT shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. MnDOT and County liaisons will meet at least twice annually and more frequently if necessary, to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2023 (“Effective Date”) and expires on December 31, 2023 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the MnDOT supervisor.

2. MNDOT’S RIGHTS AND OBLIGATIONS.

2.1 General Description. MnDOT will purchase up to 66 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the MnDOT and the County.

2.2 Total Cost. The total amount to be paid by the MnDOT pursuant to this Agreement shall not exceed \$31,746.00.

(STS)

Custom

The County will invoice the MnDOT for actual crew days worked up to 66 days at the following rates:

- For five or more workers per crew, the daily rate is \$481; and
- For work crews with less than five workers, the daily rate is \$240.50

2.3 The MnDOT agrees to pay the County \$15,873.00 no later than May 31, 2024, and shall pay the remaining \$15,873.00 no later than October 1, 2024.

2.4 Work Projects. The MnDOT will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a MnDOT representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.5 Crew. Work crew members, including the GSSC work crew leader, are not employees of the MnDOT or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the MnDOT pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the MnDOT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the MnDOT for payment by the MnDOT.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the MnDOT the opportunity to use more than 66 crew days per year without additional cost to the MnDOT if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the MnDOT for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this MnDOT on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of MnDOT but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the MnDOT.

5. 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.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 days' Notice of Termination to the other party.

(STS)

Custom

- 6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform services or provide payment within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement.
 - D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - H. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 6.6 Effect of Termination for Cause or without Cause.
- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

MnDOT Liaison:
Dewayne Jones
Northwest Region Superintendent
1500 County Road B2 West
Roseville, MN 55113
651-234-7944
Dewayne.jones@state.mn.us

County Liaison:
Leanne Walter
Community Corrections Supervisor
1560 Highway 55
Hastings MN 55033
651-438-8336
Leanne.Walter@co.dakota.mn.us

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. MnDOT shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the MnDOT is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. [Click or tap here to enter text.](#)

Approved as to form:

Assistant County Attorney/Date

COUNTY OF DAKOTA

By: Marti Fischbach _____
Title: Community Services Director

Date of Signature: _____

Signature: _____

STATE OF MINNESOTA

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind MnDOT).

By _____

Title: _____

Date of Signature: _____

Signature: _____

COMMISSIONER OF ADMINISTRATION

By _____

Date of Signature: _____

Signature: _____

STATE ENCUMBRANCE VERIFICATION

By _____

Title: _____

Date of Signature: _____

SWIFT Contract ID:

SWIFT PO #:



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1456

Agenda #: 4.3

Meeting Date: 11/1/2022

DEPARTMENT: Public Health

FILE TYPE: Consent Action

TITLE

Authorization To Execute Twin Cities Public Health And Environmental Health Entities In Minnesota Mutual Aid Agreement

PURPOSE/ACTION REQUESTED

Authorize execution of the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement (Mutual Aid Agreement).

SUMMARY

The Dakota County Board of Commissioners acts as the Community Health Board, and has responsibility to prevent disease, and promote and protect the health and safety of County residents. Dakota County has participated in and benefits from the implementation of regional public health preparedness initiatives.

The intent of the Mutual Aid Agreement is to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota through the use of personnel, equipment, supplies and/or services of a local public health entity to perform functions outside its jurisdictional limits. The situations covered by the Mutual Aid Agreement include but are not limited to natural disasters, civil or public health emergencies, technological hazards, man-made disasters, community disorders, insurgency or enemy attack, and trainings, drills or exercises in preparation for any of these eventualities.

By Resolution No. 06-265 (June 20, 2006), the Dakota County Board of Commissioners authorized the execution of the first Public Health Mutual Aid Agreement which was initiated by Hennepin County and represented 11 agencies in the metropolitan region. Since then, the agreement has been in place by Resolution Nos. 07-542 (November 27, 2007), 11-588 (December 13, 2011), and 12-566 (November 20, 2012). The current agreement in place was authorized by Resolution No. 17-574 (November 14, 2017), and expires on December 31, 2022.

Staff recommends execution of the Mutual Aid Agreement (Attachment: Mutual Aid Agreement) for the period of January 1, 2023 through December 31, 2027, between the Counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, the Cities of Bloomington, Brooklyn Park, Edina, Maplewood, Minneapolis, Minnetonka, Saint Paul, Richfield, and Wayzata, and the University of Minnesota. The Mutual Aid Agreement has been properly reviewed, updated, and all the parties had appropriate time to provide feedback. The Dakota County Attorney's Office did not have any issues with the minor changes and approved the Mutual Aid Agreement, pending County Board

authorization.

OUTCOMES

How Much?

Since 2015, the Mutual Aid Agreement been activated for a tuberculosis outbreak and a measles outbreak. The Mutual Aid Agreement was updated in preparation for the Republican National Convention in 2008. Fortunately, it was not needed during COVID.

How well?

All counties and cities are trained on the Mutual Aid Agreement and have utilized it in the responses cited above.

Is anyone better off?

The Mutual Aid Agreement allows for greater staffing and resource capacity for responses that may put a strain on a single jurisdiction. This allows for an expedited response without having to hire more staff or purchase more equipment to more efficiently serve the residents of Dakota County in the event of a public health emergency.

RECOMMENDATION

Staff recommends execution of the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement with the Counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, and the Cities of Bloomington, Brooklyn Park, Edina, Maplewood, Minneapolis, Minnetonka, Richfield, and Wayzata, and the University of Minnesota, effective when each party executes the Mutual Aid Agreement or January 1, 2023 (whichever is later) through December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. Federal emergency preparedness grants are being utilized for the current local and regional public health preparedness planning and exercise efforts.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Board of Commissioners acts as the Community Health Board, and has responsibility to prevent disease, promote and protect the health and safety of County residents; and

WHEREAS, Dakota County has participated in and benefits from the implementation of regional public health preparedness initiatives; and

WHEREAS, emergencies may occur in the future that will require local public health and environmental health entities to come to the aid and assistance of other local public health and environmental health entities; and

WHEREAS, by Resolution No. 06-265 (June 20, 2006), the County Board authorized the execution of

the first Public Health Mutual Aid Agreement, initiated by Hennepin County and represented 11 local public health agencies in the metropolitan region; and

WHEREAS, the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement (Mutual Aid Agreement) agreement has been in place by Resolution Nos. 07-542 (November 27, 2007), 11-588 (December 13, 2011), and 12-566 (November 20, 2012); and

WHEREAS, the current Mutual Aid Agreement in place was authorized by Resolution No. 17-574 (November 14, 2017), and expires on December 31, 2022; and

WHEREAS, staff recommends authorization to execute the Mutual Aid Agreement for the period of January 1, 2023 through December 31, 2027, between the Counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, the Cities of Bloomington, Brooklyn Park, Edina, Maplewood, Minneapolis, Minnetonka, Saint Paul, Richfield, and Wayzata, and the University of Minnesota; and

WHEREAS, the Dakota County Attorney's Office, did not have any issues with the minor changes and approved the Mutual Aid Agreement, pending County Board authorization.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement for the period of January 1, 2023 through December 31, 2027, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

06-265; 06/20/06
07-542; 11/27/07
11-588; 12/13/11
12-566; 11/20/12
17-574; 11/14/17

ATTACHMENTS

Attachment: Mutual Aid Agreement

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|---|----------------------------------|----------------------------------|------------------------------|
| <input checked="" type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input type="checkbox"/> N/A |
|---|----------------------------------|----------------------------------|------------------------------|

CONTACTS

Department Head: Gina Adasiewicz
Author: Amalia Roberts

MUTUAL AID AGREEMENT

Public Health and Environmental Health Entities in Metropolitan Minnesota

This Public Health and Environmental Health Entities In Metropolitan Minnesota Mutual Aid Agreement (“Agreement”) is among the County of Anoka, County of Carver, County of Dakota, County of Hennepin, County of Ramsey, County of Scott, County of Washington, City of Bloomington, City of Brooklyn Park, City of Edina, City of Maplewood, City of Minneapolis, City of Minnetonka, City of Richfield, City of Wayzata, and the University of Minnesota (the “Party” or “Parties” depending on context).

WHEREAS, pursuant to Minnesota Statutes Section 471.59, governmental units of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties; and

WHEREAS, the purpose of this Agreement is to strengthen the preparedness of the public health and environmental health system in Minnesota; and

WHEREAS, emergencies may occur in the future which will require local public health and/or environmental health entities to come to the aid and assistance of other local public health or environmental health entities; and

WHEREAS, the Parties participating in this Agreement have determined that it is in their best interests to assist one another in the event of an emergency, training, drill or exercise; and

WHEREAS, the intent of this Agreement is to make personnel, equipment, and other resources available to governmental units in the event of an emergency, training, drill or exercise.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

I. PURPOSE

In certain situations, including but not limited to, natural disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, disease outbreaks, or special events, or trainings, drills or exercises in preparation for any of these eventualities, the cooperative use of the personnel, equipment, supplies and/or services of local governmental units is desirable and necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

This Agreement only addresses assistance provided by a Participating party in response to a request made by a Requesting party and does not affect the applicability of Minn. Stat. § 12.331, Minn. Stat. § 12.33, or other pertinent laws to other activities that may be undertaken by a political subdivision.

The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.

II. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. “Assistance” means Public Health, Environmental Health, Behavioral Health, or Human Services resources, such as personnel, services, equipment, supplies, and facilities.
- B. “Assisting Official” means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
- C. “Assisting Party” means a Party that provides Assistance to a Requesting Party under this Agreement.
- D. “Employee” means those personnel currently working for a Party including, elected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party as required by Minn. Stat. §12.22, subd. 2a (a).
- E. “Incident” means an occurrence, natural or manmade, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, tornadoes, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response, or special events, or trainings, drills or exercises in preparation for any of these eventualities.
- F. “Party” or “Parties” means the local public health, environmental health, or human services authority of a governmental unit that is a signatory to this Agreement.
- G. “Requesting Official” means the person designated by a Requesting party who is responsible for requesting Assistance from the other Participating parties.
- H. “Requesting Party” means a Party that requests assistance from one or more other Participating parties.

III. PROVISION OF MUTUAL AID

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties relating to an Incident, the Requesting Official may, orally or in writing, call upon the Assisting Official of any other Party to furnish assistance. The Requesting Party, within a reasonable period of time, shall provide each Assisting Party with a written confirmation of the need for assistance including details regarding requested resources, timelines/schedules and location(s) for Assistance.
- B. Response to Request. Upon the oral or written request for Assistance from a Requesting Party, the Assisting Official may authorize and direct the Party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Assisting Party and the availability of resources. Once Assistance has been authorized, the Assisting Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release of Assistance. The Assisting Official may at any time recall such Assistance when in his or her sole discretion or by an order from the governing body of the Assisting Party or its designee, it is considered to be in the best interest of the Assisting Party to do so. The Requesting Party may at any time release an Assisting Party or an individual from providing any further Assistance.
- D. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
- E. Command and Control. The Requesting Party shall be responsible for command of the Incident for which Assistance is requested. Resources deployed by the Assisting Party(s) shall be under the direction and control of the Requesting Party until the Assisting Official(s) withdraw Assistance; or the Requesting Party delegates direction and control of the Incident to the Assisting Party(s). If direction and control is delegated, the Requesting Party shall transfer command in writing. At a minimum, the writing transferring command shall identify the Assisting Party's scope of authority and Incident objectives. As necessary, it shall also identify pertinent legal and policy restraints, cost considerations, and other pertinent information.

This Agreement does not prevent Participating parties from managing an Incident under a unified incident command structure, as that term, or a similar term, is used and commonly accepted in the industry.

IV. LIABILITY

The liability of the Parties shall be governed by the provisions herein and by Minnesota Statute Section 471.59.

- A. For purposes of determining total liability for damages, the Parties are considered a single governmental unit and the total liability for all Parties shall not exceed the limits on governmental liability for a single governmental unit, subject to the limits of liability under Minnesota Statutes Chapter 466 and as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a) and 1a(b) as well as all other applicable laws, rules, and regulations, including common law. 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 or other law 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.
- B. Each Party requesting Assistance shall defend, indemnify and hold harmless each Party providing Assistance, its Employees, officers and elected and appointed officials against any and all claims brought or actions filed against the Party providing Assistance and its Employees for injury to, death of, or damage to the property of any third person or persons, for claims arising from performance hereunder and/or the provision of Assistance in responding to a request for Assistance pursuant to this Agreement.
- C. For purposes of Minnesota Statutes Chapter 466, the Employees of the Assisting Party are deemed to be employees (as defined in Minnesota Statute Section 466.01, subdivision 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement.
- D. Each Party agrees to promptly notify the other participating parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Parties, and arising out of acts or omissions related to this Agreement.
- E. No Party to this Agreement or any Employee of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling or releasing Assistance as described in this Agreement.
- F. If a Party utilizes contractors or agents to provide services or Assistance under this Agreement, the Party shall execute a contract with any such contractor(s) and agent(s) including, to the extent practicable, the following language:

“Contractor shall defend, indemnify, and hold harmless (insert name of Party/jurisdiction), its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of the contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and omissions they may be liable in the performance of the services required by this Contract, and against all loss by reason of the failure of the contractor to perform fully, in any respect, all obligations under this contract.

In order to protect the contractor and those listed above under the indemnification provision, the contractor agrees at all times during the term of this Contract, and beyond such term when so required, to have and keep in force the following insurance coverages, in amounts equal at least to the municipal tort liability limits of Minnesota Statutes Chapter 466 or other applicable law as currently in effect or as may be amended from time to time, unless specific dollar limits are otherwise provided herein:

- (1) Commercial General Liability on an occurrence basis with contractual liability coverage:
 - General Aggregate
 - Products—Completed Operations Aggregate
 - Personal and Advertising Injury
 - Each Occurrence—Combined Bodily Injury and Property Damage

- (2) Workers’ Compensation and Employer’s Liability:
 - Workers’ Compensation
 - As required by Minnesota law.
 - Employer’s Liability. Bodily injury by:
 - Accident—Each Accident
 - Disease—Policy Limit
 - Disease—Each Employee

- (3) Professional Liability—Per Claim and Aggregate
 - The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

(4) Automobile Liability

contractor shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of contractor.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the contractor to determine the need for and to procure additional insurance which may be needed in connection with this contract. Copies of insurance policies shall be promptly submitted to (the contracting party/jurisdiction) upon written request.

The contractor shall not commence work until it has obtained required insurance. The certificate(s) shall name (the contracting party/jurisdiction) as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under the Contract.

The contractor shall furnish to (insert name of Party/jurisdiction) updated certificates during the term of this Contract as insurance policies expire. If the contractor fails to furnish proof of insurance coverages, (the contracting party/jurisdiction) may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. (the contracting party/jurisdiction) does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

Duty to Notify. The contractor shall promptly notify (the contracting party/jurisdiction) of any claim, action, cause of action or litigation brought against contractor, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. The contractor shall also notify (the contracting party/jurisdiction) whenever contractor has a reasonable basis for believing that contractor and/or its employees, officers, agents or subcontractors, and/or (the contracting party /jurisdiction) might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.”

V. WORKER'S COMPENSATION

Each Party shall be responsible for injuries or death of its own Employees "to the extent required by law". Each Party will maintain worker's compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any worker's compensation benefits paid to its own Employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or employees.

VI. DAMAGE TO EQUIPMENT, SUPPLIES, FACILITIES

Each Party, to the extent a Party is at fault, shall be responsible for damages to or loss of its equipment, supplies and facilities while acting within the scope of this Agreement.

VII. CHARGES TO THE REQUESTING PARTY

- A. No charges will be levied by an Assisting Party to this Agreement for Assistance rendered to a Requesting Party unless that Assistance continues for a period of more than eight (8) hours, as measured from the time Assisting Party begins to provide Assistance after being specifically directed by the Requesting Party to perform a task or tasks, or unless the Requesting Party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. If there is some other reimbursement the Requesting Party shall take all steps necessary to seek reimbursement to the Assisting party for the actual cost of any Assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- B. If Assistance provided under this Agreement continues for more than eight (8) hours, the Assisting Party shall submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party shall reimburse the Assisting Party for that amount. Any such reimbursement request must be submitted in writing to the Requesting Party no later than ninety (90) days after the last day that the Assisting party provides the assistance.
- C. The ability to levy charges is not contingent upon the availability of federal or state government funds to reimburse the charges.

VIII. DURATION

This Agreement will become effective as to each Party on the later of the date that the Party executes this Agreement or January 1, 2023, and shall terminate December 31, 2027, unless terminated sooner pursuant to section XI herein. Copies of the executed Agreement shall be provided to:

Hennepin County Public Health

Attention: Emergency Preparedness & Response Manager

300 Sixth Street South, MC-W770

Minneapolis, MN 55487

(612) 596-7064

IX. MERGER AND MODIFICATION

- A. The entire Agreement between the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. The matters set forth in the “WHEREAS” clause at the beginning of this Agreement and all items that are referenced or that are attached are incorporated into and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The Parties are each bound by their own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signatures of the other Parties.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

X. WITHDRAWAL

- A. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days’ prior written notice to the other Parties herein, consistent with XVI herein. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- C. The terms of Sections II, III, IV, V, VI, XI, and XII shall survive the expiration, termination or withdrawal from this Agreement.

XI. RECORDS – AVAILABILITY/ACCESS

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that the any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, or ultimate funding sources, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

XII. DATA PRIVACY

Each Party, its Employees and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

XIII. COMPLIANCE

All Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

XIV. EXECUTION

Each Party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

XV. ADDITIONAL PARTIES AND COUNTERPARTS

A local government unit may become a participant in this Agreement upon execution by its governing body and the consent of all of the Parties as evidenced by formal action of their governing bodies. Each Party, at its sole discretion, may designate and authorize an agent to act on behalf of the Party with respect to granting or withholding approval of the addition of a new Party under this section.

XVI. CONTRACT ADMINISTRATION

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Party shall designate a contact person, and provide written notice to all other Parties of the name and pertinent contact information for that Party's contact person. Parties

shall update this information in writing as needed to maintain current contact information.

XVII. DISTRIBUTION OF PROPERTY

Any property belonging to or acquired by any Party shall remain the property of that Party, until and unless ownership of the property is transferred by sale, donation, or other means memorialized in writing.

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Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1474

Agenda #: 4.4

Meeting Date: 11/1/2022

DEPARTMENT: Social Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract Amendments For Shelter Services

PURPOSE/ACTION REQUESTED

Authorize execution of contract amendments for shelter services.

SUMMARY

The Housing section in the Social Services Department provides both in-house and contracted services across the service continuum. Contracted services include street outreach, intake and assessment, emergency shelter, transitional housing, permanent supportive housing, and housing search and stability services.

Throughout the COVID-19 pandemic, Dakota County increased emergency shelter capacity using hotels. To ensure high quality services, Dakota County conducted a full Request for Proposal (RFP) process in summer 2021 for five housing services in which a review committee comprised of staff from Social Services reviewed and scored proposals from six vendors. Staff recommended authorization to execute contracts for housing services resulting from the RFP with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC. By Resolution Nos. 21-580 and 21-596 (December 14, 2021), the Dakota County Board of Commissioners authorized contracts for hotel shelter services with Ally Supportive Services, LLC, The Link and Extended Stay America Management, LLC from January 1, 2022 to June 30, 2022. By Resolution No. 22-252 (June 21, 2022), the Dakota County Board of Commissioners authorized amendments for the same vendors to allow services to continue through December 31, 2022.

On March 15, 2022, the Dakota County Board of Commissioners heard an update on research and recommendations for a permanent emergency shelter facility. Staff recommends continuing with hotel shelter contracts for 2023 to ensure continuity of emergency shelter services while long-term planning continues.

OUTCOMES

How much? Provide emergency shelter services for up to 95 single adults at any given time

How well? Goal is shelter stays of 120 days or less

Is anyone better off? Goal is at least 85 percent of households served exit the program to permanent housing

RECOMMENDATION

Staff recommends authorization to execute contract amendments for shelter services with the

vendors at the amounts listed in the Resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for these contracts will be included in the 2023 County Manager’s Recommended Budget. All contracts will contain a provision that allows the County to terminate the contracts immediately in the event that sufficient funds from the county, state, or federal funds are no longer available at a level sufficient to continue services.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

WHEREAS, the Housing section in the Social Services Department provides both in-house and contracted services across the service continuum; and

WHEREAS, contracted services include street outreach, intake and assessment, emergency shelter, transitional housing, permanent supportive housing, and housing search and stability services; and

WHEREAS, throughout the COVID-19 pandemic, Dakota County increased emergency shelter capacity in hotels; and

WHEREAS, to ensure high quality services, Dakota County conducted a full Request for Proposal (RFP) process in summer 2021 for five housing services; and

WHEREAS, a review committee comprised of staff from across Social Services reviewed and scored proposals from six vendors and recommended authorization to execute contracts for hotel housing services with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC; and

WHEREAS, by Resolution Nos. 21-580 and 21-596 (December 14, 2021), the Dakota County Board of Commissioners authorized contracts for hotel shelter services with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC for the period of January 1, 2022 through June 30, 2022; and

WHEREAS, by Resolution No. 22-252 (June 21, 2022), the Dakota County Board of Commissioners authorized amendments for the same vendors to allow services to continue through December 31, 2022; and

WHEREAS, on March 15, 2022, the Dakota County Board of Commissioners heard an update on research and recommendations for a permanent emergency shelter facility; and

WHEREAS, in order to accommodate continued shelter planning and shelter services, staff recommends continuing with hotel shelter contracts for 2023 to ensure continuity of emergency shelter services while long-term planning continues, by which funding for this activity comes from federal, state and local funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute hotel shelter contracts for the dates specified

below, and increase the not to exceed contract amounts as follows, subject to approval by the County Attorney’s Office as to form:

Service - Agency: Not to Exceed Amount, Dates

- Hotel Shelter-Single Adults - Ally Supportive Services, LLC: \$281,400, January 1- April 15, 2023
- Hotel Shelter-Youth Ages 18-24 - The Link: \$565,602, January 1 - December 31, 2023
- Hotel Shelter-Single Adults - Extended Stay America Management, LLC: \$1,000,000, January 1 - December 31, 2023

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

PREVIOUS BOARD ACTION

- 21-580; 12/14/2021
- 21-596; 12/14/2021
- 22-252; 6/21/22

ATTACHMENTS

Attachment: None.

BOARD GOALS

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACTS

Department Head: Evan Henspeter
Author: Madeline Kastler



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1491

Agenda #: 4.5

Meeting Date: 11/1/2022

DEPARTMENT: Social Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Center City Housing Corp. For Cahill Place Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Center City Housing Corp. for onsite supportive services at Cahill Place Apartments in Inver Grove Heights.

SUMMARY

Cahill Place Apartments is a supportive housing apartment program in Inver Grove Heights. The building has 40 two and three-bedroom units and is dedicated to families who have experienced homelessness and housing instability. This project is a collaboration between Center City Housing Corp. (developer), the Dakota County Community Development Agency (CDA) (capital funding and project-based housing vouchers), and Dakota County (support service funding), among other partners and funders.

In February 2019, Dakota County Social Services issued a Request for Proposals for the onsite support services at Cahill Place. Two proposals were received, and a selection committee comprised of staff from the CDA and Social Services selected Center City Housing Corp. as the service provider (Attachment: Solicitation Summary).

By Resolution 20-195 (April 20, 2020), the Dakota County Board of Commissioners authorized execution of a contract with Center City Housing Corp. in an amount not to exceed \$650,000 annually. Staff recommends authorizing execution of a new contract for the term of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000. Center City Housing Corp. will:

- Provide front desk staff 365 days per year, 24-hours per day
- Provide on-site case management services and whole-family programming that includes but is not limited to: Independent Living Skills groups and materials, social and recreational activities, database administration, housing stability supports, and client assistance
- Engage in outreach to community agencies to develop strong working relationships, specifically schools, law enforcement and other local community agencies
- Fill units through Coordinated Entry and Dakota County

OUTCOMES

See Attachment: Outcomes, for detailed information.

RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners authorize the Community Services Director to execute a contract with Center City Housing Corp. in an amount not to exceed \$650,000 annually from January 1, 2023 to December 31, 2023.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for this contract will be included in the 2023 County Manager’s Recommended Budget. The contract shall contain a provision that allows the County to terminate the contract immediately in the event sufficient funds from county, state or federal sources are no longer available to continue services.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, Cahill Place Apartments is a supportive housing apartment program in Inver Grove Heights; and

WHEREAS, the building has 40 two and three-bedroom units and is dedicated to families who have experienced homelessness and housing instability; and

WHEREAS, this project is a collaboration between Center City Housing Corp. (developer), the Dakota County Community Development Agency (CDA) (capital funding and project-based housing vouchers), and Dakota County (support service funding), among other partners and funders; and

WHEREAS, in February 2019, Dakota County Social Services issued a Request for Proposals for the onsite support services at Cahill Place; and

WHEREAS, two proposals were received, and a selection committee comprised of staff from the CDA and Social Services selected Center City Housing Corp. as the service provider; and

WHEREAS, by Resolution 20-195 (April 20, 2020), the Dakota County Board of Commissioners authorized execution of a contract with Center City Housing Corp. in an amount not to exceed \$650,000 annually; and

WHEREAS, staff recommends authorizing execution of a new contract for the term of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000; and

WHEREAS, Center City Housing Corp. will provide the same and or similar services as they did in the prior contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Center City Housing Corp. for

onsite supportive services at Cahill Place Apartments in Inver Grove Heights, for the period of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

PREVIOUS BOARD ACTION

20-195; 04/20/20

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Outcomes

BOARD GOALS

A Great Place to Live

A Successful Place for Business and Jobs

A Healthy Environment

Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

Inform and Listen

Discuss

Involve

N/A

CONTACTS

Department Head: Evan Henspeter

Author: Madeline Kastler

Cahill Place RFP**RFP Release Date:** 2/8/19**Question and Answer:** 2/19/19**Proposals Due:** 3/8/19**Advertised/Posted:** State Register, DC Works, Emailed housing mail list

Services Description: To secure a vendor(s) to provide services for Cahill Place, a housing development supporting families located in Inver Grove Heights, MN. Cahill Place is a 40-unit apartment building which will be located at 6070 Cahill Ave (approximately) in Inver Grove Heights scheduled to open in fall of 2020. Center City Housing Corp will develop and own the building and will contract out the property management services to CommonBond Housing.

Primary Deliverables:

- Front desk staff 365 days per year, 24-hours per day.
- On-site case management services and whole-family programming provided
- Request and process referrals through the Coordinated Entry System for High Priority Homeless (HPH) units; pre-screening eligibility determination.
- Maintain waitlist for non-HPH units.
- Jointly shared responsibilities to communicate resident issues in a timely and effective manner to appropriate parties.
- Services and programming that includes, but is not limited to: Independent Living Skills groups and materials, social and recreational activities, database administration, housing stability supports, and client assistance.
- Access to mainstream funding sources to pay for ongoing services.
- Outreach to community agencies to develop strong working relationships, specifically schools and other local community agencies.
- Services that meet the needs of disenfranchised communities.

Public Engagement: Two vendors came to the Q and A**Schedule:** Plan for on-boarding staff to provide services when Cahill Place opens in fall of 2020**Solicitation Selection Criteria:**Services:

- Organization's name, address, phone number, and name and e-mail of contract person
- Brief background on ability and experience providing support services to High Priority Homeless families and families with service needs.
- Brief background on ability and experience providing on-site supportive housing services

- Experience with Coordinated Entry Systems and the Homeless Management Information System (HMIS)
- Willingness and ability to enroll as an MA provider to bill Housing Stability Services for eligible participants. Housing Stabilization Services is a proposed set of services to Minnesota's Medicaid State Plan. If approved by the federal government, these services would be available January 1, 2020.
- Experience in compliance with local, state and federal housing and service programs
- Organizational and housing services philosophies
- Ability to meet diverse needs of clients (culture, service needs, etc.)
- Process to respond to complaints or issues related to culture, race, treatment or service
- Proposal for specific services for families at Cahill Place
- Plan for and experience with outreach to community agencies to develop strong working relationships, specifically schools and other local community agencies
- Proposed budget and description of fundraising plan if service budget exceeds the amount available in this RFP.
- Plan for on-boarding staff to provide services when Cahill Place opens in fall of 2020.
- Proposed outcomes in the following format:
 - o How much? (#s served)
 - o How well? (Quality assurance measures)
 - o Is anyone better off? (Outcome/success measures)
- Please provide three (3) references

Proposals Received: Center City, IMD Ramsey

Solicitation Review Team Makeup: Dakota County Community Development Agency: 1 member, Dakota County Social Services: 5 members

Date of Review: 3/14/19

Evaluation Results: Unanimously recommended Center City.

Ranking of vendors:

Center City: 88.7

IMD Ramsey: 65.3

Rationale of Selected Vendor:

- Strong experience with homeless population, coordinated entry, and housing first
- Programing recommendations for children
- Knowledge of HMIS and funding streams
- Has provided onsite services in several locations

Contract Recommendations: Staff recommends full funding of the services contract.

OUTCOMES

Cahill Place

How Much?	Current Contract Outcomes	Goal
<i>Number of households served</i>	<i>47 families served since beginning of contract, 152 people total</i>	<i>40 families</i>
How Well?		
<i>Obtained employment</i>	<i>46%</i>	<i>30%</i>
<i>Accessed mainstream resources (if eligible)</i>	<i>77%</i>	<i>100%</i>
<i>Children with a growth plan</i>	<i>78%</i>	<i>100%</i>
<i>Children and parents participating in the child care program</i>	<i>65%</i>	<i>85%</i>
Better Off?		
<i>Maintain housing for more than one year</i>	<i>100% (of those eligible or 34 households)</i>	<i>80%</i>
<i>Children with increased executive functioning</i>	<i>84%</i>	<i>100%</i>



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1492

Agenda #: 4.6

Meeting Date: 11/1/2022

DEPARTMENT: Social Services

FILE TYPE: Consent Action

TITLE

Authorization To Execute Three Contracts With Guild, Inc., For Rental Assistance Administration And Case Management

PURPOSE/ACTION REQUESTED

Authorize execution of three contracts with Guild, Inc., for rental assistance administration and case management.

SUMMARY

Dakota County issued a Request for Proposals (RFP) for a vendor to provide rental assistance administration services on behalf of Dakota County Social Services in 2018. By Resolution No. 18-425 (August 21, 2018), the Dakota County Board of Commissioners authorized the Community Services Director to contract with Hearth Connection for rental assistance administration. By Resolution Nos. 19-850 (November 26, 2019), and 20-238 (May 12, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to execute renewal contracts with Hearth Connection to provide rental assistance. Hearth Connection subcontracted with Guild to provide case management.

Rental Assistance resources included in the RFP are U.S. Department of Housing and Urban Development (HUD) Continuum of Care Rapid Re-Housing (CoC RRH) and HUD Emergency Solutions Grant Rapid Re-Housing (ESG RRH). Dakota County is the grant recipient for the CoC RRH program and the administrator on behalf of the CDA for the ESG RRH program. These relationships will remain in place with the selection of a Rental Assistance Administrator.

The HUD CoC RRH funds are secured annually through a competitive grant process. The grant year runs from June 1 through May 31 of each year and is anticipated to renew. This grant serves 48 family households at a time. Total rental assistance, application fee, security deposit and administration funds currently available are \$329,500 for the grant year. Funds must be spent within each grant period.

The HUD ESG RRH funds are secured annually through a formula allocation. The grant year runs from July 1 through June 30 of each year and is anticipated to renew. This grant serves approximately 5 households (singles and families) at a time. Total rental assistance, application fee, security deposit and administrative funds available are \$50,000 for the grant year. Funds must be spent within 18 months of the beginning of the grant period.

Rental assistance administration includes: management of RRH rental assistance budgets and rent payments to landlords, management of program participant file and documentation requirements per program regulations, connection of participants to required case management services, and provision of all data entry.

To simplify administration, staff recommends that Dakota County contract directly with Guild to provide both rental assistance and case management services. Dakota County will issue a solicitation for this service for 2024 contracts.

OUTCOMES

See Attachment: Outcomes, for detailed information.

RECOMMENDATION

Staff recommends authorization to execute a contract for HUD Continuum of Care Rental Assistance Administration with Guild from the date of execution through May 31, 2023, for a contract amount not to exceed \$329,500. Staff recommends authorization to execute a contract for HUD Emergency Solutions Grant Rental Assistance Administration with Guild from the date of execution through June 30, 2023, for a contract amount not to exceed \$50,000. Staff recommends authorization to execute a contract for rental assistance with Guild from the date of execution through December 31, 2023, for a contract amount not to exceed \$610,000 using County funds.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$610,000 net County cost anticipated as a result of this action. Funding for these contracts will be included in the 2023 County Manager's Recommended Budget. The contract(s) shall contain a provision that allows the County to immediately terminate the contract(s) in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amount(s) due.

- None Current budget Other
 Amendment Requested New FTE(s) requested

RESOLUTION

WHEREAS, Dakota County issued a Request for Proposals (RFP) for a vendor to provide rental assistance administration services on behalf of Dakota County Social Services in 2018; and

WHEREAS, by Resolution No. 18-425 (August 21, 2018), the Dakota County Board of Commissioners authorized the Community Services Director to contract with Hearth Connection for rental assistance administration; and

WHEREAS, by Resolution Nos. 19-850 (November 26, 2019), and 20-238 (May 12, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to execute renewal contracts with Hearth Connection to provide rental assistance; and

WHEREAS, Hearth Connection subcontracted with Guild to provide case management; and

WHEREAS, Rental Assistance resources included in the RFP are U.S. Department of Housing and

Urban Development (HUD) Continuum of Care Rapid Re-Housing (CoC RRH) and HUD Emergency Solutions Grant Rapid Re-Housing (ESG RRH); and

WHEREAS, Dakota County is the grant recipient for the CoC RRH program and the administrator on behalf of the CDA for the ESG RRH program; and

WHEREAS, these relationships will remain in place with the selection of a Rental Assistance Administrator; and

WHEREAS, the HUD CoC RRH funds are secured annually through a competitive grant process that runs from June 1 through May 31 of each year and is anticipated to renew, serving 48 family households at a time; and

WHEREAS, total rental assistance, application fee, security deposit and administration funds currently available are \$329,500 for the grant year and must be spent within each grant period; and

WHEREAS, the HUD ESG RRH funds are secured annually through a formula allocation that runs from July 1 through June 30 of each year and is anticipated to renew, serving approximately 5 households (singles and families) at a time; and

WHEREAS, total rental assistance, application fee, security deposit and administrative funds currently available are \$50,000 for the grant year and must be spent within 18 months of the beginning of the grant period; and

WHEREAS, rental assistance administration includes: management of RRH rental assistance budgets and rent payments to landlords, management of program participant file and documentation requirements per program regulations, connection of participants to required case management services, and provision of all data entry; and

WHEREAS, to simplify administration, staff recommends that Dakota County contract directly with Guild to provide both rental assistance and case management services; and

WHEREAS, Dakota County will issue a solicitation for this service for 2024 contracts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for rental assistance administration and case management with Guild Inc., as follows, subject to approval by the County Attorney's Office as to form:

Service: Term, Amount

- HUD Continuum of Care Rental Assistance Administration: date of execution through May 31, 2023, \$329,500
- HUD Emergency Solutions Grant Rental Assistance Administration: date of execution through June 30, 2023, \$50,000
- County-funded rental assistance: date of execution through December 31, 2023, \$610,000

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

PREVIOUS BOARD ACTION

18-425; 08/21/18
19-850; 11/26/19
20-238; 05/12/20

ATTACHMENTS

Attachment: Outcomes

BOARD GOALS

- A Great Place to Live
- A Successful Place for Business and Jobs
- A Healthy Environment
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACTS

Department Head: Evan Henspeter
Author: Madeline Kastler

OUTCOMES

U.S. Department of Housing and Urban Development Continuum of Care Rapid Re-Housing Program (HUD CoC)

Year-to-Date Outcomes June 1, 2021-May 31, 2022

How Much?	YTD Outcomes	Goal
<i>Number of households served</i>	<i>77 families</i>	<i>48 families</i>
How Well?		
<i>Earned income</i>	<i>27% increased earned income</i>	<i>40%</i>
<i>Total income</i>	<i>60% increased total income</i>	<i>60%</i>
Better Off?		
	<i>96% exit to permanent housing destination</i>	<i>80%</i>

U.S. Department of Housing and Urban Development Emergency Solutions Grant Rapid Re-Housing Program (HUD ESG)

Year-to-Date Outcomes July 1, 2021-June 30, 2022

How Much?	YTD Outcomes	Goal
<i>Number of households served</i>	<i>19 households: 12 singles 4 families</i>	<i>15 households</i>
How Well?		
<i>Earned income</i>	<i>40% have earned income</i>	<i>40%</i>
<i>Total income</i>	<i>55% have total income</i>	<i>60%</i>
Better Off?		
	<i>91% exit to permanent housing destination</i>	<i>80%</i>



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1435

Agenda #: 5.1

Meeting Date: 11/1/2022

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Regular Information

TITLE

Financial Empowerment Services Update

PURPOSE/ACTION REQUESTED

Receive an update on the Financial Empowerment Services program.

SUMMARY

Financial Empowerment Services is a divisional program for Community Services that aligns with the County Strategic Plan Goal - A great place to live. The presentation will provide a review of the work plan and accomplishments. This initiative provides financial education and counseling services that empower residents to save money, reduce debt, improve credit, manage a budget, buy a home and car, and protect assets. Strategies, enhancement of skills, and knowledge are provided to help residents meet financial goals and improve well-being.

OUTCOMES

See Attachments: Performance Outcomes 2019-2021, for more information.

Key Accomplishments in 2019-2021:

- Counseled 1,050 participants
- In 2020 developed curriculum and taught the first virtual class on "Taking Control of Your Credit" partnering with the Dakota County Libraries
- Trained 2,040 County staff, community partner staff, and County participants
 - Collaborated with Dakota County Adult and the Juvenile Correction staff to provide six different classes on a variety of Financial Empowerment topics
- Three households successfully completed the homeownership track and purchased a home
- Partnerships were strengthened with Veteran's Home, Prepare and Prosper, Habitat for Humanity, East Metro Financial Network, Exodus Lending, MN Commerce Department, and other community partners

2022 Areas of Focus:

- Continue training County staff, community partner staff, and County participants expanding training to reach a more diverse audience
- Increase the number of individuals referred to one-on-one counseling
- Continue the work with Dakota County Alternative Learning Services teaching financial education to young adults
- Investigate new and expand existing software and case management systems to aid

data collection and outcome tracking to inform program development

- Work with participants on Homeownership Track to become mortgage ready
- Continue partnership with Dakota County Adult and Juvenile Correctional Facilities
- Coordinate with the Veteran’s department by providing financial counseling to Veterans applying for the State Soldier’s Assistance Program (SSAP) grant

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Performance Outcomes 2019-2021

BOARD GOALS

- | | |
|---|---|
| <input checked="" type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

PUBLIC ENGAGEMENT LEVEL

- | | | | |
|--|----------------------------------|----------------------------------|---|
| <input type="checkbox"/> Inform and Listen | <input type="checkbox"/> Discuss | <input type="checkbox"/> Involve | <input checked="" type="checkbox"/> N/A |
|--|----------------------------------|----------------------------------|---|

CONTACTS

Department Head: Nadir Abdi
Author: Tiffinie Miller-Sammons

Financial Empowerment Initiative Performance Outcomes for 2019 through 2021

How much did we do?

Individual counseling

- 1,050 customers received individual counseling

Training

- 60 trainings completed
- 2,040 county staff, community partner staff and county participants received Financial Empowerment (FE) training

Asset Building:

- 47 customers worked with our Financial Counselors on the homeownership track

Comparison 2019-2021	2019	2020	2021
Group training sessions	38	10	12
Individual Counseling sessions	362	396	292
Home Ownership Track	11	13	23

How well did we do it?

Group training survey results from 2019-2021 for county and community staff; 218 surveys returned

1. Content was interesting and relevant; 80% agreement
2. I would recommend this class; 88% agreement
3. I feel more knowledgeable & confident about topic; 81% agreement
4. Materials & handouts were useful/helpful; 81% agreement
5. The presenter was knowledgeable & professional; 83% agreement

Is anyone better off?

- 3 people purchased homes during this time
- Direct counseling success 2019-2021:
 - Helped 118 people create a spending plan
 - Helped 25 people reduce debt – including 4 payday loans paid off through Exodus Lending
 - Assisted 52 applications for public assistance programs
 - Helped 24 improve their credit
 - Helped 12 individuals or families stabilize housing
 - Assisted in 15 Energy Assistance applications
 - Prevented or resolved 42 consumer protection incidents
 - Assisted 26 families or individuals in applying for and/or understanding how to obtain and use health care
 - Assisted 20 in increasing savings
 - Assisted 18 in increasing income



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1454

Agenda #: 5.2

Meeting Date: 11/1/2022

DEPARTMENT: Public Health

FILE TYPE: Regular Information

TITLE

Refugee Health Board Update 2022

PURPOSE/ACTION REQUESTED

Receive an update on the scope of refugee arrivals to Dakota County in 2022 and how Dakota County Public Health and Employment and Economic Assistance are working to meet the increased client needs and requirements for these individuals and families.

SUMMARY

During 2022, Dakota County has seen an increase in primary refugee arrivals. This is due to several international conflicts, most notably the war in Ukraine and recent conflict in Afghanistan. Prior to 2022, Dakota County received an average of twenty-five primary refugees annually. As of October 1, 2022, Dakota County has already received 78 primary refugee arrivals, which is a 300 percent increase.

Dakota County has received the third largest group of Ukrainian refugees in Minnesota to date. Dakota County is expecting to receive more Ukrainian refugees this year as over 190 Dakota County citizens are approved to receive family and/or friends from Ukraine.

Dakota County Public Health Nurses and Community Health Workers contact all newly arriving refugee families to enroll them in the Refugee Health Program. This includes connecting the clients with local clinics for medical screening for communicable diseases such as Tuberculosis and completing a thorough assessment to determine immunization status.

Public Health and Employment and Economic Assistance staff have met throughout 2022 to communicate on-going efforts in both departments to assist newly arriving refugees. The challenges and opportunities have centered around the unique pathway that Ukrainian refugees are arriving here that is different than traditional refugee programs in the US. Staff have worked to adapt current programs to better meet the needs of this population.

To create efficiencies, Public Health has revised program procedures to streamline the refugee health process, including increasing the role of the Community Health Worker and increasing outreach to local clinics to assist with refugee health exams. Most recently, a new partnership with Minnesota Community Care in Farmington has been created so all Dakota County refugees can be referred to a local clinic. A training for the clinical team was conducted in September with exams starting immediately after.

OUTCOMES

How much?

Dakota County has seen a nearly 300 percent increase in the number of primary refugees in 2022 and Dakota County has the third largest population of Ukrainian refugees in Minnesota.

How well?

All refugees are contacted by a public health nurse or community health worker to enroll them in the Dakota County Refugee Health program.

Is anyone better off?

Creating efficiencies to meet the demands has created a new partnership with Minnesota Community Care where refugees establish primary care and complete needed screening for communicable diseases and immunizations.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

- None
- Current budget
- Other
- Amendment Requested
- New FTE(s) requested

RESOLUTION

Informational only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- A Great Place to Live
- A Healthy Environment
- A Successful Place for Business and Jobs
- Excellence in Public Service

PUBLIC ENGAGEMENT LEVEL

- Inform and Listen
- Discuss
- Involve
- N/A

CONTACTS

Department Head: Gina Adasiewicz
Author: Christine Lees



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1543

Agenda #: 7.1

Meeting Date: 11/1/2022

Adjournment