



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 267779

This Agreement is between the State of Minnesota, acting through its **Commissioner of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108** ("State") and **Ramsey County Community Corrections, 121 - 7th Place East, Suite 1200, St. Paul, MN 55101** ("Governmental Unit").

Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. Under Minnesota Statutes § 244.13 the State is empowered to enter into this contract agreement.
3. The State is in need of Intensive Supervised Release Programming.

Agreement

1. Term of Agreement

- 1.1 Effective Date: **July 1, 2025**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit, who is not a state employee, will:

Provide the programs and services specified in the Work Plan, **Exhibit A**, and the Annual Budget, **Exhibit B**, that are attached and incorporated into this contract agreement.

3. Payment

The Governmental Unit will be paid:

Fiscal Year 2026

\$981,900.00	Intensive Supervised Release
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Fiscal Year 2027

\$981,900.00	Intensive Supervised Release
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The total obligation of the State under this Agreement will not exceed **\$1,963,800.00**.

(a) Invoices

The State will promptly pay the Governmental Unit after the Governmental Unit presents a DOC Financial Status Report (FSR) as an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. FSR must be submitted quarterly within 30 days of the end of the reporting period.

(b) Adjustments

Any unused funds from Year one of the contract may be applied to Year two of the contract. Any unused funds from Year one will be spent in Year two before Year two funds are utilized.

(c) Unexpended Funds

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

4. Authorized Representatives

The State's Authorized Representative is **Stacy Janke, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-363-4367** stacy.janke@state.mn.us or his/her successor.

The Governmental Unit's Authorized Representative is **Monica Long, Director, Ramsey County Community Corrections, 121 - 7th Place East, Suite 1200, St. Paul, MN 55101, 651-266-2670** monica.long@co.ramsey.mn.us or his/her designee or successor.

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

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

- 6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
 - Intentional, willful, or negligent acts or omissions; or
 - Actions that give rise to strict liability; or
 - Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

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

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

- 10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to

appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

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

Print Name: _____
Signature: _____
Title: _____ Date: _____
SWIFT Contract No. _____

2. Governmental Unit

Print Name: Rafael E. Ortega
Signature: _____
Title: Board Chair Date: _____

Governmental Unit

Print Name: Jason Yang
Signature: _____
Title: Chief Clerk Date: _____

Governmental Unit

Print Name: Monica Long
Signature: Monica Long
Title: Director, Community Corrections Date: 6/05/2025

Governmental Unit (Approved as to form)

Print Name: Bradley Cousins
Signature: Bradley Cousins
Title: Assistant County Attorney Date: 6/5/25

3. State Agency

With delegated authority

Print Name: _____
Signature: _____
Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
Signature: _____
Title: _____ Date: _____
Admin ID: _____