

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Corrections ("State") and Ramsey County Community Corrections ("Governmental Unit").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of support from Community Corrections Act ("CCA") agencies for the expanded number of early releases from Minnesota Corrections Facilities ("MCF"), due to the Coronavirus Pandemic.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** July 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 30, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

Due to the Coronavirus Pandemic, the Department of Corrections ("DOC") has been releasing offenders early from their confinement in MCF's for the safety of our entire incarcerated population. The DOC was awarded Federal CARES Act funding to support CCA agencies in assisting the DOC with supervision of these early released offenders. The goal of this expansion of early releases is to better manage and minimize the risk of spread of the Coronavirus inside correctional facilities.

2.1 The State will refer offenders ("Offenders") to the Governmental Unit as follows:

- a) **Covid 19 Early Work Release Program (C19EWRP):** Offenders who have served at least half of their terms of imprisonment shall reside in approved programs/residences in the community up to three months prior to their scheduled supervised release date. Offenders must work at paid employment, seek employment, or be involved in vocational programming or educational programs under while continuing to serve their terms of imprisonment. C19EWRP Offenders will be on Supervised Release (SR") and will:
  - i) meet the criteria and screening for work release as established in Minn. Stat. § 241.26 and State policy 205.120 located at [www.doc.state.mn.us](http://www.doc.state.mn.us), which is incorporated by reference;
  - ii) have a release plan that incorporates the geographical area of the Governmental Unit.
- b) **Covid 19 Conditional Medical Release (C19CMR):** Offenders who have gone through a screening process and have been determined to have significant medical conditions and/or have underlying conditions which put them at higher risk for Covid 19 complications, necessitating their early release from confinement in DOC facilities. C19CMR Offenders may be on either SR or Intensive Supervised Release ("ISR") and will:
  - i) meet the criteria and screening for conditional medical release as established in Minn. Stat. 244.05, subd. 8 and State policy 203.200 located at [www.doc.state.mn.us](http://www.doc.state.mn.us), which is incorporated by reference;
  - ii) have a release plan that incorporates the geographical area of the Governmental Unit.

2.2 The Governmental Unit and the State must mutually agree on the Offender's placement under the Governmental Unit's supervision.

2.3 The Governmental Unit will provide either SR or ISR supervision services under pre-established rules, protocols and regulations of the Minnesota Department of Corrections. Offenders will be assigned a supervision status by DOC prior to release from incarceration. Government Unit will supervise offenders based on their supervision status and program specific requirements. Supervision requirements are as follows:

- a). Supervision requirements for Work Release Offenders are outlined in policy number 205.120 and the Work Release Program Manual, as provided by the State Authorized representative and is incorporated by reference into this agreement.
- b). Supervision requirements for ISR Offenders are outlined in Minn. Stat. 244.15 which is incorporated by reference into this agreement.
- c). Supervision requirements for SR Offenders are as follows:
  - i). Conduct monthly field, home, employment and/or office visits
  - ii). Conduct random UA's
  - iii). Make appropriate referrals to community-based services

- iv). Supervise offenders to ensure they are complying with their individual release conditions
- v). Complete restructures or refer to DOC Hearings and Release Unit (HRU) for all violations of release conditions.

### 3 Payment

3.1 **C19EWRP Offenders (SR only):** The State will pay \$6.94 per day per Offender released under this program to the Governmental Unit for supervision. Submit electronic invoice quarterly to State's authorized representative.

3.2 **C19CMR Offenders (SR or ISR):**

- a) **SR** – The State will pay \$6.94 per day per Offender released under this provision to the Governmental Unit for supervision. Submit electronic invoice quarterly to State's authorized representative.
- b) **ISR** - The State will pay \$18.52 per day per Offender released under this provision to the Governmental Unit for intensive supervision. Submit electronic invoice quarterly to State's authorized representative.

3.3 **Federal funds.** (Where applicable, if blank this section does not apply.) Payments under this Contract will be made from federal funds obtained by the State through CFDA Number 93.569, CARES Act. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

The total obligation of the State under this agreement will not exceed **\$35,624.43**.

### 4 Authorized Representatives

The State's Authorized Representative is Rubina Khan, Grants and Subsidies Unit, [Rubina.Khan@state.mn.us](mailto:Rubina.Khan@state.mn.us), phone: 651.361.7170 or her successor.

The Governmental Unit's Authorized Representative is John Klavins, Director, [john.klavins@co.ramsey.mn.us](mailto:john.klavins@co.ramsey.mn.us), 121 7<sup>th</sup> Place East, Suite 1210, St. Paul, MN 55101 or his 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 same parties who executed and approved this agreement, or their successors in office.
- 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 same parties who executed and approved the original agreement, or their successors in office.
- 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 Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

### 6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit 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 Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

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 Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

### 7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, 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 agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause 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 the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**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, 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. 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 Governmental Unit and made available to the State upon request.

**12 Prison Rape Elimination Act Compliance**

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring and PREA standards require an outside independent audit.

**13 Force Majeure.** Neither party shall be responsible to the other or considered in default of its obligations here under to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: Mary Myers  
Date: 8/31/2020  
SWIFT Contract No. c-181706 PO 3-127837

**2. GOVERNMENTAL UNIT**

By: John Klavins  
Title: Community Corrections Director  
Date: 9/2/2020

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3. STATE AGENCY**

Signed by: Curtis Shanklin  
By: \_\_\_\_\_  
(with delegated authority) Curtis Shanklin  
Title: Deputy Commissioner  
Date: 9/3/2020

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement  
Signed by: Pa Bong Thao  
By: \_\_\_\_\_  
Date: 9/4/2020

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APPROVED AS TO FORM

John A. Ristad  
ASSISTANT RAMSEY COUNTY ATTORNEY

DATE: 9/16/2020

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Governmental Unit  
State's Authorized Representative - Photo Copy