



Board of County Commissioners Agenda Request

5B
Agenda Item #

Requested Meeting Date: August 23, 2022

Title of Item: Aitkin Co and Anoka Co Contract per Joint Powers Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Kameron Genz	Department: Community Corrections
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Presenter (Name and Title): Kameron Genz - Director, Community Corrections	Estimated Time Needed: 15 minutes
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Summary of Issue:

Proposed "Agreement Between Aitkin County and Anoka County for Contract Beds" to guarantee secure juvenile detention beds at East Central Regional Juvenile Center in Lino Lakes, MN, Anoka County. The proposed agreement is from September 1, 2022 through December 31, 2026. This agreement has been reviewed by the County Attorney and no legal concerns were noted.

With the rising cost of juvenile detention beds and decrease in availability of juvenile detention beds, this agreement for contracted beds would guarantee our juvenile probation unit the equivalent of one (1) secure detention bed per day at East Central Regional Secure Juvenile Detention Center (RJC) in Anoka County. This is the detention center most utilized by Aitkin County Community Corrections over the past two years. By becoming a contract county, we will be guaranteed the equivalent of one (1) secure detention bed per day at RJC at a reduced per diem cost.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

It is recommended the County Board approve the "Agreement Between Aitkin County and Anoka County for Contract Beds" and provide signatures as noted on page 9 of the agreement.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ 2022 per diem is \$285.00 per day/per bed

Is this budgeted? Yes No *Please Explain:*

The past budgets and the 2023 proposed budget for juvenile detention costs is a total of \$220,000 and this contract cost would come out of that budgeted amount.

**AGREEMENT
BETWEEN AITKIN COUNTY AND ANOKA COUNTY
FOR CONTRACT BEDS**

THIS CONTRACT is made and entered into between Aitkin County, a political subdivision of the State of Minnesota, and Anoka County, a political subdivision of the State of Minnesota.

WHEREAS, the parties have entered into a joint powers agreement dated September 1, 2022, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, Aitkin County wishes to reserve beds for secure detention and treatment for juvenile offenders; and

WHEREAS, Anoka County desires and is able to provide the above stated services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

**ARTICLE I
Definitions**

In the interpretation of this contract, the following definitions shall have the meanings given to them.

- (1) "Advisory Board" means the Board created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means minimum of One (1) Facility bed which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which the Placing County guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.

- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.
- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the Aitkin County Community Corrections Department and police departments located within Aitkin County.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means Aitkin County.
- (12) "Placing County Corrections Staff" means an employee of the Aitkin County Community Corrections Department.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

ARTICLE II
Term of the Contract and Renewal

Section 2.01: Term.

The term of the contract shall begin on September 1, 2022 and shall continue until December 31, 2026 which shall automatically renew for an additional period of five years beginning January 1, 2027, unless terminated by the parties pursuant to Article XI of this contract or upon the withdrawal of the Placing County under the joint powers agreement.

Section 2.02: Renewal.

This contract may be renewed by written agreement of Anoka County and the Placing County for such period of time as may be agreed upon assuming the Placing County is a Member of the joint powers agreement.

ARTICLE III
Services Provided

Section 3.01: Services.

Anoka County shall reserve One (1) Bed for use by the Placing County for secure detention and/or treatment of Juvenile offenders.

Section 3.02: Objectives.

The objective of this contract is to ensure the safety and security of the general public and of the detained Juvenile.

Section 3.03: Location.

The location of the services to be provided through this contract is:

East Central Regional Juvenile Center
7565 Fourth Avenue
Lino Lakes, MN 55014-1097

Section 3.04: Basic Program Services.

Anoka County shall provide basic program services to Juveniles admitted to the Facility in accordance with the programming established by Anoka County in consultation with the Advisory Board.

**ARTICLE IV
Payment for Services**

Section 4.01: Charge for Basic Services.

The Placing County shall pay the membership rate for contracted beds as set forth in the joint powers agreement for each bed reserved. The Placing County shall also pay a Per Diem charge for each Juvenile Day for beds used in excess of its reserved number of beds. The Per Diem charge shall include all direct service and administrative costs for the Juvenile's room and board and basic program services. The per diem charge will be paid to Anoka County in 12 equal monthly installments based on the number of reserved beds agreed upon.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts and bill the Placing County in accordance with Section 8.04 of the Joint Powers Agreement. The Placing County shall submit payment to Anoka County within thirty-five (35) days of the invoice date assuming that the Placing County agrees the reconciliation.

Section 4.02: Cost of Specially-Arranged Services.

The Per Diem charge shall not include specially-arranged services, such as medical, psychological or psychiatric services, transportation, or guard services required to maintain security during a Juvenile's hospitalization. The Placing County shall pay for such specially-arranged services directly to the vendor providing the service or reimburse Anoka County for the costs incurred, as appropriate.

Section 4.03: Invoices.

Anoka County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment to:

Kami Genz, Director
Aitkin County Community Corrections
Aitkin County Judicial Center
209 2nd St NW, Room #178
Aitkin, MN 56431

The invoice shall include a statement of the number of Juvenile Days the bed was used and the name of the Juvenile placed. The invoice shall also itemize any amounts due for specially-arranged services.

Section 4.04: Payment Procedure.

The Placing County shall make payment to Anoka County within thirty-five (35) days of the invoice date assuming there are no errors in the billing. If the invoice is incorrect, defective, or otherwise improper, the Placing County will notify Anoka County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Anoka County, the Placing County will make payment within thirty-five (35) days of the corrected invoice date.

Section 4.05: Final Payment.

Final payment shall not be made until the Placing County is satisfied that Anoka County has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.

**ARTICLE V
Specially-Arranged Services**

Section 5.01: Non-Emergency Medical Treatment.

If Anoka County determines that a Juvenile admitted under this contract is in need of non-emergency medical treatment, Anoka County shall attempt to utilize family insurance to obtain such treatment. In the event that the cost is not paid by the family insurance, Anoka County will forward the invoice for said medical treatment to the Placing County for payment to the provider pursuant to Section 5.05. In the event that family insurance is not available and the cost of the non-emergency medical treatment is estimated to cost more than twice the current per diem charge, Anoka County shall contact the Placing County Corrections Staff for prior authorization for such treatment.

Section 5.02: Emergency Medical Treatment.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that does not require hospitalization, Anoka County shall notify Placing County Corrections Staff the next working day.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at 218-927-7435.

Section 5.03: Guard Services.

Anoka County shall not be responsible to provide guard services to Juveniles who require hospitalization unless agreed to by both parties to this contract. Such guard services may include an additional charge to be agreed upon by the parties.

Section 5.04: Other Specially-Arranged Services.

The Placing County shall be responsible for the arrangement of all other specially-arranged services, including but not limited to, psychological services, psychiatric services or transportation.

Section 5.05: Billing for Specially-Arranged Services.

Any unpaid specially-arranged services provided to a Juvenile placed in the Facility under this contract shall be the responsibility of the Placing County. Anoka County shall have no

responsibility for billing parents, guardians or other responsible parties for medical bills or any other specially-arranged services.

ARTICLE VI
Admission/Discharge Standards

Section 6.01: Requirement of Court Order, Warrant, or Arrest Hold.

Anoka County shall not admit Juveniles unless transported to the Facility by a Referring Agent who has a court order, warrant, or arrest hold. The Referring Agent shall call the Facility at least 30 minutes prior to the estimated time of arrival to verify that appropriate bed space is available.

Section 6.02: Notification of Placing County Corrections Staff.

Anoka County shall notify Placing County Corrections Staff by the next business day of Juveniles admitted by a Referring Agent other than the Placing County Corrections Staff.

Section 6.03: Refusal of Admission.

Anoka County may refuse to admit a Juvenile under this contract where, in the reasonable belief of the Facility Superintendent, the Juvenile cannot be physically maintained at the Facility because of the Juvenile's physical or mental condition.

Section 6.04: Notice of Discharge.

In the case where the Placing County is using Short-Term Beds in excess of its reserved number of Short-Term Beds, and Anoka County needs to discharge a Juvenile being held for detention purposes in order to satisfy its duty to provide a reserved bed to another county, Anoka County shall give Placing County Corrections Staff at least 48 hours notice. Upon receipt of notice, the Placing County shall promptly remove the discharged Juvenile.

Section 6.05: Discharge Required by Law.

The Placing County shall be responsible for complying with all legal requirements needed to hold the Juvenile in the Facility. In the case where the Placing County has not completed all legal requirements necessary to continue to hold a Juvenile admitted to the Facility or a court order requires the discharge of a Juvenile, the Placing County shall promptly make arrangements to remove the Juvenile from the Facility.

ARTICLE VII
Reporting Requirements

Section 7.01: Reports by Anoka County.

The Referring Agent shall provide to Anoka County all information required on the Anoka County intake detention report form provided by Anoka County. Anoka County shall maintain all intake detention reports required under Minnesota law and provide said reports to Placing County Corrections Staff upon request.

Section 7.02: Notification of Continued Detention Status.

After a hearing on the continued detention of a Juvenile detained at the Facility, Placing County Corrections Staff shall notify the Facility before 5:00 p.m. on the same business day, whether or not the Juvenile will return to the Facility. If the Placing County Corrections Staff fails to notify the Facility within the time specified in this section, the Juvenile shall be considered discharged from the Facility.

ARTICLE VIII

**Probable Cause/
Other Juvenile Court Statutory Requirements**

Section 8.01: Probable Cause Requirements.

Anoka County shall not be responsible for meeting the requirement to file a finding of probable cause for detention of Juveniles detained under this contract.

Section 8.02: Other Juvenile Court Statutory Requirements.

Anoka County shall not be responsible for compliance with any juvenile court statutory requirements except for those specifically directed at juvenile detention facilities.

**ARTICLE IX
Compliance with Laws/Standards**

Section 9.01: Requirements of Law.

Anoka County and the Placing County shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract.

Section 9.02: Licenses and Permits.

Anoka County shall be responsible for obtaining and maintaining all licenses, permits or other rights required for the provision of services under this contract.

Section 9.03: Governing Law.

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All judicial proceedings related to this contract shall be venued in the Tenth Judicial District of the State of Minnesota.

**ARTICLE X
Default and Remedies**

Section 10.01: Damages.

In the event of a party's failure to perform obligations under this contract, that party shall be liable to the other party for any and all damages reasonably sustained by the other party as a result of such failure.

Section 10.02: Failure to Pay.

If the Placing County's undisputed payment due under this contract becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Placing County until the Placing County's account becomes current and the Placing County's Contract Bed becomes available.

Section 10.03: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 10.04: Waiver of Default.

The waiver of any default by a party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by a party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 10.05: Force Majeure.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to an uncontrollable circumstance as defined in Article XII of the Joint Powers Agreement.

**ARTICLE XI
Withdrawal/Termination**

Section 11.01: Withdrawal.

The Placing County may withdraw from this contract in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

Section 11.02: Termination.

This contract may be terminated in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

**ARTICLE XII
General Provisions**

Section 12.01: Entire Agreement, Amendment.

This contract and the Joint Powers Agreement contain the entire agreement of Anoka County and the Placing County and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this contract. This contract may be amended only by written agreement of Anoka County and the Placing County, in consultation with the Advisory Board.

Section 12.02: Severability.

The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the contract is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this contract.

Section 12.03: Liaison.

To assist the parties in the day-to-day performance of this contract and to develop service, ensure compliance, and provide ongoing consultation and coordination, Anoka County and the Placing County shall each designate a liaison. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of the execution of this contract the following persons are the designated liaisons:

Anoka County Liaison: Nate Parker

Telephone: 763-324-4823

Placing County Liaison: Kami Genz

Telephone: 218-927-7202

Section 12.04: Independent Contractor.

For the purposes of this contract, both parties shall be deemed to be independent contractors and not employees of the other party. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under this contract, shall not be considered employees of the other party for any purpose.

Section 12.05: Subcontracts, Assignment.

The Placing County may not subcontract, assign or otherwise transfer its obligations under this contract.

Section 12.06: Successors.

The Placing County and Anoka County each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all rights and obligations under this contract.

Section 12.07: Liability.

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this contract and the Joint Powers Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date(s) indicated below.

COUNTY OF AITKIN

COUNTY OF ANOKA

By: _____
J. Mark Wedel, Chair
County Board of Commissioners

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

Dated: _____

ATTEST:

By: _____
Jessica Seibert
County Administrator

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
County Attorney

By: _____
Nancy Norman Sommer
Assistant County Attorney

Dated: _____

Dated: _____

EXHIBIT C
Updated 08/02/2022 Aitkin County added

Revenue Shortfall Example

- With a 24.5 Bed Membership using a 31 bed scenario
- By RJC Member County Contracted beds %
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

County	Beds	%	\$ Shortfall
Aitkin	1	4.08	\$ 8,898
Anoka	5	20.41	\$44,509
Benton	1	4.08	\$ 8,898
Chisago	2	8.16	\$17,795
Freeborn	1	4.08	\$ 8,898
Isanti	1	4.08	\$ 8,898
Kanabec	.5	2.04	\$ 4,449
Mille Lacs	2	8.16	\$17,795
Pine	1	4.08	\$ 8,898
Sherburne	1	4.08	\$ 8,898
Stearns	1	4.08	\$ 8,898
Washington	5	20.41	\$44,509
Wright	3	12.25	\$26,715

EXHIBIT D

ORIGINAL STATE GRANT MONIES

Anoka	\$923,275
Benton	125,732
Chisago	113,508
Isanti	115,989
Kanabec	65,958
Mille Lacs	86,550
Pine	99,638
Sherburne	140,892
Stearns (50%)	235,085
Washington (50%)	220,370
Wright	<u>227,454</u>
Total	\$2,354,451