



Board of County Commissioners Agenda Request

5A
Agenda Item #

Requested Meeting Date: August 23, 2022

Title of Item: Juvenile Detention Center 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:

Join the Joint Powers Agreement for secure juvenile detention beds at East Central Regional Juvenile Center in Lino Lakes, MN, Anoka County. Original Joint Powers Agreement is for a period of January 1, 2022 through December 31, 2026 with the proposed addition of Aitkin County Community Corrections beginning 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 contract would guarantee our juvenile probation unit with 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 joining the Joint Powers Agreement, 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 board approve the "Joint Powers Agreement for Secure Detention and Treatment Facility" and provide signatures as noted on page 20 of the Joint Powers 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.

**JOINT POWERS AGREEMENT
FOR
SECURE JUVENILE DETENTION
AND TREATMENT FACILITY**

THIS AGREEMENT is made and entered into this 1st day of January 2022, by and between Anoka County, Benton County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Stearns County, Washington County and Wright County.

WHEREAS, in 1995, the undersigned counties and others utilized State of Minnesota grant monies for construction of a 36-bed secure juvenile detention and treatment facility, and financed the balance of construction costs with general obligation bonds issued by Anoka County; and

WHEREAS, the counties worked together pursuant to a Joint Powers Agreement to cooperatively address their long-term needs for secure juvenile detention and treatment facility capacity since that time;

WHEREAS, the undersigned counties wish to continue to cooperatively address these needs; and

WHEREAS, the undersigned counties may enter into this joint powers agreement pursuant to the authority set forth in Minn. Stat. § 471.59.

THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
Definitions**

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

- (1) "Advisory Board" means the committee created by this Agreement pursuant to Section 7.01.
- (2) "Agreement for Contract Beds" means an agreement between Anoka County and another Member County pursuant to Section 6.01 and Exhibit B of this Agreement.

- (3) "Contract Bed" means a Facility bed that Anoka County reserves for use by a Member County for secure detention or programming of juvenile offenders and for which said Member County guarantees to make payment, whether or not used by that Member County.
- (4) "Facility" means the secure juvenile detention and treatment facility at the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Contract Bed" means a Contract Bed that Anoka County reserves for the shared use by two Member Counties for secure detention or programming of juvenile offenders and for which each of the two Member Counties guarantees to make payment, whether or not used by that Member County.
- (7) "Member County" means any of the following counties that enter into this Agreement: Anoka County, Benton County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Stearns County, Washington County and Wright County.
- (8) "Non-Member County" means a county that is not a party to this Agreement.
- (9) "Unreserved Bed" means a Facility bed other than a Contract Bed.
- (10) "Prior Agreement" means the Joint Powers Agreement between the Member Counties and others in effect from January 1, 2012 until December 31, 2021 which served the same purpose as this Agreement.

ARTICLE II
Purpose

This Agreement has been executed for the purpose of jointly addressing the Member Counties' long-term needs for secure juvenile detention and treatment facility capacity.

ARTICLE III
Term

Section 3.01: Automatic Termination of Prior Agreement.

Adoption of this Agreement by all the Member Counties shall automatically terminate all prior agreements effective December 31, 2021.

Section 3.02: Commencement Date and Term of This Agreement.

This Agreement shall commence on January 1, 2022, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect until December 31, 2026 unless earlier terminated by the parties pursuant to Article IX of this Agreement.

Section 3.03: Automatic Renewal Term.

This Agreement shall automatically renew for a period of five years effective January 1, 2027 unless the parties notify one another of their intent to terminate their participation in this agreement, prior to January 1, 2026. This Agreement may be renewed subsequently by written agreement of Anoka County and any or all of the other Member Counties for such period of time as may be agreed upon and to perform all of its obligations under this Agreement.

**ARTICLE IV
Delegation of Authority**

The Member Counties hereby delegate to Anoka County all authority necessary and convenient to equip, own, maintain and operate the Facility in accordance with the terms of this Agreement. Anoka County shall have all authority necessary or convenient to accomplish the purpose of this Agreement.

**ARTICLE V
Rights and Obligations of Anoka County**

Section 5.01: Ownership of the Facility.

The Facility is owned by Anoka County and constructed on property owned by Anoka County at the site of the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota. The Facility is designed and constructed with three living units for twelve juveniles each, for a total of 36 beds. Anoka County is responsible and in control of the method and manner used for the maintenance and repair of the facility in consultation with the Advisory Board.

Section 5.02: Operation of the Facility.

Anoka County shall provide all labor, equipment, tools, supplies and other materials necessary to operate the Facility. Anoka County specifically reserves the right to operate only the number of living units necessary to satisfy its obligations under this Agreement and all Agreements for Contract Beds. Anoka County shall maintain and operate the Facility in accordance with all agreements contained within this Joint Powers Agreement and all applicable laws and rules governing its operation, including Minn. Stat. chapter 241.

Section 5.03: Contract Beds.

Anoka County reserves for each Member County the right to use the number of Contract Beds for which it contracts in accordance with Section 6.01 of this Agreement. It is anticipated by the parties that there are two basic types of Contract Beds available: (1) beds for detention, and (2) beds for short-term programming. If a Member County reserves Contract Beds but does not use them, Anoka County will attempt to fill those Contract Beds. A Member County may purchase available bed space in excess of its Contract Beds. At the beginning of each calendar year, Anoka County shall reconcile all accounts in accordance with Section 8.04.

Section 5.04: Allocation of Unused Contract Beds.

Unused Beds are available for allocation according to the following priority:

- (1) A Member County;
- (2) Any other Non-Member County.

Anoka County will attempt to fill unused beds in order to minimize costs to the Member Counties; provided, however, that Anoka County reserves the right to make the final decision concerning allocation of unused beds.

ARTICLE VI

Rights and Obligations of Member Counties

Section 6.01: Agreements for Contract Beds.

Anoka County and each other Member County shall enter into an Agreement for Contract Beds as outlined in Exhibit A, attached and made a part of this Agreement. After consultation with the Advisory Board, the allocation of Contract Beds to a Member County in Exhibit A may be modified by agreement of Anoka County and each Member County whose number of Contract Beds will be affected by the modification. Two Member Counties may be allocated a Joint Contract Bed for the shared use of the two Member Counties in accordance with the requirements of this section and Section 6.06. Agreements for Contract Beds shall be in the form of the agreement set forth in Exhibit B, attached and made a part of this Agreement. After consultation with the Advisory Board, Anoka County and any other Member County may make modifications to the agreement set forth in Exhibit B if all parties to that agreement agree.

Section 6.02: Cooperation.

Each Member County shall cooperate and use its best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

Section 6.03: Compliance with Legal Requirements.

Each Member County agrees to comply with all legal requirements in effectuating this Agreement. Where provisions of this Agreement are in conflict with the requirements of law, the law shall control.

Section 6.04: Payments.

Each Member County shall pay equal monthly payments for all Contracted Beds based on the annualized calculation of cost associated for the number of beds each county has contracted. $((\text{Contracted Beds} \times \text{per diem} \times 365) \div 12)$. The monthly payments are established based on the per diem as established for Member Counties. Each Member County shall pay the full per diem rate for contracted beds even if they were unused. Additional beds used by Member Counties will be billed to each county based on the membership rate established at the beginning of the year. Once reconciliation of over used beds occurs Anoka County will invoice each county for beds used in excess of contracted amount. This will be done in accordance with the requirements of Article VIII and its Agreement for Contract Beds. A budget deficit will be absorbed by Member Counties as more fully set out in Section 8.04 and illustrated in Exhibit C. In addition to monthly and additional over utilized per diem payments, each Member County shall pay all additional amounts due, including but not limited to, medical, transportation, security and other special services, as specified in its Agreement for Contract Beds (Exhibit B).

Section 6.05: Joint Contract Beds.

If two Member Counties reserve a Joint Contract Bed pursuant to Section 6.02, the Joint Contract Bed shall be used on a first-come, first-served basis according to the following priority:

- (1) If a Member County has separately contracted for one or more Contract Beds, those beds shall be filled before the Member County is allowed to fill its Joint Contract Bed.

All provisions of the Agreement relating to Contract Beds shall apply to Joint Contract Beds, except:

- (1) A Member County is not entitled to use its Joint Contract Bed when it is filled by the other Member County that has contracted for use of that Joint Contract Bed.
- (2) Each Member County reserving a Joint Contract Bed shall guarantee to make monthly payments for one-half of the Joint Contract Bed, whether or not available to or used by that Member County, or if the bed was unused. Each Member County reserving a Joint Contract Bed shall be allocated one-half of any amount due for a whole Contract Bed for purposes of performing the annual reconciliation, described in Section 8.04, whether or not that bed was available to or used by that Member County.
- (3) Two Member Counties wishing to share a Joint Contract Bed shall be responsible for coordinating the equitable use of the Joint Contract Bed.
- (4) Anoka County may establish terms and conditions, in consultation with the Advisory Board, to effectuate this provision.

- (5) If one of the two Member Counties contracting for Joint Contract Bed withdraws from this Agreement, the other Member County shall have the right of first refusal to contract for the open portion of the Joint Contract Bed. If that Member County does not wish to contract for the open portion and no other Member County wishes to contract for the open portion, the entire bed shall become an Unreserved Bed.

ARTICLE VII Advisory Board

Section 7.01: Establishment of Advisory Board.

Each Board of Commissioners of each Member County shall appoint two persons to participate on an Advisory Board and act as liaisons with the other Member Counties. The Advisory Board shall continue throughout the duration of this Agreement. The Advisory Board shall be advisory only and shall not be a joint powers board under Minn. Stat. § 471.59. The Facility Superintendent shall serve as an *ex officio*, non-voting member of the Advisory Board.

Section 7.02: Duties of Advisory Board.

The Advisory Board shall have the following duties:

- (1) review and comment on Anoka County's proposed annual Facility operating budget and per diem charges prior to adoption by the Anoka County Board of Commissioners;
- (2) assist in the ongoing coordination of the use of the Facility, including bed usage and bed allocation;
- (3) assist in the development of the programs offered at the Facility; and
- (4) assist in other matters relating to the Facility as requested by Anoka County.

Section 7.03: Voting.

The Advisory Board shall function by majority vote. Each Member County shall have voting privileges based on their bed membership commitment. One representative from each Member County will cast a weighted vote. All half bed members counties votes will be weighted as one vote; Counties that contract for between 1 and 2 beds, will be weighted as 2 votes; and all Counties that contract for 3 or more beds will be weighted as 3 votes. Voting will be exercised by its County Commissioner, its Director, or appointed alternate to the County Commissioner or the Director. Only one representative of a Member County needs to be present in order to cast that Member County's weighted vote. Voting by proxy shall not be allowed.

Section 7.04: By-laws.

The Advisory Board shall have the authority to adopt by-laws if deemed necessary or desirable to conduct the business of the Advisory Board. The by-laws shall be consistent with this Agreement and the requirements of law.

Section 7.05: Chair and Vice-Chair.

The Advisory Board shall have an elected chair and vice-chair. The chair and vice-chair shall be elected by the Advisory Board from its membership for terms of two years. The chair shall preside at all meetings of the Advisory Board and shall perform other duties and functions as may be determined by the Advisory Board. The vice-chair shall preside over and act for the chair during the absence of the chair. If both the chair and vice-chair are absent, the Advisory Board may elect a temporary chair to conduct its business.

Section 7.06: Meetings.

The Advisory Board shall meet according to a schedule to be established by the Advisory Board. Upon reasonable notice to all Member Counties, special meetings may be called by the chair or, upon request, by any two Member Counties.

**ARTICLE VIII
Funding**

Section 8.01: Annual Budget.

Anoka County shall prepare an annual operating budget for the Facility for the following calendar year and present it to the Advisory Board for review and comment. The operating budget shall include all anticipated costs, including but not limited to: estimated costs and expenses for the operation and maintenance of the Facility and an estimate of all costs and expenses related to Anoka County's other obligations under this Agreement. Anoka County may charge for contribution to a self-insurance risk pool. Revenues from Non-Member Counties for surcharges established in accordance with Section 8.02 shall be reflected in the proposed operating budget for the next calendar year. Prior to adoption of said annual operating budget, the Anoka County Board of Commissioners shall consider any comments and recommendations made by the Advisory Board.

Section 8.02: Per Diem Rates.

Anoka County, in consultation with the Advisory Board, may compute the per diem rate based on the occupancy rate, depending on the circumstances existing at the time. The per diem charge for use of the Facility shall be calculated annually by dividing the approved operating budget by 365 days and then by the estimated occupancy rate of beds for the upcoming year.

In addition to the per diem rate, Non-Member Counties may be required to pay an additional per diem surcharge established by the Anoka County Board of Commissioners. The method of computing said surcharge shall be established by the Anoka County Board of Commissioners in consultation with the Advisory Board and shall take into consideration all additional administrative costs incurred by Anoka County as a result of providing a bed to a Non-Member County and the additional Debt Service incurred by the Member Counties because the Non-Member County's State grant monies were not allocated for construction of the Facility.

Section 8.03: Payment.

Each Member County shall make payments for all amounts due as outlined on the Anoka County Invoice in accordance with this Agreement and its Agreement for Contract Beds. On a monthly basis, each Member County shall pay one twelfth of the annual rate for their selected contract beds. This equates to twelve equal monthly payments based on the contracted number of beds as calculated using the approved annual per diem rate. The monthly invoice shall also include charges for specially-arranged services not paid directly by the Member County.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts in accordance with Section 8.04 and bill each Member County for its share of any beds used over and above the contracted number paid for through the monthly installment as specified above. In accordance with Section 8.04, each Member County also shall pay for its share of any per diem shortfall created because Unreserved Beds were not used.

Each Member County shall submit payment to Anoka County within thirty-five (35) days following the invoice date.

Section 8.04: Annual Reconciliation of Accounts.

At the beginning of each calendar year, Anoka County shall reconcile the accounts of the Member Counties. Anoka County shall identify any per diem shortfall for Contracted Beds and Unreserved Beds. If such a shortfall exists, Anoka County will allocate the shortfall among the Member Counties using a two-step computation.

Step One: Anoka County will ensure that all contracted beds have been paid based on the monthly installments agreed upon by each Member County. Anoka County will determine the number of beds used by each Member County. If a county has used more than the contracted number already covered by the monthly payments Anoka County will bill the Member County, at the member per diem rate, for over utilized beds.

In the case of a Joint Contract Bed, Anoka County will ensure that the joint contract beds have been paid based upon the monthly installments agreed upon by the joint counties. If the joint counties have used more than the contracted number already covered by the monthly payments, Anoka County will bill the joint counties in proportional shares based upon the overutilization of the contracted joint bed. Each Joint Member County shall submit payment to Anoka County for all over utilized beds.

Step Two: Once each Member County's individual bed use has been accounted for and all Member County over utilized beds have been accounted for, Anoka County shall determine whether a per diem shortfall exists for Unreserved Beds. If such a shortfall exists, each Member County shall be charged a share of the remaining per diem shortfall for that calendar year.

The unreserved per diem shortfall remains the financial responsibility of the Member Counties. The responsibility shall be distributed based on the bed contract percentage computed against the total beds reserved by the membership. The percentages are listed in Exhibit A.

In contrast, it may be determined that a per diem surplus exists because Anoka County was able to sell Unreserved Beds or Contracted Member beds in excess of the number it projected when it set the per diem charge. In that event, Anoka County will rebate a share of the surplus to each Member County based upon the bed contract percentage computed against the total beds reserved by the membership. For this purpose, the rebated share shall mean: (a) the total per diem surplus, divided by (b) the total number of Contract Beds and the Unreserved Beds purchased by all Member Counties in the prior calendar year, and multiplied by (c) the total number of Contract Beds and Unreserved Beds purchased by the Individual Member County in the prior calendar year. **Any annual surplus funds may be divided between the applicable reserve funds as determined by the Advisory Board.**

Computations for the annual reconciliation shall be performed in a manner consistent with the example set forth in Exhibit C.

Section 8.05: Accountability for Funds.

All funds shall be strictly accounted for according to generally accepted accounting principles. Anoka County shall report to the Advisory Board at least annually on all receipts and disbursements related to this Agreement.

ARTICLE IX

Additional Member Counties, Withdrawal and Termination

Section 9.01: Additional Member Counties

Additional counties may be added to this Agreement without the need to amend this Agreement. Any county wishing to join this Agreement must provide a Resolution from their County Board stating their intent to join this Agreement. Upon receipt of the Resolution and declaration of the number of beds requested, the allocations in Attachment A shall be adjusted to reflect the additional county. The joining county shall be responsible for the apportioned share in the annual reconciliation of accounts.

Section 9.02: Withdrawal.

A Member County may withdraw from this Agreement and its Agreement for Contract Beds, under one of the following conditions:

- (1) With or without cause, with one years' prior written notice to Anoka County and the Chair of the Advisory Board, effective January 1 of the following year.

- (2) With one years' prior written notice to Anoka County and the Chair of the Advisory Board, effective January 1 if, excluding amounts for liability costs included pursuant to Section 10.01, Anoka County increases the per diem charge by more than the greater of 9% of the previous year's per diem charge.
- (3) In the event an uncontrollable circumstance as defined in Article XII causes a shutdown of the Facility for a period of more than six (6) months.
- (4) Anoka County may withdraw from this Agreement with one years' prior written notice to each Member County, effective January 1 of the following year, only when it is uneconomical or impractical to continue operation of the facility which shall be determined solely by Anoka County.

Section 9.03: Effect of Withdrawal.

In the event of withdrawal by any party, this Agreement shall remain in full force and effect as to all remaining Member Counties. Withdrawal shall not act to discharge any liability incurred or chargeable to any Member County before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. The withdrawing county shall be deemed a Non-Member County under this Agreement and said withdrawing county's Agreement for Contract Beds shall automatically terminate upon the effective date of withdrawal.

Section 9.04: Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When parties withdraw pursuant to Section 9.01, making it impractical or uneconomical to continue, in the judgment of Anoka County in consultation with the Advisory Board;
- (2) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;
- (3) When all of the Member Counties agree, by resolution, to terminate the Agreement;
- (4) Upon damage or destruction of the Facility, if Anoka County, in its sole determination, determines that it is impractical or uneconomical to repair, restore or rebuild the Facility;
- (5) Upon the termination date herein unless renewed by written agreement of the parties.

Section 9.05: Effect of Termination; Distribution of Property.

Termination shall not discharge any liability incurred by Anoka County or the other Member Counties prior to termination of this Agreement. Upon termination of this Agreement, Anoka County shall retain all right, title, interest and ownership in the Facility and the Facility site;

ARTICLE X
Liability and Insurance

Section 10.01: 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 Agreement. Claims, liabilities, obligations, losses, expenses (including reasonable attorney and other professional fees), judgments, and costs paid or incurred by Anoka County, which arise out of its performance or failure to perform its duties under this Agreement or the Agreements for Contract Beds, shall be included in the annual operating budget for the next calendar year, to the extent not covered by insurance proceeds or a self-insurance risk pool dedicated to the Facility. Amounts included in the annual operating budget under this section shall be pro-rated so that the total costs passed through to the Member Counties do not exceed 10% of the annual operating budget.

Section 10.02: Insurance.

Anoka County may purchase and maintain such insurance as will protect Anoka County and other Member Counties against risk of loss or damage to the Facility and Facility site and any improvements located thereon and against claims which may arise from the construction, operation, use or maintenance of the Facility and any other activities contemplated by this Agreement and Agreements for Contract Beds. The cost of any such insurance shall be included in the annual operating budget established pursuant to Section 8.02.

ARTICLE XI
Facility Modification, Reconstruction

In the event of damage to or destruction of the Facility or in the event that Anoka County is required to modify the Facility in order to comply with law, Anoka County may undertake the repair, restoration, rebuilding or modification of the Facility in consultation with the Advisory Board. To the extent that insurance proceeds are not available to pay the costs of such repair, restoration, rebuilding, or modification, each Member County shall cooperate, upon the request of Anoka County, in the issuance of additional indebtedness in an amount sufficient to pay the cost of such repair, restoration, rebuilding or modification. The Member County shall not approve the authorization of additional indebtedness without the approval of the Member County's Board of Commissioners. If the Member County does not agree to the incurred indebtedness, Anoka County may cancel the agreement as set forth herein, or incur the debt and absorb all costs related to the same. All amounts, less any insurance proceeds, expended by Anoka County in connection with such repair, restoration, rebuilding or modification shall be considered Debt Service payments to be included in the per diem charges established pursuant to Section 8.02.

ARTICLE XII
Uncontrollable Circumstances/Acts of God

The occurrence or non-occurrence of acts or events beyond the reasonable control of a party shall excuse that party's performance of obligations under this Agreement to the extent that the uncontrollable circumstance materially adversely affects that party's ability to perform pursuant to the terms outlined in Article IX Withdrawal and Termination, specifically § 9.01 through 9.03. Uncontrollable circumstances shall include but not be limited to the following:

- (1) Acts of God, including, but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning, earthquakes, unusually severe weather, riots, insurrections, war or civil disorder affecting the performance of work, blockades, delays or defaults caused by public carriers, power or other utility failure, environmental emergencies, epidemics, pandemics, fires and explosions;
- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement;
- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, construction, maintenance or reconstruction of the Facility;
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body; or
- (5) Strikes or labor disputes.

Cost increases experienced by Anoka County in performing its obligations under this Agreement or the Agreements for Contract Beds caused by an uncontrollable circumstance shall be passed through to the Member Counties in the annual operating budget in the following calendar year. Anoka County, after consultation with the Advisory Board shall take steps to mitigate the loss incurred. If the Member County does not have the financial ability to incur the additional costs, they may withdraw from the agreement as set forth in Article IX.

ARTICLE XIII
General Provisions

Section 13.01: Entire Agreement, Amendment.

This Agreement contains the entire agreement of the Member Counties and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement. This Agreement may be amended only by written agreement of all Member Counties.

Section 13.02: Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement 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 Agreement.

Section 13.03: Notice.

All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, at the following addresses:

Anoka County:	Dylan Warkentin, Director Anoka County Community Corrections 2100 Third Avenue, Suite C100 Anoka, MN 55303	(T.R. 04/15/2022) Freeborn County: Lyndon Stinson, Director Freeborn County Probation Services 411 Broadway S PO Box 1147 Albert Lea, MN 56007
Benton County:	Deb Anderson, District Supervisor Benton County 300 East Saint Germain Street St. Cloud, MN 56304	
Chisago County:	Amy Chavez, Director Chisago County Court Services 313 North Main Street, Room 124 Center City, MN 55012	(T.R. 04/21/2022) Aitkin County: Kami Genz, Director Aitkin County Community Corrections Aitkin County Judicial Center 209 2nd St NW, Room #178 Aitkin, MN 56431
Isanti County:	Timothy A. MacMillan, Director Isanti County Probation 555 18 th Ave. SW Cambridge, MN 55008	
Kanabec County:	Todd Eustice, Director Kanabec County Court Services 18 North Vine Street, Suite 233 Mora, MN 55051	
Mille Lacs County:	Deb Anderson, District Supervisor Mille Lacs County 225 6 th Avenue SE Milaca, MN 56353	
Pine County:	Terry Fawcett, Director Pine County Probation 635 Northridge Dr NW Pine City, MN 55063	
Sherburne County:	J. Hancuch, Director Sherburne County Community Corrections Sherburne County Government Center 13880 Business Center Drive Elk River, MN 55330-4601	

Stearns County: Becky Bales Cramlet, Director
Stearns County Community Corrections
705 Courthouse Square #445
St. Cloud, MN 56303

Washington County: Terry Thomas, Director
Washington County Community Corrections
14949 62nd Street North
PO Box 6
Stillwater, MN 55082-0006

Wright County: Michael MacMillan, Director
Wright County Court Services
~~Wright County Government Center~~ Justice Center (T.R. 11-10-2021)
~~10 NW Second Street~~ 3700 Braddock Ave NE, Suite 1300
Buffalo, MN 55313

The addressees listed in this section shall be the authorized representatives of the parties for purposes of sending and receiving notices and communications required or permitted pursuant to this Agreement. Any party may change its address or authorized representative by written notice delivered to the other parties pursuant to this section.

Section 13.04: Independent Contractor.

For the purposes of the Agreement, each of the parties shall be deemed to be independent contractors and not employees of any of the other parties. 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 the Agreement, shall not be considered employees of any other party for any purpose.

Section 13.05: Damages.

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

Section 13.06: Failure to Pay.

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

Section 13.07: 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 13.08: Waiver of Default.

The waiver of any default by any 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 any 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 13.09: Subcontracts, Assignment

A Member County, other than Anoka County, may not subcontract, assign or otherwise transfer its obligations under this Agreement. Anoka County shall not be relieved of any of its obligations under this Agreement by virtue of any such subcontract, assignment or transfer.

Section 13.10: Successors.

Each Member County binds itself and its successors, legal representatives, and assigns to the other parties and to the partners, successors, legal representatives, and assigns of such other parties, in respect to all rights and obligations under this Agreement.

Section 13.11: Counterparts.

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

COUNTY OF BENTON

DocuSigned by:
Rhonda Sivarajah
By: 27D3CB52C23848E...
Rhonda Sivarajah
County Administrator
1/21/2022
Dated: _____

By: _____
Ed Popp, Chair
County Board of Commissioners
Dated: _____

Approved as to Form and Execution:

ATTEST

DocuSigned by:
Nancy Norman Sommer
By: 838AE4E1650A4FC...
Nancy Norman Sommer
Assistant County Attorney
1/21/2022
Dated: _____

By: _____
Montgomery Headley
County Administrator
Dated: _____

Approved as to Form and Execution:

By: _____
Phillip Miller
County Attorney

Anoka County Contract # C0008712

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

COUNTY OF BENTON

By: _____
Rhonda Sivarajah
County Administrator

By: Edward D Popp
Edward D. Popp, Chair
County Board of Commissioners

Dated: _____

Dated: 12-14-2021

Approved as to Form and Execution:

ATTEST

By: _____
Nancy Norman Sommer
Assistant County Attorney

By: Montgomery Headley
Montgomery Headley
County Administrator

Dated: _____

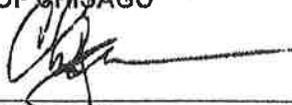
Dated: 12-14-21

Approved as to Form and Execution:

By: Michelle L. Meyer 12-16-2021
Michelle L. Meyer
Assistant County Attorney

Anoka County Contract # 2022-_____

COUNTY OF CHISAGO

By: 
Chris DuBose, Chair
County Board of Commissioner

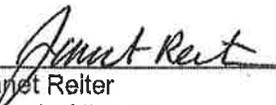
Dated: 9/1/21

ATTEST:

By: 
Chase Burnham
County Administrator

Dated: 9/1/21

Approved as to Form and Execution:

By: 
Janet Reiter
County Attorney

Dated: 6/9/2021

COUNTY OF ISANTI

By: _____
Susan Morris, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Julia Lines
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffery R. Edblad
County Attorney

Dated: _____



Anoka County Contract # 2022-_____

COUNTY OF CHISAGO

By: _____
Chris DuBose, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Chase Burnham
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Janet Relter
County Attorney

Dated: _____

COUNTY OF ISANTI

By: Susan Morris
Susan Morris, Chair
County Board of Commissioners

Dated: 12/9/21

ATTEST:

By: Julia Lines
Julia Lines
County Administrator

Dated: 12.9.21

Approved as to Form and Execution:

By: Jeffery R. Edblad
Jeffery R. Edblad
County Attorney

Dated: 12.9.21

COUNTY OF KANABEC

COUNTY OF MILLE LACS

By: 
Gene Anderson, Chair
County Board of Commissioners

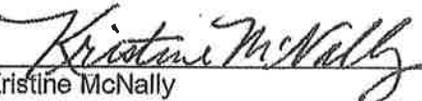
By: _____
David Oslin, Chair
County Board of Commissioners

Dated: 9/21/21

Dated: _____

ATTEST:

ATTEST:

By: 
Kristine McNally
County Coordinator/Executive Secretary

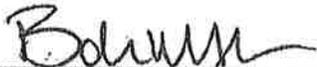
By: _____
Holly Wilson
Interim County Administrator

Dated: 9/21/21

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: 
Barbara McFadden
County Attorney

By: _____
Joe Walsh
County Attorney

Dated: 9/29/21

Dated: _____

Anoka County Contract # C0008712

COUNTY OF KANABEC

By: _____
Gene Anderson, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Kristine McNally
County Coordinator/Executive Secretary

Dated: _____

Approved as to Form and Execution:

By: _____
Barbara McFadden
County Attorney

Dated: _____

COUNTY OF MILLE LACS

By: David Oslin
David Oslin, Chair
County Board of Commissioners

Dated: 12/21/2021

ATTEST:

By: Dillon Hayes
Dillon Hayes
County Coordinator

Dated: 12/21/2021

Approved as to Form and Execution:

By: Joe Walsh
Joe Walsh
County Attorney

Dated: 12/28/21

COUNTY OF PINE

COUNTY OF SHERBURNE

By: *Stephen M. Hallan*
Stephen M. Hallan, Chair
County Board of Commissioners

By: _____
Raeanne Danielowski, Chair
County Board of Commissioners

Dated: Oct. 5, 2021

Dated: _____

ATTEST:

ATTEST:

By: *David L. Minke*
David Minke
County Administrator

By: _____
Bruce Messelt
County Administrator

Dated: Oct. 5, 2021

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: *Reese Frederickson*
Reese Frederickson
County Attorney

By: _____
Kathleen A. Heaney
County Attorney

Dated: 10/5/21

Dated: _____

By: _____
Matt Ludwig
County Board of Commissioners
ECRJC Board Representative

Anoka County Contract # C0008712

COUNTY OF PINE

COUNTY OF SHERBURNE

By: _____
Stephen M. Hallan, Chair
County Board of Commissioners

By: _____
Raeanne Danielowski, Chair
County Board of Commissioners

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
David Minke
County Administrator

By: _____
Bruce Messelt
County Administrator

Dated: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
Reese Frederickson
County Attorney

By: _____
Kathleen A. Heaney
County Attorney

Dated: _____

Dated: _____

DocuSigned by:
By: Commissioner Matt Ludwig
12504181CFB8417
Matt Ludwig
County Board of Commissioners
ECRJC Board Representative
12/23/2021

COUNTY OF PINE

COUNTY OF SHERBURNE

By: _____
Steven M. Hallan, Chair
County Board of Commissioners

By: Raeanne Danielowski
Raeanne Danielowski, Chair
County Board of Commissioners

Dated: _____

Dated: 9/21/21

ATTEST:

ATTEST:

By: _____
David Minke
County Administrator

By: B. G. Messelt
Bruce Messelt
County Administrator

Dated: _____

Dated: 9/21/21

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
Reese Frederickson
County Attorney

By: Kathleen A. Heaney
Kathleen A. Heaney
County Attorney

Dated: _____

Dated: 7 SEPTEMBER 21

By: _____
Matt Ludwig
County Board of Commissioners
ECRJC Board Representative

COUNTY OF STEARNS

DocuSigned by:
By: Tarryl L. Clark
Tarryl Clark, Chair
County Board of Commissioner
Dated: 1/18/2022

ATTEST:

DocuSigned by:
By: Michael Williams
Michael Williams
County Administrator
Dated: 1/18/2022

Approved as to Form and Execution:

By: Janelle P. Kendall
Janelle P. Kendall
County Attorney
Dated: 1/21/2022

(T.R. 04/21/2022)

COUNTY OF AITKIN

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

ATTEST:

By: _____
Jessica Seibert, County Administrator
Dated: _____

Approved as to Form and Execution:

By: _____
County Attorney
Dated: _____

(T.R. 04/15/2022)

COUNTY OF FREEBORN

By: _____
Christopher Shoff, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Thomas Jensen
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
County Attorney

Dated: _____

Anoka County Contract # C000
Washington County Contract # 14291

COUNTY OF WASHINGTON

COUNTY OF WRIGHT

DocuSigned by:

28B6321A020E107...
By: _____
Lisa Weik, Chair
County Board of Commissioners

By: _____
Mark Daleiden, Chair
County Board of Commissioners

Dated: September 14, 2021

Dated: _____

ATTEST:

ATTEST:

DocuSigned by:

BF6D5C958F3E41A...
By: _____
Kevin Corbid
County Administrator

By: _____
Lee Kelly
County Administrator

Dated: September 14, 2021

Dated: _____

Approved as to Form and Execution:

By: _____
Mike MacMillan
Court Services Director

By: Stuart Campbell
Stuart Campbell
Assistant County Attorney

Approved as to Form and Execution:

Dated: June 7, 2021

By: _____
Brian Lutes
County Attorney

Dated: _____

Anoka County Contract # C0008712

COUNTY OF WASHINGTON

By: _____
Lisa Weik, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Kevin Corbid
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Peter Orput
Assistant County Attorney

Dated: _____

COUNTY OF WRIGHT

By: 
Mark Daleiden, Chair
County Board of Commissioners

Dated: 11/30/2021

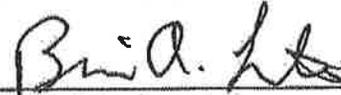
ATTEST:

By: 
Lee Kelly
County Administrator

Dated: 11/30/2021

By: 
Mike MacMillan
Court Services Director

Approved as to Form and Execution:

By: 
Brian Lutes
County Attorney

Dated: 11/30/2021

Exhibit A
(Reserved Beds)

County	Beds	Percentage
Anoka	5	22.25%
Benton	1	4.5%
Chisago	2	9%
Isanti	1	4.5%
Kanabec	.5	2%
Mille Lacs	2	9%
Pine	1	4.5%
Sherburne	1	4.5%
Stearns	1	4.5%
Washington	5	22.25%
Wright	3	13%
Total	22.5	100%

EXHIBIT B

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

THIS CONTRACT is made and entered into between _____ 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 January 1, 2022, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, _____ 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 ___ 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 _____ County _____ Department and police departments located within _____ 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 _____ County.
- (12) "Placing County Corrections Staff" means an employee of the _____ County _____ 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 January 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 _____ Beds 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:

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 _____(phone number).

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: _____ Telephone: _____

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 _____

COUNTY OF ANOKA

By: _____
Chair
County Board of Commissioners

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

Dated: _____

ATTEST:

By: _____

Title: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____

By: _____
Nancy Norman Sommer
Assistant County Attorney

Title: _____

Dated: _____

Dated: _____

EXHIBIT C
Updated 04/15/2022 Freeborn County added

Revenue Shortfall Example

- With a 23.5 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
Anoka	5	21.28	\$46,401
Benton	1	4.26	\$ 9,287
Chisago	2	8.5	\$18,529
Freeborn	1	4.26	\$ 9,287
Isanti	1	4.26	\$ 9,287
Kanabec	.5	2.13	\$ 4,643
Mille Lacs	2	8.5	\$18,529
Pine	1	4.26	\$ 9,287
Sherburne	1	4.26	\$ 9,287
Stearns	1	4.26	\$ 9,287
Washington	5	21.28	\$46,401
Wright	3	12.77	\$27,844

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