



# Board of County Commissioners Agenda Request

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Agenda Item #

**Requested Meeting Date:** June 13, 2023

**Title of Item:** Community Corrections Sobriety Court Grant Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Kameron Genz	<b>Department:</b> Community Corrections	
<b>Presenter (Name and Title):</b> Kameron Genz - Director	<b>Estimated Time Needed:</b> 0 minutes	
<b>Summary of Issue:</b> Approval to renew the Sobriety Court Grant/Cooperative Agreement in the amount of \$61,000 for Fiscal Year 2023-2024 (7/1/23-6/30/24) . \$60,000 is dedicated to Sobriety Court agent salary/fringe and \$1,000 for agent travel expenses/fuel.  This is a re-occurring/annual grant and agreement in which the Board previously authorized signature by the Community Corrections Director.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve the 2023/2024 Cooperative Agreement between Aitkin County Community Corrections and the State of MN 9th Judicial District, for the Sobriety Court grant in the amount of \$61,000.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> This revenue amount is budgeted annually in the Community Corrections budget.		

Legally binding agreements must have County Attorney approval prior to submission.

STATE OF MINNESOTA  
COOPERATIVE AGREEMENT

This Agreement is between Aitkin County Community Corrections (herein “ACCC”), 209 2<sup>nd</sup> St NW, Room 178, Aitkin, MN 56431, and the State of Minnesota, acting through its agent Ninth Judicial District, Aitkin County Sobriety Court (herein “Court”), 616 America Ave NW, Suite 250, Bemidji, MN 56601.

**Recitals**

Under Minnesota Statute § 471.59, subdivision 10, the Court is empowered to engage such assistance as deemed necessary.

The Court has established a Sobriety Court program that is designed to intervene in the lifestyles of offenders with substance use disorders and to improve public safety.

The Court and the ACCC desire to establish cooperative procedures for the implementation and effective operation of the Aitkin County Sobriety Court program.

ACCC is empowered under Minnesota law to provide probation supervision services to and participate in the Aitkin County Sobriety Court program.

The Court is in need of additional probation supervision services from ACCC coextensive with the availability of County, Court, and Federal Funds to fund such services.

**Agreement**

**1. Term of the Agreement**

- A. **Effective date:** July 1, 2023, or the date the Court obtains all required signatures under Court policy, whichever is later.
- B. **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Agreement between the Parties**

A. ACCC is responsible to:

- 1. Provide an assigned qualified probation officer to fully participate in the Aitkin County Sobriety Court process and supervise participants in Aitkin County Sobriety Court. “Assigned” probation officer means a probation officer providing supervision

4. Work in partnership in the recruitment and selection of any employee who falls under this contract. Recruitment, selection and hiring will follow and be administered by ACCC with input and recommendation from the Court.
  5. Authorize and approve employee expenses for mileage, meals, parking, purchases and miscellaneous items.
  6. Arrive at financial agreements that allow the Court and ACCC to operate within fiscally sound principles that meet the payment and receipt procedures of both ACCC and the Court. ACCC must adhere to Minnesota Judicial Branch Treatment Court Policies, including financial policies regarding treatment court expenditures.
  7. Agree on what information systems will be utilized, what data must be acquired, entered and maintained, and who has access rights to the resulting information.
  8. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs. Agree on who is responsible for payment of training and by which means payment will be made.
- C. Court, in collaboration with the treatment court team and in accordance with state and national best practice standards outlined in Minnesota Judicial Branch Policy 511.1 Treatment Court Standards, will be responsible for:
1. Program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, establishing program capacity, and alcohol and drug testing protocols.
  2. Monitor performance of employee and provide input of employee's performance to ACCC on a continual basis.
- D. Continuation
- No less than 30 days before the agreement expiration date, the parties to this agreement will meet, confer, and decide whether this agreement should be extended. If extended, ACCC and the Court agree to reconsider the funding parameters for the next term.

### **3. Payment**

## 6. Liability

Each party shall be responsible for its own acts or omissions and any liability which results as a consequence thereof.

## 7. State Audits

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

## 8. Confidentiality, Disclosure, and Use

ACCC shall not disclose to any third party any information that is inaccessible to the public pursuant to the Rules of Public Access of the Judicial Branch promulgated by the Minnesota Supreme Court. If ACCC receives a request to release information referred to in this Clause, ACCC must immediately notify the Court.

ACCC is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. Both parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires ACCC to comply with the Rules of Public Access for data received from the Court under this agreement.

## 9. Venue

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

## 10. Termination

- A. **Termination.** The Court or ACCC may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- B. **Termination for Insufficient Funding.** The Court 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 ACCC. The Court is not obligated to pay for any services that are provided after notice and effective date of termination. However, ACCC will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Court 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.