



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 8

10:55 a.m. Miranda Rosa (5 min)

RE: Drug Court Contract

Staff Contact:

Le Sueur County Drug Court Contract

This contract is for professional/technical services between Wagner & Wagner Evaluation and Consulting Services ("Contractor") and the Le Sueur County Drug Court ("LSCDC").

1. By written acceptance below, the Contractor agrees to perform the following work:
 - a) The proposed evaluation will address the following tasks in order to provide an understanding of program effectiveness and document the level of success in meeting performance benchmarks for the Ten Key Components of Drug Court, and the degree to which stated goals and objectives are achieved. Recommendations for program improvement will be included along with a presentation/training on the findings and recommendations.

Tasks:

- i. Assess program operations, implementation and overall service delivery – process evaluation.
- ii. Program outcomes and impact on drug court participants – impact and outcome evaluation.
- iii. A brief cost-benefit analysis, comparing Le Sueur County Drug Court costs versus "business as usual."
- iv. Provide a final report, electronically, that includes recommendations for program improvement.
- v. Conduct a brief oral presentation updating Le Sueur County Drug Court and the Le Sueur County Board of Commissioners on early evaluation findings by 7/30/16.
- vi. Conduct an oral presentation summarizing the findings of the evaluation to the Le Sueur County Drug Court Team and Steering Committee and provide a written copy of the full evaluation by 9/30/18.

2. Consideration and Terms of Payment

Agreement Begin Date: _____ Agreement End Date: 9/30/18

The total amount of compensation that LSCDC agrees to pay for this contract is: **\$8,000.00**. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract is included in the hourly rate.

The Contractor must submit one invoice upon completion of the above services by 9/30/18 to:

Miranda Rosa
Le Sueur County Courthouse
88 S. Park Avenue
Le Center, MN 56057

3. **Conditions of Payment.** All services provided by the Contractor pursuant to this agreement must be performed to the satisfaction of the LSCDC, as determined in the sole discretion of the LSCDC, and not in violation of any federal, LSCDC or local laws,

ordinances, rules and regulations. The Contractor will not receive payment for work found by the LSCDC to be unsatisfactory, or performed in violation of federal, LSCDC or local law, ordinance, rule or regulation. Invoices will be paid when the LSCDC's authorized agent determines that the Contractor has satisfactorily fulfilled the terms of this agreement.

4. **Cancellation.** This agreement may be cancelled by the LSCDC at any time, with or without cause, upon written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
5. **Amendments; Assignments.** Any amendments or modifications to this agreement must be in writing and will not be effective until executed by the same parties who executed this agreement or their successors in office. This contract shall not be amended to compensate the vendor over \$8,000.00. Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the LSCDC.
6. **Liability.** The Contractor agrees to indemnify, save, and hold the LSCDC, its employees and representatives harmless from any and all claims or causes of action, including attorneys' fees incurred by the LSCDC, arising from the performance of this agreement by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the LSCDC's failure to fulfill its obligations pursuant to this agreement.
7. **LSCDC Audit.** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this agreement must be made available and subject to examination by the LSCDC, including the LSCDC, Legislative Auditor, and LSCDC Auditor, for a minimum of six years from the end of this agreement.
8. **Authorized Representative.** The LSCDC's authorized representative for purposes of administration of this contract is Miranda Rosa. Such representative shall have final authority for acceptance of Contractor's services and approval of invoices.
9. **Confidentiality, Disclosure and Use.** The Contractor shall not disclose to any third party any information that is both: (A) made available by the LSCDC or its agents to Contractor in order to permit Contractor to perform hereunder or is created, gathered, generated or acquired in accordance with this agreement; and (B) inaccessible to the public pursuant to the Rules of Public Access of the Judicial Branch promulgated by the Minnesota Supreme Court. If the Contractor receives a request to release information referred to in this Clause, the Contractor must immediately notify LSCDC. The LSCDC will give the Contractor instructions concerning the release of the information to the requesting party before the information is released. Contractor acknowledges that the LSCDC will be irreparably harmed if Contractor's obligations under this section and section 9 are not specifically enforced and that the LSCDC would not have an adequate remedy at law in the event of actual or threatened violations of this section. Therefore,

without limiting section 5 of this contract, Contractor agrees that the LSCDC shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by Contractor without the necessity of the LSCDC showing actual damages or that monetary damage would not afford an adequate remedy. Contractor shall be liable to the LSCDC for reasonable attorney's fees incurred by the LSCDC in obtaining any relief pursuant to this provision.

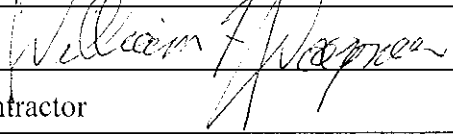
10. **Data Disclosure.** Under Minnesota Statutes, Section 270C.65, Subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the LSCDC, to federal and state agencies and LSCDC personnel involved in the payment of LSCDC obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
11. **Jurisdiction and Venue.** This agreement is governed by the laws of the LSCDC of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, will be in Le Sueur County District Court.
12. **Endorsements; Publicity.** Contractor must not claim that the LSCDC endorses its products or services. Any publicity regarding the subject matter of this contract must not be released without the prior written approval from the LSCDC's Authorized Representative, but either party may without prior approval disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
13. **Notice.** Any written notice under this contract shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United State's mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to Contractor; (2) at the invoice address set forth herein, if to the LSCDC; or (3) at such other address of which written notice has been given in accordance with this contract.
14. **Facilities and Use Conditions.** Without limiting Contractor's responsibilities under any other section of this contract, to the extent that Contractor utilizes LSCDC provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform Contractor's duties under this contract, Contractor must comply with all policies of the LSCDC and the Minnesota judicial branch as they relate to the acceptable use or operation of LSCDC facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and on Drug Free Workplace as the same may be amended and replaced from time to time.

15. **Surviving Duties.** The provisions of sections 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 18 survive any termination of this contract and so do any other provisions which by their nature would be intended or expected to survive termination.
16. **Interpretation; Integration.** Failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available under this contract or at law or in equity, or to exercise any option in this contract, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter of the contract and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented, modified or superseded by this contract.
17. **Patents.** In the event Contractor establishes a project which, although closely related, falls outside the planned and committed activities of the contract activities referenced herein, and the project does not diminish or distract from the performance of Contractor's obligations herein, Contractor's non-funded project shall not be subject to the terms of this contract, nor subject to the conditions referenced in 37 CFR 401, et. seq. In this instance, discretion shall lie with the LSCDC. Should such a project be claimed by Contractor to be the product of a non-contractual and non-funded activity, and be challenged by LSCDC, the challenge is appealable as described in 37 CFR 401.11(d).
18. **Rights in Data and Copyrights.** Contractor recognizes that the Office of Justice Programs and the Le Sueur County Drug Court reserve the right to use any material copyrighted by the Contractor for government purposes.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

1. CONTRACTOR:

Person signing attests that they are legally authorized to bind Contractor under applicable by-laws, articles, resolutions or ordinance.

Signed:	
Title:	Contractor
Date:	1/11/16

2. LE SUEUR COUNTY DRUG COURT TEAM: (authorized signature) :

By:
Title: Drug Court Coordinator
Date: