



Le Sueur County, MN

Tuesday, April 18, 2017

Board Meeting

Item 11

10:35 a.m. Miranda Rosa, Drug Court (5 min)

RE: First Judicial District Court and Le Sueur County Cooperative Agreement

Staff Contact:

LESUEUR COUNTY TREATMENT COURT
First Judicial District Court and LeSueur County
COOPERATIVE AGREEMENT

This Agreement, by and between LeSueur County and the State of Minnesota acting through its agent First Judicial District Administrator's Office (herein "Court") is entered into for the period of March 1, 2017 through June 30, 2017.

WHEREAS, the Court has established a Treatment Court program that is designed to intervene in the chemically dependent lifestyles of adult drug offenders and to improve public safety, and;

WHEREAS, the Court and LESUEUR COUNTY desire to establish cooperative procedures for the implementation and effective operation of the Treatment Court program, and;

WHEREAS, the Court wishes to enter such an Agreement with LESUEUR COUNTY to fund specialized Contracted Services for team development as more fully described in paragraph I.C. from LESUEUR COUNTY coextensive with the availability of County, State and Federal Funds for such purchase, and

WHEREAS, LESUEUR COUNTY is empowered under Minnesota law to provide services to and participate in the Treatment Court process;

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. Agreement. "This Agreement" means this Cooperative Agreement.
- B. Court. "The Court" means the First Judicial District.
- C. "Contracted Services" means:

Mileage for State Treatment Court Conference June 7-9: 110 miles round trip X 13 trips X \$.535	\$765.05
Hotel Room State Treatment Court Conference 4 team members X 2 nights X \$165.70 night.	\$1,325.60
Drug Testing Supplies: 2 boxes of 25 10-panel drug tests from Cordant (\$146 X 2)	\$292.00
Drug Testing Supplies: 2 boxes of on-site 11-panel oral swab drug tests from Cordant (\$269.50 each X 2)	\$539.00
Cordant Drug Test Services - \$20.25/collection, screen & confirmation X 100	\$2,025.00
Total	\$4,946.65

II. TERMS OF THE AGREEMENT

- A. Agreement Period. Notwithstanding the date of signatures by the parties, the Agreement period is from March 1st, 2017 through June 30, 2017, unless otherwise terminated by law or a provision of this Agreement.
- B. Payment. The Court shall reimburse LESUEUR COUNTY for the cost of Contracted Services identified in I.D. above related to the Adult Treatment Court program.
- C. Payment Rate. The Court shall compensate LESUEUR COUNTY for costs LESUEUR COUNTY incurred for the Contracted Services on behalf of Adult

Treatment Court program during each calendar quarter subject to the following limitations. The cost of the Contracted Services provided to Adult Treatment Court shall not exceed Four Thousand Nine Hundred and Forty-seven Dollars (\$4,947.00) in the period from March 1, 2017 through June 30, 2017.

D. TERMINATION

1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) Calendar days written notice to the other party. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later.
2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from county, state, or federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court.

E. ADMINISTRATION

1. Administration of the contract terms will be monitored for LESUEUR COUNTY by Miranda Rosa, Coordinator, LeSueur County, 88 S Park Ave, LeCenter, Minnesota 56057 and all inquiries shall be directed to her attention.
2. Administration of the contract terms will be monitored for the Court by Brian Jones, First Judicial District Administrator, 1620 S Frontage Road, Suite 200, Hastings, Minnesota 55033, and all inquiries shall be directed to his attention.

F. LIABLE FOR OWN ACTS.

LESUEUR COUNTY and the Court agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Court liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the acts or omissions of LESUEUR COUNTY or its employees. LESUEUR COUNTY shall require that contractors selected by it shall be insured in amounts consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of malpractice or injury to the treatment court participants served by the contractor. Each Party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits required of it.

G. COMPLIANCE WITH LAWS/STANDARDS.

Each Party to this Agreement shall abide by all Federal State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Cooperative Agreement or to the facilities, programs and staff for which the Party is responsible.

H. DATA PRIVACY.

It is expressly agreed that LESUEUR COUNTY and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act. The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. LESUEUR COUNTY shall require that its contractors comply with the requirements of the Minnesota Government Data Practices Act and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Adult Treatment Court participants.

I. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a Party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that Party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other Party.

STATE OF MINNESOTA

Date:_____

Brian Jones, First Judicial District Admin

Date:_____

Carla Heyl
State Court Administration
Senior Legal Counsel

Encumbered by:_____

COUNTY OF LESUEUR

By_____