

**DAKOTA COUNTY
COMMUNITY SERVICES COMMITTEE OF THE WHOLE**

December 8, 2020

10:00 AM or following Physical Development Committee of the Whole

View Live Broadcast

<https://www.co.dakota.mn.us/Government/BoardMeetings/CSCommittee/Pages/default.aspx>

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Emails must be received by 7:30am Tuesday, December 8, 2020.
Instructions on how to participate will be sent to anyone interested.

1. Call To Order And Roll Call

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to CountyAdmin@co.dakota.mn.us and instructions will be given to participate during the meeting. Comments are limited to five minutes.

3. Approval Of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

| | | |
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5. Regular Agenda

5.1 *Employment And Economic Assistance* - Update On Dakota-Scott Workforce Development Board 125

5.2 *Budget Office* - Update On December Changes For 2021 County Manager's Recommended Community Services Budget 127

6. Community Services Directors Report

7. Adjournment

For more information please call 651-554-5742.

Committee of the Whole agendas are available online at

<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

Public Comment can be sent to CountyAdmin@co.dakota.mn.us

**DAKOTA COUNTY
COMMUNITY SERVICES COMMITTEE OF THE WHOLE**

Meeting Minutes

**November 10, 2020
Conference Room 520, Northern Service Center**

Call To Order And Roll Call

Commissioner Mike Slavik
Commissioner Kathleen A. Gaylord
Commissioner Thomas A. Egan
Commissioner Joe Atkins
Commissioner Liz Workman
Commissioner Mary Liz Holberg
Commissioner Chris Gerlach

Also in attendance: Matt Smith, County Manager; Tom Donely, Assistant County Attorney; Marti Fischbach, Community Services Division Director; Colleen Collette, Administrative Coordinator.

Due to the local state of emergency and social distancing, Commissioners participated in this meeting in a hybrid manner, via both virtual and in-person. The Board meeting was conducted under Minn. Stat. § 13D.021.

The meeting was called to order at 11:59 a.m. by the Chair, Commissioner Mary Liz Holberg.

Video of this meeting is available on the Dakota County [website](#). The audio of this meeting is available upon request.

Audience

The Chair, Commissioner Mary Liz Holberg, noted that all public comments can be sent to countyadmin@co.dakota.mn.us

As of 8:00 a.m. on November 10, 2020, none were received.

Approval Of Agenda (Additions/Corrections/Deletions)

On a motion by Commissioner Thomas A. Egan, seconded by Commissioner Mike Slavik, the agenda was unanimously approved.

Consent Agenda

On a motion by Commissioner Kathleen A. Gaylord, seconded by Commissioner Mike Slavik, the consent agenda was unanimously approved as follows:

4.1 Approval Of Minutes

4.2 Authorization To Accept Pohlada Family Foundation Grant Funds, Execute Grant Agreement, Extend Two Grant-Funded Positions, And Amend Contract With Housing Link

WHEREAS, Dakota County Social Services recently received a one-year grant award in the amount of \$300,000 from the Pohlada Family Foundation for the period of November 1, 2020 to October 31, 2021; and

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WHEREAS, the purpose of the grant is to prevent homelessness by supporting families who are precariously housed; and

WHEREAS, Dakota County has been awarded this grant previously, including a one-year grant in 2017 and a two-year grant in 2018; and

WHEREAS, by Resolution No. 17-633 (December 12, 2017), the Dakota County Board of Commissioners authorized the hiring of two Pohlad Family Foundation grant-funded full-time equivalents (FTE) in 2018 for the grant period ending in February 2019 and by Resolution No. 18-594 (November 27, 2018), extended the current period through February 20, 2021; and

WHEREAS, staff recommends that \$182,685 of the grant funds be used to extend these two grant-funded FTE employees through the grant period ending October 31, 2021; and

WHEREAS, these staff will continue to assist and stabilize precariously housed families to prevent homelessness with short-term, high-intensity services, financial assistance, connection to resources and housing search assistance; and

WHEREAS, staff recommends that \$103,000 of the grant funds be used in direct financial assistance to 40 families to prevent homelessness and that \$4,315 of the grant funds be used for staff supervision and administration; and

WHEREAS, staff recommends that \$10,000 of the grant funds be used to amend a contract with Housing Link to operate the Landlord Risk Mitigation Fund to provide financial security to landlords concerned about renting to tenants with rental barriers, such as poor credit, evictions, or criminal background, and will support landlord recruitment and retention, for the period of November 1, 2020 through October 31, 2021; and

WHEREAS, the Landlord Risk Mitigation Fund will utilize approximately \$30,000 in unused Risk Mitigation Funds from the 2018 Pohlad grant.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director accept the grant funds in the amount of \$300,000, and execute the grant agreement with the Pohlad Family Foundation for the period of November 1, 2020 through October 31, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to extend two full-time equivalent employees in the Social Services Department contingent upon availability of grant funding; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend a contract with Housing Link to continue a corresponding Landlord Risk Mitigation Fund, and support landlord recruitment and tenancy supports, adding \$10,000 to the not-to-exceed amount and extending the end date to October 31, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds, and continue grant funded full-time equivalents, consistent with County contracting policies, inclusion of grant funds in future yearly Recommended and Adopted Budgets, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend the contract, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, contract amount and the contract term, consistent with County contracting policies, subject to approval by the

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County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately terminate the contract(s) in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

4.3 Authorization To Amend Housing And Transportation Service Contracts To Extend Terms For One Year

WHEREAS, Dakota County Social Services provides both direct and contracted services across the housing and transportation services continuum; and

WHEREAS, in order to ensure high quality services, Dakota County uses a routine Request for Proposal (RFP) process; and

WHEREAS, the contracts included in this resolution are one year in duration as a result of annual or new contracts; and

WHEREAS, Request for Proposals will be issued again in 2021 for most housing and transportation services contracts, including all the services in this resolution.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for housing and transportation services for the period of January 1, 2021 through December 31, 2021, subject to approval by the County Attorney's Office as to form, as follows:

| Service | Agency | Amount |
|--|--------------------------|---------------|
| Emergency Hotel Sheltering | Matrix Housing Services | \$1,650,000 |
| Emergency Hotel Sheltering | Ally Supportive Services | \$792,000 |
| Emergency Hotel Sheltering | The Link | \$300,000 |
| Housing Search and Stability with Subcontractors | Hearth Connection | \$996,960 |
| Emergency Shelter Services | Dakota Woodlands, Inc | \$150,860 |
| Volunteer Driver Transportation Services | GAPP Services, Inc | \$158,421 |
| Volunteer Driver Transportation Services | Hastings Family Services | \$42,000 |
| Volunteer Driver Transportation Services | Neighbors, Inc | \$24,000 |

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

4.4 Authorization To Respond To Request For Assessment Of Need/Letter Of Support From Allina Health, Regina Hospital

WHEREAS, under Minnesota Rule 9530.6800, the need for additional or expanded chemical dependency treatment programs must be determined, in part, based, on the recommendation of the county board of

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commissioners of the county in which the program will be located and the documentation submitted by the applicant at the time of application; and

WHEREAS, under Minnesota Rule 9530.6810, when an applicant for licensure for chemical dependency treatment services requests a written statement of support for a proposed chemical dependency treatment program, the county board of commissioners of the county in which the proposed program is to be located shall submit a statement to the Minnesota Department of Human Services (DHS) Commissioners that either supports or does not support the need for the applicant's program; and

WHEREAS, on September 29, 2020, Dakota County received a request from Helen Strike, President, Regina and River Falls Hospitals, requesting a written statement that supports the need for the program; and

WHEREAS, local needs assessment information suggests a need for the type of chemical dependency treatment services proposed; and

WHEREAS, Dakota County is not taking any positions about Allina Health, Regina Hospital's qualifications or ability to meet identified needs; and

WHEREAS, DHS will process Allina Health, Regina Hospital's request for a license to provide comprehensive mental health and addiction care services in their location in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to issue a letter to the Minnesota Department of Human Services stating the following: "Please consider this letter as Dakota County's support for comprehensive mental health and addiction care services in Dakota County as proposed by Allina Health, Regina Hospital."

Regular Agenda

5.1 Updates On Adult Probation And Juvenile Probation

Sarah Reetz, Deputy Director, and Jim Scovil, Deputy Director, both from Community Corrections, presented on this item and stood for questions.

This item was on the agenda for informational purposes only. No staff direction was given by Committee members; however, staff was asked to provide a report on the numbers at the Juvenile Detention Center since the start of the COVID-19 pandemic.

5.2 Update And Authorization To Execute Contract With Lyft, Inc., For Transportation Services

Robyn Bernardy, Transportation Coordinator, and Megan Zeilinger, Program Coordinator, both from Social Services presented on this item and stood for questions.

On a motion by Commissioner Liz Workman, seconded by Commissioner Mike Slavik, the following resolution was unanimously recommended to the County Board:

WHEREAS, by Resolution No. 18-174 (March 27, 2018), the Dakota County Board of Commissioners ratified the submission of a grant application to the Minnesota Department of Human Services (DHS), and authorized the Community Services Director to accept grant funds and execute the grant contract in the amount of \$100,000 for the period of January 1, 2018 through December 31, 2019; and

WHEREAS, the DHS Innovations grant allowed Department of Social Services staff to build the infrastructure and fund rides for individuals with disabilities who want to use on-demand transportation options to get to work and/or

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access their community; and

WHEREAS, access to reliable transportation is essential for residents to thrive and the County's transit options are limited for some because of limited availability and/or cost; and

WHEREAS, By Resolution No. 18-542 (October 23, 2018), the Dakota County Board of Commissioners authorized a contract with Lyft, Inc., for transportation services effective upon the date of execution through December 31, 2019, and the Community Services Director extended both the contract and the Innovations Grant through December 31, 2020, with County Attorney approval as to form; and

WHEREAS, County staff partnered with Lyft, Inc., to pilot the use of Lyft, Inc.'s, affordable and on-demand transportation model for individuals with disabilities to develop and test a new, innovative transportation option; and

WHEREAS, Lyft, Inc., worked with County staff to leverage their ridesharing platforms as well as manage the billing that will be required to access Medical Assistance (MA) waived services funding; and

WHEREAS, Lyft Inc.'s, transportation services are provided by authorized drivers using their own vehicles; and

WHEREAS, on April 24, 2020, staff issued a solicitation for on-demand transportation services, with four vendors providing responses, and a review committee comprised of County staff across the Social Services and Community Services Administration Departments recommended Lyft, Inc.; and

WHEREAS, staff recommends executing a contract with Lyft, Inc., for transportation services effective on January 1, 2021 through December 31, 2021, with automatic renewal thereafter for additional twelve month terms, unless terminated by either party with sixty days prior written notice.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Lyft, Inc., for transportation services effective on January 1, 2021 through December 31, 2021, with automatic renewal thereafter for additional twelve month terms, unless terminated by either party with sixty days prior written notice, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, within the amount budgeted, to alter the types of services provided, contract term, and contract amount, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately stop services rendered in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

5.3 Update On Emergency Sheltering Activity And Need For People Experiencing Homelessness

Evan Henspeter, Director, and Madeline Kastler, Deputy Director, both from Social Services, presented on this item and stood for questions. The Commissioners recommended that the Shelter Planning group be reconvened so that staff can provide an update on the goals of the Housing Business plan, including an evaluation of what has been accomplished with each goal, and discussion can begin on next steps toward continuing to provide shelter for persons experiencing homelessness.

Community Services Directors Report

Marti Fischbach, Director of Community Services, updated the Board on several items:

- Visits to the Northern Service Center and Western Service Center have been steadily increasing since July. These are the number of individuals who stopped at the Greeter desks, so not solely Community Services inquiries. The numbers are: July - 1100, August - 1900, September – 3300, and October 4800.
- The Eviction Prevention Program just launched and there is fast interest: as of last Friday, November 6, \$340,000 had been requested, and as of today, it is up to \$660,000.
- Continuity of Operations Plan (COOP) updates:
 - 4-H clubs who need large spaces for meetings may now reserve Dakota County Park facilities, without charge, subject to availability and adherence to safety protocols. These facilities are also available for use by Extension Master Gardener and Nutrition Educators. The feasibility of using the Extension building in Farmington continues to be evaluated.
 - Community Corrections has opened the Juvenile Service Center lobby this week in Hastings for people leaving court and needing to fulfill probation processes in person.
 - The COOP team also approved Public Health's safety plans to conduct flu immunization clinics beginning this week at remote sites across the county. Potential sites include homeless shelters, food pantries, Dakota County libraries, faith-based sites, etc.

Adjournment

On a motion by Commissioner Mike Slavik, seconded by Commissioner Kathleen A. Gaylord, the meeting was adjourned at 1:02 p.m.

Respectfully submitted,

Colleen Collette, Administrative Coordinator
Community Services Division

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE**Authorization To Amend Contract With Accord, Previously Ally People Solutions, For Office Support Services**

| | |
|---|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Community Services Administration | <input type="checkbox"/> New FTE(s) requested |
| Contact: Lerner, Kate | Board Goal: A great place to live |
| Contact Phone: (651) 554-5759 | Public Engagement Level: N/A |
| Prepared by: Collette, Colleen | |

PURPOSE/ACTION REQUESTED

Authorize execution of a contract amendment with Accord, previously Ally People Solutions (APS), for the provision of office support services for the Community Services Division (CSD).

SUMMARY

The CSD issued a Request for Proposal (RFP) on September 19, 2016, for the purchase of office support services to complement its workforce. The goal was to contract with a vendor who would provide cost-effective office support services for each of the CSD departments by providing employment opportunities for individuals with disabilities. Three proposals were received in response to the RFP. After a thorough selection process with a multi-disciplinary County review team, the team recommended that the contract be awarded to APS (Attachment A). CSD has maintained a contract with APS for support services since January 1, 2012, providing office support services at the Northern Service Center and Western Service Center. Examples of office support services include but are not limited to packet preparation, document destruction, mail functions and scanning. County staff intended to issue a solicitation for these services in 2020; however, with the advent of COVID-19 and suspension of the services for a period of time, a solicitation is planned to be issued in 2021. This will also allow County staff to take the time to do a re-refresh on the expectations and deliverables with these services.

By Resolution No. 16-592 (December 13, 2016), the Dakota County Board of Commissioners recommended a contract be executed with APS for office support services in an amount not to exceed \$400,000 for the period of January 1, 2017 through December 31, 2018. By Resolution No. 18-591 (November 27, 2018), the Dakota County Board of Commissioners recommended a two-year contract for the period of January 1, 2019 through December 31, 2020, in an amount not to exceed \$400,000 for the contract time period, \$200,000 per contract year.

County staff were notified in March that APS is now Accord. With the advent of COVID-19, services were suspended in protection of Accord and County staff. Services resumed in July 2020, yet still on a scaled back basis. As of November 18, 2020, \$256,384.25 of the \$400,000 has been billed.

OUTCOMES

These services have proven to continue to be a cost-effective way to provide office support services.

- Since 2017, Accord has maintained a 95 percent or higher quality rating on all types of office support work services performed as evidenced through supervisor surveys
- The evaluations provided by Dakota County staff clearly identify the positive impact of these services:
 - Results of quality and quantity of work performed is comparable to Dakota County staff
 - Less oversight is required by Dakota County supervisors on the tasks as the Accord Job Coach is the primary person to oversee quality assurance, freeing up Dakota County staff to focus on higher level tasks
 - Accord Job Coaches and Crew have been positive and professional in their interactions with staff, responsive and eager to take on the work

RECOMMENDATION

Staff recommends execution of a contract amendment with Accord in an amount not to exceed \$200,000 for the purchase of office support services for the period of January 1, 2021 through December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACTS

Total budget amount of \$200,000 for this contract is included in the 2021 County Manager's Recommended Budget. Rates for the service are currently \$13.91/ hour and are subject to an increase based on state minimum wage increases. This contract contains a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriate at a level sufficient to allow payment of the amounts due.

Supporting Documents:
Attachment A: Solicitation Summary

Previous Board Action(s):
16-592; 12/31/16
18-591; 11/27/18

RESOLUTION

WHEREAS, the Dakota County Community Services Division issued a Request for Proposal (RFP) on September 19, 2016, for the purchase of office support services to complement its workforce, and three proposals were received in response to the RFP; and

WHEREAS, after a thorough selection process with a multi-disciplinary County review team, staff recommended the contract be awarded to Ally People Solutions (APS); and

WHEREAS, by Resolution No. 16-592 (December 13, 2016), the Dakota County Board of Commissioners recommended a contract be executed with APS for office support services in an amount not to exceed \$400,000 for the period of January 1, 2017 through December 31, 2018; and

WHEREAS, by Resolution No. 18-591 (November 27, 2018), the Dakota County Board of Commissioners recommended a two-year contract for the period of January 1, 2019 through December 31, 2020, in an amount not to exceed \$400,000 for the contract time period, \$200,000 per contract year; and

WHEREAS, County staff were notified in March that APS is now Accord; and

WHEREAS, with the advent of COVID-19, services were suspended in protection of Accord and County staff, with services resuming in July 2020, yet still on a scaled back basis; and

WHEREAS, staff recommends execution of a contract amendment with Accord in an amount not to exceed \$200,000 for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, County staff plans to issue a solicitation for these services in 2021.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract amendment with Accord in an amount not to exceed \$200,000 for the period of January 1, 2021 through December 31, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, within the amount budgeted, to alter the types of services provided, and contract amount, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract contains a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

Solicitation Summary for Office Support Services Utilizing Supported Employment

Date of Solicitation: September 19, 2016

Number of Proposals Received: 3

Review Team Agencies: Dakota County Staff

Services Description:

Departments within the Community Services Division include Social Services, Public Health, Employment and Economic Assistance (E&EA), Community Corrections and Veteran's Services. The County has developed a workforce strategy designed to complement its office support staff needs that will provide flexible staffing to perform common functions across the Division. There will also be special projects and other cyclical or periodic work demands. It is anticipated to contract with one vendor specializing in various forms of supported employment using workers with disabilities to provide these services.

Primary Deliverables:

The preferred vendor(s) will have the capacity to work flexibly, and to staff and supervise multiple projects at a competitive cost. We invite innovative ideas to assist the County in reducing costs through the use of supported employment.

Solicitation Selection Criteria:

1. Description of the flexibility of staff and ability of organization to cover a wide variety of projects and daily assignments. Providing specific examples of tasks and capacity for those tasks.
2. Written evidence of the ability to develop creative strategies to cost-effectively and -efficiently provide services in the workplace.
3. Description of the availability and complement of staff at various skill and ability levels.
4. Written competitive price per hour for staffing based on skill and ability levels.
5. Description of your ability to provide the volume of staff necessary to cover the County's office support needs.
6. Evidence of sufficient capacity to supply replacement staff and Supervisors on an as needed basis.
7. Description of the supervisor to work group ratio and the supporting explanation for the ratio selection.
8. Description of the ability to provide ongoing, direct supervision for all staff assigned to work in Dakota County facilities.
9. Description of your ability to track and monitor work being performed by time, project, per department and process of reconciliation if required.
10. Description of your experience in setting quality assurance standards to insure that assignments are accurately completed on a timely basis.
11. Demonstration of your commitment to provide transportation for staff directly or insure that they have reliable transportation to and from work.

12. Description of your willingness to conduct background checks on all workers and Supervisors and have this information on file prior to staff assignment in Dakota County.
13. Description of your ability to meet all insurance requirements, and be compliant with Dakota County's Standard Assurances.

Evaluation Results: The RFP review team recommended Ally People Solutions for services contract

Rationale of Recommended Vendor: The above selection criteria was reviewed and scored by the evaluation team. Ally People Solutions received the highest score from the evaluation team.

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE**Authorization To Execute Contract Amendments With Vendors For Interpretation And Translation Services**

| | |
|---|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Community Services Administration | <input type="checkbox"/> New FTE(s) requested |
| Contact: Lerner, Kate | Board Goal: A great place to live |
| Contact Phone: (651) 554-5759 | Public Engagement Level: N/A |
| Prepared by: Collette, Colleen | |

PURPOSE/ACTION REQUESTED

Authorize execution of contract amendments with vendors for interpretation and translation services.

SUMMARY

Dakota County requires interpretation and translation services to meet the needs of residents who have Limited English Proficiency (LEP), or who are deaf or hard of hearing. These services are also essential in helping Dakota County meet its priorities around Inclusion, Diversity and Equity.

A Request for Proposal (RFP) was issued on September 19, 2016, for the purchase of interpretation and translation services for Dakota County. Twenty-five proposals were received in response to the RFP. A review team comprised of Dakota County staff reviewed the proposals. By Resolution No. 16-593 (December 13, 2016), the Dakota County Board of Commissioners authorized contracts with 13 vendors for the period of January 1, 2017 through December 31, 2020. See Attachment A, Solicitation Summary.

While the contracts are written to be accessed Countywide, the primary user of interpreter and related services is the Community Services Division. Several conversations that led to multiple efficiencies and improvements in service delivery have occurred over the past four years, as well as some vendors no longer providing services to Dakota County and others coming on as new vendors. County staff planned to issue a solicitation in 2020 for these services; however, with the advent of COVID-19, a solicitation will be issued in 2021.

Over the past eight months, our interpreter and translation vendors have risen to the occasion of meeting the needs of our County staff and our residents in working to provide services in many different forms other than in person services, which has been greatly appreciated. The purpose of this request is to amend the contracts for one more year to allow continued service provision to Dakota County residents, and to give the Dakota County Interpreter Team the opportunity and time to do a re-refresh on the expectations and deliverables with these services in preparation for the 2021 solicitation. The current rates are listed in Attachment B.

OUTCOMES

To ensure vendor accountability, vendors are responsible for ongoing training of interpreters and quality control systems, the following are additional expectations:

- Ongoing discussions as needed to discuss process improvements, and to identify and find solutions for problems as they arise, e.g., the advent of COVID-19 resulted in many of these discussions with vendors
- County staff has easy access to the vendors to promptly manage problems or concerns on a daily basis
- A Code of Ethics and Competency Standards is included in all contracts

RECOMMENDATION

Staff recommends execution of contract amendments with Ad Astra Inc., Alliance Interpreting Services, LLC, ARCH Language Network, Inc., ASL Interpreting Services, Betmar Languages Inc., Fox Medical Case Management, Itasca Corporation, Keystone Interpreting Solutions, Inc., Kim Tong Translation Services Inc., Language Line Services, Inc., Middle English Interpreting, Inc., and The Minnesota Language Connection for the period of January 1, 2021 through December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2021 County Manager's Recommended Budget includes sufficient funding to continue to pay for services provided through these contracts. These contracts contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Supporting Documents:

Attachment A: Solicitation Summary

Attachment B: Rate Sheet

Previous Board Action(s):

16-593; 12/13/16

RESOLUTION

WHEREAS, Dakota County requires interpretation and translation services to meet the needs of residents who have Limited English Proficiency, or who are deaf or hard of hearing; and

WHEREAS, these services are also essential in helping Dakota County meet its priorities around Inclusion, Diversity and Equity; and

WHEREAS, a Request for Proposal (RFP) was issued on September 19, 2016, to solicit proposals for the purchase of interpretation and translation services for Dakota County; and

WHEREAS, twenty-five proposals were received in response to the RFP and a review team comprised of Dakota County staff reviewed the proposals; and

WHEREAS, by Resolution No. 16-593 (December 13, 2016), the Dakota County Board of Commissioners authorized contracts with 13 vendors for the period of January 1, 2017 through December 31, 2020; and

WHEREAS, while the contracts are written to be accessed Countywide, the primary user of interpreter and related services is the Community Services Division; and

WHEREAS, several conversations that led to multiple efficiencies and improvements in service delivery have occurred over the past four years, as well as some vendors no longer providing services to Dakota County and others coming on as new vendors; and

WHEREAS, County staff planned to issue a solicitation in 2020 for these services; however, with the advent of COVID-19, a solicitation will be issued in 2021; and

WHEREAS, over the past eight months, our interpreter and translation vendors have risen to the occasion of meeting the needs of our County staff and our residents in working to provide services in many different forms other than in person services, which has been greatly appreciated; and

WHEREAS, the purpose of this request is to amend the contracts for one more year to allow continued service provision to Dakota County residents, and to give the Dakota County Interpreter Team the opportunity and time to do a re-refresh on the expectations and deliverables with these services in preparation for the 2021 solicitation; and

WHEREAS, staff recommends execution of contract amendments with Ad Astra Inc., Alliance Interpreting Services, LLC, ARCH Language Network, Inc., ASL Interpreting Services, Betmar Languages Inc., Fox Medical Case Management, Itasca Corporation, Keystone Interpreting Solutions, Inc., Kim Tong Translation Services Inc., Language Line Services, Inc., Middle English Interpreting, Inc., and The Minnesota Language Connection for the period of January 1, 2021 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contract amendments for interpretation and translation services with Ad Astra Inc., Alliance Interpreting Services, LLC, ARCH Language Network, Inc., ASL Interpreting Services, Betmar Languages Inc., Fox Medical Case Management, , Itasca Corporation, Keystone Interpreting Solutions, Inc., Kim Tong Translation Services Inc., Language Line Services, Inc., Middle English Interpreting, Inc., and The Minnesota Language Connection for the period of January 1, 2021 through December 31, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the types and amount of services provided, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That these contracts contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

Solicitation Summary

Date of Solicitation: September 19, 2016

Number of Proposals Received: A total of 25 proposals were received from the following vendors: Ad Adastra, All World Language Consultants, All Hands Interpreting, ARCH Language Network, ASL Interpreting, Betmar, Coda Brothers, Communications Consulting Group, Fox Translation, Global Interpreting Network, Interpreters Unlimited, Itasca Corporation, Key Stone Interpreting, Kim Tong Translation, Language Line, LATN Language Solutions, Linguistica International, Lionbridge, Middle English, Minnesota Language Connections, PGLS LLC, Propio Language, RussTech, Telelanguage, and University Language Center

Review Team Agencies: Dakota County staff

Services Description: Dakota County requires interpretation and translation services to meet the needs of residents who have Limited English Proficiency (LEP), or who are deaf or hard of hearing.

Primary Deliverables: To ensure vendor accountability, vendors are responsible for ongoing training of interpreters and quality control systems, the following are additional expectations:

- Ongoing discussions as needed to discuss process improvements, and to identify and find solutions for problems as they arise.
- County staff have easy access to the vendors to promptly manage problems or concerns on a daily basis.
- A Code of Ethics and Competency Standards is included in all contracts, and are expected to be upheld.
- Vendors are required to hire qualified interpreters who have been screened for cultural competency and tested for language proficiency.
- Criminal background checks must be conducted on all interpreters prior to their receiving an assignment in Dakota County.
- Vendors must be Health Insurance Portability and Accountability (HIPAA) compliant.

Solicitation Selection Criteria: Criteria included but was not limited to:

- Proven capacity and experience providing general, corrections, probation, and medical interpretation.
- Additional consideration was given to vendors who demonstrated the ability to access third party insurance reimbursement through contracted relationships and were competitive with rates.
- It also was a clear expectation that all vendors will provide services throughout Dakota County without additional fees for mileage, and have the capacity to supply interpreters for less common languages, such as African dialects.

Evaluation Results: After a thorough review of all proposals, the review team recommended the execution of contracts for interpretation and translation services to meet the needs of residents who have Limited English Proficiency, or who are deaf or hard of hearing with Ad Astra Inc., All Hands Interpreting Services Inc., ARCH Language Network, ASL Interpreting Services, Betmar Languages Inc., Fox Translation Services, Itasca Interpretation Services, Keystone Interpreting Solutions, Kim Tong Translation Services Inc., Language Line Solutions, Middle English Interpreting, Minnesota Language Connection Inc., and University Language Center for the period of January 1, 2017 through December 31, 2020.

Rationale of Recommended Vendors: The recommended vendors met both the breadth and array of interpretation and translation services required to meet the needs of Dakota County residents, and were willing to meet the contract expectations and requirements.

Interpretation and Translation Rate Sheet

| Service: Face to Face Interpretation | Rate | Minimum |
|---|----------------|--------------------------|
| On-Site Spoken (7:00AM – 8:00PM) | \$40.00 / Hour | 1 Hour |
| After Hours (8:00PM – 7:00AM) | \$45.00 / Hour | 1 Hour |
| Weekends & Holidays | \$45.00 / Hour | 1 Hour |
| Cancelation Fee | \$40.00 | Less than 24 hour notice |
| Client No-Show | \$40.00 | |
| Time will be billed in 15-minute increments after scheduled time has elapsed | | |
| | | |
| Service: Face to Face Interpretation | Rate | Minimum |
| Sign Language (7:00AM – 8:00PM) | \$65.00 / Hour | 2 Hours |
| After Hours (8:00PM – 7:00AM) | \$72.00 / Hour | 2 Hours |
| Weekends & Holidays | \$72.00 / Hour | 2 Hours |
| Cancelation Fee | \$130.00 | Less than 48 hour notice |
| Client No-Show | \$130.00 | |
| Time will be billed in 15-minute increments after scheduled time has elapsed | | |
| | | |
| Service: Telephone Interpretation | Rate | Minimum |
| All Languages | \$.90 / Minute | 1 Minute |
| | | |
| Service: Document Translation | Rate | Minimum |
| Spanish | \$0.10 / Word | |
| All other languages | \$0.15 / Word | |
| | | |
| Additional Services | | |
| Any services that incur additional costs including but not limited to: specialty appointment such as legal and advanced medical, additional certifications such as Court Certified, and Court Rostered, video production, audio production, and special projects, may be authorized with prior permission from the Department purchasing the service. | | |

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE**Authorization To Execute Contracts And Joint Powers Agreements For Community Corrections Services**

| | |
|-----------------------------------|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Community Corrections | <input type="checkbox"/> New FTE(s) requested |
| Contact: Fischbach, Marti | Board Goal: A great place to live |
| Contact Phone: (651) 554-5618 | Public Engagement Level: N/A |
| Prepared by: DeFoe, Debi | |

PURPOSE/ACTION REQUESTED

Authorize execution of contracts and joint powers agreements (JPAs) for Community Corrections services.

SUMMARY

Community Corrections supervises adults and juveniles placed on probation by the courts. Probation staff focuses on community safety and reducing recidivism in their supervision of these individuals. Supervision, services and court ordered programs are provided through specialized vendors. These vendors and the services they provide are as follows: General Security Services Corporation provides Sentence to Service (STS) adult work crew supervision in the community as an alternative to spending time in jail; Midwest Monitoring and Surveillance provides electronic monitoring services for adults and juveniles; Nystrom and Associates, Ltd., provides dual diagnosis wrap-around facilitation services for juveniles; and River Ridge, LLC, provides One Day Driving While Intoxicated (DWI) program services for first time DWI clients ages 18 and over. See Attachment A for One Day DWI Solicitation Summary, and Attachment B for Electronic Monitoring Solicitation Summary.

The JPAs are with several public entities that purchase work crew services through the Sentence to Service (STS) program for non-violent adults receiving probation services as an alternative to being ordered to jail. The public entities include: The Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, and Lakeville, Independent School District (ISD) 197, and the Minnesota Department of Transportation (MnDOT). Community Corrections also has Memorandums of Understanding (MOU's) with the Dakota County Parks and Transportation Departments. See Attachment C, JPAs & MOUs with Public Entities.

OUTCOMES

Attachment D, Outcomes, outlines the expectations for the services referenced in the Summary.

RECOMMENDATION

Staff recommends executing contracts with the vendors for the services and at the rates listed in the Resolution for the period of January 1, 2021 through December 31, 2022.

Staff also recommends executing JPAs with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights and Lakeville, ISD 197, and MnDOT to purchase STS services from Dakota County at a cost of \$481.00 per day for the period of January 1, 2021 through December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACTS

The total annual budget for these contracts is \$530,000, which is included in the 2021 County Manager's Recommended Budget and will be included in the 2022 County Manager's Recommended Budget. Community Corrections contracts and JPAs generate approximately \$176,300 from the purchase of STS work crew services, and additional revenue is received from the Minnesota Department of Corrections grants. A zero percent cost of living-adjustment (COLA) has been applied to the 2021 rates, and a COLA will be applied to the 2022 rates as applicable, pending authorization by the County Board. The service-related contracts shall contain a provision that allows the County to immediately terminate contracts in the event sufficient funds from county, state or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Supporting Documents:

- Attachment A: One-Day DWI Program Solicitation Summary
- Attachment B: Electronic Monitoring Solicitation Summary
- Attachment C: JPAs and MOUs With Public Entities
- Attachment D: Outcomes

Previous Board Action(s):

RESOLUTION

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services and court-ordered programs are provided through direct care delivery and purchased services and a variety of services are in place to meet the varied needs of these individuals; and

WHEREAS, Sentence to Service (STS) provides supervised work crews for non-violent adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, staff recommends executing contracts with the vendors for the services and at the rates listed in the Resolution for the period of January 1, 2021 through December 31, 2022; and

WHEREAS, staff recommends joint powers agreements with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, and Lakeville, Independent School District 197, and the Minnesota Department of Transportation, and memorandums of understanding between the Dakota County Community Corrections Department and the Dakota County Parks and Transportation Departments for the purchase of guaranteed STS work crew days at a rate of \$481 per day for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, funding for these contracts and revenue from STS related joint powers agreements with cities, Independent School District 197, and the Minnesota Department of Transportation, and the memorandums of understanding with the Dakota County Parks and Transportation Departments is included in the 2021 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts with the following vendors at the rates listed for Community Corrections services for the period of January 1, 2021 through December 31, 2022, subject to approval by the County Attorney's Office as to form:

| Agency | Services | Rate |
|--|---|---|
| General Security Services Corporation (GSSC) | <ul style="list-style-type: none"> • Sentence to Service Work Crew Supervision | <ul style="list-style-type: none"> • \$357 per work crew day |

| | | |
|---|---|---|
| Midwest Monitoring and Surveillance, Inc. | <ul style="list-style-type: none"> • Electronic Monitoring Services | <p>Adult Fees (These Fees include a \$2.50/day per client administrative fee)</p> <ul style="list-style-type: none"> • RF House Arrest (Landline): \$11.50 per day • RF House Arrest (Ethernet): \$12.50 per day • RF House Arrest (Cellular): \$14.00 per day <ul style="list-style-type: none"> o Breath Alcohol (Cellular): \$11.00 per day o Transdermal Alcohol (Landline): \$12.25 per day o Transdermal Alcohol (Ethernet): \$13.25 per day o Transdermal Alcohol (Cellular): \$14.25 per day o GPS: \$14.25 per day o Breath Alcohol (Cellular) + RF House Arrest (Landline) \$13.25 per day o Breath Alcohol (Cellular) + RF House Arrest (Ethernet) \$14.25 per day o Breath Alcohol (Cellular) + RF House Arrest (Cellular) \$15.25 per day o Transdermal Alcohol + RF House Arrest (Landline) \$13.25 per day o Transdermal Alcohol + RF House Arrest (Ethernet) \$14.25 per day o Transdermal Alcohol + RF House Arrest (Cellular) \$15.25 per day o Breath Alcohol + GPS: \$15.25 per day o Equipment Deposit (outside MN/WI or flight risk): \$500 o Service Calls: \$45.00 <p>Juvenile Fees</p> <ul style="list-style-type: none"> • GPS Tracking: \$ 6.00 per day • GPS Tracking + RF House Arrest: \$ 7.50 per day • RF House Arrest: \$ 4.00 per day • RF House Arrest with Ethernet: \$ 5.50 per day • Breath Alcohol (Cellular) + GPS: \$ 9.00 per day • Transdermal Alcohol (Ethernet) + GPS: \$11.25 per day • Transdermal Alcohol (Cellular) + GPS: \$12.25 per day • Out of office installation: \$30.00 • Service Calls: \$45.00 |
| Nystrom and Associates, LTD | <ul style="list-style-type: none"> • Wrap-Around Dual Diagnosis Facilitation Services • Travel Time | <ul style="list-style-type: none"> • \$52 per hour • Travel with client: Internal Revenue Service Mileage Rate + \$0.46 per mile to cover administrative costs • Travel without client: Internal revenue Service Mileage Rate |
| River Ridge, LLC | <ul style="list-style-type: none"> • One Day Driving While Intoxicated (DWI) Program Services | <ul style="list-style-type: none"> • \$125 per program participant • \$10 rescheduling fee ((\$25 charged to client) |

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, and Lakeville, Independent School District 197, and the Minnesota Department of Transportation, and memorandums of understanding between the Dakota County Community Corrections Department and the Dakota County Parks and Transportation Departments for the purchase of guaranteed Sentence to Service work crew days at a rate of \$481 per day for the period of January 1, 2021 through December 31, 2021, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the service-related contracts in the event funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend the service-related contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, contract amount and the contract term, consistent with the County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the service rates authorized for the period of January 1, 2022 through December 31, 2022, shall be increased by the inflation rate used in the Dakota County budget process as authorized by the Dakota County Board of Commissioners effective January 1, 2022, as applicable.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

Solicitation Summary for One Day Driving While Intoxicated (DWI) Program**Date of Solicitation: October 3rd, 2016****Number of Proposals Received: 2****Review Team Agencies: Dakota County Staff****Services Description:**

Chemical health education with a specific emphasis on alcohol abuse and the decision process related to drinking and driving. This should include cognitive behavioral approach, practice problem solving and interactive skill building to prevent recidivism. This programming should be aligned with correctional evidence based practices. The Contractor will provide an alcohol screening tool, develop a process for completing the screening tool as part of the One-Day DWI program and complete scoring. The Contractor will be responsible for forwarding results of this screening to the Minnesota Department of Public Safety. Participants who are assessed as in need of further chemical health education or treatment will be given information regarding options by the Contractor. The classes will be offered on the same day as the Victim Impact Panels. The Contractor will keep track of client participation and completion of services including the full education day and Victim Impact Panel and report on each client to Community Corrections.

Primary Deliverables:

1. To reduce DWI recidivism through education that includes skill development and cognitive behavioral approaches to help individuals with DWI offenses to increase their knowledge about alcohol and drugs as these substances relate to driving skills. To assist individuals with identifying their own drinking/drug use and driving patterns, and to develop problem solving skills and plans that will reduce the probability of future DWI behavior.
2. To reduce DWI offenses by confronting the behavior and attitudes of individuals on a personal rather than an institutional level with attendance at a DWI Victim Impact Panel.
3. To complete an alcohol problem screening and to offer information on how to obtain assistance for those who may need additional chemical health services.
4. To provide education on DWI laws and the legal consequences of drinking and driving.

Solicitation Selection Criteria:

1. Agency's experience and qualifications to deliver the program.
2. Identify how your program will be organized to meet the state program goals. Also, describe the curriculum and assessment tools to be used.
3. Specify how you manage administrative tasks such as registration, site selection and payment for goods and services for Community Corrections.
4. Who will provide the Victim Impact Panel portion of the training?
5. Who are your trainers and what are their qualifications?
6. Suggest sites where you would provide the services.

7. Itemize the expenses in delivery of the program and specify the course fee needed to provide the services.
8. Indicate whether or not your program would be able to provide interpreter services.

Evaluation Results: The Request for Proposal review team recommended River Ridge, LLC, to provide the One Day DWI Program services.

Rationale of Recommended Vendor: Besides reviewing and scoring the above selection criteria, the RFP review team interviewed both respondents. River Ridge, LLC, scored higher on the selection criteria and the interview process.

Solicitation Summary for Electronic Monitoring Services**Date of Solicitation: August 1, 2018****Number of Proposals Received: 10****Review Team Agencies: Dakota County Staff****Services Description:**

1. Target Population:
 - a. Adult: Clients court ordered to participate in electronic monitoring (EM) programs and/or related services.
 - b. Juvenile: Clients court order to EM or GPS to participate in the New Chance Program.
2. Services:
 - a. Contractor will hire a full time Intake Specialist, who will work on site in Hastings as needed to assist in the day to day management of EM programming.
 - b. Orientation and equipment hook-up will be handled individually; primarily at either a County office or the Contractor's office.
 - c. Contractor will maintain documents such as forms and handbooks as necessary to operate each program.
 - d. Contractor will utilize the Language Line or other resources to communicate with clients who have English as a second language.
 - e. Contractor will store a limited amount of equipment on site in Hastings for use by County staff.
 - f. Service duration is determined by time ordered by the Court or by length of time participating in the New Chance Program.

Primary Deliverables:

1. 90 percent of EM clients will successfully complete their EM programs.
2. 90 percent of EM clients will start the program within 21 days of referral.

Solicitation Selection Criteria:

1. Description of your company; outlining your history of working with electronic monitoring and related services.
2. Describe ability to meet the desired features of electronic monitoring and related services as described in the Request For Proposal.
3. Fee schedule for all billable services.
4. Describe your client fee collection protocol.
5. References.

Evaluation Results: The Review Team recommended Midwest Monitoring & Surveillance to continue as the Electronic Monitoring provider.

Rationale of Recommended Vendor: The Review Team developed an average score on each of the selection criteria for each of the 10 respondents. The three with the highest scores were brought in for interviews. References were also checked. From that process, The Review Team selected Midwest Monitoring & Surveillance.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF APPLE VALLEY
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Apple Valley, 7100 West 147th Street, Apple Valley, MN 55124, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount of \$27,417.00 at a rate of \$481.00 per day for fifty-seven (57) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

1.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

1.4 Definitions.

a) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.1 General Description. City will purchase 57 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.2 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$27,417.00. The County will invoice the City for actual crew days worked up to 57 days at a cost of \$481.00 per day. The City

agrees to pay the County \$13,708.50 no later than May 31, 2021, and shall pay the remaining \$13,708.50 no later than October 1, 2021.

2.3 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.4 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.2 Payment. The County will submit invoices to the City for payment by the City.

3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.4 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 40 crew days per year without additional cost to the City if additional days are available.

4. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION.

6.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.

6.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically

stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
- B. Failure to perform services or provide payment within the time specified in this Agreement.
- C. Failure to perform any other material provision of this Agreement.
- D. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.

6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.

6.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:

- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with each other regarding transition of services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
- E. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
- F. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- H. Make final payment in accordance with this Agreement for Services satisfactorily performed.

6.6 Effect of Termination for Cause or without Cause.

- A. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
- B. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

County Liaison:

Mike Endres
Parks Superintendent
7100 West 147th Street
Apple Valley, MN 55124
Phone Number: 952-953-2300

Leanne Walter
Community Corrections Supervisor
Phone Number: 651-438-8336

9. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

10.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____

Title _____
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

CITY OF APPLE VALLEY

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)
Title _____
Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF BURNSVILLE
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Burnsville, 100 Civic Center Parkway, Burnsville, MN 55337, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount of \$18,278.00 at a rate of \$481.00 per day for thirty-eight (38) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

2. GENERAL PROVISIONS.

2.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

2.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

2.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2.4 Definitions.

c) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

d) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.5 General Description. City will purchase 38 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

- 2.6 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$18,278.00. The County will invoice the City for actual crew days worked up to 38 days at a cost of \$481.00 per day. The City agrees to pay the County \$9,139.00 no later than May 31, 2021 and shall pay the remaining \$9,139.00 no later than October 1, 2021.
- 2.7 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.
- 2.8 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

5. COUNTY'S RIGHTS AND OBLIGATIONS.

3.5 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.6 Payment. The County will submit invoices to the City for payment by the City.

3.7 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.8 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 40 crew days per year without additional cost to the City if additional days are available.

6. LIABLE FOR OWN ACTS.

- 4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.
- 4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. TERMINATION.

- 11.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.

- 11.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- E. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - F. Failure to perform services or provide payment within the time specified in this Agreement.
 - G. Failure to perform any other material provision of this Agreement.
 - H. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 11.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 11.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 11.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- I. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - J. Complete performance of any work that is not discontinued by the Notice of Termination.
 - K. Cooperate with each other regarding transition of services.
 - L. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - M. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - N. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - O. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - P. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 11.6 Effect of Termination for Cause or without Cause.
- C. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - D. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

12. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

13. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Jon Nissen
 Parks Maintenance Superintendent
 13713 Frontier Court
 Burnsville, MN 55337
 Phone Number: 952-895-4521

County Liaison:

Leanne Walter
 Community Corrections Supervisor
 Phone Number: 651-438-8336

14. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

15. COMPLIANCE WITH LAWS/STANDARDS.

- 15.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.
- 15.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

- 11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____

Title _____

Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

CITY OF BURNSVILLE

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)

Title _____

Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF EAGAN
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Eagan, 3830 Pilot Knob Road, Eagan, MN 55122, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount of \$19,240.00 at a rate of \$481.00 per day for forty (40) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

3. GENERAL PROVISIONS.

3.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

3.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

3.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all services have been satisfactorily performed and final payment is made, whichever occurs first.

3.4 Definitions.

e) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

f) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.9 General Description. City will purchase 40 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.10 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$19,240.00. The County will invoice the City for actual crew days worked up to 40 days at a cost of \$481.00 per day. The City

agrees to pay the County \$9,620.00 no later than May 31, 2021, and shall pay the remaining \$9,620.00 no later than October 1, 2021.

2.11 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.12 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

7. COUNTY'S RIGHTS AND OBLIGATIONS.

3.9 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.10 Payment. The County will submit invoices to the City for payment by the City.

3.11 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.12 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 40 crew days per year without additional cost to the City if additional days are available.

8. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

16. TERMINATION.

16.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.

- 16.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- I. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - J. Failure to perform services or provide payment within the time specified in this Agreement.
 - K. Failure to perform any other material provision of this Agreement.
 - L. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 16.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 16.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances and relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 16.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- Q. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - R. Complete performance of any work that is not discontinued by the Notice of Termination.
 - S. Cooperate with each other regarding transition of services.
 - T. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - U. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - V. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - W. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - X. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 16.6 Effect of Termination for Cause or without Cause.
- E. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.
 - F. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

17. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

18. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Paul Graham
 Superintendent of Parks
 3501 Coachman Road
 Eagan, MN 55122
 Phone Number: 651-675-5300

County Liaison:

Leanne Walter
 Community Corrections Supervisor
 Phone Number: 651-438-8336

19. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

20. COMPLIANCE WITH LAWS/STANDARDS.

20.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

20.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____

Title _____

Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

CITY OF EAGAN

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)

Title _____

Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF FARMINGTON
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Farmington, 430 Third Street, Farmington, MN 55024, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount of \$4,810.00 at a rate of \$481.00 per day for ten (10) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

4. GENERAL PROVISIONS.

4.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

4.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

4.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

4.4 Definitions.

g) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

h) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.13 General Description. City will purchase 10 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least thirty calendar days in advance of the work by the City and the County.

2.14 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$4,810.00. The County will invoice the City for actual crew days worked up to 10 days at a cost of \$481.00 per day. The City

agrees to pay the County \$2,405.00 no later than May 31, 2021, and shall pay the remaining \$2,405.00 no later than October 1, 2021.

2.15 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.16 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

9. COUNTY'S RIGHTS AND OBLIGATIONS.

3.13 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.14 Payment. The County will submit invoices to the City for payment by the City.

3.15 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.16 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 10 crew days per year without additional cost to the City if additional days are available.

10. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

21. TERMINATION.

21.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.

- 21.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- M. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - N. Failure to perform services or provide payment within the time specified in this Agreement.
 - O. Failure to perform any other material provision of this Agreement.
 - P. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 21.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 21.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 21.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- Y. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - Z. Complete performance of any work that is not discontinued by the Notice of Termination.
 - AA. Cooperate with each other regarding transition of services.
 - BB. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - CC. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - DD. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - EE. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - FF. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 21.6 Effect of Termination for Cause or without Cause.
- G. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - H. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

22. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

23. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Jeremy Pire
 City of Farmington
 430 Third Street
 Farmington, MN 55024
 Phone Number: 651-280-6845

County Liaison:

Leanne Walter
 Community Corrections Supervisor
 Phone Number: 651-438-8336

24. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

25. COMPLIANCE WITH LAWS/STANDARDS.

25.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

25.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____

Title _____

Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

CITY OF FARMINGTON

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)

Title _____

Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF INVER GROVE HEIGHTS
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Inver Grove Heights, 8168 Barbara Avenue, Inver Grove Heights, MN 55077, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount of \$28,860.00 at a rate of \$481.00 per day for sixty (60) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

5. GENERAL PROVISIONS.

5.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

5.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

5.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

5.4 Definitions.

- i) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.
- j) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.17 General Description. City will purchase 60 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least 30 calendar days in advance of the work by the City and the County.

2.18 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$28,860.00. The County will invoice the City for actual crew days worked up to 60 days at a cost of \$481.00 per day. The City

agrees to pay the County \$14,430.00 no later than May 31, 2021, and shall pay the remaining \$14,430.00 no later than October 1, 2021.

2.19 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.20 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

11. COUNTY'S RIGHTS AND OBLIGATIONS.

3.17 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.18 Payment. The County will submit invoices to the City for payment by the City.

3.19 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.20 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 60 crew days per year without additional cost to the City if additional days are available.

12. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

26. TERMINATION.

26.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.

- 26.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- Q. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - R. Failure to perform services or provide payment within the time specified in this Agreement.
 - S. Failure to perform any other material provision of this Agreement.
 - T. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 26.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 26.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 26.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- GG. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - HH. Complete performance of any work that is not discontinued by the Notice of Termination.
 - II. Cooperate with each other regarding transition of services.
 - JJ. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - KK. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - LL. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - MM. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - NN. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 26.6 Effect of Termination for Cause or without Cause.
- I. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - J. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

27. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

28. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Brian Swoboda
Parks Supervisor
8168 Barbara Avenue
Inver Grove Heights, MN 55077
Phone Number: 651-450-2582

County Liaison:

Leanne Walter
Community Corrections Supervisor
Phone Number: 651-438-8336

29. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

30. COMPLIANCE WITH LAWS/STANDARDS.

30.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

30.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No _____

COUNTY OF DAKOTA

By _____

Title _____

Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

CITY OF INVER GROVE HEIGHTS

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)

Title _____

Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND THE CITY OF LAKEVILLE
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and the City of Lakeville, 20195 Holyoke Avenue, Lakeville, MN 55044, hereinafter "City." This Agreement uses the word "parties" for both County and City.

WHEREAS, the County and the City are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The City will pay the County a total amount of \$20,202.00 at a rate of \$481.00 per day for forty-two (42) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the City for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

6. GENERAL PROVISIONS.

6.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the City with respect to Sentence to Service ("STS") work crews.

6.2 Cooperation. The County and the City shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. City and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

6.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

6.4 Definitions.

k) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

l) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.21 General Description. City will purchase 42 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least 30 calendar days in advance of the work by the City and the County.

2.22 Total Cost. The total amount to be paid by the City pursuant to this Agreement shall not exceed \$20,202.00. The County will invoice the City for actual crew days worked up to 42 days at a cost of \$481.00 per day. The City

agrees to pay the County \$10,101.00 no later than May 31, 2021, and shall pay the remaining \$10,101.00 no later than October 1, 2021.

2.23 Work Projects. The City will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a City representative and the Crew leader approve in writing that work has been satisfactorily completed.

2.24 Crew. Work crew members, including the GSSC work crew leader, are not employees of the City or the County.

13. COUNTY'S RIGHTS AND OBLIGATIONS.

3.21 General Description.

The County will:

- Provide STS work crews for the City pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the City under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.22 Payment. The County will submit invoices to the City for payment by the City.

3.23 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.24 Other Work. The County may, at its discretion, offer the City the opportunity to use more than 42 crew days per year without additional cost to the City if additional days are available.

14. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the City for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this City on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of City but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the City.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

31. TERMINATION.

31.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.

- 31.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- U. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - V. Failure to perform services or provide payment within the time specified in this Agreement.
 - W. Failure to perform any other material provision of this Agreement.
 - X. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 31.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 31.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 31.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- OO. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - PP. Complete performance of any work that is not discontinued by the Notice of Termination.
 - QQ. Cooperate with each other regarding transition of services.
 - RR. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - SS. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - TT. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - UU. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - VV. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 31.6 Effect of Termination for Cause or without Cause.
- K. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - L. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

32. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

33. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

John Hennen
 Director of Parks and Recreation
 City of Lakeville
 2019 Holyoke Avenue
 Lakeville, MN 55044
 Phone Number: 952-985-4601

County Liaison:

Leanne Walter
 Community Corrections Supervisor
 Phone Number: 651-438-8336

34. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

35. COMPLIANCE WITH LAWS/STANDARDS.

35.1 General. City shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the City is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

35.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No.

COUNTY OF DAKOTA

By _____

Title _____

Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

CITY OF LAKEVILLE

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)

Title _____

Date of Signature _____

Interdepartmental Memorandum of Understanding

Between

Community Corrections Department

And

Parks Department

For

Purchase of Sentence to Service Work Crews

The Dakota County Community Corrections Department (Corrections) and the Dakota County Parks and Open Space Department (Parks) hereby enter into this Interdepartmental Memorandum of Understanding (MOU) whereby Parks may purchase from Corrections, Sentence to Service (STS) Work Crew time for the performance of services such as clearing brush, tree trimming and miscellaneous projects. This MOU is subject to the following terms and conditions:

1. The term of this MOU shall be from January 1, 2021, to and including December 31, 2021, regardless of the date of signatures hereunder, unless earlier terminated under the provisions herein or by law.
2. A STS work crew day shall consist of seven hours, less a thirty minute lunch break, between the hours of 8:00 a.m. and 3:00 p.m. A work crew may be discharged earlier at the discretion of the Parks supervisor; however, early release will not reduce the total cost of a crew day.
3. General Security Services Corporation (GSSC) is the contracted provider for STS Work Crew supervision and other services in 2021 as described in the contract on file in Community Services Administration- Contracts and is hereby incorporated by reference.
4. A crew will consist of 5-10 screened jail inmates or community members supervised by a contract crew leader from GSSC.
5. The cost per crew day is \$481.00 for 50 crew days at a cost of \$24,050.00. Parks has the option to purchase an additional 20 crew days and will contact Corrections to schedule days if needed at the same cost per crew day.
6. Work cancellations due to inclement weather will be rescheduled upon mutual agreement.
7. Scheduling will be done through STS Work Crew Supervisor, Troy Springer, or his designee, (952) 891-7805.
8. STS work crew leaders and some STS workers will be trained and authorized to apply herbicide to invasive plants. STS staff will provide needed safety equipment and Parks staff will provide the herbicide, training in herbicide use and needed hand tools.
9. Corrections will provide all transportation for work crews to travel to and from Parks work sites.
10. Parks staff will be responsible to select projects and provide on-site direction to the crew leader as needed. The Parks contact person will be Tom Lewanski, or his designee, (952) 891-7961.
11. Corrections will manage payment for any medical emergencies that occur to crewmembers while assigned to work on Parks projects under the terms of this MOU.
12. At the end of each month in which work has been completed Corrections will submit an invoice to Parks to include: a) a general description of the services provided; b) dates such services were provided; c) the dates of the performance period covered by the invoice; and d) the total amount of reimbursable expenses owed by Parks to Corrections. Financial Services will be responsible for posting expenses to Parks and revenues to Corrections.
13. Either party may terminate this MOU at any time with or without cause.

MOU Acceptance

The signatures affixed below indicate that the undersigned:

- Has read this MOU.
- Has verified that this MOU accurately represents mutual expectations in regard to the use of Sentence to Service Work Crews operated by the Community Corrections Department.

Marti Fischbach, Director
Community Services Division

Date

Marti Fischbach, Director
Community Corrections Department

Date

Steven C. Mielke, Director
Physical Development Division

Date

Approved as to Form:

Assistant County Attorney/Date
KS

Interdepartmental Memorandum of Understanding

Between

Community Corrections Department

And

Transportation Department

For

Purchase of Sentence to Service Work Crews

The Dakota County Community Corrections Department (Corrections) and the Dakota County Transportation Department (Transportation) hereby enter into this Interdepartmental Memorandum of Understanding (MOU) whereby Transportation may purchase from Corrections, Sentence to Service (STS) Work Crew time for the performance of services such as clearing brush, cutting grass and miscellaneous projects. This MOU is subject to the following terms and conditions:

1. The term of this MOU shall be from January 1, 2021, through December 31, 2021, unless earlier terminated under the provisions herein or by law.
2. A STS work crew full day shall consist of three hours approximately between the hours of 4:00 p.m. and 7:00 p.m. A work crew may be discharged earlier at the discretion of the transportation supervisor; however, early release will not reduce the total cost of a crew day.
3. General Security Services Corporation (GSSC) is the contracted provider for STS Crew supervision and other services in 2021 as described in the contract on file In Community Services Administration- Contracts and is hereby incorporated by reference.
4. A crew will consist of 5-10 screened jail inmates or community members supervised by a contract crew leader from GSSC.
5. The price per work crew half day is \$236.00 for 2021. Transportation will purchase 20 work crew half days in 2021 at a total price of \$4720.00. Transportation will purchase 20 work crew half days for 2021 at the price established by the Dakota County Board for 2021. Transportation will also have the option, depending on work crew availability, to purchase an additional 10 work crew half days each year at the established price. If the price per work crew half day is increased for 2021, the total cost of the agreement will be increased by that amount.
6. Work cancellations due to Inclement weather will be rescheduled upon mutual agreement.
7. Scheduling will be done through STS Crew Supervisor, Troy Springer, or his designee, (952) 891-7805.
8. STS work crew leaders and some STS workers will be trained and authorized to apply herbicide to invasive plants. STS staff will provide needed safety equipment and Transportation staff will provide the herbicide, training in herbicide use and needed hand tools.
9. Corrections will provide all transportation for work crews to travel to and from Transportation work sites.
10. Transportation staff will be responsible to select projects and provide on-site direction to the crew leader as needed. The Transportation contact person will be Todd Howard, or his designee, (952) 891-7906.
11. Corrections will manage payment for any medical emergencies that occur to crew members while assigned to work on Transportation projects-under the terms of this MOU.
12. At the end of each month in which work has been completed Corrections will submit an invoice to Transportation to include: a) a general description of the services provided; b) dates such services were provided; c) the dates of the performance period covered by the invoice; and d) the total amount of reimbursable expenses owed by Transportation to Corrections. Financial Services will be responsible for posting expenses to Transportation and revenues to Corrections.
13. Either party may terminate this MOU at any time with or without cause.

MOU Acceptance

The signatures affixed below indicate that the undersigned:

Has read this MOU.

Has verified that this MOU accurately represents mutual expectations in regard to the use of Sentence to Serve Work Crews operated by the Community Corrections Department.

Marti Fischbach, Director
Community Services Division

Date

Marti Fischbach, Director
Community Corrections Department

Date

Todd Howard, Assistant County Engineer

Date

Approved as to Form:

Assistant County Attorney/Date
KS-20-505

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND INDEPENDENT SCHOOL DISTRICT 197
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 – 12/31/2021

This Agreement is between County of Dakota, through its Community Corrections Department, hereinafter "County" and Independent School District 197, 1897 Delaware Avenue, Mendota Heights, MN 55118, hereinafter "School District." This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the School District desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates a Sentence to Service Program by providing work crews referred through the Community Corrections Department plus a supervisor to perform unskilled labor; and

WHEREAS, The School District will pay the County a total amount of \$4,810.00 at a rate of \$481.00 per day for ten (10) work crew days pursuant to the terms of this Agreement; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the School District for Sentence to Service work crews.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

7. GENERAL PROVISIONS.

7.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to Sentence to Service ("STS") work crews.

7.2 Cooperation. The County and the School District shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. School District and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

7.3 Term. This Agreement is effective and enforceable on January 1, 2021 ("Effective Date") and expires on December 31, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

7.4 Definitions.

m) Work Crew. A work crew shall consist of a Crew leader and a crew of five to ten workers, who are jail inmates or community members, screened by Community Corrections. The Crew leader, an employee of General Security Services Corporation (GSSC), shall oversee and be in charge of the work crew.

n) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty-minute lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the City supervisor.

2. CITY'S RIGHTS AND OBLIGATIONS.

2.25 General Description. School District will purchase 10 STS work crew days. The specific days to be worked and the work to be performed shall be determined at least 30 calendar days in advance of the work by the City and the County.

- 2.26 Total Cost. The total amount to be paid by the School District pursuant to this Agreement shall not exceed \$4,810.00. The County will invoice the School District for actual crew days worked up to 10 days at a cost of \$481.00 per day. The School District agrees to pay the County \$2,405.00 no later than May 31, 2021, and shall pay the remaining \$2,405.00 no later than October 1, 2021.
- 2.27 Work Projects. The School District will provide work projects requiring unskilled labor such as light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a School District representative and the Crew leader approve in writing that work has been satisfactorily completed.
- 2.28 Crew. Work crew members, including the GSSC work crew leader, are not employees of the School District or the County.

15. COUNTY'S RIGHTS AND OBLIGATIONS.

3.25 General Description.

The County will:

- Provide STS work crews for the School District pursuant to this Agreement.
- Designate a person as the County's representative with respect to the performance of services for the School District under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.

3.26 Payment. The County will submit invoices to the School District for payment by the School District.

3.27 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.

3.28 Other Work. The County may, at its discretion, offer the School District the opportunity to use more than 10 crew days per year without additional cost to the School District if additional days are available.

16. LIABLE FOR OWN ACTS.

4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 a party's acts or omissions. It is further understood and agreed that Minn. Stat. § 3.739 solely governs claims for injury or death of work crew members.

4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of the School District for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this School District on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of School District but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of the School District.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

36. TERMINATION.

- 36.1 Termination Without Cause. Either party may terminate this Agreement without cause by providing 30 calendar days' Notice of Termination to the other party.
- 36.2 Termination for Cause or Material Breach. Either party may terminate this Agreement for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- Y. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - Z. Failure to perform services or provide payment within the time specified in this Agreement.
 - AA. Failure to perform any other material provision of this Agreement.
 - BB. Failure to diligently and timely perform services so as to endanger performance of the provisions of this Agreement.
- 36.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 36.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 36.5 Duties of Parties Upon Termination. Upon either party providing the Notice of Termination, and except as otherwise stated, the parties shall:
- WW. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - XX. Complete performance of any work that is not discontinued by the Notice of Termination.
 - YY. Cooperate with each other regarding transition of services.
 - ZZ. Cancel all orders and subcontracts to the extent that they relate to the performance of this Agreement.
 - AAA. Return all County property in County within 7 calendar days after the date of Notice of Termination to the extent that it relates to the performance of this Agreement that is discontinued by the Notice of Termination.
 - BBB. Submit an invoice for services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - CCC. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - DDD. Make final payment in accordance with this Agreement for Services satisfactorily performed.
- 36.6 Effect of Termination for Cause or without Cause.
- M. Termination of this Agreement does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not disclose any obligation which, by its nature, would survive after the date of termination.
 - N. The County shall not be liable for any services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

37. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

38. REPRESENTATIVE.

Liaison. The Liaison, or his or her successor, has the authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

City Liaison:

Mark Fenton
Facilities Manager
Independent School District 197
1897 Delaware Avenue
Mendota Heights, MN 55118
Phone Number: 651-403-7325

County Liaison:

Leanne Walter
Community Corrections Supervisor
Phone Number: 651-438-8336

39. AMENDMENTS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

40. COMPLIANCE WITH LAWS/STANDARDS.

40.1 General. School District shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the School District is responsible. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

40.2 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER.

12.1 This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Title _____

Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. _____

INDEPENDENT SCHOOL DISTRICT 197

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the City).

By _____

(Please print name.)

Title _____

Date of Signature _____

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF
DAKOTA AND THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (MNDOT)
FOR SENTENCE TO SERVICE PROGRAM WORK CREWS**

AGREEMENT PERIOD: 1/1/2021 -12/31/2021

This Agreement is made and entered into between the Dakota County, a political subdivision of the State of Minnesota, by and through the Community Corrections Department, hereinafter "County" and the State of Minnesota acting through its Commissioner of Transportation, 1500 County Road B2 West, Roseville, MN 55113 hereinafter "MnDOT".

WHEREAS, the County and MnDOT are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, under Minn. Stat. § 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the MnDOT desires the services of the Sentence to Service Program work crews; and

WHEREAS, the County operates the Sentence to Service Program by providing work crews of non-dangerous criminal offenders plus a supervisor to perform unskilled labor; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with MnDOT for Sentence to Service work crews.

Now, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. GENERAL PROVISIONS.

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and MnDOT with respect to Sentence to Service ("STS") work crews.

1.2 Cooperation. The County and MnDOT shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner. MnDOT and County liaisons will meet at least twice annually and more frequently if necessary to discuss issues related to the STS program.

1.3 Term. The term of this Agreement shall be from January 1, 2021 to and including December 31, 2021, regardless of the date of signatures hereunder, unless earlier terminated by law or according to the provisions herein.

1.4 Definitions.

- a) Work Crew. A work crew shall consist of 5-10 screened jailed inmates or community members supervised by a STS Work Crew Supervisor contracted through General Security Services Corporation (GSSC).
- b) Work Crew Days. An STS work crew day shall consist of seven hours, less a thirty minutes lunch break, between the hours of 8:00 am and 3:00 pm. A work crew may be discharged earlier at the discretion of the MnDOT supervisor.

2. MnDOT'S RIGHTS AND OBLIGATIONS.

2.1 General Description. MnDOT shall receive STS work crews for up to 66 crew days in 2021. The specific

days to be worked and the work to be performed shall be determined at least thirty days in advance of the work by MNDOT and the County.

- 2.2 Total Cost. MnDOT will pay the work crew per day price established annually by the Dakota County Board of Commissioners. For 2021, the work crew per day price is \$481.00. The total amount to be paid by MnDOT pursuant to this Agreement shall not exceed \$31,746.00 in 2021. The continuation of this Agreement beyond June 30, 2021 (the end of the State of Minnesota Fiscal Year) is conditioned upon the availability and encumbrance of funds for such purpose as required by law.
- 2.3 Work Projects. MnDOT will provide work projects requiring unskilled labor such as liter pick-up, light construction or landscaping, and any specialized equipment needed for the work. Each work project will be reduced to writing and provided to the Crew leader before work commences. A work project will be concluded when a MnDOT representative and the Crew leader sign off that work has been satisfactorily completed.
- 2.4 Crew. Work crew members are not employees of MnDOT or the County.

3. COUNTY'S RIGHTS AND OBLIGATIONS.

3.1 General Description.

The County will:

- Provide STS work crews for MnDOT pursuant to this Agreement.
 - Designate a person as the County's representative with respect to MnDOT's services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to services covered by this Agreement.
- 3.2 Payment. The County will submit invoices to MnDOT for payment by June 1, 2021 and December 1, 2021. MnDOT will provide payment within 30 days of receipt of the invoice. The June 1 invoice will reflect the total number of work crew days provided up to that point. The December 1 invoice will reflect the total number of work crew days provided that year, up to 66, minus the number already accounted for in the first billing.
- 3.3 Work Projects. The County, through its Contractor, General Security Services Corporation, shall equip work crews with hand tools.
- 3.4 Other Work. The County may, at its discretion, offer MnDOT the opportunity to use more than 66 crew days per year without additional cost to MnDOT if additional days are available.

4. LIABLE FOR OWN ACTS.

- 4.1 Each party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of another party, its officers, employees and/or agents. 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 County's acts or omissions. It is understood and agreed that the provisions of the State Tort Claims Act, Minnesota Statute § 3.736, and other applicable laws, govern liability arising from MnDOT's acts or omissions. It is further understood and agreed that Minnesota Statute § 3.739 solely governs claims for injury and death of work crew members.
- 4.2 Any and all work crew members engaged in the aforesaid work to be performed by the County shall not be considered employees of MnDOT for any purpose including, but not limited to, application of the Workers' Compensation laws. Any and all claims that may or might arise under the Workers' Compensation Act of this State on behalf of the work crew members while engaged on any of the work contemplated herein shall not be the obligation or responsibility of MnDOT but shall be determined as provided in Minnesota Statute § 3.739. The County shall not be responsible under the Workers' Compensation Act for any employees of

MnDOT.

5. FORCE MAJEURE.

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION.

- 6.1 Good Cause. If either party fails to fulfill its obligations under this Agreement, such failure shall be considered good cause to terminate this Agreement on seven days' notice by the other party.
- 6.2 With or Without Cause. This Agreement may be terminated with or without cause, by the County or MnDOT upon thirty (30) days written notice.
- 6.3 Effect of Termination. Termination of this Agreement shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.
- 6.4 Termination by County - Lack of Funding. Notwithstanding any provision of this Agreement to the contrary, the County or MnDOT may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to perform the services anticipated by this Agreement. Notice of Termination must be in writing and must be made by certified mail or personal delivery to the Authorized Representative, or served on the Authorized Representative in accordance with Minn. R. Civ. P. 4. Notice of Termination is deemed effective upon signed certified mail receipt or personal delivery. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

7. DAMAGES.

Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

8. REPRESENTATIVE.

Liaison. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by MnDOT and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. In addition, MnDOT shall inform the County of any changes to MnDOT's address, phone number(s), e-mail address(es), and any other contact changes. At the time of execution of this Agreement the following persons are the designated liaisons:

MNDOT Liaison:

Dewayne Jones
Northwest Region
Superintendent 1500 County
Road B2 West Roseville, MN
55113
651-234-7944

County Liaison:

Leanne Walter
Community Corrections
Supervisor Phone Number:
651-438-8336

9. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and MnDOT.

10. COMPLIANCE WITH LAWS/STANDARDS.

10.1 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota.

10.2 MnDOT agrees to abide by all applicable Federal and State laws, statutes, rules and regulations now in effect or hereinafter adopted pertaining to this contract or other facilities, programs and staff for which it is responsible.

11. SEVERABILITY.

11.1 The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

12. Government Data Practices.

12.1 1 The Minnesota Government Data Practices Act applies to all data exchanged between the parties to this Agreement, and to all data collected, received, or stored under this Agreement. The County will not provide non- public or not-public data to MnDOT unless MnDOT has a business need for that data. The County will advise MnDOT if the County provides any non-public data to MnDOT.

13. Audits.

13.1 Pursuant to Minnesota Statute § 16C.05, the parties' books, records, and accounting practices and procedures, relevant to this Agreement, will be subject to examination by the parties, the State Auditor, and the Legislative Auditor, for a minimum of six years.

14. Merger.

14.1 This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

Outcomes for Community Corrections Services

Vendor: General Security Services Corporation

Program: Sentence to Service (STS)

Outcomes:

- Vendor supervises the work crews as part of the Sentence to Service (STS) program.
- Complete over 45,000 hours of STS providing services valued at over \$413,000 to cities, parks, and MnDOT.

Vendor: Midwest Monitoring and Surveillance

Program: Electronic Monitoring Services

Outcomes:

- 90 percent of clients start electronic monitoring within 14 days of court order
- 90 percent of clients successfully complete monitoring without a formal violation or warrant issued

Vendor: Nystrom and Associates, Ltd.

Program: Juvenile Dual Diagnosis Wrap-around Facilitation Services

Outcomes:

- Of the 38 clients who participated in WRAP through Nystrom and Associates in 2018 and 2019, ten (26%) have committed a new misdemeanor or higher level offense.

Vendor: River Ridge, LLC

Program: One Day Driving While Intoxicated (DWI)

Outcomes:

- Vendor provides a one-day driving while intoxicated program.
- This contract is 100 percent funded by participant fees.
- 88 percent of clients referred to the River Ridge One-Day DWI program will successfully Complete all components of the program.

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services

| | |
|--|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Employment and Economic Assistance | <input type="checkbox"/> New FTE(s) requested |
| Department: Employment and Economic Assistance | Board Goal: A successful place for business and jobs |
| Contact: Fischbach, Marti | |
| Contact Phone: (651) 554-5618 | Public Engagement Level: N/A |
| Prepared by: Pittelkow, Jill | |

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Avivo, formally Resource, Inc., for Minnesota Family Investment Program (MFIP) employment services.

SUMMARY

The County is required to administer the MFIP program for eligible Dakota County residents. MFIP is funded through Temporary Assistance to Needy Families (TANF) funds and provides public financial assistance, supportive services, and employment and training services with the goal of helping clients achieve sustainable self-sufficiency. The Dakota-Scott Workforce Development Board (WDB) provides recommendations to the County Board on the MFIP program to better coordinate all training and employment services, including Workforce Innovation and Opportunity Act (WIOA) and TANF programs.

A Request for Proposal (RFP) of MFIP employment services was issued on August 29, 2016. Two proposals were received. Upon careful review of the proposals, the WDB's Evaluation Committee members selected the proposal for Resource, Inc., and the WDB approved the committee's recommendation at its October 21, 2016, meeting (Attachment A). This service will be solicited again in 2021.

By Resolution No. 19-869 (December 17, 2019), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for the provision of MFIP Employment Services in an amount not to exceed \$983,244 for the period of January 1, 2020 through December 31, 2020.

The WDB's Executive Committee has recommended executing a contract with Avivo, and on November 20, 2020, the WDB approved executing a contract with Avivo in an amount not to exceed \$983,244 for the period of January 1, 2021 through December 31, 2021. This contract amount is the same as the contract amount in 2020.

OUTCOMES

- 1,825 clients received employment services from January 1, 2020 through September 30, 2020, with 812 people exiting. The average wage at exit for those with employment was \$14.92 per hour.
 - 247 clients had "successful exits": 229 clients had unsubsidized employment, 18 clients were on Social Security Disability Insurance or Retirement, Survivors, and Disability Insurance.
 - Other reasons for exits include: 47 chose to discontinue; 22 sanctioned or closed; 11 no longer in household; 19 no eligible child; 7 moved from state; 88 moved from County; 42 failure to file (Household Report Form or Recertification); 99 administrative separation; 11 reached 60 months; and 219 other.
- Dakota County MFIP work participation rate is currently 31.3 percent, annualized from the period of August 2019 through July 2020. *Note: All program numbers are greatly impacted by COVID-19 as "waivers" eliminated the requirement for participants to be in work, education or job search activities.
- See Attachment B for participation rates and Attachment C for additional outcomes data. These same outcomes will be tracked in 2021 in order to meet state and federal requirements for these services.

RECOMMENDATION

Staff recommends executing a contract with Avivo in an amount not to exceed \$983,244 for the period of January 1, 2021 through December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACTS

Total budget amount of \$983,244 for this contract is included in the 2021 County Manager's Recommended Budget. Of the total contract amount budgeted, 100 percent is federal funds. This contract will contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

Supporting Documents:

Attachment A: Solicitation Summary
Attachment B: Minnesota Family Investment Programs – Participation Rates
Attachment C: Outcomes

Previous Board Action(s):

19-869; 12/17/19

RESOLUTION

WHEREAS, Dakota County implements Minnesota Family Investment Programs (MFIP) to eligible Dakota County residents; and

WHEREAS, a competitive Request for Proposal (RFP) for MFIP employment services was issued on August 29, 2016, and this service will be solicited again in 2021; and

WHEREAS, Dakota County’s work participation rate was 31.3 percent, annualized for the period of August 2019 through July 2020; and

WHEREAS, by Resolution No. 19-869 (December 17, 2019), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for the provision of MFIP Employment Services in an amount not to exceed \$983,244 for the period of January 1, 2020 through December 31, 2020; and

WHEREAS, the Dakota-Scott Workforce Development Board (WDB) Executive Committee has recommended executing a contract with Avivo, and on November 20, the WDB approved executing a contract with Avivo in an amount not to exceed \$983,244 for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, staff recommends executing a contract with Avivo in an amount not to exceed \$983,244 for the period of January 1, 2021 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Avivo to provide employment and attaining case management services and job club services for Minnesota Family Investment Programs participants, in an amount not to exceed \$983,244 for the period of January 1, 2021 through December 31, 2021, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, consistent with the Minnesota Family Investment Programs Employment Services grants awarded by the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, to alter the number and types of clients served, types of services provided, contract amount, reporting requirements, and contract term, consistent with County contracting policies, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That this contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

County Manager’s Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney’s Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

Solicitation Summary**Number of Proposals Received:** 2**Review Team Agencies:** Two separate sub- committees; one comprised of Dakota-Scott Workforce Development Board (WDB) members and the other consisted of staff.**Services Description:** This RFP was issued to solicit a contractor or contractors to provide MN Family Investment Program (MFIP) participants with assistance in overcoming barriers to employment and other relevant services that lead to independence from public assistance and result in long term self-sufficiency.**Primary Deliverables:** Provide comprehensive employment and training services to MFIP participants. This includes but is not limited to:

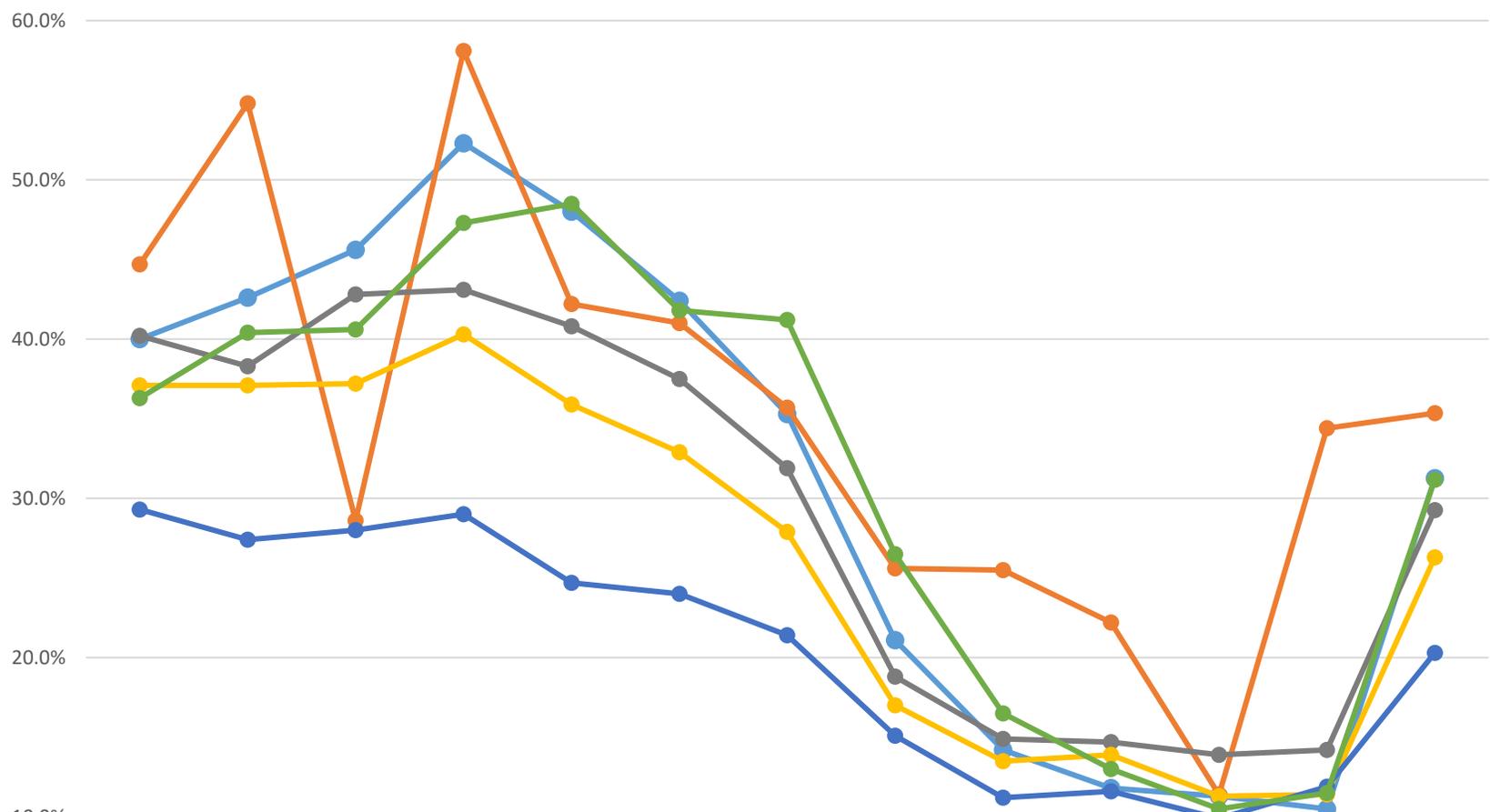
- Employment services
- Assessment of skills, interests, aptitudes, abilities and supportive service needs
- Case management services
- Job club and job development
- Employability skills training
- Financial literacy
- English Language Learners (ELL) assessment, referral, and services
- Cultural competency
- Assistance with job placement, referrals, including apprenticeships and other work experience
- Retention and follow-up services up to 1 year.

Solicitation Selection Criteria:

- The quality of the program design
- The quality and completeness of the information contained in the required program categories below :
 - Staff Development and Supervision
 - Financial Literacy, ELL, and Racial Disparities
 - Service Delivery Experience
 - Organizational Capacity
 - Performance Goals
 - Program budget
- The quality and completeness of the service provider fact sheet, performance goals, and program budget estimator.

Evaluation Results: The RFP review team recommended contracting with Resource, Inc. (now known as Avivo).**Rationale of Recommended Vendor:** Resource, Inc. (now known as Avivo) has provided case management services to MFP participants in Dakota County since 2007 with consistent and reliable case management along with strong performance outcomes.

MFIP Participation Rates (August 2019 - July 2020)



| | Aug 2019 | Sep 2019 | Oct 2019 | Nov 2019 | Dec 2019 | Jan 2020 | Feb 2020 | Mar 2020 | Apr 2020 | May 2020 | Jun 2020 | Jul 2020 | Average |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Dakota | 40.0% | 42.6% | 45.6% | 52.3% | 48.0% | 42.4% | 35.3% | 21.1% | 14.2% | 11.8% | 11.3% | 10.5% | 31.3% |
| Scott | 44.7% | 54.8% | 28.6% | 58.1% | 42.2% | 41.0% | 35.7% | 25.6% | 25.5% | 22.2% | 11.4% | 34.4% | 35.4% |
| Anoka | 40.2% | 38.3% | 42.8% | 43.1% | 40.8% | 37.5% | 31.9% | 18.8% | 14.9% | 14.7% | 13.9% | 14.2% | 29.3% |
| Hennepin | 37.1% | 37.1% | 37.2% | 40.3% | 35.9% | 32.9% | 27.9% | 17.0% | 13.5% | 13.9% | 11.3% | 11.4% | 26.3% |
| Ramsey | 29.3% | 27.4% | 28.0% | 29.0% | 24.7% | 24.0% | 21.4% | 15.1% | 11.2% | 11.6% | 9.9% | 11.9% | 20.3% |
| Washington | 36.3% | 40.4% | 40.6% | 47.3% | 48.5% | 41.8% | 41.2% | 26.5% | 16.5% | 13.0% | 10.5% | 11.5% | 31.2% |

● Dakota
 ● Scott
 ● Anoka
 ● Hennepin
 ● Ramsey
 ● Washington

-78-

MFIP Participation Rates (August 2019 - July 2020)

| | 2017 | Jan 2017 | Feb 2017 | Mar 2017 | Apr 2017 | May 2017 | Jun 2017 | Jul 2017 | Aug 2017 | Sep 2017 | Oct 2017 | Nov 2017 | Dec 2017 |
|------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Dakota | | 44.5 | 44.9 | 49.5 | 48.2 | 47.6 | 49.3 | 57.4 | 53.9 | 58.2 | 54.2 | 52.4 | 57.7 |
| Scott | | 53.1 | 55.8 | 51.1 | 70 | 46.3 | 50.9 | 53.3 | 60.4 | 61.1 | 58.8 | 66.7 | 59.6 |
| Anoka | | 36.9 | 37.6 | 40.4 | 41 | 37.3 | 42.7 | 41.2 | 43.1 | 45.7 | 38.6 | 40 | 43.9 |
| Hennepin | | 34.9 | 34.9 | 36.8 | 35.7 | 37.5 | 39.5 | 36.2 | 37.4 | 41.6 | 37.5 | 39 | 40.8 |
| Ramsey | | 33.7 | 30.8 | 34.1 | 32.9 | 33.6 | 34 | 31.3 | 32.3 | 36.1 | 33.3 | 34.2 | 35.3 |
| Washington | | 51.5 | 43.1 | 48.1 | 43.5 | 43.1 | 44.4 | 45 | 40.2 | 46.8 | 48 | 46.5 | 48 |

| | 2018 | Jan 2018 | Feb 2018 | Mar 2018 | Apr 2018 | May 2018 | Jun 2018 | Jul 2018 | Aug 2018 | Sep 2018 | Oct 2018 | Nov 2018 | Dec 2018 | Average |
|------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Dakota | | 51.2% | 53.8% | 50.7% | 48.6% | 45.5% | 54.4% | 46.1% | 48.1% | 45.6% | 44.2% | 49.8% | 52.2% | 49.2% |
| Scott | | 49.0% | 52.0% | 50.0% | 58.0% | 54.0% | 51.1% | 41.3% | 58.7% | 54.9% | 46.7% | 58.8% | 64.7% | 53.3% |
| Anoka | | 35.4% | 39.8% | 43.6% | 40.3% | 37.8% | 33.3% | 60.0% | 39.0% | 40.1% | 42.7% | 48.4% | 46.0% | 42.2% |
| Hennepin | | 34.7% | 36.8% | 39.5% | 37.6% | 35.9% | 35.5% | 31.6% | 35.6% | 35.6% | 36.9% | 41.2% | 37.7% | 36.6% |
| Ramsey | | 28.1% | 28.7% | 30.2% | 30.0% | 30.4% | 33.7% | 29.2% | 30.3% | 30.6% | 31.9% | 33.7% | 28.1% | 30.4% |
| Washington | | 45.8% | 47.4% | 43.2% | 48.2% | 44.1% | 52.6% | 47.0% | 42.5% | 44.3% | 47.0% | 53.2% | 41.7% | 46.4% |

| | 2019 | Jan 2019 | Feb 2019 | Mar 2019 | Apr 2019 | May 2019 | Jun 2019 | Jul 2019 | Aug 2019 | Sep 2019 | Oct 2019 | Nov 2019 | Dec 2019 | Average |
|------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Dakota | | 43.7% | 37.3% | 44.1% | 38.4% | 38.2% | 38.1% | 36.3% | 40.0% | 42.6% | 45.6% | 52.3% | 48.0% | 42.1% |
| Scott | | 49.1% | 40.9% | 59.1% | 43.2% | 38.6% | 38.5% | 45.2% | 44.7% | 54.8% | 28.6% | 58.1% | 42.2% | 45.3% |
| Anoka | | 41.2% | 39.2% | 42.3% | 40.1% | 39.8% | 36.9% | 38.4% | 40.2% | 38.3% | 42.8% | 43.1% | 40.8% | 40.3% |
| Hennepin | | 33.0% | 31.9% | 36.6% | 36.1% | 37.8% | 34.1% | 31.5% | 37.1% | 37.1% | 37.2% | 40.3% | 35.9% | 35.7% |
| Ramsey | | 27.6% | 27.4% | 29.2% | 26.6% | 28.0% | 26.7% | 26.5% | 29.3% | 27.4% | 28.0% | 29.0% | 24.7% | 27.5% |
| Washington | | 33.0% | 34.3% | 40.2% | 35.5% | 27.9% | 30.5% | 38.1% | 36.3% | 40.4% | 40.6% | 47.3% | 48.5% | 37.7% |

| | 2019 | Aug 2019 | Sep 2019 | Oct 2019 | Nov 2019 | Dec 2019 | Jan 2020 | Feb 2020 | Mar 2020 | Apr 2020 | May 2020 | Jun 2020 | Jul 2020 | Average |
|------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Dakota | | 40.0% | 42.6% | 45.6% | 52.3% | 48.0% | 42.4% | 35.3% | 21.1% | 14.2% | 11.8% | 11.3% | 10.5% | 31.3% |
| Scott | | 44.7% | 54.8% | 28.6% | 58.1% | 42.2% | 41.0% | 35.7% | 25.6% | 25.5% | 22.2% | 11.4% | 34.4% | 35.4% |
| Anoka | | 40.2% | 38.3% | 42.8% | 43.1% | 40.8% | 37.5% | 31.9% | 18.8% | 14.9% | 14.7% | 13.9% | 14.2% | 29.3% |
| Hennepin | | 37.1% | 37.1% | 37.2% | 40.3% | 35.9% | 32.9% | 27.9% | 17.0% | 13.5% | 13.9% | 11.3% | 11.4% | 26.3% |
| Ramsey | | 29.3% | 27.4% | 28.0% | 29.0% | 24.7% | 24.0% | 21.4% | 15.1% | 11.2% | 11.6% | 9.9% | 11.9% | 20.3% |
| Washington | | 36.3% | 40.4% | 40.6% | 47.3% | 48.5% | 41.8% | 41.2% | 26.5% | 16.5% | 13.0% | 10.5% | 11.5% | 31.2% |

| | 2020 | Jan 2020 | Feb 2020 | Mar 2020 | Apr 2020 | May 2020 | Jun 2020 | Jul 2020 | Aug 2020 | Sep 2020 | Oct 2020 | Nov 2020 | Dec 2020 | Average |
|------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Dakota | | 42.4% | 35.3% | 21.1% | 14.2% | 11.8% | 11.3% | 10.5% | | | | | | 20.9% |
| Scott | | 41.0% | 35.7% | 25.6% | 25.5% | 22.2% | 11.4% | 34.4% | | | | | | 28.0% |
| Anoka | | 37.5% | 31.9% | 18.8% | 14.9% | 14.7% | 13.9% | 14.2% | | | | | | 20.8% |
| Hennepin | | 32.9% | 27.9% | 17.0% | 13.5% | 13.9% | 11.3% | 11.4% | | | | | | 18.3% |
| Ramsey | | 24.0% | 21.4% | 15.1% | 11.2% | 11.6% | 9.9% | 11.9% | | | | | | 15.0% |
| Washington | | 41.8% | 41.2% | 26.5% | 16.5% | 13.0% | 10.5% | 11.5% | | | | | | 23.0% |

MN Family Investment Program (MFIP) - 2019

Source: Federal Department of Health & Human Services, MN Department of Human Services and Minnesota Department and Employment and Economic Development

Purpose of Grant: To provide employment and training services and income maintenance services to MFIP-eligible participants. Program participants are eligible for up to 60 months of support, barring no exceptions.

Who is served/eligible: Low income families that meet certain income requirements.

How served: MFIP participants are assigned to a financial worker and employment counselor to receive income maintenance and employment counseling and training services.

Provider: Avivo, Contract: \$983,244.

| How much did we do? | | How well did we do it? | | Is anyone better off? | | |
|---------------------|-------|--------------------------------|--------|----------------------------|---------|-------|
| Number Served | 1,862 | Average Participation Rate | 42.1% | Exits | 1,090 | |
| New Enrollments | 1,118 | Average Time in Program (days) | 249 | Average Wage at Enrollment | \$8.29 | |
| | | Self-Support Index | Within | Return/\$1 invested (PY18) | \$4.31 | |
| | | | | Successful Exits** | 456 | 41.8% |
| | | | | Increase at Placement | \$14.34 | 57.8% |

**Successful exits include:

- Entered registered apprenticeship program
- Entered unsubsidized employment
- Found ineligible
- Started business/self-employed

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

**Authorization To Accept Minnesota Department Of Human Services Child And Teen Checkups Grant Funds
And Execute Grant Agreement**

| | |
|--------------------------------|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Public Health | <input type="checkbox"/> New FTE(s) requested |
| Contact: Brueshoff, Bonnie | Board Goal: A great place to live |
| Contact Phone: (651) 554-6103 | Public Engagement Level: N/A |
| Prepared by: Ripplinger, Coral | |

PURPOSE/ACTION REQUESTED

Authorize acceptance of Minnesota Department of Human Services (DHS) Child and Teen Checkups grant funds and execute grant agreement.

SUMMARY

Child and Teen Checkups (C&TC) is Minnesota's comprehensive health care program for children and teens from newborn through age 20 who are enrolled in Medical Assistance (MA). Minnesota is required to provide comprehensive health care and dental services to improve health outcomes for our youngest population. The purpose of the C&TC Program is to identify potential health problems or disabling conditions, to provide diagnosis and treatment of those health problems or conditions, and to encourage the development of good health habits.

Dakota County has provided C&TC services for over 40 years and in 2021, Dakota County is projected to have 41,069 children eligible for Child and Teen Checkups services. The C&TC grant is for three years with 2021's allocation in the amount of \$1,088,328. The budget is based on an allocation of \$26.50 per eligible child. The C&TC grant supports 10.45 FTEs.

Dakota County public health staff provide outreach and follow-up activities to reach the eligible population to promote participation in screening and follow-up services. This includes providing information to eligible children/families about the program, assisting eligible children/families in obtaining health care services, following up on referrals made as a result of a screening, coordinating with other child health programs, and recruiting and providing education to C&TC health and dental providers in our community.

OUTCOMES

See Attachment A, Outcomes.

RECOMMENDATION

Staff recommends authorization to accept DHS C&TC funds and execute the grant agreement.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The grant award is \$1,088,328 for the period of January 1, 2021 through December 31, 2021, and this amount is included in the 2021 County Manager's Recommended Budget.

Supporting Documents:
Attachment A: Outcomes

Previous Board Action(s):

RESOLUTION

WHEREAS, Dakota County has provided Child and Teen Checkups (C&TC) services for over 40 years and in 2021, Dakota County is projected to have 41,069 children eligible for C&TC services; and

WHEREAS, Minnesota Department of Human Services (DHS) C&TC grant is for the period of January 1, 2021 through December 31, 2023; and

WHEREAS, Dakota County's C&TC grant allocates 2021 in the amount of \$1,088,328 based on an allocation of \$26.50 per eligible child that supports 10.45 full-time equivalents (FTEs); and

WHEREAS, staff recommends the County Board authorizes acceptance of the County's C&TC award and funding in the amount of \$1,088,328 for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, staff recommends the County Board authorizes execution of the three-year grant agreement for the period of January 1, 2021 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant award of \$1,088,328 for the period of January 1, 2021 through December 31, 2021; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a three-year grant agreement and accept future funding for the period of January 1, 2021 through December 31, 2023; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds and continue grant-funded full-time equivalents (if relevant), consistent with County contracting policies, and inclusion of grant funds in future yearly recommended and adopted budgets, subject to approval by the County Attorney's Office as to form.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

Child and Teen Checkups (C&TC)



Helping Families:

- 40,500 reminder letters to families to schedule well-child visits
- 13,000 phone calls to families eligible for Medical Assistance to provide support with scheduling appointments, transportation, interpreters and community resources
- 8,800 introduction letters on the importance of well-child checkups
- 4,000 discussions with families during WIC appointments- 69% received a checkup within 6 months
- 2,300 calls to families for referral follow up
- 676 referrals back to WIC
- 172 children received car seats and education
- 54 referrals back to other Family Health Programs
- Endless referrals to community partners and resources

Helping Communities & Community Partners:

- 204 outreach events in the community reaching 10,500 community members!
- 102 outreach events at local food shelves, mobile pantries and homeless shelters reaching 4,400 individuals!
- 30 presentations to Early Childhood Family Education (ECFE), Early Childhood and English Language Learner (ELL) classes
- 15 presentations at Head Start
- 9 visits with our local Faith Communities

Helping Health Professionals:

- 3,000 health and education professionals reached!
- 37 medical clinic visits to educate providers on well-child visit standards and county resources
- 2 trainings for Clinic Coordinators on the basics of Dakota County Services; 96% excellent or good rating from participants.
- Priceless conversations about the social determinants of health.

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Ratification Of Grant Application To UCare Foundation, And Authorization To Accept Grant Award, Amend The 2020 Social Services Budget and Execute Contracts

Meeting Date: 12/8/2020
 Item Type: Consent-Action
 Division: Community Services
 Department: Social Services
 Contact: Henspeter, Evan
 Contact Phone: (651) 554-6344
 Prepared by: Schug, Emily

Fiscal/FTE Impact:
 None Other
 Current budget Amendment requested
 New FTE(s) requested
 Board Goal: A great place to live
 Public Engagement Level: N/A

PURPOSE/ACTION REQUESTED

Ratify the grant application to the UCare Foundation (UCare), and authorize acceptance of a grant award to continue activities started with CARES Act funding, amendment to the 2020 Social Services budget, and execution of contracts.

SUMMARY

On November 6, 2020, the Social Services and Public Health Departments received notification of an opportunity to apply for one-time funding from the UCare Foundation's Metro County Grant Program. UCare is offering grants to counties for projects focused on achieving health equity. UCare indicated they would consider projects that address obstacles to health such as racism, poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care. To be considered for this funding opportunity counties had to submit a brief description of a plan to use the funding, including a budget description, by December 1, 2020.

By Resolution No. 20-484 (October 6, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to develop partnerships with community organizations for targeted outreach and engagement with communities of color for a period of October 6, 2020, or date of contract execution, through December 1, 2020, to address the impacts of COVID-19. Contracts were selected through a Letter of Interest process. See Attachment A for a list of CARES Act funded projects and deliverables. In a short period of time, CARES Act funded projects are already demonstrating significant impact in connecting communities most impacted by COVID-19 with information, resources, and service navigation. Black and Latinx residents in Dakota County continue to be disproportionately impacted by COVID-19 and need for targeted outreach and education related to health information and resources persists.

Based on alignment with UCare funding priorities and after consulting with UCare staff, Social Services staff submitted a proposal for \$100,000 to the UCare Foundation to continue a portion of activities started with CARES Act funding. Staff submitted the proposal on November 28, 2020. On December 1, 2020, UCare notified Dakota County that the proposal was approved for the full amount requested for the period of January 1, 2021 through December 31, 2021. The complete funding proposal, including budget, are included as Attachment B. Dakota County must accept the funds by December 31, 2020.

The Social Services Department's funding proposal to UCare, entitled "Outreach and Engagement with Communities of Color in Dakota County", has the following components, which will be completed by executing contracts with the same community agencies the County contracted with as a result of Resolution 20-484, which is reflected in Attachment A.

1. Inform community members about COVID-19 and available resources and protective measures, vaccinations, and support programs offered by Dakota County and other agencies.
2. Assist residents with navigating services.
3. Advise the County's communication and outreach strategies to improve reach and effectiveness with communities of color, with a focus on 2021 public health priorities.

RECOMMENDATION

Staff recommends ratification of the grant application to the UCARE Foundation, authorization to accept a grant award in the amount of \$100,000 for the period of January 1, 2021 through December 31, 2021, amend the 2020 Social Services budget, and execute contracts.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. If approved, the 2020 Social Services budget will be amended to include the \$100,000 one-time grant expenses and revenue from UCare, including a ten percent administrative allowance. No match or additional County funds are required for this grant.

Supporting Documents:

Attachment A: CARES Act Project Descriptions
 Attachment B: UCare Foundation Metro County Grant Application

Previous Board Action(s):

20-484; 10/6/20

RESOLUTION

WHEREAS, Dakota County received notice of an opportunity to apply for the UCare Foundation’s Metro County Grant Program; and

WHEREAS, the UCare Foundation’s grants focus on achieving health equity; and

WHEREAS, by Resolution No. 20-484 (October 6, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to develop partnerships with trusted community organizations for targeted outreach and engagement with communities of color in an amount not to exceed \$177,000 for the period of October 6, 2020, or date of contract execution through December 1, 2020; and

WHEREAS, contracts were selected as a result of a Letter of Interest process in October 2020; and

WHEREAS, the UCare Foudation funding priorities align with work started with CARES Act funding that was time-limited and ended on December 1, 2020; and

WHEREAS, based on alignment with the UCare Foundation’s priority areas and after consulting with the UCare Foundation’s staff, Social Services staff submitted a proposal for \$100,000 to the UCare Foundation to continue a portion of activities started with CARES Act funding; and

WHEREAS, on December 1, 2020, the UCare Foundation notified Dakota County that the proposal was approved for the full amount requested, \$100,000, to be accepted by December 31, 2020 and expended by December 31, 2021; and

WHEREAS, outreach and engagement with communities of color in Dakota County is a continued need based on disproportionate impact of COVID-19 on Dakota County’s Black and Latinx communities; and

WHEREAS, outreach and engagement activities will be critically important in 2021 as Dakota County continues to promote access to resources and services, including vaccination access; and

WHEREAS, grant funding from the UCare Foundation will fund purchase of services through contracts and related administrative costs to address this concern in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the grant application to the UCare Foundation; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant award for outreach and engagement with communities of color in Dakota County in the amount of \$100,000 for the period of January 1, 2021 through December 31, 2021, subject to approval by the County Attorney’s Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes an amendment to the 2020 Social Services budget as follows:

| | |
|--|------------------|
| Expense | |
| Contracts – Outreach to Communities of Color | \$90,000 |
| Administrative Allowance | <u>\$10,000</u> |
| Total Expense | \$100,000 |

Revenue

UCare Foundation Grant

\$100,000

Total Revenue

\$100,000

;and

BE IT FURTHER RESOLVED, That the Community Services Division Director is hereby authorized to execute contracts with the same community agencies selected as a result of the Letter Of Interest process in October 2020 for targeted outreach and engagement with communities of color, within the amount budgeted, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager



CARES Act Funded Project

Outreach and Engagement with Communities of Color

Dakota County is leveraging CARES Act funds to partner with community organizations to address the disproportionate impact of the COVID-19 crisis and related economic hardship on communities of color, with a focus on Black and Latino communities who are disproportionately impacted by COVID-19. CARES projects focus on the following goals: inform community members about COVID-19 and available resources, including those available through CARES Act funding; assist County residents in navigating support programs and gaining access to services; and advise the County's communication strategies to improve reach and effectiveness with communities of color.

The following is a brief description of the CARES funded projects to support outreach and engagement:

| Agency Name | Target Population | Category | Brief Service Description | Contact |
|---|--|--|--|---|
| Abria Recovery and Gateway Health Services | Somali, Oromo and Spanish speaking communities in Dakota County. | Outreach, Education and Service Navigation | Targeted outreach, education, engagement, and navigation assistance to communities of color, by health professionals, mental health professionals and Licensed Alcohol and Drug Counselors. | Abria Recovery, Idman Mohamed, Email: idman.mohamed@abriarecovery.com Gateway Health Services, Halimo Husein, Email: hhusein@gatewayhealthservices.com |
| AG Consulting and Associates | Somali, Ethiopian, Oromo, Eritrean, and West African communities in Dakota County. | Cultural and Language Specific Communication and Messaging | Employ a team to provide COVID-19 education and awareness using CDC, MDH and Dakota County messages but adapting to diverse audiences. Partner with culturally specific media outlets and host educational forums. | Anab Gulaid, Email: anabgulaid@gmail.com |

| | | | | |
|---------------------------------------|---|--|--|---|
| Ally Supportive Services | Black/African American community residents who may experience or be at risk of homelessness and COVID-19. | Outreach, Education and Service Navigation | Outreach, education and navigation services to Black community members related to COVID-19 and community resources. | Amber Hanson, Email: ahanson@allyservices.net |
| Dakota Child and Family Clinic | Patient population from diverse racial/ethnic minority backgrounds. Many identify as LBTQ2S+, Black and Latinx. 40% of COVID-19 testing patients identify as a person of color. | Outreach, Education and Service Navigation | Facilitate and organize Black, Indigenous, People of Color (BIPOC) organization partnerships; identifying barriers to vaccination; building relationships between African American, Asian America and Native American communities. | Miranda Noll, Email: miranda@dakotachildandfamily.org |
| Isuroon | East African community in Dakota County. | Outreach, Education, Service Navigation and Strategic Planning | Support the Somali/East African community to navigate services through the Burnsville office. | Fartun Weli, Email: Fartun.Weli@isuroon.org |
| Restoration for All | African immigrant and refugee communities. | Outreach, Peer Education, and Navigation | Improve participation in COVID testing; resource connection/referral to reduce fear or stigma; and train peer educators. | Dr. Tolulope Ola, Email: tmola@restoreall.org |

Outreach and Engagement with Communities of Color in Dakota County

2020 Metro County Grant Application

Dakota County Social Services

Emily Schug
1 Mendota Rd. W.
Suite 300
West St. Paul, MN 55118

emily.schug@co.dakota.mn.us
O: 651.554.6316
M: 612.240.3467
F: 651.554.6043

Marti Fischbach

1 Mendota Rd. W.
Suite 500
West St. Paul, MN 55118

marti.fischbach@co.dakota.mn.us
O: 651-554-6560
F: 651.554.6043

Application Form

Project Name*

Outreach and Engagement with Communities of Color in Dakota County

Request Summary*

Please give a 2-3 sentence summary of request:

Dakota County will leverage UCare Foundation grant funds to partner with trusted community organizations to address the disproportionate impacts of the COVID-19 crisis and related economic hardship on communities of color, with a focus on Black and Latinx communities. Projects will focus on the following goals: inform community members about COVID-19 and available resources; assist residents in navigating services; and advise the County's communication strategies to improve reach and effectiveness with communities of color. Dakota County staff will administer the program, including meeting with partners to ensure strong linkages between the County and community and facilitating connections between community agencies. UCare Foundation grant funding will enable Dakota County to sustain activities launched with limited term CARES Act funding which are already demonstrating significant success, reach and impact in Dakota County and beyond.

Primary Audience*

Who will this project serve?

General Public

Geographic Area Served*

Please select the region that your proposal will serve.

Region 11

Purpose of Grant

Situation*

The opportunity, challenges, issues or need currently facing your organization.

The project will address disparities and disproportionate impact of COVID-19 on communities of color in Dakota County.

Health Disparities and COVID-19: (information updated as of 11/17/20)

Data shows that people of color are disproportionately affected by COVID-19 and are more likely to have severe outcomes from the disease than non-Hispanic/Latinx, whites. In Dakota County, 11 percent of all cases and 14 percent of hospitalized cases and seven percent of deaths occur in people who are Black, while people who are Black make up only seven percent of the Dakota County population. Twelve percent of all cases, 18

percent of hospitalized cases and 13 percent of deaths occur in people who are Hispanic/Latinx, while people who are Hispanic make up only seven percent of the Dakota County population. There is a disparity in all cases and hospitalizations for people who are Black and people who are Hispanic/Latinx. There is also a disparity in deaths for people who are Hispanic/Latinx.

Age-adjustment allows us to compare rates between racial and ethnic groups that have different age distributions. We can see what the rates would be if the underlying population age distribution was the same for all races. The rate is two times higher in people who are Black than in people who are white and two times higher in people who are Hispanic/Latinx than in people who are not Hispanic/Latinx.

There are several social determinants of health that contribute to the spread of COVID-19 in people of all races and ethnicities. Many of these factors disproportionately affect people of color.

- Living in densely populated areas where social distancing is difficult
- Having underlying chronic conditions that can increase the likelihood of severe illness from COVID-19
- Inadequate access to food that would allow for stocking up to stay home if sick
- Inadequate access to health care (such as lack of insurance, language barriers, cost barriers, lack of transportation) to get tested and isolated, if infected
 - Multi-generational households, where it is difficult to protect older members and isolate those who are sick
 - Working in essential service industries (such as health care, grocery stores, etc.) where work is outside of the home in contact with the community
 - Working in settings that do not provide paid sick leave

Please see Attachment A for additional information on health disparities.

In addition to disparities in COVID-19 prevalence, data from a recent Dakota County Office of Performance and Analysis (OPA) review of unemployment claims indicates the economic impacts of COVID-19 are also disproportionately affecting communities of color in Dakota County. For example, the OPA analysis found 46.5% percent of all people of color employed in Dakota County prior to March had filed unemployment claims, as compared to 25% of non-Hispanic white workers in Dakota County. Of those claims, 34% identified as female and 27% identified as male.

While impacts of such high unemployment rates across both populations are concerning and require attention, the impact compounds the economic disparities that existed for communities of color prior to COVID-19, including differences in household income, homeownership, and poverty rates. The following data points illustrates those disparities that were present before the pandemic and will require sustained attention.

- Twenty-one (21) percent of white households are renters, compared to 51% of households of color. (2018 American Community Survey data)
- Dakota County median income for households of color is substantially less than white households; \$89,527 for white households; \$55,718 for Black/African American households; and \$59,447 for Hispanic or Latinx households color (2018 American Community Survey data)

Overview of proposed project*

Include a description of how the project will advance health equity.

The project will advance health equity by providing culturally and linguistically appropriate resources and information to prevent the spread of COVID-19, promote vaccination, and promote access to resources that address social determinants of health. Dakota County will use UCare grant funding to contract with trusted community-based agencies that serve the Black and Latinx community to assess the needs of target population(s), identifying priority messages for promotion, and leveraging targeted engagement strategies and communications channels to reach community members. County and community partners will work together to assist residents in target population(s) with services or resources from which they may benefit.

This may include helping residents assess potential eligibility for food support programs, completing necessary application processes, or navigating potential barriers to service access including transportation, technology, employment support, child care, and health insurance.

Anticipated Goals & Outcomes:

- Inform community members about resources offered through Dakota County to ease the impacts of COVID-19. These resources may include public health messaging related to the coronavirus and recommended protective measures, as well as information about COVID-19 related support programs offered by the County or its partners in the areas such as testing, food support, housing assistance, employment, vaccination, health education, technology access, etc.

- Support community members in navigating various support programs to gain access to needed services. This may include help understanding available benefits, assistance completing required applications and/or gathering necessary documentation, or other individual supports to address barriers related to language, technology, transportation, etc.

- Advise Dakota County on effective communication strategies to improve reach and engagement with communities of color during and following the public health emergency. This may include recommendations to adapt written marketing materials, social media content, or overall communication strategy for target population(s) in Dakota County.

- Inform longer term strategies for us to more effectively work with Black and Latinx populations through improved access channels and materials, more information about benefits of services provided, and service delivery approaches.

Dakota County launched activities with time-limited CARES Act funds which expires 12/1/20. The UCare Foundation grant funding will support Dakota County to continue activities into 2021.

Activities*

Specific activities for which you seek funding.

Grant activities fall under the following categories.

- Identifying priority messages for promotion and leveraging targeted engagement strategies and communications channels to reach community members.
- Informing community members about resources offered through Dakota County to ease the impacts of COVID-19 and may include public health messaging related to the coronavirus and recommended protective measures, vaccinations, as well as information about COVID-19 related support programs offered by the County or its partners in the areas such as testing, food support, housing assistance, technology access, employment support, child care assistance, health care, and other resources that address social determinants of health.

- Support community members in navigating various support programs to gain access to needed services that address social determinants of health including employment and housing support, transportation, etc.

- Advising Dakota County on effective communication strategies to improve reach and engagement with communities of color during and following the public health emergency, which may include recommendations to adapt written marketing materials, social media content, or overall communication strategy for target population(s) in Dakota County.

- Inform longer term strategies for us to more effectively work with Black and Latinx populations through improved access channels and materials, more information about benefits of services provided, and service delivery approaches.

Who will carry out these activities?*

Dakota County will contract with trusted community agency partners to carry out activities. Dakota County staff will administer the program, including meeting with partners to ensure strong linkages between

the County and community and facilitating connections between community agencies. UCare grant funding will enable Dakota County to continue activities that were launched with limited term CARES Act funding in a very short period of time (10 weeks). Projects are already demonstrating significant reach and impact. The following are a few examples of project activities currently underway:

- Identifying and sharing priority messages for health promotion and leveraging targeted engagement with community.

Example #1: AG Consulting & Media has hosted 3 on-line media events (see Attachments B and C) with panels of leaders from diverse backgrounds and ethnicities that are reflective of target populations from Ghana, Nigeria, Ethiopia, Somalia, and Kenya and representing business owners, community advocates, faith leaders, public health experts and others. Each live broadcast on Facebook and Somali TV garnished close to 8000 initial viewers and more since the events. Events have 20 thousand organic reach and impressions. https://fb.watch/1PRNGu_bRn/ AG Consulting & Media has also produced public service announcements including the following: <https://www.youtube.com/watch?v=B9mr8kZG5bA>

- Inform community members about resources and public health messaging.

Example #2: Abria Recovery and Gateway Health Services are partnering to provide a variety of outreach activities and services. For example, there are five Halal and Meat grocery stores in Dakota County. They are all located in Burnsville. Abria and Gateway staff distributed COVID-19 materials at Halal markets. The majority of the individuals at the markets are of Somali background and speak the language. Upon entering the stores, there were only a few individuals wearing face masks and practicing social distancing. The store managers stated that they do not have many clients since the COVID-19 outbreak. They believe it [the mask requirement] has caused a lot of fights and shoppers saying, they would never shop at their stores again. The agencies scheduled an hour Zoom session with the businesses to provide education on the health benefits of social distancing, isolation and quarantines that have been successful for reducing the risk of transmitting COVID-19. Overall, minority-owned businesses are disproportionately affected by the financial consequences of the COVID-19 closures. Building relationships and connections is important for disseminating health information and providing support to minority-owned businesses.

- Support community members in navigating various support programs.

Example #3: Ally Supportive Services expanded to provide outreach and education to the Black/African-American community related to COVID 19. The outreach worker is providing outreach to patrons of Dakota County libraries and local businesses.

Example #4. Dakota Child and Family Clinic (DCFC) hired a mental health practitioner of color to provide outreach to people who test positive for COVID-19. She has reached 300 people so far, many of whom are struggling with anxiety, depression, isolation and confusion after a positive test. More than half of DCFC's positive test results are for people of color.

Example #5: Restoration for All, Inc. (REFA) is providing outreach and engagement services and resource connection and referral to culturally and linguistically appropriate services. One of their target populations is youth at Inver Hills Community College. REFA is using a peer training/mentoring model.

See Attachment D for a summary of the projects launched with CARES funds. Dakota County seeks to continue these activities and projects with UCare Foundation grant funding.

How will the proposed activities benefit your patients, UCare members and the community at large?*

Ucare serves a diverse member population and proposed activities will provide UCare members, and the community at large, with access to information, resources and services that impact social determinants of health. Activities will facilitate access to COVID education, testing, vaccine education/access, and supplies at a critically important time in the health of our residents, particularly our Black and Latinx residents. Dakota County's "Outreach and Engagement with Communities of Color" project will advance UCare's goals of achieving health equity, specifically addressing obstacles to health such as racism, poverty, discrimination, and access to housing, health care, employment, child care and other social determinants of health.

Budget

Amount Requested*

Maximum funding request is \$100,000.

\$100,000.00

Long-Term Funding*

What are your long-term funding strategies for sustaining this effort?

UCare Foundation funding will allow continuation of activities launched with CARES Act funding, extending time to measure and demonstrate impacts and outcomes that are critical to seeking long-term financial support from the Dakota County Board of Commissioners or other funders. Additionally, a County/health plan partnership will demonstrate the shared commitment of our systems to addressing health equity.

Non-profit Information

Is your organization an IRS 501(c)(3) not-for-profit?*

No

If no, is your organization a public agency/unit of government?

Yes

If no, list name and address of fiscal agents.

Fiscal Agent's EIN number

[Unanswered]

File Attachment Summary

Applicant File Uploads

No files were uploaded

Dakota County COVID-19 Cases Racial/Ethnic Disparities

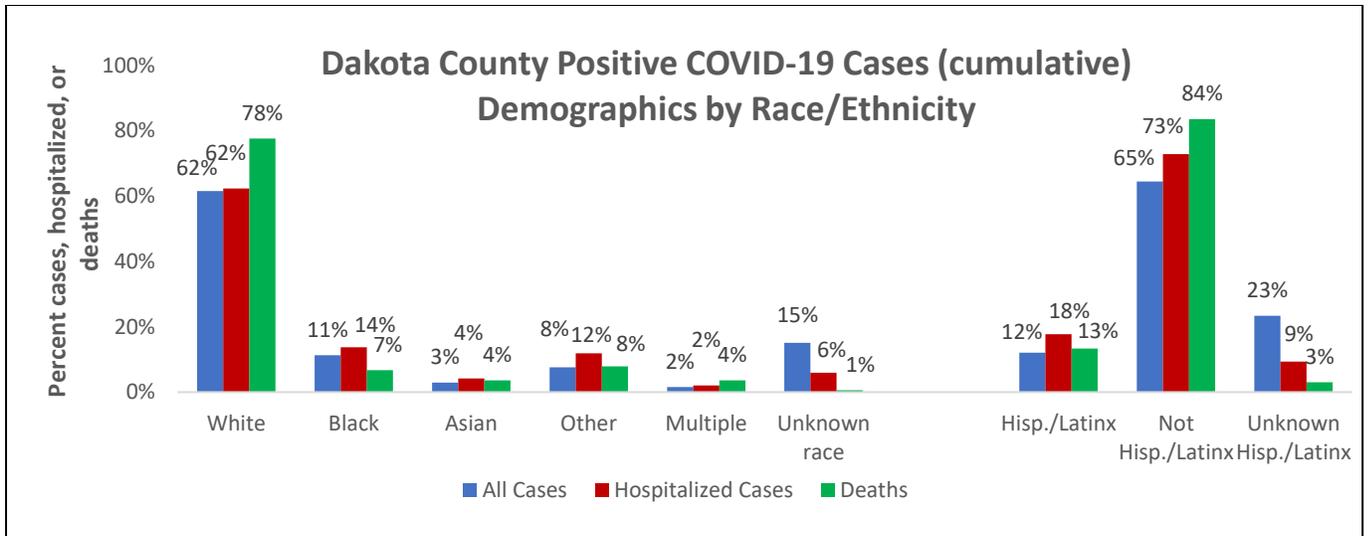
People of color are disproportionately affected by COVID-19 overall and are more likely to have severe outcomes from the disease than non-Hispanic/Latinx, whites. In Dakota County, 11 percent of all cases and 14 percent of hospitalized cases and seven percent of deaths occur in people who are black, while people who are black make up only seven percent of the Dakota County population. Twelve percent of all cases, 18 percent of hospitalized cases and 13 percent of deaths occur in people who are Hispanic/Latinx, while people who are Hispanic make up only seven percent of the Dakota County population. There is a disparity in all cases and hospitalizations for people who are black and people who are Hispanic/Latinx. There is also a disparity in deaths for people who are Hispanic/Latinx.

People who are black and people who are Hispanic/Latinx are disproportionately affected by COVID-19. Age-adjustment allows us to compare rates between racial and ethnic groups that have different age distributions. We can see what the rates would be if the underlying population age distribution was the same for all races. The rate is two times higher in people who are black than in people who are white and two times higher in people who are Hispanic/Latinx than in people who are not Hispanic/Latinx.

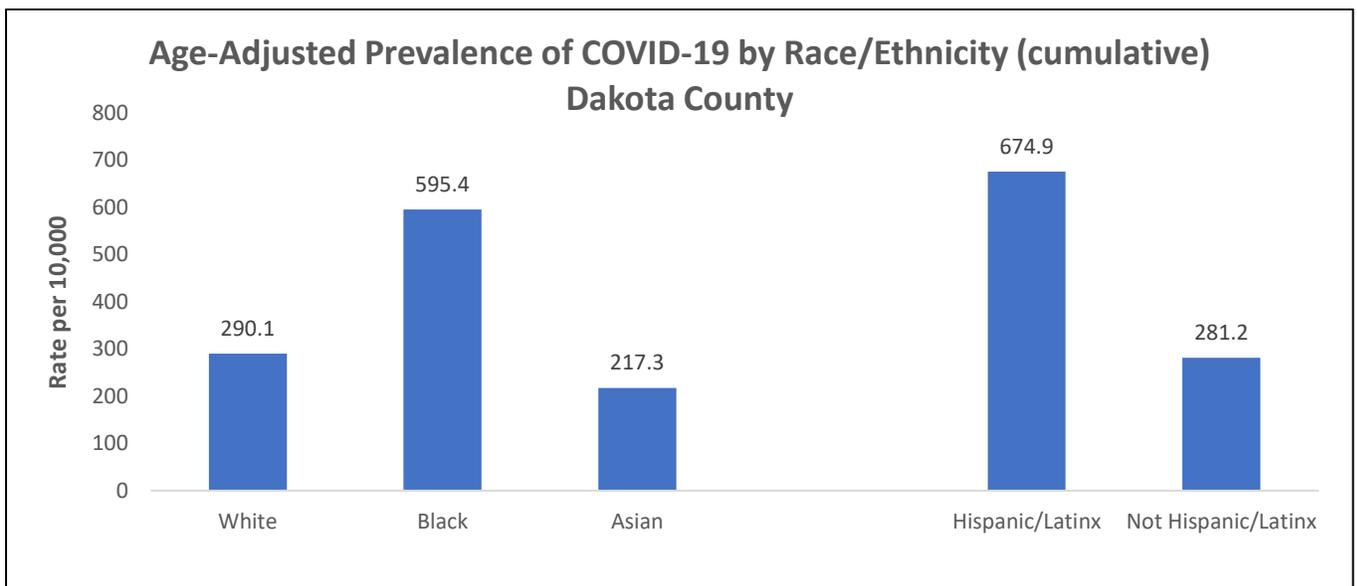
There are several factors that contribute to the spread of COVID-19 in people of all races and ethnicities. Many of these factors disproportionately affect people of color.

- Living in densely populated areas where social distancing is difficult
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- Inadequate access to health care (such as lack of insurance, language barriers, cost barriers, lack of transportation) to get tested and isolated, if infected
- Multi-generational households, where it is difficult to protect older members and isolate those who are sick
- Working in essential service industries (such as health care, grocery stores, etc.) where work is outside of the home in contact with the community
- Working in settings that do not provide paid sick leave so workers can stay home when sick¹

¹ Centers for Disease Control and Prevention, Coronavirus Disease 2019 (COVID-19), COVID-19 in Racial and Ethnic Minorities, www.cdc.gov, accessed on 6/25/2020



Sources: Minnesota Department of Health, COVID-19 Case Database (MEDSS), as of 11/17/2020



Sources: Minnesota Department of Health, COVID-19 Case Database (MEDSS), as of 11/17/2020; 2018 Bridged-Race Population Estimates, Centers for Disease Control and Prevention, wonder.cdc.gov

AG Consulting & Media

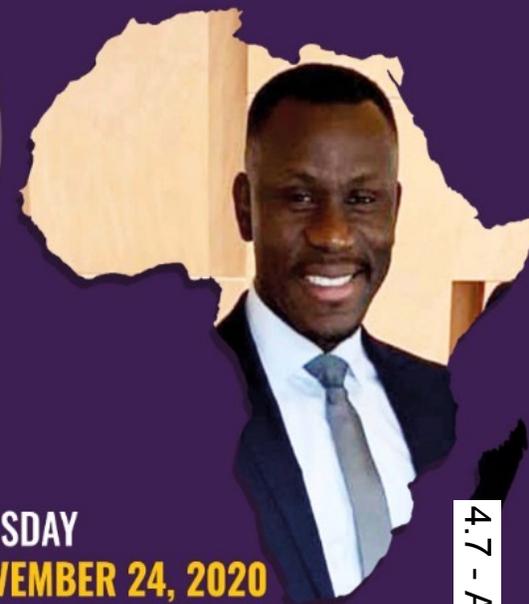
PRESENTS

MANAGING MENTAL HEALTH AND WELL-BEING AMID COVID-19 **COMMUNITY FORUM**

A Dakota County COVID-19 Education and Awareness Initiative



MODERATOR:
MR. BEYOND



ANAB A GULAIID
FOUNDER & PRINCIPAL CONSULTANT, AG CONSULTING & MEDIA



IMAM SHARIF ABDIRAHMAN MOHAMED
CO-FOUNDER OF THE FIRST MOSQUE, DARUL HURA



GRACE TOTOE, MD, FACP
MINNEAPOLIS HEALTH CLINIC



JUDE NNADI
CHIEF OPERATING OFFICER, PAADIO CONSULTING



DR. JULIA UGORJI
INTERIM DEAN OF NURSING AND ALLIED HEALTH, NORTH HENNEPIN COMMUNITY COLLEGE



DR. RICHARD ONI
EXECUTIVE DIRECTOR OF PROGRESSIVE INDIVIDUAL RESOURCES, INC

TUESDAY
NOVEMBER 24, 2020
5:30PM CST



FORUM WILL BE STREAMED LIVE
FACEBOOK VIA **AFRICA, LET'S TALK**
SOMALIA TV, ZEHABESHA

Dakota County CARES Act Funded Project

-99-

4.7 - Attachment B.pdf

AG Consulting & Media

PRESENTS



RESOURCES TO MITIGATE COVID-19 ECONOMIC IMPACT ON AFRICAN COMMUNITIES FORUM

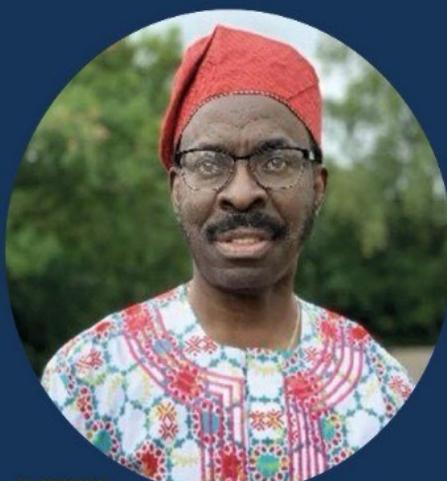
A Dakota County COVID-19 Education and Awareness Initiative

MODERATOR:
MR. BEYOND

-100-



ANAB A GULOID
FOUNDER & PRINCIPAL CONSULTANT, AG CONSULTING & MEDIA



DR. RICHARD OMI
EXECUTIVE DIRECTOR OF PROGRESSIVE INDIVIDUAL RESOURCES, INC



SAM NYAGAH IRERI
CEO, TRANSMART COMPANIES



JUDE NNADI
CHIEF OPERATING OFFICER, PAADIO CONSULTING



HECTORIA YAMOAH
INSURANCE AND FINANCIAL ADVISOR



GENE GELGELU
FOUNDER, PRESIDENT AND CEO, AEDS)/LITTLE AFRICA

MONDAY
NOVEMBER 16, 2020
5:30PM CST



FORUM WILL BE STREAMED LIVE
FACEBOOK VIA AFRICA, LET'S
SOMALIA TV, ZEHABESHA

Dakota County CARES Act Funded Project

4.7 - Attachment B.pdf



CARES Act Funded Project

Outreach and Engagement with Communities of Color

Dakota County is leveraging CARES Act funds to partner with community organizations to address the disproportionate impact of the COVID-19 crisis and related economic hardship on communities of color, with a focus on Black and Latino communities who are disproportionately impacted by COVID-19. CARES projects focus on the following goals: inform community members about COVID-19 and available resources, including those available through CARES Act funding; assist County residents in navigating support programs and gaining access to services; and advise the County's communication strategies to improve reach and effectiveness with communities of color.

The following is a brief description of the CARES funded projects to support outreach and engagement:

| Agency Name | Target Population | Category | Brief Service Description | Contact |
|---|--|--|--|---|
| Abria Recovery and Gateway Health Services | Somali, Oromo and Spanish speaking communities in Dakota County. | Outreach, Education and Service Navigation | Targeted outreach, education, engagement, and navigation assistance to communities of color, by health professionals, mental health professionals and Licensed Alcohol and Drug Counselors. | Abria Recovery, Idman Mohamed, Email: idman.mohamed@abriarecovery.com Gateway Health Services, Halimo Husein, Email: hhusein@gatewayhealthservices.com |
| AG Consulting and Associates | Somali, Ethiopian, Oromo, Eritrean, and West African communities in Dakota County. | Cultural and Language Specific Communication and Messaging | Employ a team to provide COVID-19 education and awareness using CDC, MDH and Dakota County messages but adapting to diverse audiences. Partner with culturally specific media outlets and host educational forums. | Anab Gulaid, Email: anabgulaid@gmail.com |

| | | | | |
|---------------------------------------|---|--|--|---|
| Ally Supportive Services | Black/African American community residents who may experience or be at risk of homelessness and COVID-19. | Outreach, Education and Service Navigation | Outreach, education and navigation services to Black community members related to COVID-19 and community resources. | Amber Hanson, Email: ahanson@allyservices.net |
| Dakota Child and Family Clinic | Patient population from diverse racial/ethnic minority backgrounds. Many identify as LBTQ2S+, Black and Latinx. 40% of COVID-19 testing patients identify as a person of color. | Outreach, Education and Service Navigation | Facilitate and organize Black, Indigenous, People of Color (BIPOC) organization partnerships; identifying barriers to vaccination; building relationships between African American, Asian America and Native American communities. | Miranda Noll, Email: miranda@dakotachildandfamily.org |
| Isuroon | East African community in Dakota County. | Outreach, Education, Service Navigation and Strategic Planning | Support the Somali/East African community to navigate services through the Burnsville office. | Fartun Weli, Email: Fartun.Weli@isuroon.org |
| Restoration for All | African immigrant and refugee communities. | Outreach, Peer Education, and Navigation | Improve participation in COVID testing; resource connection/referral to reduce fear or stigma; and train peer educators. | Dr. Tolulope Ola, Email: tmola@restoreall.org |

UCARE FOUNDATION

METRO COUNTY GRANT

DAKOTA COUNTY (REGION 11) HEALTH EQUITY PROJECT PROPOSAL: OUTREACH AND ENGAGEMENT WITH COMMUNITIES OF COLOR

| | Expense Detail | Amount |
|--|--|------------------|
| Contracts for Services | Contracts with trusted community partners to provide outreach and education to Dakota County's Black and Latinx communities. | \$90,000 |
| Administrative/System Coordination Activities | Expenses associated with administering contracts; facilitating connections between community partners and County staff; and grant management activities. | \$10,000 |
| Total | | \$100,000 |

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Authorization To Accept Minnesota Department Of Human Services Children's Mental Health Screenings Grant Funds And Execute Grant Agreement

| | |
|-------------------------------|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Social Services | <input type="checkbox"/> New FTE(s) requested |
| Contact: Henspeter, Evan | Board Goal: A great place to live |
| Contact Phone: (651) 554-6344 | Public Engagement Level: N/A |
| Prepared by: Tuttle, Suzanne | |

PURPOSE/ACTION REQUESTED

Authorize acceptance of Minnesota Department of Human Services (DHS) Children's Mental Health Screening grant funds and execute grant agreement.

SUMMARY

In 2003, the Minnesota Legislature added mental health screening requirements to Minnesota Statutes to include children's mental health screening for specific child welfare and juvenile justice populations.

The purpose of the children's mental health screening within the child welfare and juvenile justice populations is to integrate mental health into current practices and to promote earlier mental health identification and intervention. Early identification of mental illness followed by the appropriate intervention and treatment may prevent years of disability and provide improved outcomes for children and their families. Focusing on these at-risk populations, and particularly the uninsured and underinsured, grant funding can provide mental health treatment for children who would not otherwise receive these services. Children's mental health screenings facilitate referral of children for further testing and treatment using standardized effective mental health screening instruments. DHS provides funding to counties and tribes to conduct these screenings.

In 2019, over 500 children from Dakota County Child Welfare and Juvenile Justice were offered the Children Mental Health Screening. Although final numbers are not available for 2020, we are on pace to offer the same number of screenings this year and we imagine we will offer approximately the same number for 2021 as well.

The breakdown of the total \$234,004 grant allocation is as follows:

| | |
|------------------|--------------|
| Child Welfare | \$119,499.00 |
| Juvenile Justice | \$114,555.00 |

Staff recommends the County Board authorizes acceptance of the grant funds in the amount of \$234,054 and execution of the grant agreement for the period of January 1, 2021 through December 31, 2021.

OUTCOMES

See Attachment A.

RECOMMENDATION

Staff recommends authorization to accept Children's Mental Health Screening grant funds in the amount of \$234,054 and execute the grant agreement for the period of January 1, 2021 through December 31, 2021.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The grant award is included in the 2021 County Manager's Recommended Budget.

Supporting Documents:
Attachment A: Outcomes

Previous Board Action(s):

RESOLUTION

WHEREAS, in 2003, the Minnesota Legislature added mental health screening requirements to Minnesota Statutes to include children’s mental health screening for specific child welfare and juvenile justice populations; and

WHEREAS, the purpose of the children’s mental health screening within the child welfare and juvenile justice populations is to integrate mental health into current practices and to promote earlier mental health identification and intervention; and

WHEREAS, early identification of mental illness followed by the appropriate intervention and treatment may prevent years of disability and provide improved outcomes for children and their families; and

WHEREAS, children’s mental health screenings facilitate referral of children for further testing and treatment using standardized effective mental health screening instruments; and

WHEREAS, the Children Mental Health Screening grant awarded by the Minnesota Department of Human Services is in the amount of \$234,054 based on an allocation of \$119,499 for Child Welfare and \$114,555 for Juvenile Justice; and

WHEREAS, staff recommends the County Board authorizes acceptance of the Children’s Mental Health Screening grant in the amount of \$234,054 and execution of the grant agreement for the period of January 1, 2021 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the grant award of \$234,054 for the period of January 1, 2021 through December 31, 2021; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement for the period of January 1, 2021 through December 31, 2021; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to alter the grant term, accept additional grant funds and continue grant-funded full-time equivalents (if relevant), consistent with County contracting policies, and inclusion of grant funds in future yearly recommended and adopted budgets, subject to approval by the County Attorney’s Office as to form.

County Manager’s Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney’s Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

Outcomes:**How Much?**

In 2019 over 500 Dakota County children being served by either Corrections or Social Services were offered a mental health screening.

How Well?

In Dakota County, the Mental Health Screening Allocation is used to address children's mental health in the following manner:

- Inform the parent or primary caregivers of the screening results
- Assist families with referrals to a mental health professional for any necessary follow up assessments and/or treatment
- Utilize grant funds for short-term clinical, ancillary, or supportive services not reimbursable by Minnesota Health Care Plans or other insurance

Is Anyone Better Off?

According to the National Institute of Mental Health, one in five children meet criteria for a mental health diagnosis during their lifetime. For many children, lack of access to mental health care is an extraordinary burden due to barriers, including low socioeconomic status and membership in traditionally underrepresented groups. Unfortunately, it is likely less than one-third of children who may need mental health services receive treatment.

The mental health screening can help to open doors for youth because questions are asked that they may never have been asked before. These screenings can assist in obtaining information that helps identify problems the child or youth may be experiencing. By addressing these identified mental health, substance use, and other challenging life experiences these youth may no longer need the assistance of social services, corrections, truancy, or children's mental health.

Those children/youth who are subsequently identified through screening who need or who are at risk of needing mental health services are offered additional referrals and/or services. Early identification of mental health concerns followed by the appropriate intervention and treatment may prevent years of disability and provide improved outcomes for children and their families. Mental health screening can also reduce barriers to learning and result in positive educational and behavioral outcomes as well.

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Authorization To Execute Joint Powers Agreement With School Districts For Early Intervention Services

| | |
|-------------------------------|---|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input checked="" type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Social Services | <input type="checkbox"/> New FTE(s) requested |
| Contact: Henspeter, Evan | Board Goal: A great place to live |
| Contact Phone: (651) 554-6344 | Public Engagement Level: N/A |
| Prepared by: Tuttle, Suzanne | |

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with each of the Dakota County school districts, including Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6, to purchase health and human services from Dakota County that enhance interagency early intervention services.

SUMMARY

Dakota County Social Services and Dakota County Public Health partner with the County school districts to provide interagency early intervention services to young children at risk for developmental delays. The Minnesota Department of Education allocates funding to each school district based on the number of children identified for early intervention services. Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 jointly have indicated their intent to continue using these funds to purchase services from Dakota County for early identification of developmental delays, some direct services, and interagency service coordination.

Dakota County will receive a total of \$92,499.69 from the noted districts for services provided during State Fiscal Year 2020. Of this, \$55,000.00 will be allocated to Public Health and \$37,499.69 to Social Services. Public Health includes this allocation and function as part of the Maternal and Child Health (MCH) program where it supplements the program revenue already supported by the MCH grant and billing health insurance and Medical Assistance for home visiting. The Social Services allocation provides mini grants for services, Interagency Early Intervention Committee (IEIC) coordination, and program materials. Specific amounts due from each district are determined based on final state allocations to the schools.

OUTCOMES

As in prior years, for 2019, the school districts agreed to direct early intervention funds from the school districts to Dakota County to maintain the system of centralized early intervention services Countywide:

How much? In 2019, 124 children had 857 home visits provided by a Public Health Nurse. Sixty families received mini grants for respite care or assistive technology; six Dakota County IEIC meetings were held in 2019 with an average attendance of fifteen members; and all school districts were represented at the meetings.

How well? In 2019, Public Health or school service coordinators and parents received notification on 100 percent of mini-grant applications within 45 days of applying.

Better off? The Dakota County Community Resource survey in 2020 indicated that 79 percent of the information provided in meetings and resource emails was helpful to their job; 70 percent of respondents shared or discussed the provided information with colleagues; and 63 percent referred a client to a resource learned about in a meeting or in email communication.

RECOMMENDATION

Staff recommends authorization to execute a JPA with each of the Dakota County school districts for the purchase of early intervention services from the Dakota County Community Services Division effective upon the date of execution through June 30, 2021, or until completion by the parties of their respective obligations under the JPAs, whichever occurs first, unless earlier terminated by law or according to the provisions of the JPAs.

EXPLANATION OF FISCAL/FTE IMPACTS

There is \$0 net County cost anticipated as a result of this action. The school districts will fund Dakota County costs, and services will be provided to the extent that funds remain available. These funds will be included in the 2021 County Manager's Recommended Budget for Public Health and Social Services.

Supporting Documents:
Attachment A: Joint Powers Agreement

Previous Board Action(s):

RESOLUTION

WHEREAS, Dakota County Social Services and Dakota County Public Health are partners with the Dakota County School Districts in providing interagency early intervention services to young children at risk for developmental delays; and

WHEREAS, Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 have indicated that each intends to continue purchasing the services provided by Dakota County Social Services and Dakota County Public Health for early identification of developmental delays and interagency coordination of interventions to serve these families; and

WHEREAS, Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6 each have negotiated the framework of the scope and nature of services to be provided Countywide under a joint powers agreement (JPA) with Dakota County for the purpose of continuing interagency early intervention services; and

WHEREAS, the JPA will be offered to any and all Dakota County school districts based on the services and reimbursement provisions included in the JPA.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a joint powers agreement with each participating school district in Dakota County, including Independent School Districts 191, 192, 194, 195, 196, 197, 199, 200, and Special School District 6, for health and human services related to interagency early intervention system services, effective upon the date of execution through June 30, 2021, or until completion by the parties of their respective obligations under the joint powers agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of the joint powers agreement, substantially as presented to the Community Services Committee of the Whole on December 8, 2020, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That although the specific amounts due from each district are determined based on final state allocations to the schools, a total of \$92,499.69 from the noted districts is anticipated.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT ____
FOR INTERAGENCY EARLY INTERVENTION SERVICES**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and Independent School District No. ____, _____, _____, MN 55____ ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the School District desires to retain and compensate a qualified party to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, this Agreement is recommended by the Dakota County Special Education Directors Advisory Committee on behalf of the following local school districts in Dakota County: Special School District No. 6, and Independent School Districts Nos. 191, 192, 194, 195, 196, 197, 199 and 200; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 20-__ authorized the County to enter into an agreement with the School District for the provision of Interagency Early Intervention Services by the County to the School District; and

WHEREAS, the School District is willing to retain the County to provide Interagency Early Intervention Services.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of Interagency Early Intervention Services by the County to the School District, as more fully described herein and in the attached Exhibit 1.

Article 2TERM

This Agreement is effective on the date that the last party executes this Agreement (“Effective Date”) through June 30, 2021, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement (“Expiration Date”).

Article 3COOPERATION

The County and the School District agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

Article 4PROVISION OF SERVICES

The County agrees to provide the services referenced below and in Exhibit 1 to the School Districts. All services are available to all districts, but individual districts will access varying levels of each service, dependent upon individual student and district need.

- 4.1. Service Coordination. Maternal Child Health Nurse service coordination will be provided to any child age birth to three (3) years old enrolled in an Early Childhood Special Education program. Maternal Child Health Nurses will provide consultation to school teams and home visiting as well as service coordination with particular emphasis on medically intensive children with multiple needs. A Maternal Child Health Nurse will assist families whose children are receiving early intervention services with resource and referral information. They will assist families in linking to community-based services to meet the needs of their child. They will serve as a liaison between the child’s physician, medical specialist, private providers and the birth-to-three team. Maternal Child Health Nurses will attend their clients Individual Family Support Plan team meeting. Dakota County Public Health will provide the Dakota County IEIC a listing of assigned nurses to each school district Birth to Three Team.
- 4.2. Interagency Coordination and Service Coordination Consultation. Interagency coordination will be provided for the Dakota County Interagency Early Intervention Committee. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams. The Interagency Coordinator will serve as a liaison and representative to the Region 11 Interagency Early Intervention Committee. The Coordinator will develop and promote the goals for interagency early intervention services established by the Region 11 Interagency Early Intervention Committee, the local early intervention committee, and local school districts. This work is capped at a total of 455 hours for all interagency partners during the period of the Agreement.
- 4.3. Services Where No Funding Exists. Review of requests for Part C Services Where No Funding Exists grants will be managed for the school districts. Requests for funding received from designated Early Intervention Service Coordinators will be evaluated by the Interagency Coordinator to determine if Part C statutory requirements are met, and whether other services options exist. For those requests meeting criteria and budget, the Coordinator will issue the grants to the families and track use of the funds through assistance from school Service Coordinators to secure family expenditure reports and documentation.

Article 5REPORTING

- 5.1 Dakota County’s Public Health Department will report their child count for Calendar Year 2020 to the Interagency Coordinator by March 1, 2021.
- 5.2 The Interagency Coordinator will create the Dakota County Help Me Grow Annual Report by September 1, 2021, and provide a copy to the School District Special Education Directors. This report will specify:

- A. Activities of the Interagency Coordinator for the period of this Agreement;
 - B. Number of home visits conducted by Maternal and Child Health Nurses for service coordination in 2020;
 - D. Total child count receiving Maternal and Child Health Nurse service coordination in on December 1, 2020;
 - E. Number of Part C and Family Support mini-grants issued to families, reported by school district, disability, and purpose of the funds, and
 - F. The Part C and Part B child count for December 1, 2020.
 - G. Number of children screened in the Dakota County Childhood Protection Screening Project per calendar year. The report will detail how many were referred to HMG and the outcome of those referrals.
- 5.3 The Interagency Coordinator will provide the School District Special Education Director with an annual report of Region 11 Interagency Early Intervention Committee activities and their compliance with Minn. Stat. § 125A.30 and PL 99-457.

Article 6
COMPENSATION

- 6.1 Total Compensation. The School District shall pay the County an amount not to exceed \$_____ (“Agreement Maximum”) for the services described herein. In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.
- 6.2 Invoices. The County shall, within fifteen (15) working days following June 30, 2021 submit an invoice and request for payment on an invoice form acceptable to the School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice. The School District shall notify the County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected.

Article 7
PROPERTY

Upon termination of this Agreement, any property or surplus funds acquired as a result of the School District’s compensation to the County shall be returned to the School District after the purpose of this Agreement has been completed.

Article 8
LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties’ acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

The provisions of Article 8 shall survive the expiration or termination of this Agreement.

Article 9
INDEPENDENT CONTRACTOR

The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10
DATA PRACTICES AND PRIVACY

- 10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.
- 10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11
TERMINATION

- 11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate..
- 11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12
GENERAL

- 12.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by

or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

_____, Superintendent of Schools
Independent School District 19____

_____, MN 55____
Ph. _____
Email _____

To the County:

Ms. Marti Fischbach, Community Services Division Director
Dakota County Community Services
1 Mendota Road W, Suite 500
West St. Paul, MN 55118-4773
Ph. 651-554-5742
Email Marti.Fischbach@co.dakota.mn.us

- 12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives as named in Article 12.1.
- 12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.
- 12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.
- 12.8 Contract Interpretation and Construction. The parties acknowledge that they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreement and have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.
- 12.9 Entire Agreement. Exhibit 1 is attached and incorporated into this Agreement. By signing this Agreement, the School District acknowledges receipt of Exhibit 1. If there is a conflict between any part of Exhibit 1 and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, Exhibit 1 will be construed and constructed to supplement, rather than conflict with, this

Agreement, unless such construing or construction results in ambiguity. This Agreement is the entire agreement for the provision of the Interagency Early Intervention Services between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. 20-

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Division Director
Date of Signature _____

Approved as to form:

Assistant County Attorney/Date

File No. KS-20-

FOR THE SCHOOL DISTRICT
(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)
Title _____
Date of Signature _____

Exhibit 1**Contract Deliverables Interagency Coordination**

1. Facilitate meetings of the Dakota County Interagency Early Intervention Committee (IEIC).
 - Provide e-mail or written notification of meetings and agendas to IEIC members.
 - Facilitate and provide leadership at IEIC meetings.
 - Assist in identifying IEIC goals.
 - Record and distribute minutes to IEIC members.
 - Obtain and distribute issue-related background information to IEIC members as directed by the Committee or independently.
 - Develop an annual Part C budget on behalf of the Dakota County IEIC.
 - Follow through with specific directives of the IEIC.
 - Assist in determining the needs of families and professionals within Dakota County for specialized technical assistance.
 - Coordinate inservices and resource development for professionals serving birth through five-year-old with developmental and/or behavioral delays and their parents.
 - Survey members annually for needs and concerns.
 - Use group discussion or survey to identify issues to be addressed in the coming year.
 - Assist in determining priorities and assigning tasks to members.
 - Maintain current membership lists for all IEIC committees.
2. Coordinate the distribution of informational and outreach materials through the Dakota County Interagency Early Intervention Committee.
3. Attend and serve as a liaison to the Region 11 Interagency Early Intervention Committee.
 - Report information gathered from the Region 11 meetings and communications to the Dakota County IEIC.
 - Provide input to state early intervention interagency staff and to the Region 11 Interagency Early Intervention Committee regarding Dakota County IEIC issues, concerns, and recommendations.
4. Report to the Dakota County Collaborative Governing Board regularly on Dakota County Interagency Early Intervention Committee activities.
5. Meet with School District Special Education Directors as needed regarding activities and performance.
6. Prepare an annual report for the Special Education Directors including:
 - Region 11 Interagency Early Intervention Committee compliance with Minn. Stat. § 125A.30 and PL 99-457, and
 - Summary of Region 11 and Dakota County Interagency Early Intervention Committee activities.
7. Provide Service Coordination Consultation Services to School District Staff and Public Health Staff, including community resource updates and service coordination training.
8. Review and process requests for Family support Grants and Part C Services Where No Funding Exists grants.
9. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Special Education Teams.

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Authorization To Respond To Request For Assessment Of Need/Letter Of Support From Adira Women's Wellness Center

| | |
|-------------------------------|--|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Consent-Action | <input checked="" type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Social Services | <input type="checkbox"/> New FTE(s) requested |
| Contact: Henspeter, Evan | Board Goal: Excellence in public service |
| Contact Phone: (651) 554-6344 | Public Engagement Level: N/A |
| Prepared by: Schug, Emily | |

PURPOSE/ACTION REQUESTED

Authorize staff to provide a letter to the Minnesota Department of Human Services (DHS) supporting the need for a women's specific outpatient chemical health treatment program in response to the request from Adira Women's Wellness Center.

SUMMARY

Under Minnesota Rule 9530.6800, the need for additional or expanded chemical dependency treatment programs must be determined, in part, based on the recommendation of the county board of commissioners of the county in which the program will be located, and the documentation submitted by the applicant at the time of application to DHS for licensing.

Under Minnesota Rule 9530.6810, when an applicant for licensure for chemical dependency treatment services requests a written statement of support for a proposed chemical dependency treatment program, the county board of commissioners of the county in which the proposed program is to be located shall submit a statement to DHS Commissioner that either supports or does not support the need for the applicant's program.

On November 6, 2020, Dakota County received a request (Attachment A) from Erin Hedstrom, at Adira Women's Wellness Center, requesting that Dakota County provide a written statement that supports the need for the program. The letter requests support for a location to provide a women's specific outpatient chemical health treatment program in Dakota County.

In response to the request Dakota County staff reviewed the results of the County's local needs assessment, including the data showing the need for a women's specific outpatient chemical health treatment program in Dakota County, which supports a need for the type of programming that Adira Women's Wellness Center is providing and will continue to provide at their location in Dakota County.

Dakota County is not taking any position about Adira Women's Wellness Center's qualifications or ability to meet identified needs. The letter of need will be sent to DHS as DHS processes the license applications for chemical dependency services.

RECOMMENDATION

If authorized, staff will send a letter to DHS stating Dakota County supports the need for a women's specific outpatient chemical health treatment program in Dakota County as proposed by Adira Women's Wellness Center.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

Supporting Documents:

Attachment A: Letter from Adira Women’s Wellness Center

Previous Board Action(s):

RESOLUTION

WHEREAS, under Minnesota Rule 9530.6800, the need for additional or expanded chemical dependency treatment program must be determined, in part, based, on the recommendation of the county board of commissioners of the county in which the program will be located and the documentation submitted by the applicant at the time of application; and

WHEREAS, under Minnesota Rule 9530.6810, when an applicant for licensure for chemical dependency treatment services requests a written statement of support for a proposed chemical dependency treatment program, the county board of commissioners of the county in which the proposed program is to be located shall submit a statement to the Minnesota Department of Human Services (DHS) Commissioner that either supports or does not support the need for the applicant’s program; and

WHEREAS, on November 6, 2020, Dakota County received a request from Erin Hedstrom, Adira Women’s Wellness Center, requesting a written statement that supports the need for the program; and

WHEREAS, local needs assessment information suggests a need for the type of chemical dependency treatment services proposed; and

WHEREAS, Dakota County is not taking any positions about Adira Women’s Wellness Center’s qualifications or ability to meet identified needs; and

WHEREAS, DHS will process Adira Women’s Wellness Center’s request for a license to provide women’s specific outpatient chemical health treatment program in their location in Dakota County.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Community Services Director to issue a letter to the Minnesota Department of Human Services stating the following: “Please consider this letter as Dakota County’s support for a women’s specific outpatient chemical health treatment program in Dakota County as proposed by Adira Women’s Wellness Center.”

County Manager’s Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney’s Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager



Attn: Dakota County Board of Commissioners
1590 Highway 55
Hastings, MN 55033

From: Erin Hedstrom, LADC
8761 Inverness Road
Woodbury, MN 55125

Re: Letter of Support

November 6, 2020

Dear Dakota County Board of Commissioners Decision Committee,

Please accept the following as my official Statement of Need for Dakota County approval of an outpatient chemical health program. My name is Erin Hedstrom and I am the owner of Adira Women's Wellness Center LLC. Our company mission is to provide gender-responsive outpatient counseling services to women who are in recovery from substance use disorder in an environment that promotes safety, connection and overall wellbeing. With a focus on sustained recovery we will support clients in making positive lifestyle changes necessary to regain their independence.

The need for female specific programming is due to a variety of factors. Many programs incorporate women into their outpatient program with men or have women's programming in the same location as men. This can be detrimental to the women because substance abuse and victimization appear to be highly correlated; drug abuse increases the risk of violent assault, and victimization appears to increase the risk of substance abuse. A history of trauma is common in the lives of women with substance use disorders. A "trauma-informed" program has an awareness of the pervasiveness of traumatic events and translates that awareness into integrated services that support the coping capacity of clients. This capacity enables a woman to stay and participate in treatment, to engage in a positive therapeutic alliance, and to learn to cope with the aftermath or consequences of trauma. (TIP, Series 51) Studies have reported that single-gender treatment provides a safer and more comfortable treatment environment, which may enhance treatment outcomes, and that women experience greater satisfaction with such treatment than with a mixed-gender alternative. (Greenfield & Grella, 2009) Female trauma survivors in early treatment for substance abuse typically need to be in an all-women group led by a female facilitator.

Historically, literature has reflected that treatment duration (retention) has served as one of the most consistent predictors of post treatment outcome. (TIP, 51) However, for women to receive the gender specific care that spans the entire continuum from residential to outpatient, we must first have outpatient programs that coincide with residential options. The twin-cities metro area has several residential facilities specifically for women but lacks outpatient options to coincide.

Licensing of this program as a 245G by the Minnesota Department of Human Services requires a Letter of Support from Dakota County indicating that they do indeed see a need for these services. It is my hope that the board will see the value in these services and how they align with the 2018-2020 Dakota County Public Health Department Strategic Plan mission statement to “promote physical and mental wellbeing and safety”.

Program Overview:

Location: 444 12th Ave N, South Saint Paul, MN 55075

Geographic area to be served: Offering day and evening outpatient programming for up to 32 women in Dakota County.

Target population to be served: Women over the age of 21 years old.

Documentation of insufficient existing programs: There are currently zero outpatient chemical health programs that are gender specific to women in Dakota County.

Referral sources: According to the most recent DAANES report for Dakota County in 2017, 21.1% of treatment referrals were made by health professionals and 34.5% were referred by self, family or friends. Our commitment is to making connections with local community health professionals and agencies as well residential facilities, such as Tapestry Women’s Residential, for referrals.

Services provided: Outpatient treatment services for up to 6 months consisting of: Group Therapy, Individual Therapy, Art Therapy, Peer Recovery Services, and assistance with connecting to community resources.

Alignment with 2017-2020 Dakota County Public Health Strategic Planning for Health Equity:

- Helping people achieve the highest level of health
- Commitment to address root causes
- Shared value of helping disadvantaged populations
- Understanding the greatest needs

Thank you for your consideration of this request. If you have any questions, please feel free to contact me at (612) 450-0353.

Erin Hedstrom

References

Center for Substance Abuse Treatment. Substance Abuse Treatment: Addressing the Specific Needs of Women. Rockville (MD): Substance Abuse and Mental Health Services Administration (US); 2009. (Treatment Improvement Protocol (TIP) Series, No. 51.) Chapter 7: Substance Abuse Treatment for Women. Available from:
<https://www.ncbi.nlm.nih.gov/books/NBK83257/>

Greenfield, S. F., & Grella, C. E. (2009). What is "women-focused" treatment for substance use disorders?. *Psychiatric services (Washington, D.C.)*, 60(7), 880–882.
<https://doi.org/10.1176/ps.2009.60.7.880>

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Update From Dakota-Scott Workforce Development Board

| | |
|--|--|
| Meeting Date: 12/8/2020 | Fiscal/FTE Impact: |
| Item Type: Regular-Information | <input checked="" type="checkbox"/> None <input type="checkbox"/> Other |
| Division: Community Services | <input type="checkbox"/> Current budget <input type="checkbox"/> Amendment requested |
| Department: Employment and Economic Assistance | <input type="checkbox"/> New FTE(s) requested |
| Contact: Fischbach, Marti | Board Goal: A successful place for business and jobs |
| Contact Phone: (651) 554-5618 | Public Engagement Level: N/A |
| Prepared by: Jacobs, Mark | |

PURPOSE/ACTION REQUESTED

Receive updates about the activities and programs of the Dakota-Scott Workforce Development Board (WDB).

SUMMARY

The WDB's mission is "to lead, collaborate and provide linkages that facilitate workforce planning and support economic development providing individuals, families, employers and the community opportunities to transform lives through optimal employment."

Representatives from the WDB's executive committee will update the Dakota County Board on items including the plan of work, impacts of COVID-19, services to youth and adults, program innovations, key labor force statistics, and accomplishments and challenges over the past year.

RECOMMENDATION

Information only; no action requested

EXPLANATION OF FISCAL/FTE IMPACTS

None.

Supporting Documents:

Previous Board Action(s):

RESOLUTION

Information only; no action requested.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

DAKOTA COUNTY COMMUNITY SERVICES COMMITTEE

Update On December Changes For 2021 County Manager's Recommended Community Services Budget

Meeting Date: 12/8/2020
 Item Type: Regular-Information
 Division: Operations, Management and Budget
 Department: Budget Office
 Contact: Sikorski, Paul
 Contact Phone: (651) 438-4612
 Prepared by: Cater, Karen

Fiscal/FTE Impact:
 None Other
 Current budget Amendment requested
 New FTE(s) requested
 Board Goal: A successful place for business and jobs
 Public Engagement Level: N/A

PURPOSE/ACTION REQUESTED

Receive an update on the December changes for the 2021 County Manager's Community Services Budget.

SUMMARY

Changes have been made to the 2021 County Manager's Recommended Community Services Budget.

Attachment A provides a list of these changes, which have no net effect on the previously recommended County levy increase of zero (0.0%) percent.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

None.

Supporting Documents:

Attachment A: 2021 Preliminary Community Services December Changes

Previous Board Action(s):

RESOLUTION

Information only; no action requested.

County Manager's Comments:

- Recommend Action
- Do Not Recommend Action
- Reviewed---No Recommendation
- Reviewed---Information Only
- Submitted at Commissioner Request

Reviewed by (if required):

- County Attorney's Office
- Financial Services
- Risk Management
- Employee Relations
- Information Technology
- Facilities Management



County Manager

2021 Preliminary Operations December Changes

| Change | Department | FTE | Revenue | Expense | NCC | Notes |
|---|------------------|-------|-------------------------|-------------------------|-----------------|-------------------------|
| <u>OPERATIONS</u> | | | | | | |
| COVID-19 Clinic Testing | Public Health | | 100,000 | 100,000 | - | |
| COVID-19 Clinic Testing | Non-Departmental | | (100,000) | (100,000) | - | Pandemic Response Funds |
| Eviction Prevention | Social Services | 10.00 | 4,256,436 | 4,256,436 | | |
| Eviction Prevention | Non-Departmental | | (2,000,000) | (2,000,000) | - | Pandemic Response Funds |
| <i>Change in 2021 Recommended Levy</i> | | | <i>2,256,436</i> | <i>2,256,436</i> | <i>-</i> | |

