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EMMA L. RUSS

TO: Goodhue County Board of Commissioners
Scott Arenson, Goodhue County Administrator

FROM: Stephen F. O'Keefe
Goodhue County Attorney

DATE: June 26, 2024

RE: Consent Agenda
Goodhue County Drug Treatment Court Cooperative Agreement with First Judicial
District, Goodhue County District Court

I am writing to request Board approval of the attached agreement in relation to the County's receipt of State funding to support ongoing operation of our treatment court. This Agreement is similar to the previous agreement and covers the second year of our State Grant.

Thank you for your consideration and continued support of the Goodhue County Treatment Court.

SFO/jk

GOODHUE COUNTY DRUG TREATMENT COURT
First Judicial District, Goodhue County District Court, and Goodhue County
COOPERATIVE AGREEMENT

This Agreement is entered into by and between the County of Goodhue through its County Attorney’s Office (herein “County”) and the State of Minnesota acting through its agent First Judicial District, Goodhue County District Court (herein “Court”). County and Court shall sometimes individually be referred to as “party” and collectively as “parties” in this agreement.

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

WHEREAS, the Court wishes to enter such an Agreement with County to purchase services and supplies as more fully described below from County coextensive with the availability of County, State, and Federal Funds for such purchase,

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. “Agreement” means this Cooperative Agreement.
- B. “Treatment Court” means Goodhue County Drug Treatment Court.
- C. “Services and Supplies” means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy Number 511.2(a).

These services and supplies are defined as follows:

- 1. Salary: Salary and benefits for staff provided by County to support the Treatment Court provided there is prior approval from the Judicial District Administrator.
- 2. County Employee Expenses: Expenses such as phone reimbursement, supplies, mileage, meals, etc., provided expenses are paid in accordance with MJB travel and expense policies and that there is prior approval from the Judicial District Administrator.
- 3. Travel and Training Expense: Travel and training for Treatment Court team members, both in state and out of state, provided that the team member is listed on the Treatment Court roster, receives prior approval from the Judicial District Administrator, and expenses are paid in accordance with MJB travel and special expense policies.
- 4. Administrative Costs: Treatment Court costs to include office supplies and office equipment. Supplies for Treatment Court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
- 5. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the Treatment Court. Expenses must be paid directly to County vendors and not to Treatment Court participants.
- 6. Bus and Taxi Fare: Bus and Taxi Fare to attend Treatment Court related activities. County vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of County. Expenses must be paid directly to County vendors and not to the Treatment Court participants.

II. TERMS OF THE AGREEMENT

- A. Agreement Period. Notwithstanding the date of signature by the parties, the Agreement period is from July 1, 2024, through June 30, 2025, unless otherwise terminated by law or a provision of this Agreement.

- B. Payment. The Court shall compensate County for costs it incurs or incurred for Services and Supplies identified in I.C. above related to the Treatment Court program and in accordance with the budget cost breakdown submitted to First District Finance.
- C. Payment Rate. The Court shall compensate County for costs it incurs or incurred for Services and Supplies on behalf of Treatment Court participants subject to the following limitation. The cost of the Services and Supplies provided to Treatment Court participants shall not exceed one hundred thousand dollars (\$100,000.00.)
- D. Billing Procedure. County shall submit the Treatment Court Financial Status Report (FSR), which will act as an invoice, to the Court on a quarterly basis for Services and Supplies rendered pursuant to this Agreement. County may submit the FSR electronically to 1stDistrict.Finance@courts.state.mn.us or County may submit as follows:
First Judicial District Administration
Attn: District Finance
1620 S Frontage Rd, Ste 200
Hastings, MN 55033
- E. Responsibilities.
1. County and Treatment Court Responsibilities:
 - a. Provide qualified staff to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants. Services will not include services for treatment.
 - b. Authorize and approve County employee expenses in accordance with MJB travel and expense policies and procedures.
 - c. Establish training requirements and approve or provide appropriate training for Treatment Court team members, both in state and out of state, to meet the required training needs in accordance with MJB travel and special expense policies.
 - d. Provide office supplies, office equipment, drug testing kits and services, and bus and taxi fare for Treatment Court participants as needed in accordance with this Agreement.
 - e. Treatment Courts receiving MJB funding in fiscal year 2025 must comply with the following conditions:
 - i. Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable.)
 - ii. Report Treatment Court data upon implementation of the Tyler Supervision Module.
 - iii. Provide documentation of 30% local match (cash or in-kind) as requested.
 - iv. Provide annual caseload information as requested.
 - v. Redistribute no more than 30% of the total district allocation across treatment courts.
 - vi. Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information about the Peer Review Program is forthcoming.)
 - vii. Engage State and Local partners in discussions about developing a sustainable Treatment Court including the exploration of Federal, State, and Local funding streams to support ongoing Treatment Court operations.
 - viii. Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.
 2. County and Court Responsibilities:
 - a. Fully comply with all MJB policies and procedures as they relate to the terms of this Agreement.
 - b. Arrive at financial agreements that allow the Court and County to operate within fiscally sound principles that meet the payment and receipt procedures.

- c. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.

F. TERMINATION.

1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party's Authorized Representative. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later. Notice is effective if delivered personally or sent by U.S. certified mail, delivery receipt requested.
2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from County, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court or County.

G. AUTHORIZED REPRESENTATIVES.

The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

County:
Stephen F. O'Keefe
Goodhue County Attorney
454 West Sixth Street
Red Wing, MN 55066

The Court:
Brian Jones
First Judicial District Administrator
1620 S Frontage Rd, Ste 200
Hastings, MN 55033

The Authorized Representative, or his or her successor, has authority to bind the party s/he represents. County's Authorized Representative shall have only the authority granted by the Goodhue County Board of Commissioners. The parties shall promptly provide written notice to each other when an Authorized Representative's successor is appointed, which does not require an amendment to the Agreement. The Authorized Representative's successor shall therefore be the Authorized Representative for purposes of this Agreement.

H. ADMINISTRATION.

1. Administration of the Agreement will be monitored for County by Jessica Schumacher, Goodhue County Drug Court Coordinator; 454 West Sixth Street, Red Wing, MN 55066 and all inquiries shall be directed to her attention.
2. Administration of the Agreement will be monitored for the Court by Meghan Knapp, First District Accounting Manager, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033 and all inquiries shall be directed to her attention.

I. LIABLE FOR OWN ACTS.

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

J. COMPLIANCE WITH LAWS/STANDARDS.

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

K. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of County and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the Court, including the State Legislative Auditor and State Auditor, for a minimum of six years from the end of this Agreement.

L. DATA PRIVACY.

It is expressly agreed that County and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all implementing rules (“MGDPA.”) The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the MGDPA or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. County shall require that its contractors comply with the requirements of the MGDPA and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

M. INDEPENDENT CONTRACTOR.

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

N. MODIFICATIONS.

Any amendments to this Agreement are only valid when reduced to writing, specifically identifies as an amendment, and signed by both parties’ Authorized Representatives.

O. SEVERABILITY.

The provisions of this Agreement are 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.

P. MERGER.

This Agreement is the final expression of the agreement of 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.

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COUNTY OF GOODHUE

STATE OF MINNESOTA

Todd Greseth, Goodhue County
Board Chair

Brian Jones, First Judicial District
Administrator

Scott Arneson, Goodhue County
Administrator

State Court Administration

Approved as to form:

Approved as to form:

Stephen F. O'Keefe, Goodhue County
Attorney

State Court Administration, Legal
Counsel

Encumbered by:

First Judicial District Finance