



Court Services
454 West 6th Street
Red Wing, MN 55066



November 5, 2024

County Commissioners,

Court Services was tasked with investigating the availability and costs of contract beds. This office contacted the below counties regarding these beds. No facilities in Northern MN were contacted due to the length of travel.

The entire state is feeling the effects of the lack of beds available, however SE MN has been struggling significantly due to the closure of Dayton Cottage at MCF-Red Wing during Covid.

Detention Bed Availability in Southern MN

Facility	Contact Availability	Distance
Houston County, Caledonia*	\$250/night	107 miles
East Central, Lino Lakes/Anoka	No beds available No contracts outside of Joint Powers	67 miles
Washington County, Stillwater	8-day hold No contracts Contracts additional 5 beds with Lino Lakes	45 miles
Dakota County, Hastings	No contracts	27 miles
Hennepin County, Minneapolis	Did not call due to cost and recent staffing issues	55 miles
Prairie Lakes, Wilmar	\$440/night with contract \$450/night without contract	148 miles

*Attached please find the contract for Board discussion and approval with a request for one contracted bed

**COUNTY OF HOUSTON
AND
COUNTY OF GOODHUE**

INTER-AGENCY JUVENILE DETENTION CENTER SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Goodhue, Minnesota acting through its Board of Commissioners, (hereinafter GOODHUE), and the County of Houston, Minnesota acting through its Board of Commissioners, (hereinafter HOUSTON). WHEREAS, GOODHUE AND HOUSTON, pursuant to Minnesota Statutes Chapter §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business, and,

RECITALS

WHEREAS, HOUSTON and GOODHUE pursuant to Minn. Stat. §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business; and

WHEREAS, HOUSTON operates an eight-day detention juvenile detention center pursuant to and in compliance with Minnesota Department of Corrections rules, (hereinafter the “JDC”), located at 306 South Marshall Street, Caledonia, Minnesota; and

WHEREAS, the parties desire to enter into an agreement for the placement of GOODHUE’s juveniles ages 10-18 in accordance with Minn. Stat. §260B, with HOUSTON at the JDC.

NOW, THEREFORE, in consideration of the mutual undertakings within this contract, GOODHUE and HOUSTON hereby agree as follows:

I. TERM OF CONTRACT

This AGREEMENT shall be effective upon the date the final required signature is obtained by both parties and shall remain in effect until _____, _____, 202_____, unless cancelled pursuant to the provisions set forth in VI. Suspension/Termination below.

II. HOUSTON COUNTY’S DUTIES

HOUSTON agrees to provide for the secure custody, care, and safe keeping of GOODHUE juvenile detainees in accordance with the Minnesota Department of Corrections and the Minnesota Department of Human Services rules, regulations, and procedures and other state laws or court orders applicable to the operations of the JDC facility. Specifically, HOUSTON agrees to provide Juvenile Detention Services:

- A.** reserved bed(s) per day for the duration of this contract.

- B.** HOUSTON may offer non-reserved beds to GOODHUE should HOUSTON have capacity to do so and GOODHUE have a need for such on an as needed basis.
- C.** HOUSTON will accept juveniles presented as GOODHUE County juvenile detainees from authorized GOODHUE personnel only.
 - 1) HOUSTON shall admit juveniles transported to the HOUSTON COUNTY JDC by GOODHUE referring representative who has a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.
 - 2) HOUSTON may refuse admission of a juvenile if the juvenile cannot be physically maintained at the JDC because, in the reasonable belief of JDC staff, the admission would threaten the physical safety of the juvenile, JDC staff or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions.
 - 3) JDC staff will review the admission of juveniles on a case-by-case basis based upon applicable federal, state, and Minnesota Department of Corrections rules/procedures. This includes reviewing the admissibility of juveniles who have consumed alcohol.
 - 4) HOUSTON agrees to admit juveniles without prescribed medications provided that GOODHUE referring representatives provide JDC staff with documentation of attempts to obtain medication.
- D.** HOUSTON will provide appropriate detainee clothing if necessary. Note: HOUSTON shall dispose of any unclaimed juvenile detainee property 30 days after the detainee's release.
- E.** HOUSTON will provide the necessary and appropriate dietary program for each juvenile detainee, which shall include three dietician-approved meals each day.
- F. Medical and Dental Services**

Except in the event of a medical emergency, JDC staff shall notify GOODHUE and obtain prior written authorization for the removal and transporting of a GOODHUE detainee for offsite medical services.

 - 1) **Non-emergency Treatment:**

In the event of a medical emergency JDC staff shall notify GOODHUE of the medical emergency as soon as practicable to do so. In the event a juvenile placed with the JDC pursuant to this contract needs non-emergency medical treatment, JDC staff shall contact GOODHUE and inform them of the juvenile's need for care. GOODHUE will provide transportation for the juvenile needing care to the medical provider. HOUSTON will provide transportation for the juvenile detainee if transportation is

available. The fee for transportation by HOUSTON is one hundred dollars (\$100) per hour.

- 2) **Emergency Treatment:**
In the event a juvenile placed with the JDC pursuant to this contract requires emergency medical treatment JDC staff shall seek appropriate medical treatment for said juvenile detainee.
 - a) If the treatment does not include hospitalization, JDC staff shall notify GOODHUE staff by the next business day.
 - b) If the treatment requires hospitalization, JDC staff shall notify GOODHUE as soon as reasonably possible. HOUSTON shall be responsible for guard services for a reasonable time (not to exceed three (3) hours unless mutually agreed upon by the parties) until GOODHUE is able to assume these duties.
- 3) HOUSTON will promptly forward all bills for medical services from third parties to GOODHUE upon receipt.

G. Interpreter Services

The JDC shall use their interpreter services. The cost for such services will be billed to GOODHUE monthly.

H. Records and Reports

HOUSTON shall have available all detention reports required under Minnesota law and provide said reports to upon request. The parties shall comply with Minnesota Rule Juvenile Procedure §5 and with other terms mutually agreed upon regarding reports.

III. GOODHUE'S DUTIES

- A.** GOODHUE shall be responsible for medical, dental, and psychiatric bills relative to GOODHUE's juvenile placements. HOUSTON shall have no responsibility for any payment or billing.
- B.** GOODHUE shall be responsible for providing hospital guard services for juveniles who require hospitalization unless otherwise agreed to by the parties.
- C.** GOODHUE shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this agreement, where the juvenile will be detained at the facility for longer than forty-eight (48) hours.

D. Delivery of juvenile detainees. GOODHUE shall:

- 1) Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by GOODHUE, GOODHUE shall take immediate custody of the detainee, or detainee shall be released from the JDC.

- 2) Notify in writing (Health Transfer Form), JDC staff of any special medical requirements of detainee before the detainee is accepted by the JDC.
- 3) Notify JDC in writing of any special dietary requirements of a detainee prior to the detainee being accepted by the JDC.

E. Transportation. GOODHUE shall provide transportation and security for juvenile detainees to or from the JDC.

- 1) When transporting a juvenile to or from the JDC the GOODHUE referring representative shall call the JDC at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a juvenile detained at the JDC, GOODHUE staff shall notify JDC staff whether the juvenile will return to the JDC for further detention.
- 3) GOODHUE may by mutual agreement arrange for HOUSTON to transport GOODHUE detainees at the GSA mileage rate and HOUSTON hourly rates set forth in Article II. F., herein.

F. GOODHUE shall be responsible to provide hospital guard services for juveniles who require hospitalization unless otherwise agreed to by both parties.

G. GOODHUE shall be responsible for medical, dental, and psychiatric bills relative to GOODHUE placements. HOUSTON shall have no responsibility for any payment or billing.

IV. **CONSIDERATION AND TERMS OF PAYMENT**

A. Consideration

All services performed and materials supplied by the JDC pursuant to this contract shall be paid by GOODHUE as follows:

- i. Reserved Bed(s): HOUSTON shall be compensated at a rate of two hundred fifty dollars and no cents (\$250.00) per bed per day for each reserved bed.
- ii. Additional Beds: HOUSTON shall be compensated at a rate of three hundred dollars and no cents (\$300.00) per day per bed on an as-needed, as available basis.

B. Payments

All payments shall be made payable to the Houston County Sheriff's Office and delivered to the Houston County Sheriff's Office, Suite 1100, 306 South Marshall Street, Caledonia, MN 55921.

- 1) Reserve Bed(s): GOODHUE shall pay HOUSTON ninety one thousand two hundred and fifty dollars and NO/100 cents (\$91,250.00) within thirty (30) days of the execution of this CONTRACT for twelve (12) months for reserve bed(s).

2) Additional Beds and all other pre-approved and emergency expenses: HOUSTON will provide GOODHUE an itemized invoice by the 15th day of the month for the preceding month's services and expenses set forth in this contract. All invoices are due and payable by the 15th day of the following month. Each payment should reference the HOUSTON invoice by number and the billing month.

C. Corrected Invoices

GOODHUE shall notify HOUSTON within ten (10) business days of receiving the invoice of any potential inaccuracies in the invoice. GOODHUE will promptly remit payment to HOUSTON within thirty (30) days of receiving any corrected invoice.

D. Contract Termination

In the event the agreement is terminated before the completion of services, GOODHUE shall pay HOUSTON for services provided as of the date of termination notice by the party seeking to terminate this agreement.

V. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. HOUSTON COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Brian Swedberg
Houston County Sheriff
Address: 306 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-3379
E-Mail: Brian.Swedberg@co.houston.mn.us

B. GOODHUE'S authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:

VI. SUSPENSION/TERMINATION

- A. Should conditions arise making it impractical or undesirable for the JDC to continue to house juvenile detainees in accordance with the provisions herein, HOUSTON may temporarily suspend or restrict the number of GOODHUE detainees upon a minimum of a two-week written notice to GOODHUE. Should this event occur JDC staff shall provide regular updates to GOODHUE as to the status of the suspension or limitation of services under this contract.
- B. This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, HOUSTON COUNTY shall be entitled to all accrued compensation and reimbursement for expenses set forth herein.

VII. FORCE MAJEURE EVENT

A *Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the JDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON will promptly notify **GOODHUE** of occurrence of the event, its effect on performance, and how long HOUSTON expects the event to impact its performance of obligations. Thereafter HOUSTON shall provide updates and information to **GOODHUE** as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

VIII. ASSIGNMENT/SUBCONTRACTING

- A. HOUSTON shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of GOODHUE.
- B. HOUSTON shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized representative of GOODHUE. HOUSTON shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of HOUSTON used to perform any portion of this agreement shall report to and bill HOUSTON directly. HOUSTON shall be solely responsible for the breach, performance or nonperformance of any subcontractor.
- C. GOODHUE is aware of and agrees to the use of Advanced Correctional Healthcare, Inc. as a subcontractor as the JDC's medical provider for juvenile detainees in the JDC.

IX. LIABILITY

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between GOODHUE and HOUSTON.

JDC employees at all times remain under the direction and supervision of HOUSTON. GOODHUE employees at all times remain under the direction and supervision of GOODHUE. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

GOODHUE agrees to reimburse HOUSTON for all Workers' Compensation claim expenses related to injuries incurred by HOUSTON employees while transporting and escorting GOODHUE detainees at GOODHUE's direction to non-JDC locations.

X. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the JDC and GOODHUE in accordance with this contract, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the JDC in accordance with this contract.

HOUSTON will not release any data it collects, maintains, or generates by or on-behalf of GOODHUE. Further, HOUSTON will notify GOODHUE within two business days of any request it receives to release data for which GOODHUE is responsible.

In the event HOUSTON receives a request to release the data regarding **GOODHUE** detainees, HOUSTON should immediately notify **GOODHUE**. **GOODHUE** will provide HOUSTON instructions concerning the release of the data to the requesting party before the data is released. GOODHUE agrees to provide HOUSTON instructions concerning the release of data to the requesting party before the data is released.

In the event of a data security breach HOUSTON shall fully and immediately comply with applicable state and federal laws and shall take the appropriate steps to remedy such data breach.

XI. AMENDMENTS

The parties agree that no change or modification to this contract, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this contract. The execution of the change shall be authorized and signed in the same manner as this contract, or according to other written policies of the original parties.

XII. NOTICES

All notices shall be provided by the parties shall be in writing and delivered to the authorized representatives of HOUSTON and GOODHUE at its address stated herein.

XIX. AUDIT

Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the JDC relative to this agreement shall be subject to examination by GOODHUE and the Office of the Minnesota State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be generated and maintained by HOUSTON for a minimum of six (6) years following termination of this contract for such auditing purposes. The retention period shall be automatically extended during any administrative or judicial action involving HOUSTON and GOODHUE regarding matters to which the records are relevant.

XX. CONTROLLING LAW

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Houston County, Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

XXI. SEVERABILITY

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail in its purpose. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

XXII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between GOODHUE and HOUSTON relating to the subject matter hereof.

XXIII. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: Liability, Government Data Practices Act, Audit, Severability, Entire Agreement, and Controlling law.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signatures)

[Insert Name]
Houston County Board Chair

APPROVED:

GOODHUE COUNTY

By: (authorized signatures)

Date
[Insert Name]
[Insert Title]

Date
[Insert Name]
[Insert Title]

**APPROVED AS TO FORM
AND CONTENT:**

By:

Samuel Jandt Date
Houston County Attorney

**APPROVED AS TO FORM
AND CONTENT:**

By:

[Insert Name]
Goodhue County Attorney

Date