



STAFF REPORT

DATE: July 19, 2022

CONSENT

TO: Mayor and City Council

FROM: Kristina Handt, City Administrator

AGENDA ITEM: Service Contract with Youth Service Bureau

BACKGROUND:

Statutory cities, like Lake Elmo, are limited to the authority granted to them under state statute. Generally, cities are not granted authority to make donations to non-profits. However, a city may use its contracting powers to enter into an agreement for services from a non-profit. The City has been giving money to Youth Service Bureau (YSB) for a number of years. It is typically handled in the annual budgeting process. The City has approved an annual contract with Youth Services Bureau since 2017. The fee in the 2022 contract was \$5,407.50.

ISSUE BEFORE COUNCIL:

Should the city approve a service contract with Youth Service Bureau for 2023?

PROPOSAL DETAILS/ANALYSIS:

Included in your packet is a contract for services between Youth Service Bureau and the City of Lake Elmo for 2023. The contract outlines the services provided by Youth Service Bureau to a person living in, attending school in or issued a citation in the City of Lake Elmo. In exchange, the City of Lake Elmo will pay \$5,500 to YSB for these services. This is less than a 3% increase from last year. Otherwise, the contract is the same as in previous years with just an update to the dates.

FISCAL IMPACT:

The fee for the service for 2023 is \$5,500.

OPTIONS:

- 1) Approve the service contract
- 2) Amend and then approve the service contract
- 3) Do not approve the service contract

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the 2023 Service Contract with Youth Service Bureau

ATTACHMENTS:

- 2023 Contract

Service Contract between CITY OF LAKE ELMO and YOUTH SERVICE BUREAU, INC.

The City of Lake Elmo, 3800 Laverne Avenue North, Lake Elmo, Minnesota 55042, hereinafter referred to as the "City," and Youth Service Bureau, Inc., 6120 Oren Avenue North, Box 12, Stillwater, Minnesota, 55082, hereinafter referred to as the "Contractor," enter into this agreement for the period from January 1, 2023, to December 31, 2023.

WHEREAS, the City is committed to using community-based approaches to strengthen individuals, families, and community;

WHEREAS, the City has identified the following outcomes for juvenile diversion and early intervention:

Juvenile offenders will be held accountable for their actions by engaging in activities that repair the harm done to the victim and community and will participate in programs that promote an increased understanding of the impact of their offense on victims, communities, and themselves;

Crime victims will be notified of diversion proceedings; will have opportunities to provide input; and, if willing, will have the opportunity to participate in the process;

Community members will have active and direct involvement in programming;

WHEREAS, the City, pursuant to its goals of providing accountability and the most appropriate diversion and early intervention available to juvenile offenders, wishes to purchase services for youth involved in at-risk behavior from the Contractor to support these outcomes;

NOW, THEREFORE, the parties agree as follows:

1. Contractor's Responsibilities

Contractor agrees to provide the following services:

- a) Complete an in-person intake meeting with the juvenile and parent(s) with all qualified referrals and to include approved standardized screening tools.
- b) Provide Community Work Service (CWS), and recruit and support CWS sites. Supervise and monitor community work service clients who are ordered by a court and/or referred by local law enforcement officials. Actively connect with CWS sites in the community, strengthen those relationships and seek/develop new CWS sites for youth.
- c) Provide educational and prevention/early-intervention programs, specifically as follows: chemical awareness, bullying awareness, conflict awareness, theft awareness, or another approved alternative. Eligible juveniles include those who are Court-ordered, and those who are referred by local law enforcement, schools, or parents. The reason for the referral must be for behavior or actions that could result in a police report, a citation, or a petition for delinquency.
- d) Provide evaluation and counseling. Counseling services can include crisis intervention, individual and family and group counseling. Families will pay for these services using insurance coverage or by using an available sliding-fee scale. The City subsidizes costs of counseling services after the family's insurance coverage or ability to pay has been exhausted.

e) Provide victims of crimes diverted by local law enforcement the opportunity for direct or indirect involvement into how the juvenile should be held accountable, including consideration of the impact of the crime on the victim and any specific needs for restitution. When necessary, due to the nature of the offense, restitution will be determined, collected, and paid to the victim.

f) When possible and appropriate, facilitate restorative justice interventions, such as victim-offender mediation, family group conferencing, and/or community-panels, so that juvenile offenders are held directly accountable to the victim and victimized community through some form of reparation.

g) Monitor agreements or contracts to ensure follow-through by juvenile offenders. The agency agrees to use a standardized contract form as developed by the Washington County Juvenile Probation Aide and the individual Youth Diversion Specialists at quarterly meetings. Ongoing communication between the Diversion Specialists and the referring parties is expected to allow for maximum case-management and coordination.

h) The Contractor agrees to provide the programs for youth and families enumerated in Attachment A, which is incorporated herein by reference.

2. Client Eligibility

A person, subject to the purview of the City (meaning such persons as live in, attend school in, or are issued a citation in the city) between the ages of five and eighteen, or older if still in high-school, their family members, and the victims of juvenile crime who are assessed to be appropriate shall be eligible for services provided under the terms of this Agreement.

3. Cost and Delivery of Purchased Services – The total amount to be paid to the Contractor for services purchased under this agreement shall not exceed Five Thousand Five Hundred Dollars (\$5,500.00). For these services, the City agrees to make an annual payment to the Contractor of Five Thousand Five Hundred Dollars (\$5,500.00) on or about April 1, 2023. The City acknowledges that evaluation and counseling services will be provided to families at rates set by YSB, which may be paid through insurance or directly by families with the ability to pay for such services.

4. Evaluation, Reporting, and Information Requirements – The Contractor agrees to reasonable evaluations of its programs, employees, and volunteers and make them available for review by the City if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the City and/or local law enforcement on referred cases.

5. Indemnification – The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. 466.04. The City will indemnify YSB, Inc., from and against all liability up to the liability limits set forth in Minn. Stat. 466.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the City under this clause.

6. Insurance Requirements – The Contractor agrees that in order to protect itself, as well as

the City, from claims arising out of the Contractor's activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following coverage: professional liability insurance in the amount of One Million Dollars (\$1,000,000); comprehensive general liability insurance policy in the amount of One Million Dollars (\$1,000,000); automobile liability insurance, including non-owned and hired autos, in the amount of One Million Dollars (\$1,000,000). The Contractor further agrees to maintain Workers' Compensation insurance as required by applicable law. Contractor will also maintain excess liability coverage in the amount of One Million Dollars (\$1,000,000) per occurrence. Certificates of Insurance showing the coverage listed herein shall be provided to the City within 30 days of the effective date of this contract.

7. **Data Privacy** – All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor because of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as amended, the Minnesota Rule implementing such Act now in force or as adopted, as well as federal regulations on data privacy.
8. **Record Disclosures/Monitoring** – Pursuant to Minn. Stat. 16C.05, Subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.
9. **Nondiscrimination** – During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
10. **Independent Contractor** – Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the City or the City's law enforcement services provider. No tenure or any rights or benefits, including Workers' Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.
11. **Conditions of the Parties' Obligation** – This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement. In the case of cancellation of this contract, the fee will be refunded on a prorated basis based on the number of months left in the contract.
12. **Compliance With Law** – The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted insofar as they relate to the Contractor's performance of the provisions of this agreement.

13. Firearms – Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on City premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

14. Savings Clause – If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

15. Governing Law – The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

16. Notices – If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses

As to the City:

City Administrator
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

As to the Contractor:

Youth Service Bureau, Inc.
6120 Oren Avenue North, Box 12
Stillwater, MN 55082

IN WITNESS THEREOF, the City and the Contractor have executed this agreement this

_____ day of _____, 2022.

By: _____
Mayor, City of Lake Elmo

By: _____
City Administrator, City of Lake Elmo

By: _____
Executive Director
Youth Service Bureau, Inc.