



Marty Kelly
Goodhue County Sheriff

430 West 6th Street
Red Wing, MN 55066
Office (651) 267.2600
Dispatch (651) 385.3155

TO: Goodhue County Commissioners
FROM: Kristine Holst, Financial Manager
DATE: May 5, 2023
RE: Sentence to Serve Contract Renewal with the State of MN

SUMMARY

The State of Minnesota Sentence to Service contract is coming due for renewal. The renewal agreement is for the fiscal 2-year period starting July 1st, 2023 and ending on June 30th, 2025, which is FY2024-2025.

BACKGROUND

Goodhue County has entered into this Sentence to Serve agreement with the State of Minnesota for several years. The services provided have been of great benefit to the county and individual communities and townships within Goodhue County on several levels including monetary savings, manpower provided and public relations.

Total cost for the State STS contract is \$518,094.20. This represents a 0% increase from FY2023. The Department of Corrections requested an increase of 1.3 million in the FY24 Governor's budget to cover increased costs to operate the crews and pass along a zero percent increase to the current income contracts.

This State of MN STS contract will be contingent to the approval of the STS contract between Goodhue County and the City of Red Wing. As in the past, the City of Red Wing will be expected to pay 25% of the total State STS contract, which is \$129,523.55. The City of Red Wing contract has been submitted to them and we are waiting for approval from the City Council.

Goodhue County also receives revenues to offset the State STS contract for work performed for other cities, townships, fair boards and school districts.

RECOMMENDATION

Respectfully request the Goodhue County Board of Commissioners approve renewing the State of MN Sentence to Serve contract for 7/1/23-6/30/24 contingent the approval of the City of Red Wing Sentence to Service contract.

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

An Equal Opportunity Employer



State of Minnesota

Income Contract

SWIFT Contract Number: _____

This Contract is between the State of Minnesota, acting through its commissioner of corrections, Field Services Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 (“State”) and Goodhue County, whose designated business address is 430 W. 6th St, Red Wing, MN, 55066 (“Purchaser”). State and Purchaser may be referred to jointly as “Parties.”

Recitals

1. Under Minn. Stat. § 241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of a Sentencing to Service (STS) program for low risk individuals ordered to perform community work service.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. July 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State’s Duties

The State will:

- 2.1 Provide 3 crew leader(s) who will supervise up to 10 individuals each approximately 40 hours per week, including the hour’s crew leaders spend for daily preparation and communication.
- 2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:
 - a. Total number of individuals served
 - a. Total number of individuals completing STS obligation
 - b. Number of individuals exiting prematurely
 - c. Total number of hours worked by STS

- d. Dollar benefit of STS labor at \$10.00 per hour and/or estimated market value of projects completed
- e. Description of work completed

- 2.3 Divide the work of crews proportionate to funding participation between States’s referred projects and Purchaser’s referred projects, some of which may be performed outside the Purchaser’s jurisdiction.
- 2.4 Train each work crew in safety principles and techniques relevant to the work being done.
- 2.5 Screen projects to ensure that they meet STS guidelines.

3. Payment

3.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed the total below as its share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser’s share of the crew leader includes time scheduled for training, vacation, sick leave, and holidays.

3.2 Terms of payment: Payment shall be made by the Purchaser to the State. Payments are due on or before dates listed below:

Payment Due	7/30/2023	1/1/2024	7/1/2024	1/1/2025
Amount Due	\$129523.55	\$129523.55	\$129523.55	\$129523.55

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$518094.2.

4. Authorized Representative

The State's Authorized Representative is Dan Traun, 1450 Energy Park Drive, STE 200, St. Paul, MN 55108, Phone: 651-361-7120, email dan.traun@state.mn.us or his/her successor or delegate.

DOC Supervisor Liaison is Jenny McMahon, Red Wing District, 608 Main Street, , Red Wing, MN, 55066

The Purchaser’s Authorized Representative is Kristine Holst, Goodhue County, 430 W. 6th St, Red Wing, MN, 55066, Phone: 651-267-2828, email Kristine.Holst@co.goodhue.mn.us, or his/her successor. If the Purchaser’s Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

8. Publicity and Endorsement.

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

9. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

10. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____