



**Marty Kelly**  
Goodhue County Sheriff

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

TO: Goodhue County Commissioners  
FROM: Kristine Holst, Financial Manager  
DATE: June 1, 2023  
RE: Sentence to Serve Contract Renewal with the City of Red Wing

#### SUMMARY

The Sentence to Serve contract between Goodhue County and the City of Red Wing is coming due for renewal as of June 30<sup>th</sup>, 2023. The renewal agreement is for the fiscal 2-year period starting July 1, 2023 and ending June 30<sup>th</sup>, 2025.

#### BACKGROUND

The Sentence to Serve renewal contract has been approved and signed by the City Council and the Mayor. The City has agreed to pay 25% of the State STS contract, which is \$129,523.55. This pays for one half-time crew leader to perform work for the City.

Goodhue County has entered into this agreement with the City of Red Wing for several years. The service has greatly benefitted the City of Red Wing and they wish to renew the agreement for the next two-years.

#### RECOMMENDATION

Respectfully request the Goodhue County Board of Commissioners approve renewing the City of Red Wing Sentence to Service contract for 7/1/23-6/30/25.

### **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

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**JOINT POWERS AGREEMENT  
BETWEEN CITY OF RED WING AND GOODHUE COUNTY**

**THIS AGREEMENT** is made by and between the City of Red Wing (hereinafter referred to as City), and the County of Goodhue (hereinafter referred to as County), located at the Goodhue County Government Center, 509 West Fifth Street, Red Wing, Minnesota, 55066.

**WHEREAS**, Minnesota Statutes Section 609.135, Subdivision 1 (2006) provides that a Court may order non-institutional sanctions for a defendant, including community work service, commonly known as "Sentencing to Service" (STS);

**WHEREAS**, Goodhue County has numerous inmates available to provide services to its communities through its STS programs;

**WHEREAS**, the City has many appropriate projects and worksites where STS crews could perform services which would otherwise be uncompleted;

**WHEREAS**, the County has authority, pursuant to Minnesota Statutes Section 373.01, Subdivision 1(5) (2006), to hold real property and to make contracts in relation to property and concerns of the County necessary to the exercise of its corporate powers; and the City has similar powers under Minnesota Statutes Chapters 410 and 412, and Red Wing City Charter;

**WHEREAS**, the City and the County have authority, pursuant to Minnesota Statutes Section 471.59, Subdivision 1 (2006), to jointly or cooperatively exercise any power common to the contracting parties or any similar powers;

**WHEREAS**, the City and the County have determined that it is in the public interest to maintain City special projects utilizing "Sentencing to Service" personnel;

**NOW, THEREFORE**, the City and the County agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide services to the City which could not otherwise be obtained and to provide worksites to the County STS Program effective July 1, 2023 through June 30, 2025 (FY24/25).

The STS Program will be limited to non-dangerous offenders who are sentenced by the Court to perform community service as part

of a jail sentence or in lieu of jail or a fine or eligible pursuant to other provisions in state law. The purpose of this Agreement is to set forth the responsibilities of the City, the DOC, and the County as they relate to the providing of services and compensation therefore.

## II. GOODHUE COUNTY RESPONSIBILITIES

- A. The County shall arrange that the DOC Sentencing to Service supervisor located in STS Region Five in Red Wing, Minnesota, shall represent the DOC in working with the County designee, Heather Stephens, ADC Captain, and the City designee, Shawn Blaney.
- B. The County shall arrange that the DOC will provide one half-time crew leader who will supervise offender crews in the City one-hundred percent (100%) of his/her time which will amount to approximately twenty (20) hours per week. The crew leader will supervise the work of up to ten (10) offenders who make up a work crew as they work on various conservation and beautification projects.
- C. The County shall arrange that the DOC Sentencing to Service supervisor will provide supervision to the crew leaders.
- D. The County shall arrange that the DOC Sentencing to Service supervisor shall make progress reports to the City and to the County within sixty (60) days of the end of each quarter.

Included in the report to the City shall be:

- 1) Total number of clients served.
  - 2) Total number of days worked for the City.
  - 3) Total number of hours worked by STS clients.
  - 4) Dollar benefit of STS labor at \$10.00 per hour and estimated market value of projects completed.
  - 5) Type of work done.
- E. The County shall assure that the crew leader shall base the work crews in the City. Work of the crews shall be divided as follows: All work done on City projects. The crew leader shall train each work crew in safety principles and techniques relevant to the work being done. Suggestions for work projects will be submitted by the City to the crew leader.

**III. CITY RESPONSIBILITIES**

- A. The City agrees to reimburse Goodhue County for 25% of the FY2024 and FY2025 Department of Corrections STS Contract (which is \$518,094.20) between the Department of Corrections and Goodhue County. This would cover the cost of providing one half-time crew leader and placing the work crew into service on the STS Program for the City during the term of this Agreement. The City's cost includes time scheduled for training, vacation, sick leave, and holidays based on the terms and conditions of the AFSCME bargaining agreement.
- B. Pursuant to this agreement, and before any work is begun, the City shall agree to pay the County based on the following payment schedule and amounts.

<u>Amount Due</u>	<u>Due Date</u>
\$32,380.88	before 7/01/23
\$32,380.88	before 1/01/24
\$32,380.88	before 7/01/24
\$32,380.91	before 1/01/25
\$129,523.55	Total amount due for FY24-25

- C. These funds are to be used to reimburse the County to maintain STS crew operations, including salaries, related work tools, equipment, and transportation. No funds from this Agreement shall be used for seed, chemicals, or project materials.
- D. The City and the County agree that the work performed by inmates will not result in the displacement of currently employed workers or workers on seasonal layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.

**IV. GENERAL PROVISIONS**

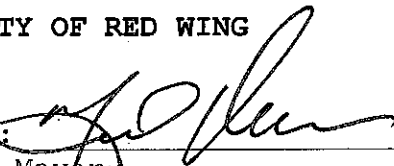
- A. Major decisions concerning this project shall be jointly resolved by the DOC Sentencing to Service supervisor, the County designee, and the City designee.
- B. This Agreement may be amended at any time by mutual agreement between the two governmental bodies enacted by resolution of their respective governing boards and the DOC as memorialized in writing signed by all parties.

- C. The DOC is responsible for screening projects to determine which projects meet Sentencing to Service guidelines.
- D. The County hereby designates the ADC Captain, Heather Stephens, and the Sheriff as the County's Agent for purposes of this Agreement. The City shall designate, in writing, Shawn Blaney, Public Works Director, as the City's Agent for purposes of this Agreement.
- E. Either the DOC, the County, or the City may cancel the Agreement on thirty (30) days' notice. If a cancellation occurs, all unexpended funds for the period shall be returned to the appropriate agency.
- F. The Program shall be referred to as the "Sentencing to Service Program" (STS).
- G. The books, records, documents, and accounting procedures and practices of the County and the DOC relevant to this Agreement shall be subject to examination by the City and the legislative auditor.
- H. This Agreement shall be effective on July 1, 2023, and shall remain in effect until June 30, 2025, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs earlier.
- I. Claims or demands arising out of the injury or death among offender crew members will be governed by Minnesota Statutes Sections 3.736 and 3.739, and other applicable laws.

**IN WITNESS WHEREOF**, the parties have caused all portions of this Agreement to be duly executed.

**CITY OF RED WING**


**COUNTY OF GOODHUE**

By:   
 Mayor,  
 City of red Wing

by: \_\_\_\_\_  
 Chairman,  
 Board of Commissioners

By:   
 Council Administrator

by: \_\_\_\_\_  
 County Administrator

By:   
 City Clerk

Date: \_\_\_\_\_

Date: 5-22-2023