



Le Sueur County, MN

Tuesday, April 18, 2017

Board Meeting

Item 15

10:55 a.m. Brian Collins, Probation

RE Contract

Staff Contact:

STATE OF MINNESOTA INCOME CONTRACT

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 LeSueur County, Darrell Pettis, 88 South Park Ave, LeCenter, MN, 56057 ("Purchaser").

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 offenders 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.

Contract

1 Term of Contract

- 1.1 **Effective date:** **July 1, 2017**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **June 30, 2019**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide 1 crew leader(s) who will supervise up to 10 offenders 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 offenders served
 - b. Total number of offenders completing STS obligation
 - c. Number of offenders exiting prematurely
 - d. Total number of hours worked by STS offenders
 - e. Dollar benefit of STS labor at \$7.00 per hour and estimated market value of projects completed
 - f. Description of work completed
- 2.3 Divide the work of offender 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 Purchaser's Duties

- 3.1 It is the Purchaser's responsibility to certify in writing to the appropriate bargaining agent that the work performed by offenders will not result in the displacement of current employees or seasonal workers to include reduction in hours, wages, or other employment benefits for all Purchaser's referred projects.
- 3.2 Obtain all necessary permits or licenses or special authority for all Purchaser's referred projects.

4 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

- 4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed \$131,595.75 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 based on DOC Division Directive 205.116* and the terms and condition of the AFSCME bargaining agreement.

*A copy of DOC Division Directive 205.116, "Sentencing to Service and Institution Community Work Crew Staff, Selection, Training and Activity" can be obtain through the DOC electronic policy manual at <http://www.doc.state.mn.us/DOcpolicy2/Document/205.116.htm> or by contacting the (State's/DOC's) Authorized Representative.

- 4.2 Terms of payment: Payment shall be made by the Purchaser to the State as follows:

Payment Amt	Pay on or before
\$31,940.72	Before any work had begun (July 1, 2017)
\$31,940.72	On January 1, 2018
\$33,857.16	On July 1, 2018
\$33,857.16	On January 1, 2019

Payment will be made no later than the 23rd day following the last day of the billing period.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed \$131,595.75

5 Authorized Representatives

The **State's** Authorized Representative is:
(or his/her successor)
Brian Collins
District Supervisor
608 Main Street
Red Wing, MN 55066
brian.collins@state.mn.us

The **Purchaser's** Authorized Representative is:
(or his/her successor)
LeSueur County
Darrell Pettis
88 South Park Ave
LeCenter, MN, 56057
dpettis@co.le-sueur.mn.us

6 Amendments, Waiver, and Contract Complete

- 6.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 6.2 **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.
- 6.3 **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.

7 Liability

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

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser will work with the State to determine what data should be released to the requesting party.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

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 and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 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.

12 Termination

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

1. PURCHASER

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of the Purchaser as required by applicable articles, bylaws, resolutions, or ordinances.

By
Signature
Darrell Pettis
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

By
Signature
Print Name
Title:
Date:

2. STATE AGENCY (With delegated authority)

By
Ron Solheid
Deputy Commissioner
Date

3. COMMISSIONER OF ADMINISTRATION (As delegated to Materials Management Division)

By
Date

