



Le Sueur County, MN

Tuesday, March 26, 2019

Board Meeting

Item 9

10:30 AM - Darrell Pettis, County Administrator

RE: Storm Water Retention Pond Agreement

RE: Sentencing To Service Income Contract

RE: West Jefferson

Staff Contact:

Retention Pond Agreement

This Agreement is made this ____ day of March, 2019, by and between the City of Le Center, hereinafter “City,” and Le Sueur County, hereinafter “County.”

Whereas, the County is in the process of completing construction on the Le Sueur County Justice Center, and

Whereas, as part of that construction process, the County has identified the need to properly deal with storm water runoff from its project site and its constructed facility, and

Whereas, the City has a storm water retention pond adjacent to the project site which the County can utilize for storm water collection, treatment, and disposal purposes, and

Whereas, the parties agree that the County may utilize the City’s storm water retention pond adjacent to the project site according to the following terms and conditions:

1. The County will be allowed to divert its storm water runoff from its site by utilizing and sending the same to the City’s existing retention pond.
2. The City will allow the County a license to run its storm sewer line to the City’s retention pond with the understanding that the storm sewer line will be ran in the City’s right of way with the City maintaining ownership of the storm sewer line. Said storm sewer line will be constructed and placed according to City specifications. Upon completion of construction of the same, the City will own said line.
3. The County will pay for any and all regular and routine maintenance associated with the retention pond and the County will additionally pay for any and all costs to enlarge the pond to accommodate the amount of storm water runoff from the County’s site/project.
4. The City will provide the County with notice of any potential additional users of the storm water retention pond in the event that additional users would be allowed use of the retention pond.

John King, Le Sueur County Board Chair

Dated: _____

Darrell Pettis, Le Sueur County Administrator

Dated: _____

Josh Fredrickson, Mayor-Le Center

Dated: _____

Christopher Collins, Le Center Administrator

Dated: _____

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 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, 2019**, 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, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide 0.5 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 \$8.00 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.
- 3.3 Identify non-dangerous offenders who are sentenced or authorized by the court to do community work service in lieu of a jail sentence, a fine, as a sole sanction, or eligible pursuant to other provisions in state law.

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 FY20-21 total below as its 75% 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. The State share of the cost is 25%.
- 4.2 Terms of payment: Payment shall be made by the Purchaser to the State. Payments are due on or before dates listed below:

| Payment Due | 7/30/2019 | 1/1/2020 | 7/1/2020 | 1/1/2021 | FY20-21 Total |
|-------------|--------------|--------------|--------------|--------------|---------------|
| Amount Due | \$ 17,521.08 | \$ 17,521.08 | \$ 18,134.32 | \$ 18,134.32 | \$ 71,310.80 |

5 Authorized Representatives

The **State's** Authorized Representative is:
 (or his/her successor)
 Jenny McMahon
 608 Main Street
 Red Wing, MN 55066
jenny.mcmahon@state.mn.us
 651-301-7208

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
 507-357-2251

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. In the event that either party terminates the contract, all contract costs and payments due shall be pro-rated according to the date of the termination of the contract.

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.

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| By |
| Signature |
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| Print Name |
| Title: |
| Date: |

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| By |
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| Print Name |
| Title: |
| Date: |

2. STATE AGENCY (With delegated authority)

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| By |
| Sarah Walker |
| Deputy Commissioner |
| Date |

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

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| By |
| Date |