

---

# Le Sueur County, MN

Tuesday, February 24, 2015

Board Meeting

## Item 2

**9:05 a.m. Charlene Washa (5 min)**

*RE: Sentencing to Serve Contract*

Staff Contact:



# Le Sueur County Court Services

LE SUEUR COUNTY, MINNESOTA

---

February 10, 2015

To: Le Sueur County Board of Commissioners

From: Charlene Washa, <sup>(w)</sup> Le Sueur County Court Services

Re: Sentencing to Service Program

I will be appearing before you on February 24, 2015. I am requesting permission to have the Sentencing to Service Contract renewed for the period of July 1, 2015 through June 30, 2017. I am requesting that Darrell Pettis and myself be authorized to sign the contract.

The contract is for a half time crew leader. We continue to work with Waseca County, who also contracts for a half time crew, and therefore we have a full time shared crew leader. Work projects are split between the two counties. I have given Brent Christian a copy of the contract to review and a copy is enclosed for your review. The county pays 75% of the cost of the program and the State pays 25%. The county share has been included in the Court Services budget.

Sentencing to Service is a supervised community service program for offenders. We have been participating since June of 1991. This program has been a valuable resource for the community, offenders and court system. Work is completed on county projects as well as for various non-profit agencies throughout the county. Our current crew leader is Greg Klingerman.

Thank you.

*This document is available in alternative formats to individuals with disabilities by calling 507/357-2251, ext 238 or through the Minnesota Relay Service at 1-800-627-3529*

---

**88 SOUTH PARK AVENUE SUITE 200 λ LE CENTER, MINNESOTA 56057-1659**  
507 - 357 - 2251 Ext 238 λ FAX 507-357-6433

## 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 non-dangerous 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, 2015, 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, 2017, 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 \$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 State referred projects and purchasers 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.
- 3.2 Obtain all necessary permits or licenses or special authority for all purchaser 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 \$60,265.52 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
\$15,066.38	Before any work had begun (July 1, 2015)
\$15,066.38	On January 1, 2016
\$15,066.38	On July 1, 2016
\$15,066.38	On January 1, 2017

Payment will be made no later than the 23<sup>rd</sup> 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 \$60,265.52.

**5 Authorized Representatives**

<p>The <b>State's</b> Authorized Representative is:  (or his/her successor)  Scott Halvorson  District Supervisor, Red Wing  608 Main Street  Red Wing, MN 55066  scott.halvorson@state.mn.us</p>
---

<p>The <b>Purchaser's</b> Authorized Representative is:  (or his/her successor)  LeSueur County  Charlene Washa  88 South Park Ave  LeCenter, MN , 56057  charlene.washa@state.mn.us</p>
--

**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
Charlene Washa
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
Title
Date

**3. Commissioner of Administration (As delegated to Materials Management Division)**

By
Date

Distribution:  
DOC Financial Services Unit Original (fully executed) contract, , Department of Administration - Materials Management Division