



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: June 11, 2024

RE: Sentence to Serve Contract Changes for 7/1/24-6/30/25

BACKGROUND

In 2023 the Goodhue County Board of Commissioners approved a two-year contract, from 7/1/23-6/30/25, with the State of Minnesota Field Services Unit to purchase three Sentence to Serve crew leaders. Another contract was approved with the City of Red Wing to sell them .5 FTE of a Sentence to Serve crew leaders.

SUMMARY

The State of Minnesota recently notified Goodhue County of changes they have made with their Sentence to Serve (STS) crew leaders. Two of the crew leaders will continue as Sentence to Serve crew leaders and, due to the reclassification of one of the STS crew leaders, the third crew leader will change to an Institution Community Work Crew (ICWC) crew leader. In doing so, we have received an amended contract from the State of MN Field Services Unit for two crew leaders from 7/1/24-6/30/25 and a new contract from the State of MN Institution Community Work Crew for a ½ time crew leader from 7/1/24-6/30/25. The ICWC crew leader supervises the crew members from MCF-Red Wing and STS crew leaders supervise the crew members from the Adult Detention Center, the street, or a juvenile crew.

The State of MN ICWC will contract with the City of Red Wing directly for the other ½ of the crew leader, which will terminate the contract between Goodhue County and the City of Red Wing for the STS services. Goodhue County and the City of Red Wing have discussed this and mutually agreed this is the best way to move forward with the contracts.

Due to the changes, there will be an increase cost to Goodhue County of \$13,892.92. The 2024 budget will reflect a \$6,946.46 increase and the 2025 budget will reflect the other \$6,946.46 increase due to the State of MN contract cycle.

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

Current Contract from 7/1/24-6/30/25

Contract with the State of MN STS for three crew leaders = \$259,047.10

Contract with the City of Red Wing for a .5 FTE crew leader = \$(64,761.78)

Total cost for STS services for 2.5 crew leaders = \$194,285.32

Amended and New Contract from 7/1/24-6/30/25

Contract with the State of MN STS for two crew leaders = \$155,428.26

Contract with the State of MN ICWC for .5 FTE crew leader = \$ 52,750.00

Total cost for STS services for 2.5 crew leaders = \$208,178.26

RECOMMENDATION

Respectfully request the Goodhue County Board of Commissioners approve the amended contract with the State of MN Field Services Unit, and the new contract with the State of MN ICWC, and terminating the contract with the City of Red Wing for STS services for 7/1/24-6/30/25.

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Department of Corrections

Name of Contractor: Goodhue County

Current Contract Term: July 1, 2023 – June 30, 2025

Project Identification: N/A

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date:
- b. Why is it necessary to amend the Expiration Date?

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: One of the three crew leaders is being eliminated from this contract. This crew reduction is effective 7/1/2024 (FY2025)
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
 - i. Original Contract: \$518,094.20
 - ii. This Amendment: (\$103,618.00)

3. **Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 1 to SWIFT Contract No. 228955

Contract Effective Date:	July 1, 2023	Total Contract Amount:	\$518,094.20
Original Contract Expiration Date:	June 30, 2025	Original Contract:	\$518,094.20
Current Contract Expiration Date:	June 30, 2025	Previous Amendment(s) Total:	\$0
Requested Contract Expiration Date:	June 30, 2025	This Amendment:	<u>(\$103,618.00)</u>

This amendment is by and 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

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

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2.1 "States Duties" is amended as follows:

2. State's Duties

The State will:

- Provide 23 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.

REVISION 2. Clause 3 "Payment" is amended as follows:

3. Payment

- 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.
- 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	\$129,523.55	\$129,523.55	<u>\$77,714.13</u> \$129,523.55	<u>\$77,714.13</u> \$129,523.55

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$414,475.40 ~~\$518,094.20~~.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: DocuSigned by: Blair Bjerkeset
Signature: *Blair Bjerkeset*
Title: Accounting Officer Senior Date: 6/3/2024
228955 income contract
SWIFT Contract No. _____

3. State Agency

With delegated authority

Print Name: _____
Signature: _____
Title: _____ Date: _____

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: kristine holst
Signature: _____
Title: Financial Manager Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
Signature: _____
Title: _____ Date: _____
Admin ID: _____



State of Minnesota

Income Contract

SWIFT Contract Number: 228955

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	\$129,523.55	\$129,523.55	\$129,523.55	\$129,523.55

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$518,094.20.

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 agrees that it will be responsible for its own acts and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable laws. The County's liability shall be governed by the provisions of Minn. Stat. 466.04 and other applicable laws. This clause will not be construed to bar any legal remedies the County may have for the State's failure to fulfill its obligation under this Agreement or that the State may have for the County's failure to fulfill its obligations under this Agreement.

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: kristine holst

Signature: DocuSigned by:
kristine holst
86CCC99C32B642D...

Title: Financial Manager

Date: 5/23/2023

SWIFT Contract

No. 228955

1. State Agency

With delegated authority

Print Name: Paul Schnell

Signature: DocuSigned by:
Paul Schnell
10BCAE2272D1470...

Title: Commissioner

Date: 5/26/2023

2. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Sara Freedland

Signature: DocuSigned by:
Sara Freedland
9879A511B468482...

Title: AMS

Date: 5/31/2023

Admin

ID: 82511



State of Minnesota

Income Contract

SWIFT Contract No.:

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew, 1450 Energy Park Drive, St. Paul, Minnesota 55108, ("State"), and Goodhue County, 509 W 5th Street, Redwing 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 an Institution Community Work Crew (ICWC).
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, 2024, 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, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

- 2.1 Provide a crew leader who will supervise up to ten (10) crewmembers during four (4) 10-hour days per week, including the hours crew leaders spend for daily preparation, communication and travel. The crew leader will take directions as to the location and nature of the work to be completed on a given day as requested by the Purchaser's Authorized Representative or designee.
- 2.2 Train each work crew in safety principles and techniques set forth by applicable federal, state and local agency requirements. Purchaser agrees that the State has the authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.
- 2.5 Submit reports to the Purchaser upon request.

3. Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4. Payment

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

- 4.1 Payment shall be made by the Purchaser to the State in the amount of fifty-two thousand seven hundred fifty and 00/100 dollars (\$52,750.00) on July 1st, 2024, fifty-two thousand seven hundred fifty and 00/100 dollars (\$52,750.00) on January 1st, 2025. Any overtime hours will be billed at the rate of eighty-five and 00/100 dollars (\$85.00) per hour.
- 4.2 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is one hundred five thousand five hundred and 00/100 dollars (\$105,500.00), plus any additional overtime hours, as its share of the cost of providing a crew leader and placing the work crews into service on the ICWC Program during the term of this agreement. The Purchaser's share includes time scheduled for training, vacation, sick leave, and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement. If the crew is away from the contract that is not covered above, the authorized representatives below will agree on a credit to the purchaser that will be deducted from the next invoice.

5. Authorized Representative

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor, 1450 Energy Park Drive, St. Paul, Minnesota 55108

The Purchaser's Authorized Representative is Kristine Hoist, Financial Manager or their successor, Goodhue County, 430 W 6th St, Redwing MN, 55066. If the Purchaser's Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

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

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

7. Liability

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

8. 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.

9. Publicity and Endorsement.

- 9.1 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.
- 9.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

10. 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.

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 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: _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

1. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

