



# State of Minnesota

## Income Contract

SWIFT Contract No.:

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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 Wright County, 3800 Braddock Ave NE, Buffalo MN 55313 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

### Recitals

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1. Under Minn. Stat. § 241.278 the State is empowered to enter income contracts.
2. The Purchaser needs 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

Accordingly, the Parties agree as follows:

### Contract

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#### 1. Term of Contract

- 1.1 **Effective date:** July 1, 2021, 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, 2023, 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 \$10.00 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 FY22-23 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:

| <b>Payment Due</b> | <b>7/30/2021</b> | <b>1/1/2022</b> | <b>7/1/2022</b> | <b>1/1/2023</b> | <b>FY22-23 Total</b> |
|--------------------|------------------|-----------------|-----------------|-----------------|----------------------|
| <b>Amount Due</b>  | \$37537.47       | \$37537.47      | \$38813.74      | \$38813.74      | \$152702.43          |

**5. Authorized Representative**

|   |   |
|---|---|
| The <b>State's</b> Authorized Representative is:<br>(or his/her successor)                                    | The <b>Purchaser's</b> Authorized Representative is:<br>(or his/her successor)  |
| Jake McLellan<br>325 N Sibley Ave Level 5<br>Litchfield MN 55355<br>jake.mclellan@state.mn.us<br>320-373-6960 | Wright County<br>Patrick O'Malley<br>3800 Braddock Ave NE<br>Buffalo MN 55313<br>Patrick.o'malley@co.wright.mn.us<br>763-682-7659 |

**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.

## Signatures

### 1. Purchaser

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

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

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

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

**2. STATE AGENCY (With delegated authority)**

|                            |
|----------------------------|
| By                         |
| Signature                  |
| Curtis Shanklin            |
| Print Name                 |
| Title: Deputy Commissioner |
| Date:                      |

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

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

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| Admin ID |
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