



STAFF REPORT

TO: Mayor Keis and Members of City Council
FROM: Bill Dircks, Public Works Director
DATE: January 14, 2022
RE: ICWC Contract Renewal

ACTION TO BE CONSIDERED:

Motion to approve the two-year contract with the State of Minnesota Department of Corrections for the use of an Institution Community Work Crew at an overtime rate of \$85/hour.

BACKGROUND:

The City once again contracted with the State of Minnesota Department of Corrections for the use of an Institution Community Work Crew in 2021. The crew has been utilized by the City for over ten years and has been on an as-needed basis for the past several years. This allows the City to utilize a crew of up to ten offender crew members and a crew supervisor for a full day of work on Fridays. In the past the crew has completed numerous projects for the City including tree trimming, hydrant painting, manhole cover replacement, construction of a few retaining walls, general right-of-way and park maintenance, and special projects such as sodding the Veteran's Memorial Park site in 2015, and gutting and renovation of a city-owned house on County Road B2. Last year the crew did mostly tree trimming, which they are able to do with great efficiency and get a lot done in a small amount of time. They also helped with a couple storm sewer projects, rainwater garden planting and maintenance, and other miscellaneous work around the City. Crew sizes have been limited due to the pandemic and a shortage of available crew members at some of the prisons but when a crew shows up to work, it gets a lot of work done, regardless of the crew size.

The cost for the crew is \$85 per hour for overtime, which is a \$10 increase from the previous three contracts. The last price adjustment was prior to 2017. The City is typically only able to use the crew on Fridays, which is considered overtime, but it is still a good value. The work crew can accomplish large amounts of work during a full day. The crew members work hard and the supervisors do a nice job of directing them.

The State DOC is offering a two-year contract this year so staff recommends renewing the contract with the State of Minnesota Department of Corrections for 2020 and 2021 at the terms listed above and in the attached contract.

SOURCE OF FUNDS:

Funds for the work crew come from the Streets portion of the General Fund. If the crew assists with EAB work then those hours will be paid for using the grant funds the City received. \$12,500 has been budgeted in 2022 for the crew.

STAFF RECOMMENDATIONS:

Staff recommends approval of the two-year contract with the State of Minnesota Department of Corrections for the use of an Institution Community Work Crew at an overtime rate of \$85/hour.



State of Minnesota

Income Contract

SWIFT Contract No.: **205829**

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew Program, 1450 Energy Park Drive, St. Paul, Minnesota 55108, ("State"), and the City of Little Canada, 515 East Little Canada Road, Little Canada, Minnesota 55117 ("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:** February 1, 2022, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** January 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

- 2.1 Provide crew leader(s) who will supervise up to ten (10) offender crewmembers per ten (10) hour days of work on dates mutually agreed between parties, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 In coordination with the Purchaser, train each work crew in safety principles and techniques set forth by the Purchaser and applicable federal, state and local agency requirements. Purchaser agrees that the State has the responsibility and 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.

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 The Purchaser agrees to pay Eighty-Five dollars and 00/100 (\$85.00) for each overtime hour worked by the ICWC crew, as its share of the cost of providing a crew leader and placing the work crew into service on the ICWC program during the term of this agreement. Payment will be made no later than the 23rd day following the last day of the billing period.

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 Chris Heineman, City Administrator, or his successor City of Little Canada, 515 East Little Canada Road, Little Canada, Minnesota 55117. 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. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____