

THE CITY OF



OWATONNA

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DATE: March 1, 2021
TO: Mayor and City Council, City Administrator
FROM: Jenna Tuma, Parks & Recreation Director
Jesse Wilker, Parks Manager
SUBJECT: Institution Community Work Crew Program Contract

Purpose:

Request Council's approval of the contract with the State of Minnesota for the Institution Community Work Crew (ICWC) Program for specific non-public facing projects:

- Utilize contracted service for the Kaplan's Woods trail bypass clearing.
- Brush clearing at the Mosher railroad ditch by Morehouse Park.

Background:

In previous years, the City contracted with ICWC for a Monday through Thursday, 40-hour weekly program, but chose not to renew agreement in 2021. While there were benefits in obtaining workers to complete lower skilled tasks at a relatively low cost and the ability to bring in a crew of people to do a large job; the availability of work crews was reduced with COVID-19 pandemic and scheduling work projects was difficult. The City hired a full-time Laborer position to cover the work.

This contract would be different than previous agreements with ICWC, in which their work will be on an "as-is" project basis with the work to be completed Friday, Saturday or Sunday's which is outside of ICWC traditional 40-hour week. Their services will be requested much less infrequently than in previous years and used to increase efficiency with more people to complete a special project.

The State will provide a crew leader, to supervise a team of up to ten crew members for a 10-hour workday as requested by the parks or other city departments. This contract needs to be in place for the intermittent use of ICWC.

Budget Impact:

The March 1, 2021 - February 28, 2023 contract amount is \$85 per hour (\$850 per day) paid from the parks department's operating budget. This is more cost effective than hiring a company for similar, unskilled labor contracts.

Staff Recommendation:

Staff recommends Council's approval of this contract for the ICWC Program.

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 Jesse Wilker, Superintendent, or his successor, the City of Owatonna, Public Works Department, 540 W Hills Circle, Owatonna, Minnesota 55060. . 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: Jesse Wilker

Signature: _____

Title: _____ Date: _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____