

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of corrections, Institution Community Work Crew Program ("State"), and the City of Coon Rapids, 11155 Robinson Drive Northwest, Coon Rapids, Minnesota 55423 ("Purchaser").

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.

Contract

1 Term of Contract

- 1.1 **Effective date:** April 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:** March 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- A. Provide a supervisor crew leader(s) and up to ten (10) offender crewmembers that the crew leader will supervise during four (4) 10-hour work 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.
- B. 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.
- C. Provide required personal safety equipment and clothing needed for specific work.
- D. Screen projects to ensure that appropriate staff are assigned.
- E. Submit reports to the Purchaser upon request within sixty (60) days of the end of each quarter.

3 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows: Payment shall be made by the Purchaser to the State in the amount of forty-one thousand two hundred fifty-five and 50/100 dollars (\$41,255.50) on May 1, 2015, forty-one thousand two hundred fifty-five and 50/100 dollars (\$41,255.50) on November 1, 2015, forty-one thousand two hundred fifty-five and 50/100 dollars (\$41,255.50) on May 1, 2016 and, forty-one thousand two hundred fifty-five and 50/100 dollars (\$41,255.50) on November 1, 2016. Any overtime hours will be billed at the rate of sixty-seven and 50/100 dollars (\$67.50) per hour.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is one hundred sixty-five thousand twenty-two and 00/100 dollars (\$165,022.00), 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.

4 Authorized Representatives

The State's Authorized Representative is Terry Byrne, District Supervisor, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 or his successor.

The Purchaser's Authorized Representative is Tim Himmer, Director of Public Works, City of Coon Rapids, 11155 Robinson Drive Northwest, Coon Rapids, MN 55423 or his successor.

5 Amendments, Waiver, and Contract Complete

5.1 **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.

5.2 **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.

5.3 **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.

6 Liability

Each party will be responsible for its own acts and omissions and results thereof to the extent authorized by the law and shall not be responsible for the acts and omissions of the other party, their employees or agents and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes 3.736, and other applicable law. The City's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable law.

7 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 must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

9 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.

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 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
Title
Date

APPROVAL AS TO FORM:

By
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
Purchaser
State's Authorized Representative
Budget Officer of Authorized Representative
Department of Administration – Materials Management Division