



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 the City of Blaine, 1801 101st Avenue NE, Blaine, MN, 55449 ("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:** November 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:** October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

- 2.1 Provide a crew leader(s) who will supervise up to ten (10) offender crewmembers during four (4) 10-hour days of work per week, including the hours crew leaders spend for daily preparation, communication and travel.
- 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 within sixty (60) days of the end of each quarter.

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 forty-nine thousand two hundred fifty dollars (\$49,250.00) on November 1, 2021. Forty-nine thousand two hundred fifty dollars (\$49,250.00) on May 1, 2022. 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 ninety-eight thousand five hundred and 00/100 dollars (\$98,500.00), 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.

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 Michelle A. Wolfe, City Manager or his successor, 1801 101st Avenue NE, Blaine, MN, 55449. 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 *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.
- 6.2 *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.
- 6.3 *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.

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: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____