

**ATTACHMENT A**

Income Contract No. \_\_\_\_\_  
(Provided by Department of Administration)

**STATE OF MINNESOTA  
INCOME CONTRACT**

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew (“State”), and the City of Arden Hills, 1245 West Highway 96, Arden Hills, MN 55112 (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:** May 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** April 30, 2021, 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**

- 4.1 The Purchaser agrees to pay Seventy-Five dollars and 00/100 (\$75.00) 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 23<sup>rd</sup> day following the last day of the billing period.

**5 Authorized Representatives**

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor.

The Purchaser's Authorized Representative is Todd Blomstrom, Public Works Director/City Eng or his successor.

**6 Liability**

Each party will be responsible for its own acts and omissions and the results thereof.

**7 Amendments, Waiver, and Contract Complete**

7.1 **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.

7.2 **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.

7.3 **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.

**8 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.

**9 Publicity**

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

**10 Audit**

Under Minn. Stat. Section 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.

**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 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

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