



MEMO

Date: August 5, 2013
To: Board of Finance; Bob Rusten, CAO
From: Jesse Bridges, Director, Department of Parks & Recreation
Re: State Corrections Work Crew Contract

I. BACKGROUND

Parks and Recreation has worked with the State of Vermont Department of Corrections over the years to provide grounds and buildings support services across the City. These work crews are part of an alternative sentencing program that keeps offenders out of jail. It reduces the states costs for incarceration and provides a significantly expanded work force for the City's expansive Parks and Facility system.

II. CONTRACT

The Parks Department has worked with the Corrections crews for many years on a pay for service agreement totaling approximately \$58,000 in FY13. The Parks Department and the State wish to formalize the agreement to dedicate improved levels of service and activity.

Whereas, the City manages thirty-seven park facilities that comprise 550 acres, 7 municipal buildings and various open space areas for recreation and the State desires to have correction participants assist in maintenance activities for a fee.

Service Locations:

- a. The cemeteries owned and operated by the City (Lakeview, Greenmount and Elmwood Cemetery);
- b. The City of Burlington public park properties or city owned property under the care of the Department of Parks and Recreation;
- c. City facilities, including but not limited to, Memorial Auditorium, City Hall, the Fire House Gallery, and Leddy Arena. Other property may be included if the facility is either owned and operated by the Department of Parks and Recreation, or otherwise under the care of the Department of Parks and Recreation.

Activities:

- a. At the Cemeteries, activities include but are not limited to mowing, trimming, blowing, clean-ups, debrising and miscellaneous duties related to ensuring the cleanliness and proper up keep of the cemeteries;
- b. At public parks, general grounds maintenance, including but not limited to mowing, trimming, mulching, clean-ups, debrising and miscellaneous duties as assigned;
- c. Event preparation, including the set-up and take down of specific program event decorations, tables and chairs as necessary;
- d. General cleaning to the facilities owned and operated by the Department of Parks and Recreation, including but not limited to sweeping, vacuuming, dusting, mopping, buffing, and window washing.

Crew Size and Schedule:

- a. Cemeteries – Avg. Crew Size: 5, Monday – Friday 9:00 am – 2:00 pm
- b. Park Grounds – Avg. Crew Size 5, Monday – Friday 9:00 am – 2:00 pm
- c. Facilities – Avg. Crew Size: 3, Monday – Friday 9: am – 2:00 pm

III. COSTS

The budget is not to exceed \$60,000.

IV. FUNDING STRATEGY

This is an FY14 budgeted item that comes from a combination grounds maintenance, buildings maintenance and public buildings budgets.

V. SCHEDULE

Contract is from August 5 and ending the last day in July, 2014.

DEPARTMENT RECOMMENDATION

The Departments of Parks & Recreation recommends BOF authorization for the Director of Parks and Recreation to sign the contract as outlined in this Memo.



AGREEMENT

Between

The City of Burlington

Department of Parks and Recreation

And

State of Vermont

Department of Corrections

This Agreement, made and entered into as of this ____ day of _____ 2013, by and between the City of Burlington, a municipal organization existing under the laws of the State of Vermont, acting by and through its Board of Parks and Recreation Commissioners (herein referred to as "City") and the State of Vermont Department of Corrections (herein referred to as "State").

Term of Contract: 1 Year; Beginning the first day of August and ending the last day in July.

Contract Estimate: \$60,000.00

Witnesseth

Whereas, the City manages thirty-seven park facilities that comprise 550 acres, 7 municipal buildings and various open space areas for recreation and the State desires to have correction participants assist in maintenance activities for a fee.

Therefore, the parties mutually agree to the following:

1. Service Locations

- a. The cemeteries owned and operated by the City (Lakeview, Greenmount and Elmwood Cemetery);
- b. The City of Burlington public park properties or city owned property under the care of the Department of Parks and Recreation;
- c. City facilities, including but not limited to, Memorial Auditorium, City Hall, the Fire House Gallery, and Leddy Arena. Other property may be included if the facility is either owned and operated by the Department of Parks and Recreation, or otherwise under the care of the Department of Parks and Recreation.

The parties also agree as to the general maintenance activities that will be performed within the above referenced locations:

2. Maintenance Activities delivered at the Service Locations

- a. At the Cemeteries, activities include but are not limited to mowing, trimming, blowing, clean-ups, debrushing and miscellaneous duties related to ensuring the cleanliness and proper up keep of the cemeteries;
- b. At public parks, general grounds maintenance, including but not limited to mowing, trimming, mulching, clean-ups, debrushing and miscellaneous duties as assigned;
- c. Event preparation, including the set-up and take down of specific program event decorations, tables and chairs as necessary;

- d. General cleaning to the facilities owned and operated by the Department of Parks and Recreation, including but not limited to sweeping, vacuuming, dusting, mopping, buffing, and window washing.

3. Crew Size and Schedule

The parties agree as to the service level of participants assigned to the City, in that, the State Department of Corrections does not control the participatory level and the City is requesting that average levels are maintained as much as possible, and that any decrease or increase to the average number be communicated in a timely fashion so that alternative work plans and schedules can be arranged.

- a. Cemeteries – Avg. Crew Size: 5, Monday – Friday 9:00 am – 2:00 pm
- b. Park Grounds – Avg. Crew Size 5, Monday – Friday 9:00 am – 2:00 pm
- c. Facilities – Avg. Crew Size: 3, Monday – Friday 9: am – 2:00 pm

4. Equipment

Equipment, Supplies and Materials are provided by the following:

- a. Cemeteries – The State supplies the mowers, trimmers, gas and oil, other assorted hand tools and equipment as well as the needed maintenance to those items
- b. Park Grounds – The State supplies the equipment necessary including, mowers, trimmers, and other assorted hand tools and equipment
- c. Facilities – The City provides the cleaning products and associated materials necessary to clean and provide services to City owned buildings.

The City will assist in loaning any immediate need of equipment whenever possible.

5. Transportation

The State Department of Corrections is responsible for the transportation of program participants unless otherwise agreed to.

6. Contact

The City shall provide a contact for the following areas – This employee shall be responsible for the coordination of work crews and their work schedules while they are performing services for the City under this agreement:

- a. Cemeteries: Jeff Shedd, 802-863-2075
- b. Parks: Marty Hornick 802-862-1011
- c. Facilities: Todd Greenough 802-658-0293

7. Supervision

Work crew participants assigned under this agreement are legally under the supervision of the State DOC. It is understood by the parties that many work crew participants require little or no direct supervision and direct supervision levels shall be at the discretion of the State DOC. The duties for participants assigned to the cemeteries and parks divisions shall be administered by the State DOC. The duties for participants assigned to facilities shall be administered by City employees as designated by the Parks and Recreation director. As situations require, the duties for participants assigned to cemeteries, may alternatively be administered by City personnel; however, this shall not be, nor shall it become, in the absence of a written amendment to this agreement, the “normal” operational structure.

8. Code of Conduct and Dress

For personal protection, the City requests that the State ensure that participants are wearing appropriate clothing for work, which includes proper footwear, shorts or pants, and either short sleeve or long sleeve shirts.

9. Fees and Billing

This contract is for \$60,000.00. This compensation is for the State DOC for its approximate costs in administering this agreement. The term shall be for 12 months. Quarterly Invoices of \$15,000 shall be sent to Department of Parks and Recreation, 645 Pine Street, Ste B Burlington, VT 05401, Attention: Deryk Roach

Payment Schedule:

October 31st, 2013

December 31st, 2013

March 30th, 2014

June 30th, 2014

By agreement of the parties the methodology for compensating State DOC for its approximate costs in administering this agreement shall be:

Fees Per Service for crews whose duties are administered by DOC staff are limited to \$33.00/participant per day with a maximum of \$165.00 per day total.

Fees Per Service for crews that are administered by City staff are limited to \$15/participant per day with a maximum of \$75.00 per day total.

10. Insurance

The state shall be required to maintain on record an active general liability insurance certificate no less than \$1,000,000. Included, the state must also hold automobile liability in the amount of \$1,000,000.

11. Cancellation of Agreement

This contract may be cancelled with 30 days written notice by either party.

IN WITNESS WHEREOF, this Agreement between the City of Burlington, Department of Parks and Recreation and the State of Vermont Department of Corrections is executed as of the day and date first above written.

CITY OF BURLINGTON

STATE OF VERMONT

DEPARTMENT OF CORRECTIONS

Jesse Bridges, Director

Date

Date