



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
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www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

Through: Michael D. Cox, Director

From: Brandon Clough, Natural Resources Specialist

Date: July 13, 2020

Re: Consideration of Contract between Conservation Corps of Iowa (CCI) for a restoration project at Hickory Grove Park for \$6,144.60.

The attached contract is for a restoration project in a County managed area. Conservation Corps of Iowa (CCI) will be under contract for four days for natural resources restoration. Area of focus will be the shorelines and timber at Hickory Grove Park. The crew will clear the shoreline of undesired brush to allow for better public access to the lake's shore. SCC has contracted with CCI since the program began in Iowa.

Staff urges your approval.

Approval

Disapproval

Date

Date

FEE-FOR-SERVICE WORK ORDER BETWEEN
Story County Conservation Board
AND CONSERVATION CORPS MINNESOTA & IOWA
Project Number: 501-15580

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Story County Conservation Board (hereafter referred to as "PURCHASER").

Description and scope of work for the project: Restore woodlands and open up shoreline of lake

THE CORPS represents that it is duly qualified and agrees to provide the services described in this contract.

TERM OF CONTRACT

- 1.1 **Effective date:** 08/17/2020, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** 08/20/2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

- 2.1 Complete services as specified in Project Request, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines.
- 2.3 Provide basic orientation and training as appropriate for corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide personnel and payroll administration for corpsmembers.
- 2.6 Provide all necessary transportation of corpsmembers to and from service sites.
- 2.7 Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 2.8 Provide professional liability and worker's compensation insurance for all corpsmembers.
- 2.9 Track services completed and make this information available to PURCHASER upon request.

DUTIES OF PURCHASER

- 3.1 Provide on-site project specific direction and assistance to the corpsmember(s).
- 3.2 Provide at least one media promotion to the public stating that the services(s) are being performed by THE CORPS. Any publicity regarding the subject matter of this work order must not be released without prior approval from the Corps' Authorized Representative.
- 3.3 Ensure safe working conditions in and around project areas that meet all PURCHASER and federal standards.
- 3.4 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.5 Provide corpsmember(s) with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the corpsmembers' efforts.
- 3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through THE CORPS that are needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 3.7 Assist in the acquisition of camping/lodging accommodations if necessary.
- 3.8 Provide all project materials, supplies and chemicals.

PAYMENT

- 4.1 PURCHASER will pay THE CORPS for services performed by THE CORPS.
- 4.2 PURCHASER's obligation to THE CORPS under this contract is up to a maximum of \$6,144.60, based on the following fee schedule: \$24.50/member/hour + 4.5 % COVID-19 surcharge.
- 4.3 THE CORPS may invoice monthly. THE CORPS shall send final invoice to PURCHASER upon service completion.
- 4.4 PURCHASER shall make payment within 30 days of receipt of invoices.

CANCELLATION

- 5.1 This contract may be cancelled by the PURCHASER or THE CORPS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, THE CORPS shall be entitled to payment for services performed.
- 5.2 THE CORPS reserves the right to withdraw corpsmembers from PURCHASER for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the PURCHASER. PURCHASER has no funding commitment to THE CORPS for services completed while corpsmembers have been withdrawn from PURCHASER for emergency response. PURCHASER shall remain liable for payment for services that THE CORPS provides to PURCHASER.

AUTHORIZED REPRESENTATIVES

- 6.1 THE CORPS's Authorized Representative is DeWitt Boyd, Iowa Program Manager, 11407 NW Jester Park Dr, Granger, IA 50109, or his/her successor.
- 6.2 The PURCHASER's Authorized Representative is Brandon Clough, Trails/Natural Resources Technician, , , , or his/her successor.

AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If THE CORPS fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

INDEMNITY & INSURANCE REQUIREMENTS

- 8.1 To the fullest extent permitted by law, PURCHASER will defend, indemnify and hold harmless THE CORPS from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE PURCHASER; THE PURCHASER's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.2 To the fullest extent permitted by law, THE CORPS will defend, indemnify and hold harmless PURCHASER from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE CORP; THE CORPS's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.3 THE CORPS's is not obligated to indemnify and defend PURCHASER or owner for claims due to the sole negligence or willful misconduct of PURCHASER. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.4 THE PURCHASER's is not obligated to indemnify and defend THE CORPS or owner for claims due to the sole negligence or willful misconduct of THE CORPS. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.5 Applicable only if Corps staff or corps members will be operating motor vehicles owned, leased or rented by PURCHASER: The PURCHASER must provide to THE CORPS certificates of insurance showing CONSERVATION CORPS MINNESOTA & IOWA as an Additional Insured for Automobile Liability and include a Waiver of Subrogation in favor of THE CORPS.

GOVERNING LAW, JURISDICTION, AND VENUE

9.1 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.

DUPLICATION, DISPLACEMENT, SUPPLANTATION

- 10.1 Conservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
- 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
 - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
 - 10.1.3 Termination or layoff of employees.
 - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
 - 10.1.5 Supplanting the hiring of employed workers.
 - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Director
Date:

CONSERVATION CORPS:

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By: 
Title:
Iowa Program Manager
Date:
7/9/2020

PROJECT REQUEST / SCOPE OF WORK

The CORPS and the PURCHASER have entered into an agreement to complete the project per the scope of work as derived from the originally submitted project request from:

Project Host Information

1. Project Contact Name: Brandon Clough
2. Project Contact Title: Trails/Natural Resources Technician
3. Agency: Story County Conservation Board
4. Phone Number: 515-598-4773
5. Email Address: bclough@storycountyiowa.gov

Project Information

1. Project Name: Brush removal at Hickory Grove Park
2. Project Location: Hickory Grove Park - meet at shop
3. If applicable, project address: 67464 250th St, Colo, IA 50056
4. Project Purpose: Restore woodlands and open up shoreline of lake
5. Project Explanation:

Training Information

1. Project host able to provide training? Yes
2. Trainer(s): Brandon Clough, Natural Resources Specialist
3. Hours available for training: 8-10 Hours
4. Project host to provide site orientation, project overview and history, or other training for crew? Yes

Scheduling Information

1. Crew Type Requested:
2. Estimated Length of Project: 1-4 Days
3. Preferred Project Timeline: Aug 17 -20
4. Can the project be completed intermittently? Yes

Project Equipment & Safety Information

1. Cell phones work in project area? Yes
 - a. If no, alternative communication options:
2. List all types of hand tools required for project:
3. List all types of power tools required for project: chainsaws, brushcutters
4. Safety concerns or potential "watch-out" situations related to project. List any specialty safety equipment requirements: operating chainsaws, brushcutters, herbicide application
5. Agency able to provide specialized tools? Yes
6. Alternate work plan in the event of adverse weather, if applicable: