THREE RIVERS PARK DISTRICT

RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING
Administrative Center - Board Room
3000 Xenium Lane North, Plymouth, MN

Thursday, February 2, 2017
Estimated Time: 11:15 a.m. – 12:00 p.m.

Committee Chair: Penny Steele

AGENDA

1. CALL TO ORDER

2. APPROVAL OF AGENDA

   Board members who wish to delete or add any item(s) to the agenda shall do so at this time.

   Superintendent’s Recommendation:
   MOTION TO APPROVE THE AGENDA OF THE FEBRUARY 2, 2017, RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING.

3. APPROVAL OF COMMITTEE REPORT OF DECEMBER 1, 2016

   Superintendent’s Recommendation:
   MOTION TO APPROVE THE REPORT OF THE DECEMBER 1, 2016, RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING.

4. BUSINESS ITEM(S)

   A. Proposed Amendment of Three Rivers Dog Recreation Plan

      Superintendent’s Recommendation:
      MOTION TO RECOMMEND THAT THE BOARD AMEND THREE RIVERS’ DOG RECREATION PLAN TO ALLOW PROPERLY LEASHED PETS IN GENERAL AND RESERVATION PICNIC AREAS, UNLESS POSTED OTHERWISE.

   B. Purchase of Service Agreements with the Conservation Corps of Minnesota (CCM) for February 16, 2017 through December 31, 2017

      Superintendent’s Recommendation:
      MOTION TO RECOMMEND THAT THE BOARD AUTHORIZE THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO FOUR SERVICE CONTRACTS WITH THE CONSERVATION CORPS OF MINNESOTA (CCM) FOR THE PERIOD OF FEBRUARY 16, 2017 THROUGH DECEMBER 31, 2017 AT A COST NOT TO EXCEED $568,248 WITH FUNDING IDENTIFIED IN THE 2017 ASSET MANAGEMENT PROGRAM.

5. ADJOURNMENT

   MOTION TO ADJOURN.
Meeting Date: 02/02/17  Business Item: Report  Item Number: 3

Department: Superintendent's Office  Originating Source: Boe Carlson, Superintendent

Agenda Item: December 1, 2016, Recreation, Education and Natural Resources Committee Report

Superintendent’s Recommendation:

MOTION TO APPROVE THE REPORT OF THE DECEMBER 1, 2016, RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING.

Background:

Report attached.
THREE RIVERS PARK DISTRICT

RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING

December 1, 2016

Commissioners Present: Penny Steele, Chair; Steven E. Antolak, Jennifer DeJournett, Daniel Freeman, John Gunyou and Gene Kay

Commissioners Absent: John Gibbs


1. CALL TO ORDER

The Recreation, Education and Natural Resources Committee meeting was called to order by Chair Penny Steele at the Administrative Center, Board Room, 3000 Xenium Lane North, Plymouth, MN at 9:42 a.m.

2. APPROVAL OF AGENDA

MOTION by Kay, seconded by Freeman, TO APPROVE THE AGENDA OF THE DECEMBER 1, 2016, RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING.

MOTION CARRIED

3. APPROVAL OF COMMITTEE REPORT OF OCTOBER 6, 2016

MOTION by Freeman, seconded by Kay, TO APPROVE THE REPORT OF THE OCTOBER 6, 2016, RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE MEETING.

MOTION CARRIED

4. BUSINESS ITEM(S)

A. Conservation Partners Legacy Grant Application – Habitat Restoration

MOTION by Freeman, seconded by Kay, TO RECOMMEND THAT THE BOARD APPROVE SUBMITTAL OF A CONSERVATION PARTNERS LEGACY GRANT APPLICATION FOR A $330,000 HABITAT RESTORATION PROJECT.

MOTION CARRIED

5. ADJOURNMENT

MOTION by Freeman, seconded by Kay, TO ADJOURN THE DECEMBER 1, 2016, MEETING OF THE RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE.

MOTION CARRIED

The meeting was adjourned at 9:45 a.m.
RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE
REQUEST FOR ACTION

Meeting Date: 02/02/17

Division: Recreation, Education, & Nat. Resources

Originating Source: Tom McDowell, Assoc. Supt.

Agenda Item: Proposed Amendment of Three Rivers Dog Recreation Plan

Superintendent’s Recommendation:

MOTION TO RECOMMEND THAT THE BOARD AMEND THREE RIVERS’ DOG RECREATION PLAN TO ALLOW PROPERLY LEASHED PETS IN GENERAL AND RESERVATION PICNIC AREAS, UNLESS POSTED OTHERWISE.

The following information was prepared by Angie Smith, Director of Natural Resources Management.

Background:

The current Dog Recreation Plan, which was revised in 2008, permits dogs on leashes at the following locations:

- Regional trails and all paved park trails, unless posted otherwise.
- Mowed turf shoulders of paved trails.
- Designated turf trails in parks where no paved trails exist.
- Campgrounds and group camps.

While the 2008 revision expanded overall dog-walking opportunities and was well-received by the great majority of park visitors, it did not permit dogs in picnic areas. This restriction has generated issues for park visitors who have come to the park intent on picnicking with their pet. Recently staff re-convened the “dog recreation” committee to review the current plan and propose improvements. The committee has proposed that dogs be permitted in reservation and general picnic areas as long as they are properly leashed. Consistent with existing provisions of the Dog Recreation Plan, dogs must be on a 6-foot, non-retractable leash and under owner control to prevent disruption or interference with other park visitors or their property. Pet owners are always responsible for cleaning up after their pets.

With this proposed change, staff are also developing a proactive leash-compliance campaign to ensure visitors are educated and aware of the rationale for the present leash policy:

- Reduce negative wildlife encounters and habitat damage;
- Promote public safety;
- Reduce the spread of invasive species.

If approved, staff will prepare the necessary sign modifications and implement the expanded dog access in spring 2017.
**Relationship to the Vision**
The Request for Action supports the following element(s) of the Vision Plan:

- Inspire people to recreate
- Create vibrant places

**Relationship to Policy Statement**
The Request for Action supports the following element(s) of the Policy Statement:

Policy IV Establishment of the System  
Policy B – Needs and Interests

Policy VIII Natural Resources Management  
Policy B – Wildlife Management

Policy IX Recreation Use  
Policy A – Park District’s Role in the Provision of Recreational Activity
RECREATION, EDUCATION AND NATURAL RESOURCES COMMITTEE
REQUEST FOR ACTION

Meeting Date: 02/02/17
Item Number: 4B

Division:
Recreation, Education, & Nat. Resources

Originating Source: Tom McDowell, Assoc. Supt.

Agenda Item: Purchase of Service Agreements with the Conservation Corps of Minnesota (CCM) for February 16, 2017 through December 31, 2017

Superintendent’s Recommendation:

MOTION TO RECOMMEND THAT THE BOARD AUTHORIZE THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO FOUR SERVICE CONTRACTS WITH THE CONSERVATION CORPS OF MINNESOTA (CCM) FOR THE PERIOD OF FEBRUARY 16, 2017 THROUGH DECEMBER 31, 2017 AT A COST NOT TO EXCEED $568,248 WITH FUNDING IDENTIFIED IN THE 2017 ASSET MANAGEMENT PROGRAM.

The following information was prepared by Angie Smith, Director of Natural Resources Management and Paul Kortebein, Senior Manager of Forestry.

Background:

Three Rivers has maintained annual service agreements with the Conservation Corps of Minnesota (CCM) for many years to accomplish a wide variety of natural resources management work throughout the Park District (Reference 4B-1). The CCM crews are an integral component of the forestry/horticulture workforce, providing valuable assistance on District Nursery plant production, landscape planting, landscape maintenance, invasive species control efforts and forest management initiatives. The 2017 CCM program includes four forestry management projects, each with an independent service agreement (Reference 4B-2). Funding for the projects is identified within the 2017 Asset Management Program and remaining 2016 funds.

Staff is requesting that the Park District enter into the 2017 agreements at a cost not to exceed $568,248 with the condition that additional services may be purchased at the same hourly rate as established in the agreements. The 2017 CCM contracts are consistent with funding from previous years, with some projects funded by grants secured through the Legacy Amendment program and others, involving invasive species control, being funded with the Northern Natural Gas settlement dollars.

The CCM currently receives operating funds from the State of Minnesota, donations, Federal AmeriCorps program, Federal Homeland Security program, and Fee for Service arrangements. Funding from the AmeriCorps and Homeland Security programs enables CCM to provide a 100% match of in-kind contributions. The 2017 program calls for the Park District to purchase work from three crews (each with five members) for the agreement timeline. The cost per labor hour is $21.00; however, this cost includes training, personnel administration, basic tools and safety gear, workers compensation insurance, and transportation to and from work sites. The CCM crews are not direct employees of the Park District.
**Relationship to the Vision**
The Request for Action supports the following elements of the Vision Plan:

1. Protect the region’s water and natural resources
2. Collaborate across boundaries

**Relationship to Policy Statement**
The Request for Action supports the following elements of the Policy Statement:

Policy VIII - Natural Resources Management
CCM 2016 Accomplishments

Harvesting Native Trees and Shrubs in the District Nursery
CCM staff operated the delivery trucks and other equipment needed for the harvesting of 48,209 seedlings and 12,214 large bare root plants.

Nursery Plant Maintenance
Before the spring thaw CCM assisted in sorting and grading the 48,000+ seedlings they helped harvest from District Nursery seed beds. The crew helped prune trees in the nursery rows (25,056) and assisted in replanting the nursery after harvest (12,812 seedlings).

Spring/Fall 2016 Planting Plan Large Bare Root
CCM staff performed the following duties; pruning, selection and placement of plant material, equipment operation, and set-up and operation of portable irrigation equipment. Large bare-root plantings included the following sites and unit counts:

- Carver Park Reserve
  - Forests Forever site (off of Park Dr.) 956
- City of Maple Grove
  - Arbor Lakes Parks 559
- Lake Rebecca Park Reserve
  - Clean Water Legacy Grant Site 9,961
- Baker Campground Screening
  - Just off of Hwy 19 480
- Cedar Lake Farms
  - Shop and camp site screening 204
- Bryant Lake Regional Park
  - Landscape replacements 36
- Lake Independence Regional Trail
  - Corcoran Trailhead 18

Seedling Reforestation
CCM staff assisted in the three person machine planting operation, which included:

- Carver Park Reserve
  - Parley Lake seedling site enhancements 15,280
- Crow-Hassan Park Reserve
  - Completion of seedling site south of entrance road 3,450
  - Began planting new acquisition (Angrimson Property) 28,378
- Lake Minnetonka Ravines
  - Revegetation after construction 4,550
Assisted in Prescribed Burns for Planting Site Preparation, Forest Management, and Prairie Management
CCM staff are fully trained in firefighting techniques and in the operation of prescribed burns. They assisted with controlled burns at Murphy-Hanrehan and Lake Rebecca Park Reserves.

Weather Events
CCM staff assisted with the pruning, removal, and clean-up of material after a couple of weather-related events:
- May 14, 2016 the nursery suffered a disfiguring and killing freeze. Many species of trees had their leaders killed and several species of seedlings were killed. Dead material had to be removed and/ or pruned out.
- July 5, 2016 a major storm event went directly through the nursery. The winds took out portions of the windbreaks and toppled thousands of trees in the fields. All toppled material was cut and removed.

Maintenance of Large Bare-Root Plantings
The CCM staff controlled annual and perennial weeds (including a number of invasive native trees and shrubs) throughout the Rush Creek Trail Corridor, as well as from roughly 10 acres at Lake Rebecca Park Reserve.

Oak Wilt Control
Removal of brush, small trees, and downed trees on oak wilt control lines required proficient chainsaw knowledge and ability. CCM crews are utilized heavily in this sanitation portion of the oak wilt program. They helped fell and remove all infected trees within a plow-line barrier and haul them to a location where STS can split all spore-producing wood into firewood.

Invasive Species Removal
The CCM crews provided the majority of labor for mapping and removal of invasive species in the Park District. Their primary focus was in Elm Creek, Murphy-Hanrehan, Carver, and Lake Rebecca Park Reserves. They also targeted “Watch List” or up and coming invasive species in all parks to keep them from getting established.

Forest Management
The CCM crews worked on several forest improvement projects at Lake Rebecca and Murphy-Hanrehan Park Reserves. Lake Rebecca forest management was a part of the conservation Partners Legacy grant.
FEE-FOR-SERVICE AGREEMENT BETWEEN
Three Rivers Park District
AND CONSERVATION CORPS MINNESOTA
Project Number: 11896

This contract, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Three Rivers Park District (hereafter referred to as "PURCHASER").

Description and scope of work for the project: District-wide Forest Management

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: January 30, 2017, or the date THE CORPS obtains all required signatures, whichever is later.
1.2 Expiration date: December 31\textsuperscript{st}, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

2.1 Complete services as specified in Exhibit A, 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 Conservation Corps Crew 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 crew's efforts.
3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through the Corps that is 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 $29,224.00, based on the following fee schedule: $21.00 per corps member hour.
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 Dorian Hasselmann, Central District Manager, 60 Plato Blvd. E. STE 210 St. Paul, MN 55107, (651) 209-9900 X 20, or his/her successor.
6.2 The PURCHASER’s Authorized Representative is Tom McDowell, Associate Superintendent- Division of Parks and Natural Resources, 3000 Xenium Lane North, Plymouth, MN 55441, (763) 559-6746, 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.

LIABILITY

8.1 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.

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 U.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance be used only for a program that:

THE CORPS Service Agreement: February 29, 2017

Page 2

Three Rivers Park District
10.1.1 Does not duplicate, and is in addition to, an activity otherwise available in the locality of the
program;
10.1.2 Will not displace an employee or position, including partial displacement such as reduction in
hours, wages, or employment benefits; and
10.1.3 Will not create a service opportunity that will infringe on the promotional opportunity of an
employee.

10.2 An AmeriCorps/Conservation Corps member shall not perform services or duties or engage in activities
that:
10.2.1 Would otherwise be performed by an employee as part of the employee's assigned duties.
10.2.2 Will supplant the hiring of employed workers.
10.2.3 Are services or duties with respect to which an individual has recall rights pursuant to a
collective bargaining agreement or applicable personnel procedures.
10.2.4 Have been performed by or were assigned to 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:
Date:

CONSERVATION CORPS MINNESOTA:
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: Central District Manager
Date:

THE CORPS Service Agreement: February 29, 2017
Page 3
Three Rivers Park District
Exhibit A:

THREE RIVERS PARK DISTRICT WORK PROJECT PROPOSAL FOR
CONSERVATION CORPS OF MINNESOTA Crew(s)

SERVICES: CONSERVATION CORPS MINNESOTA (CCM) will provide the Three Rivers Park District with 3 5-person crews with crew trucks, as well as all needed crew PPE, etc. Each crew will consist of one trained supervisor and 4 trained crew members. Additional crews may be requested at any time under this contract or in addition to this contract and will be provided at CCM’s discretion. In-kind services will include 11 weeks of crew training provided by CCM, including orientation for crew leader and crew members, basic wildland firefighting (s130/s190), and numerous other educational and job skills trainings. CCM will also subsidize actual crew costs with other funds to keep Park District costs as low as possible and provide the administration of AmeriCorps education awards for crew members.

CREW ACTIVITIES: Crew will perform duties involved with the park districts native plant nursery and other environmental divisions, including but not limited to:
   1. Tree and shrub maintenance activities such as pruning, herbicide & deer repellant application, removal, and/or mulching.
   2. Tree and planting operations for large bare root, B&B, and tree spaded units.
   3. Collection of native seed for propagation purposes.
   4. Identification and mapping of new invasive species populations within Murphy-Hanrehan Park Reserve.
   5. Exotic/invasive species plant control or removal.
   6. Other miscellaneous project work (wildlife surveys, water quality testing, etc.) as mutually agreed upon by both parties.
FEE-FOR-SERVICE AGREEMENT BETWEEN
Three Rivers Park District
AND CONSERVATION CORPS MINNESOTA
Project Number: 11897

This contract, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Three Rivers Park District (hereafter referred to as "PURCHASER").

Description and scope of work for the project: District-wide Forest Management

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: January 30, 2017, or the date THE CORPS obtains all required signatures, whichever is later.
1.2 Expiration date: December 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

2.1 Complete services as specified in Exhibit A, 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 Conservation Corps Crew 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 crew's efforts.
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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 $164,487.00, based on the following fee schedule: $21.00 per corps member hour.

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.

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**AUTHORIZED REPRESENTATIVES**

6.1 THE CORPS’s Authorized Representative is Dorian Hasselmann, Central District Manager, 60 Plato Blvd. E. STE 210 St. Paul, MN 55107, (651) 209-9900 X 20, or his/her successor.

6.2 The PURCHASER’s Authorized Representative is Tom McDowell, Associate Superintendent- Division of Parks and Natural Resources, 3000 Xenium Lane North, Plymouth, MN 55441, (763) 559-6746, 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.

**LIABILITY**

8.1 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.

**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 U.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance be used only for a program that:
10.1.1 Does not duplicate, and is in addition to, an activity otherwise available in the locality of the
program;
10.1.2 Will not displace an employee or position, including partial displacement such as reduction in
hours, wages, or employment benefits; and
10.1.3 Will not create a service opportunity that will infringe on the promotional opportunity of an
employee.

10.2 An AmeriCorps/Conservation Corps member shall not perform services or duties or engage in activities
that:
10.2.1 Would otherwise be performed by an employee as part of the employee's assigned duties.
10.2.2 Will supplant the hiring of employed workers.
10.2.3 Are services or duties with respect to which an individual has recall rights pursuant to a
collective bargaining agreement or applicable personnel procedures.
10.2.4 Have been performed by or were assigned to 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:  
Date:  

CONSERVATION CORPS MINNESOTA:  
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:  
Date:  1.10.17
Exhibit A:

THREE RIVERS PARK DISTRICT WORK PROJECT PROPOSAL FOR
CONSERVATION CORPS OF MINNESOTA Crew(s)

SERVICES: CONSERVATION CORPS MINNESOTA (CCM) will provide the Three Rivers Park District with 3 5-person crews with crew trucks, as well as all needed crew PPE, etc. Each crew will consist of one trained supervisor and 4 trained crew members. Additional crews may be requested at any time under this contract or in addition to this contract and will be provided at CCM’s discretion. In-kind services will include 11 weeks of crew training provided by CCM, including orientation for crew leader and crew members, basic wildland firefighting (s130/s190), and numerous other educational and job skills trainings. CCM will also subsidize actual crew costs with other funds to keep Park District costs as low as possible and provide the administration of AmeriCorps education awards for crew members.

CREW ACTIVITIES: Crew will perform duties involved with the park districts native plant nursery and other environmental divisions, including but not limited to:

1. Tree and shrub maintenance activities such as pruning, herbicide & deer repellant application, removal, and/ or mulching.
2. Tree and planting operations for large bare root, B&B, and tree spaded units.
3. Collection of native seed for propagation purposes.
4. Identification and mapping of new invasive species populations within Murphy-Hanrehan Park Reserve.
5. Exotic/ invasive species plant control or removal.
6. Other miscellaneous project work (wildlife surveys, water quality testing, etc.) as mutually agreed upon by both parties.
FEE-FOR-SERVICE AGREEMENT BETWEEN
Three Rivers Park District
AND CONSERVATION CORPS MINNESOTA
Project Number: 11898

This contract, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Three Rivers Park District (hereafter referred to as "PURCHASER").

Description and scope of work for the project: District-wide Forest Management

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: January 30, 2017, or the date THE CORPS obtains all required signatures, whichever is later.
1.2 Expiration date: December 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

2.1 Complete services as specified in Exhibit A, 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 Conservation Corps Crew 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 crew's efforts.
3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through the Corps that is 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 $114,849.00, based on the following fee schedule: $21.00 per corps member hour.
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 Dorian Hasselmann, Central District Manager, 60 Plato Blvd. E. STE 210 St. Paul, MN 55107, (651) 209-9900 X 20, or his/her successor.
6.2 The PURCHASER’s Authorized Representative is Tom McDowell, Associate Superintendent- Division of Parks and Natural Resources, 3000 Xenium Lane North, Plymouth, MN 55441, (763) 559-6746, 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.

LIABILITY

8.1 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.

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 U.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance be used only for a program that:
10.1.1 Does not duplicate, and is in addition to, an activity otherwise available in the locality of the program;
10.1.2 Will not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits; and
10.1.3 Will not create a service opportunity that will infringe on the promotional opportunity of an employee.

10.2 An AmeriCorps/Conservation Corps member shall not perform services or duties or engage in activities that:
10.2.1 Would otherwise be performed by an employee as part of the employee's assigned duties.
10.2.2 Will supplant the hiring of employed workers.
10.2.3 Are services or duties with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
10.2.4 Have been performed by or were assigned to 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:

Date:

CONSERVATION CORPS MINNESOTA:
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:

Date: 1/1/17
Exhibit A:

THREE RIVERS PARK DISTRICT WORK PROJECT PROPOSAL FOR
CONSERVATION CORPS OF MINNESOTA Crew(s)

SERVICES: CONSERVATION CORPS MINNESOTA (CCM) will provide the Three Rivers Park District with 3 5-person crews with crew trucks, as well as all needed crew PPE, etc. Each crew will consist of one trained supervisor and 4 trained crew members. Additional crews may be requested at any time under this contract or in addition to this contract and will be provided at CCM’s discretion. In-kind services will include 11 weeks of crew training provided by CCM, including orientation for crew leader and crew members, basic wildland firefighting (s130/s190), and numerous other educational and job skills trainings. CCM will also subsidize actual crew costs with other funds to keep Park District costs as low as possible and provide the administration of AmeriCorps education awards for crew members.

CREW ACTIVITIES: Crew will perform duties involved with the park district’s native plant nursery and other environmental divisions, including but not limited to:
1. Tree and shrub maintenance activities such as pruning, herbicide & deer repellant application, removal, and/or mulching.
2. Tree and planting operations for large bare root, B&B, and tree spaded units.
3. Collection of native seed for propagation purposes.
4. Identification and mapping of new invasive species populations within Murphy-Hanrehan Park Reserve.
5. Exotic/invasive species plant control or removal.
6. Other miscellaneous project work (wildlife surveys, water quality testing, etc.) as mutually agreed upon by both parties.
FEE-FOR-SERVICE AGREEMENT BETWEEN
Three Rivers Park District
AND CONSERVATION CORPS MINNESOTA
Project Number: 11899

This contract, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between
CONSERVATION CORPS MINNESOTA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as
"THE CORPS") and Three Rivers Park District (hereafter referred to as "PURCHASER").

Description and scope of work for the project: District-wide Forest Management

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: January 30, 2017, or the date THE CORPS obtains all required signatures, whichever is later.
1.2 Expiration date: December 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

DUTIES OF THE CORPS

2.1 Complete services as specified in Exhibit A, 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 Conservation Corps Crew 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 crew’s efforts.
3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through the Corps that is 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 $259,688.00, based on the following fee schedule: $21.00 per corps member hour.
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 corps members 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 corps members 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 Dorian Hasselmann, Central District Manager, 60 Plato Blvd. E. STE 210 St. Paul, MN 55107, (651) 209-9900 X 20, or his/her successor.
6.2 The PURCHASER’s Authorized Representative is Tom McDowell, Associate Superintendent- Division of Parks and Natural Resources, 3000 Xenium Lane North, Plymouth, MN 55441, (763) 559-6746, 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.

LIABILITY

8.1 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.

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 U.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance be used only for a program that:

THE CORPS Service Agreement: February 29, 2016

Three Rivers Park District
10.1.1 Does not duplicate, and is in addition to, an activity otherwise available in the locality of the program;
10.1.2 Will not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits; and
10.1.3 Will not create a service opportunity that will infringe on the promotional opportunity of an employee.

10.2 An AmeriCorps/Conservation Corps member shall not perform services or duties or engage in activities that:
10.2.1 Would otherwise be performed by an employee as part of the employee's assigned duties.
10.2.2 Will supplant the hiring of employed workers.
10.2.3 Are services or duties with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
10.2.4 Have been performed by or were assigned to 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:
Date:

CONSERVATION CORPS MINNESOTA: 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: Executive Director
Date: 1/16/17
Exhibit A:

THREE RIVERS PARK DISTRICT WORK PROJECT PROPOSAL FOR CONSERVATION CORPS OF MINNESOTA Crew(s)

SERVICES: CONSERVATION CORPS MINNESOTA (CCM) will provide the Three Rivers Park District with 3 5-person crews with crew trucks, as well as all needed crew PPE, etc. Each crew will consist of one trained supervisor and 4 trained crew members. Additional crews may be requested at any time under this contract or in addition to this contract and will be provided at CCM’s discretion. In-kind services will include 11 weeks of crew training provided by CCM, including orientation for crew leader and crew members, basic wildland firefighting (s130/s190), and numerous other educational and job skills trainings. CCM will also subsidize actual crew costs with other funds to keep Park District costs as low as possible and provide the administration of AmeriCorps education awards for crew members.

CREW ACTIVITIES: Crew will perform duties involved with the park districts native plant nursery and other environmental divisions, including but not limited to:

1. Tree and shrub maintenance activities such as pruning, herbicide & deer repellant application, removal, and/ or mulching.
2. Tree and planting operations for large bare root, B&B, and tree spaded units.
3. Collection of native seed for propagation purposes.
4. Identification and mapping of new invasive species populations within Murphy-Hanrehan Park Reserve.
5. Exotic/ invasive species plant control or removal.
6. Other miscellaneous project work (wildlife surveys, water quality testing, etc.) as mutually agreed upon by both parties.