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DEPARTMENT OF PARKS AND RECREATION
645 PINE STREET, SUITE B, BURLINGTON, VT 05401
(802) 864-0123 (802)863-0450 (TTY) (802) 862-8027 (FAX)

MEMORANDUM

TO: Board of Finance
FROM: Mari Steinbach, Director
DATE: July 28, 2011
RE: Annual Department of Corrections Contract

Details: For the past many years the Parks & Recreation Department has entered into a contractual arrangement with the Vermont Department of Corrections for community service crews to provide parks, cemeteries, and facilities maintenance work. Until 2010, each year individual arrangements were made with each of these Department divisions, each paying a different fee for service, and making its own arrangements with the Corrections guards responsible for each crew. The cumulative amounts of these agreements were approximately up to \$45,000. In 2010, Corrections and Parks & Recreation signed one agreement, unifying the previous three, assessing a flat fee to cover the varying costs of each of the three different crews. This led to a more stable work plan, defined scopes of work, and reduced per hour assessment to the Department. This arrangement also benefitted DPW for winter sidewalk snow removal. No changes to the other terms of the contract were made however. The contract, in FY11, enabled the replacement of up to three seasonal employees within the Parks Operations Division, and greater seasonal efficiencies were gained.

In 2011, the contract has been revised further, to help bring it to City of Burlington contract standards and to put it through the appropriate approval processes. The redevelopment has gone through extensive review at Parole and Probation, through the Department, and the City Attorney's Office, and has taken more than three months to refine it to this point. The entire financial term of the agreement is up to \$60,000, for a one-year period. Scope of work, use of materials, administrative tasks and assignments, minimum and maximum work crew members per day, and more have all been clearly defined. Individual division foremen and managers of the Department will still have flexibility in defining their divisions' work plan, yet it conforms to a Department work plan standard and helps ensure greater accountabilities throughout contract implementation.

Funding Implications: The proposed contract amount of up to \$60,000 will be paid through FY12 Department budget appropriations from Parks Operations, Facilities Maintenance, Cemeteries, and Public Buildings.

Recommendation: Staff recommends the Board of Finance approve the proposed contract of up to \$60,000 with the Vermont Department of Corrections.



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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 August 2011, 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, 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.

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
- Facilities – Avg. Crew Size: 3, Monday – Friday 9:am – 2:00 pm (Work Week)
 - Saturdays (upon request)

4. Equipment

Equipment, Supplies and Materials are provided by the following:

- a. Cemeteries – The State supplies the mowers, trimmers, , other assorted hand tools and equipment as well as the needed maintenance to those items The City supplies the gas and oil, and on-site repairs to the maintenance equipment.
- 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 a maximum of \$60,000.00. This maximum limiting amount shall compensate State DOC for some of its costs in administering this agreement. The term shall be for 12 months or the maximum contract amount.

Invoices must be sent to Department of Parks and Recreation, 645 Pine Street, Ste B Burlington, VT 05401, Attention: Deryk Roach

Invoices must specify the date of service performed, number of participants, total daily cost (supervised/unsupervised).

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

Mari Steinbach, Director

Date

Date