



Angela Comstock <deputycityclerk@stacymn.org>

Rise Inc. Agreement for 2024 - Council Agenda

1 message

Aerica Benson <stacysportsgrill@stacymn.org>

Thu, Oct 5, 2023 at 11:49 AM

To: Angela Comstock <deputycityclerk@stacymn.org>, Michelle Hayes <michellehayes@stacymn.org>

Hi Ladies,

Can we add this in for the council to review on Tuesday? Attached is the new contract for Rise for 2024 - reminder that we have to sign an annual contract with them, so this would lock us in for the entire year of 2024. I did the math (word document attached) to show what we could save by paying a custodian the maximum hourly rate, 7 days per week, at 2.5 hours of cleaning each day. I am having my staff do more cleaning tasks, so the 2.5 hours custodian work each day is an overshoot of what I expect the hours actually worked to be. This is to show the minimum savings I foresee if we ended our contract with Rise.

Thanks!
Aerica

----- Forwarded message -----

From: **Nancy Hoff** <NHoff@rise.org>

Date: Tue, Aug 29, 2023 at 1:50 PM

Subject: Rise Inc. Agreement for 2024

To: Aerica Benson <stacysportsgrill@stacymn.org>

Cc: Tracy Jochim <TJochim@rise.org>

Hello Aerica,

I wanted to touch base with you regarding an increase in the MN State minimum wage effective January 1st, 2024. I have attached an updated agreement reflecting an increase for your review. We wanted to get this to you as soon as possible for you to present to the council as necessary before the end of the year. The increase is slight, but nonetheless an increase (current rate \$13.24/hr., new rate for 2024 \$13.56/hr.). Please let me or Tracy know if you have questions or need anything additional.

We value our partnership with Stacy Sports Grill very much and appreciate the work opportunities for the people we serve.

Thank you-

Sincerely,

Nancy Hoff

Sales and Marketing

Phone: 763.783.2807 | Email: nhoff@rise.org | Fax: 763.786.0008

[8406 Sunset Road NE | Spring Lake Park, MN 55432 | rise.org](https://www.rise.org)



Stacy Sports Grill/Rise, Incorporated

Operating Agreement

This Agreement is made and entered into this 1st day of January 2024, by and between -Stacy Sports Grill 6007 Stacy Trail, Stacy, Minnesota 55079 and Rise, Incorporated, 8406 Sunset Road NE, Spring Lake Park, Minnesota 55432 (hereinafter Rise).

I. Term

This Agreement shall commence upon the date stated above and will be revisited and reviewed yearly by Rise and the City of Stacy. This Agreement may be terminated by either party at any time with or without cause, by giving a 30-day written termination notice to the other party.

II. Services

Stacy Sports Grill hereby contracts with Rise to furnish workers to perform various cleaning and custodial duties at their location Monday through Friday, with exception of recognized holidays (see attached). Work will be performed from 9:00am to 10:30 each day (1.5 hours). All supplies and work materials to perform tasks will be provided to Rise workers by Stacy Sports Grill.

III. Compensation

Stacy Sports Grill will pay Rise a rate of \$13.56 per hour per person (4- person crew). This rate includes all wages, employer payroll taxes including FICA, Workers' Compensation, etc. Transportation to and from. Contracted services stated herein are subject to Minnesota state sales tax and will be added to all invoices unless Rise receives a signed and completed Minnesota State Sales Tax Exempt Certificate prior to start date. Payment for services shall be made upon presentation of a claim. Terms will be Net 30 days total. Invoices will be prepared monthly.

*Any revisions to the minimum wage adopted by the State of Minnesota, will impact a renewal or update to this Agreement.

IV. Independent Contractor

It is agreed by both parties that at all times and for all purposes hereunder, Rise (including its staff and workers) is an independent contractor and not an employee of Stacy Sports Grill.

V. Insurance

Rise will carry Worker's Compensation Insurance as required by law. Rise will not hold Stacy Sports Grill responsible for any work-related injury, unless caused by the negligence or willful misconduct of Stacy Sports Grill.

Stacy Sports Grill will keep the facility, including the contents, insured against loss of damage by fire, explosion and similar casualties. Stacy Sports Grill will not hold Rise responsible for damage or destruction of the facility or its contents regarding such casualties, unless caused by the negligence or willful misconduct of a Rise worker.

VI. Requirement of a Writing

All alterations, amendments, deletions or waivers of the terms of the Agreement shall be valid and enforceable only when they have been reduced to writing and duly signed by the parties.

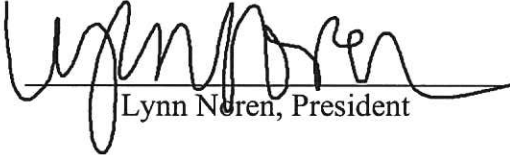
VII. Entire Agreement

It is understood and agreed upon by the parties that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agrees that this Agreement is the only and complete Agreement regarding the subject hereof.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands.

Stacy Sports Grill

Rise, Incorporated



Lynn Noren, President

11/29/23

Date

Date

Rise – 2024

\$13.56/hr. X 4 person crew = \$54.24 per hour

\$54.24 X 1.5 hrs (9am-10:30am) = \$81.36 per day

\$81.36 X 5 days (M-F) = \$406.80 per week

\$406.80 X 4 weeks = \$1627.20 per month

\$1627.20 X 12 = \$19,526.40 per year – Rise Weekdays

Weekend Custodian Only - 2024

\$17.21/hr X 2.5 hrs = \$43.03 per day

\$43.03 X 2 (Saturday & Sunday) = \$86.06

\$86.06 X 52 weeks \$4475.12 per year Weekend Custodian

Rise Weekdays + Weekend Custodian 2024

19,526.40 + \$4475.12 = \$24,001.52 Total Annually (Rise + Weekend Custodian)

Custodian Only - 2024

\$17.21/hr X 2.5 hrs = \$43.03 per day

\$43.03 X 7 = \$301.21 per week

\$301.21 X 4 = \$1204.84 per month

\$1204.84 X 12 = \$14,458.08 Total Annually (Custodian Only – 7 days per week)

Rise + Custodian = \$24,001.52 Annually

Custodian Only = \$14,458.08 Annually

Savings of \$9,543.44 Annually