



Board of County Commissioners Agenda Request

5B
Agenda Item #

Requested Meeting Date: April 26, 2022

Title of Item: Aitkin County Soils Workshop

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
Submitted by: Andrew Carlstrom		Department: Planning & Zoning
Presenter (Name and Title): Andrew Carlstrom, Environmental Services Director		Estimated Time Needed: 5 minutes
Summary of Issue: <p>Aitkin County has been presented an opportunity to offer a Soils Workshop in Section 5 of Hill Lake Township on June 9, 2022 to our Aitkin County septic contractors, as well as designated Aitkin County employees. The Soils Workshop will qualify for MPCA credit hours and will be instructed by licensed soil scientist and former county employee Becky Sovde, as well as former Aitkin County Contract Inspector, Bryan Hargrave. The Soils Workshop will include 4-6 in-ground soil pits with the main objective to improve the participant's ability to describe and understand soil conditions important to the design and performance of the individual sewage treatment systems within our county.</p> <p>The cost per contractor will be \$100.00 for an entire day of training and estimated total cost to the county will be \$5500.00. This includes instructor fees, contractor with excavation equipment, portable toilet, catered picnic lunch, and miscellaneous items. Contract has been reviewed by County Attorney.</p>		
Alternatives, Options, Effects on Others/Comments: Deny Soils Workshop		
Recommended Action/Motion: Motion to approve Soils Workshop for June 9, 2022.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ 5500.00 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

INDEPENDENT CONTRACTOR AGREEMENT FOR SOILS WORKSHOP

This independent contractor agreement (the "**Agreement**") is made and entered into as of April 12, 2022 (the "**Effective Date**") between AITKIN COUNTY 307 2ND Street NW, Aitkin, MN 56431 (the "**County**"), and BRYAN HARGRAVE, Downunder Inspections 12604 Co. Rd. 118, Merrifield, MN 56465 (the "**Contractor**") (collectively, the "**Parties**").

The County requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

1.0. Term and Termination.

1.1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until June 30, 2022 (the "**Term**"), unless earlier terminated under this Section 1.

1.2. Either Party may terminate this Agreement for cause by providing the other Party 30 days written notice of the intent to terminate.

2.0. Contractor Services.

2.1. During the Term, the County may engage the Contractor to provide the following services as needed (the "**Services**"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):

- A. Order lunch, snacks, and drinks for event.
- B. Organize and instruct Soils Workshop.
- C. Secure excavation contractor.
- D. Secure and ensure delivery of portable toilet.
- E. Establish MPCA accreditation for contractor continuing educational units.
- F. Contact County (Andrew Carlstrom) if any problems arise within 2 working days at 218-927-7342 or by e-mail at andrew.carlstrom@co.aitkin.mn.us.

2.2. The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the "**Contractor Personnel**"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.

2.3. The Contractor shall supply the County with a copy of Contractors work schedule and class agenda. The Contractor shall notify the County of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than 30 days prior to such change(s). If the Contractor becomes aware of such change(s) within the 30 day period, the Contractor shall promptly notify the County of such change(s) within a reasonable amount of time.

2.4. The County shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

3.0. Independent Contractor Status.

3.1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of County. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor may not act as agent for, or on behalf of, the County, or to represent the County, or bind the County in any manner.

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the County.

4.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

5.0. **Indemnification.** The Contractor shall indemnify and hold harmless the County, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

6.0. **Data Privacy.** Pursuant to Minn. Stat. Ch. 13, Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. Contractor understands it is subject to the requirements of the Minnesota Government Data Practices Act. Contractor agrees that all data created, collected, received, stored, used, maintained or disseminated by Contractor in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that Contractor must comply with those requirements as if it were a government entity. Contractor agrees to indemnify and hold County, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by Contractor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

7.0. **Records Auditing and Retention.** Contractor's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 16C.05, subd. 5. Contractor agrees to maintain such

evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8.0. Insurance Coverage. Contractor agrees that in order to protect itself as well as the County under the indemnity provision set forth in the Agreement, it will at all times during the term of the Agreement keep in force the following insurance protection in limits specified: a. Commercial General Liability/Professional Liability coverage of at least \$500,000 per individual and \$1,500,000 per occurrence; and b. Automobile coverage of at least \$1,500,000. Any policy obtained and maintained under this provision must provide that it shall not be cancelled, materially changed, or allowed to lapse without at least thirty (30) days written notice to the County.

9.0. Non-Discrimination. Contractor agrees to abide by all provisions of Minnesota Statutes section 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract." Contractor agrees to abide by all federal laws prohibiting discrimination. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

10.0. Workers' Compensation. Contractor guarantees that it shall have Workers' Compensation Insurance in effect throughout the term of this Agreement, as required by Minnesota Statutes section 176.182, and shall provide a certificate evidencing insurance to the County prior to executing the Agreement.

11.0 Miscellaneous Provisions.

11.1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

11.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

11.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

11.4. This Agreement shall not be assigned by either party without the express consent of the other party.

11.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any

right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

11.6. This Agreement is be governed by and construed in accordance with the laws of the State of Minnesota without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Minnesota. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF MINNESOTA.

The Parties are signing this Agreement on the date stated in the introductory clause.

AITKIN COUNTY

By: _____

Name: Andrew Carlstrom

Title: Environmental Services Director

BRYAN HARGRAVE

Title: Contractor