

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: December 10, 2012

Via: Patrick Wussow, County Administrator

From: Terry Neff, Environmental Services Director

Title of Item:

ISTS Contract Inspector

Requested Meeting Date: December 18, 2012 Estimated Presentation Time: _____

Presenter: Terry Neff

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Consent Agenda
- For discussion only with possible future action Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: 122-5135
- Expenditure line account # for this item is: 122-6231

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

Aitkin County Environmental Services Planning and Zoning
209 Second Street NW
Room 100
Aitkin, MN 56431
Phone: 218-927-7342
Fax: 218-927-4372



MEMORANDUM

DATE: December 10, 2012
TO: Aitkin County Board of Commissioners
FROM: Terry Neff, Environmental Services Director
RE: ISTS Contract Inspector

A handwritten signature in blue ink, appearing to be 'T. Neff', enclosed in a blue circle.

The present ISTS Contract Inspector, Joe Fuhrer has asked to renew his contract for the year 2013. Due to the retirement of the zoning inspector in 2009, the duties were increased to include site inspections for permits. We have received no complaints on his performance over the past year. There is no rate increase from the 2012 contract. I recommend the Board approve entering into a contract with Joe Fuhrer for ISTS and permit inspections for the year 2013 at a rate of \$325.00 per day (enclosed is a copy of the contract).

If you have any questions, please feel free to contact me at 218-927-7342 or by e-mail at tneff@co.aitkin.mn.us.

enclosure

c:\ctybrd\ctybrd2012

**CONTRACT FOR INDEPENDENT INDIVIDUAL SEWAGE TREATMENT SYSTEM
INSPECTOR CONTRACTOR**

This contract, dated December 18, 2012 is made between the following parties:

County of Aitkin
209 2nd St NW
Aitkin, MN 56431

And

Joe Fuhrer (Independent Contractor Located At : Box 151
Pine River, MN 56474)

1. **SERVICES.** Aitkin County has adopted an ordinance to provide for the proper design, location, installation, use and maintenance of individual sewage treatment systems (ISTS) entitled the Aitkin County Individual Sewage Treatment System and Wastewater Ordinance, No. 1 and as required by Minnesota Rules Chapter 7080 and must enforce the provisions of the Ordinance through the services of a qualified employee or licensed ISTS Inspector. The licensed independent ISTS Inspector contractor is responsible for inspections of installations of ISTS in Aitkin County. Aitkin County under the authority of Minnesota Statutes, 103F Minnesota Regulations, Parts 6120.2500 – 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes Chapter 394, has adopted zoning ordinances to promote the health, safety and general welfare of the inhabitants by dividing the County into zones and regulating therein the uses of land and the construction of all structures.

The duties of the Independent Contractor include, but are not limited to:

- A. Obtain copies of the Aitkin County permits and related documents including an approved site evaluation and an approved design for all ISTS inspections prior to inspecting. Aitkin County will supply copies of permits and related documents.
- B. Inspect new and replacement ISTS for full compliance with "Aitkin County's Individual Sewage Treatment System and Wastewater Ordinance NO.1."
- C. Complete to the satisfaction of the Aitkin County Planning and Zoning Department all inspection forms, certificate of compliance or notice of noncompliance and submit to Aitkin County Planning and Zoning Department within five (5) days of the final inspection. This includes all soils information, verification of clean sand and any other information pertinent to the completion of the inspection form in its entirety. The independent contractor is responsible and will be held accountable for sewer inspections and all other relevant information.

D. Take and submit inspection photos, labeled clearly with inspectors name, installers name, property owners name, date and type of septic system and in sufficient quantity to document tank and drainfield area.

E. It is the responsibility of the independent contractor to have available all tools and equipment necessary to adequately complete an ISTS and site inspection(s).

F. It is the responsibility of the independent contractor to provide transportation to the job site and to service and maintain adequate automobile insurance. A copy of the automobile insurance will be provided to the County prior to any contractual work being performed.

G. Consult verbally and in written form with property owners and ISTS professionals in a positive manner.

H. The independent individual sewage treatment system inspector contractor will work together with the Aitkin County Planning and Zoning Department to provide thorough and fair enforcement of the Aitkin County Individual Sewage Treatment System and Wastewater Ordinance NO.1, Zoning Ordinance and Shoreland Management Ordinance. If during an inspection an item of noncompliance is not corrected the independent individual sewage treatment system inspector contractor shall immediately notify the Aitkin County Planning and Zoning Office and shall not authorize backfilling of the ISTS.

I. The Independent Contractor shall perform site inspections for setback distances of structures to verify compliance with permit applications and with the goals and objectives of the zoning ordinances of the Aitkin County Planning and Zoning Department.

2. **INSURANCE:**

The independent contractor is required to provide evidence that he/she carries his/her own insurance coverages. Evidence shall be in the form of an original certificate of insurance. Faxed or photocopies will not be accepted. Aitkin County must be shown on the certificate as an additionally insured for all liability. The following minimum limits are required:

General Liability = **\$1,500,000** aggregate, **\$1,500,000** products and completed operations aggregate.

\$500,000 Personal Injury and Advertising Injury, **\$1,500,000** each occurrence.

Explosion, collapse and underground must be included.

The liability policy must be written on an occurrence basis, not claims made basis. Coverage shall also be indicated on the certificate of insurance for Automobile Liability: Bodily Injury: \$1,500,000 each occurrence or a combined single limit of \$1,500,000. If the independent contractor is unable to carry these minimum underlying limits, he/she shall demonstrate proof that he/she has an umbrella policy to meet the minimum amounts and insurance.

3. **INSPECTION SCHEDULE:** The independent contractor shall be responsible for setting their own schedule and provide a copy of said schedule on a daily basis to the Planning and Zoning Department for approval.
4. **MAINTAIN LICENSURE:** The independent contractor shall secure any and all state licenses that may be required in order to perform the services as contemplated by the inspection duties assigned to him/her and shall comply with all other Federal, State and Local rules, regulations and ordinances as required of an Individual Sewage Treatment System Inspector under the rules by the State of Minnesota (Chapter 7080). If the required State License is rendered invalid for any reason the independent contractor shall not conduct any inspections.
5. **CONFLICT OF INTEREST:** The independent contractor shall not inspect an installation if the installer is related to or an employee of the contractor.
6. **INDEPENDENT CONTRACTOR STATUS:** Aitkin County shall consider individuals who sign this contract as independent contractors and not employees of the County. No statement contained in this contract shall be construed so as to find Contractor to be an employee of the county. The independent contractor acknowledges that he/she shall not be construed as an employee of the County. The independent contractor will not be entitled to workers compensation in the event of his injury while performing inspection duties; shall not be entitled to unemployment compensation in the event of the termination of this contract, shall not have Federal or State income tax, FICA and FUTA withheld from the payments made hereunder, shall not receive any employer match in social security, and shall not be entitled to any County benefit package available to the County employees. The independent contractor shall hold or have applied for a Federal Employee Identification Number and shall supply to Aitkin County the Federal Employee Identification Numbers or a copy of the application. Independent Contractor acknowledges and agrees that it is his/her sole obligation to comply with the applicable provisions of all Federal and State tax laws.
7. **RELEASE AND INDEMNITY:** The independent contractor agrees to defend, indemnify, and hold Aitkin County, its employees and officials harmless from any claims rising out of an act of omission on the part of the independent contractor. In the event of any disputes or disagreements encountered by the independent

contractor with property owners or contractors/installers, the Planning and Zoning staff agree to assist and confirm the work of the Independent Contractor.

8. **TERM:** The term of this contract shall be from May 13, 2013 and run until November 8, 2013. The independent contractor or the County may terminate this agreement after 30 days upon written notice of said termination. The County may terminate the agreement at any time without notice if the independent contractor fails to perform his/her duties satisfactorily or fails to demonstrate sufficient knowledge of local and state rules, regulations and ordinances or fails to exhibit a professional attitude. In the event Aitkin County terminates this contract, a written explanation of why will be provided to the contractor.
9. **COMPENSATION:** The County shall pay the independent contractor a flat fee of \$325.00 per day. This fee does not include travel time to and from the County from the contractor's place of residence or business. The County shall compensate the independent contractor on a bi-weekly basis provided that written invoices have been submitted to and accepted by the Planning and Zoning Department.
10. **ASSIGNMENT:** The independent contractor shall not assign this agreement without prior written consent of the County. This non-assignment clause shall not prohibit the independent contractor from hiring, at his/her discretion, such assistants as may be required in the fulfillment and completion of the inspections and reports as contemplated under this agreement. Any assistants shall be deemed to be employees of the independent contractor, payable by the independent contractor.
11. **NOTICES:** All notices given or sent pursuant to this contract shall be sent by United States mail, addressed to the respective party at the address as set forth in the heading of this agreement, or at such other address as the parties may designate in writing from time to time.
12. **DATA PRACTICES:** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Independent Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now.
13. **RECORDS AVAILABILITY AND RETENTION:** Pursuant to Minn. Statute 16C.05, Subd. 5, the Independent Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, except, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Independent Contractor and involve transactions relating to the Contract.

Independent Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

14. **SIGNATURE:** The independent contractor acknowledges by his/her signature on this document that he/she is in full agreement with the terms as imposed upon him/her by this contract, that he/she will comply with those terms and conditions, and has received a copy of this contract.

COUNTY OF AITKIN

DATE December 18, 2012

BY _____
BOARD CHAIRPERSON

DATE December 18, 2012

BY _____
ENVIRONMENTAL SERVICES
DIRECTOR

DATE December 18, 2012

BY _____
INDEPENDENT CONTRACTOR

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