



Board of County Commissioners Agenda Request



Requested Meeting Date: December 8, 2015

Title of Item: Renew SSTS Inspector Contract

<input type="checkbox"/> REGULAR AGENDA <input checked="" 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* <i>*provide copy of hearing notice that was published</i>
Submitted by: Terry Neff, Environmental Services Director		Department: Environmental Services
Presenter (Name and Title): Terry Neff, Environmental Services Director		Estimated Time Needed: N/A
Summary of Issue: Martin Joyce Septic Service, LLC has been contracted to do the septic system inspections and onsite inspections for Planning and Zoning Office for the past two years. He subcontracts these inspections with Bryan Hargrave who is a Licensed SSTS Inspector with the MPCA and Soil Scientist. Martin has asked to renew the contract for 2016 at the present rate of \$350.00 per day.		
Alternatives, Options, Effects on Others/Comments: Alternative would be to contract with another company/individual or hire a full time staff person.		
Recommended Action/Motion: Recommend approving the contract between Aitkin County Environmental Services and Martin Joyce Septic Services, LLC.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Approximately \$ 45,500.00 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:		

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

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 1, 2015
TO: Aitkin County Board of Commissioners
FROM: Terry Neff, Environmental Services Director
RE: SSTS Contract Inspector

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The present SSTS Contract Inspector, Martin Joyce has asked to renew his contract for the year 2016. In 2010 the duties were increased to include onsite inspections for zoning permits. We have received no complaints on his performance over the past year. Due to the quality of work, additional soils expertise and license with the MPCA as an Advanced Inspector, I recommend the Board approve entering into a contract with Martin Joyce for SSTS and permit inspections for the year 2016 at the current rate of \$350.00 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

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

This contract, dated December 8, 2016 is made between the following parties:

County of Aitkin
209 2nd St NW Rm 100
Aitkin, MN 56431

And

Martin Joyce Septic Service, LLC (Independent Contractor
Located At : 27604 Co. Rd. 3, Merrifield, MN 56465)

1. **SERVICES.** Aitkin County has adopted an ordinance to provide for the proper design, location, installation, use and maintenance of subsurface sewage treatment systems (SSTS) entitled the Aitkin County Subsurface Sewage Treatment System Ordinance and as required by Minnesota Rules Chapter 7080-7083 and must enforce the provisions of the Ordinance through the services of a qualified employee or licensed SSTS Inspector. The licensed independent SSTS Inspector contractor is responsible for inspections of installations of SSTS 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 SSTS inspections prior to inspecting. Aitkin County will supply copies of permits and related documents.
- B. Inspect new and replacement SSTS for full compliance with "Aitkin County's Subsurface Sewage Treatment System Ordinance."
- 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 a SSTS 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 SSTS professionals in a positive manner.

H. The independent subsurface 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 Subsurface Sewage Treatment System Ordinance, Zoning Ordinance and Shoreland Management Ordinance. If during an inspection an item of noncompliance is not corrected the independent subsurface sewage treatment system inspector contractor shall immediately notify the Aitkin County Planning and Zoning Office and shall not authorize backfilling of the SSTS.

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 coverage's. 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 a Subsurface Sewage Treatment System Inspector under the rules by the State of Minnesota (Chapter 7080-7083). 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. The independent contractor shall not perform compliance inspections on existing systems or site evaluations and designs during the term of the contract, unless the compliance inspection, site evaluation or design is to fulfill requirements of the contract.
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 9, 2016 and run until November 4, 2016. 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 \$350.00 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 8, 2016 BY _____

BOARD CHAIRPERSON

DATE December 8, 2016 BY  _____

ENVIRONMENTAL SERVICES
DIRECTOR

DATE December 8, 2016 BY  _____

INDEPENDENT CONTRACTOR