

## AITKIN COUNTY LAND

### SERVICE CONTRACT

WHEREAS, the undersigned hereinafter referred to as "Independent Contractor", is prepared to perform services for Aitkin County, hereinafter "County", and,

WHEREAS, Aitkin County and the Independent Contractor mutually agree that services performed by the undersigned shall be performed as an Independent Contractor and not as an employee, and,

WHEREAS, the parties desire to set forth their relationship in writing so that there may be no misunderstanding as to the relationship and responsibilities, and,

WHEREAS, in consideration of their mutual promises and covenants contained herein and the engagement by the County of the undersigned as an Independent Contractor,

NOW, THEREFORE, the parties do agree as follows:

- 1) The independent contractor is to perform services in accordance with "Contract Specifications" and Maps. The parties further agree that these are parts of this Agreement in all respects.
- 2) The terms of this Agreement shall be applicable to situations involving the purchase of services by the County.
- 3) The undersigned Independent Contractor agrees that it is performing its services solely in the capacity of an Independent Contractor. It is agreed and acknowledged by the parties that the Independent Contractor is not an employee, partner, associate, agent, or joint venturer in any of the functions that it performs for the County.
- 4) The contractor will be required at all times during the term of the contract, to maintain and keep in force a liability insurance policy in the amounts of legal obligation per Minnesota statute. The policy must contain a contractual liability endorsement covering the contractor's indemnity obligation to the County, its officers, agents and employees, pursuant to the contract. The successful bidder shall furnish a certified copy of his or her insurance to the Aitkin County Land Commissioner prior to starting date.
- 5) The Independent Contractor shall comply with all federal, state, county or other government regulations or laws, including but not limited to, the Fair Labor Standards Act, the Wage and Hour Laws, the Occupational Safety and Health Act and the Equal Opportunity laws.
  - a. In the event that the Independent Contractor hires employees or sublets this contract to fulfill the Independent Contractor's obligations hereunder, the Independent Contractor agrees that it will be fully responsible for all wages, salaries, or other remuneration to its employees or subcontractors, and that it will

be fully responsible for the filing of any forms and returns relating to the payment of such wages or other remuneration.

b. The undersigned Independent Contractor agrees that it will be solely responsible for the payment of all taxes, fees or charges of any nature, type, or description due as a result of the performance of the services, including but not limited to, state and federal income taxes. Further that it will make such payments for Social Security, Worker's Compensation benefits and attorneys fees and other associated costs and expenses including, but not limited to medical and rehabilitative expenses required by Minnesota Law as amended. The Independent Contractor will be responsible for Unemployment Compensation or other governmental charges, fees or licenses as may be appropriate or necessary as a result of the performance of services and the receipt of funds for the performance of such services.

c. Contractor must receive written authorization from the Land Commissioner or Assistant Land Commissioner to subcontract any part of this contract.

- 4) The undersigned Independent Contractor agrees that it shall save and hold harmless the County from any and all claims, penalties or expenses of any nature, type or description whatsoever including reasonable attorney's fees, whether asserted by an individual, organization, or governmental agency or subdivision connected or in any way related with the performance of any services to be performed for the County.
- 5) The County agrees that it shall remunerate the undersigned Independent Contractor for its services according to the payment terms stated in the Specifications.
- 6) The parties agree that the undersigned Independent Contractor shall have sole control over the means and manner of performance of the Independent Contractors' obligations hereunder including, but not limited to the method, time, hours, days to be worked and other details of performance (subject to the contract specifications and maps). The County reserves the right only to inspect the job site for the sole purpose of ensuring that the end result shall be or has been accomplished and the contract specifications and maps are met. The County takes no responsibility for the supervision or direction of the performance of any of the services to be performed by the undersigned Independent Contractor or of its employees or subcontractors. The County further agrees that it shall exercise no control over the selection and dismissal of the Independent Contractors' employees.
- 7) The parties agree that the County shall initially designate the work to be performed. It shall also make a final inspection within a reasonable period of time after the undersigned Independent Contractor claims that the work has been completed so final payment can be made. All work shall be performed in a workmanlike manner. The work that is to be performed is set out in the contract specifications. Legal descriptions of the property where work shall be done and site maps are set out in the maps.
- 8) The undersigned Independent Contractor agrees that it shall furnish all materials, labor, equipment, tools and other items necessary for the performance of the contractual undertaking that it has assumed herein. The undersigned Independent Contractor agrees

that it has a substantial economic investment in tangible assets used in performing the services hereunder. Independent Contractor shall serve as the sole employer with respect to any of the employees employed by the Independent Contractor for the performance of the services required hereunder.

- 9) If the Independent Contractor should neglect to perform any term or condition of this Contract or in any event the Independent Contractor shall abandon this Contract of which the County shall be the sole judge; or if the Independent Contractor shall be adjudged bankrupt or if the Independent Contractor shall make a general assignment for the benefit of his creditors or if a receiver is appointed on account of the insolvency of the Independent Contractor; or in the event the Independent Contractor fails to complete the work required of it under this agreement or in any other way is in default of performance hereunder, the County shall have the right to terminate this Contract and any and all activities growing out of or in anywise connected with this Contract; shall have the right to retain the bidder's bond, and to pursue any and all legal remedies.
- 10) The Independent Contractor is responsible for inspecting any Contract sites prior to signing this final contract and accepts the proposed sites as being satisfactory to perform the Contract services of the Contract without risk to person or property.
- 11) This Contract constitutes the full and final agreement and understanding between the parties and is a complete statement of the intended terms. This contract shall not be modified except in writing signed by both of the parties hereunder.
- 12) The specifications attached hereto are made a part of this Contract.

---

Contractor Name, Date

---

Aitkin County Representative, Date

---

Print Contractor Name

---

Contracting Company Name

---

Address

---

Social Security or Taxpayer I.D.