

# AGREEMENT FOR PROVISION OF CONTRACT LABOR

## 1.0 INTRODUCTION

This is an Agreement, made as of July 2, 2018 (the "Agreement"), between the Hubbard County Developmental Achievement Center, Inc. (hereinafter referred to as "HCDAC") and Hubbard County Solid Waste (hereinafter referred to as "HCSW"), collectively the "Parties", both of Park Rapids, Hubbard County, MN.

Whereas, HCSW (Contractee) desires to contract for labor to perform specified (type of work) services; and

Whereas, the HCDAC, a licensed day training and habilitation program, can provide three (3) client-workers, that Hubbard County has financial responsibility for; and

Now therefore, for and in consideration of the mutual covenants contained herein, HCSW and HCDAC agree as follows:

## 2.0 DESCRIPTION OF SERVICES

2.1 Labor: HCDAC will provide to HCSW three (3) client-workers who will perform recycling services as specified by HCSW. The tasks to be performed will vary, and HCSW shall determine the actual sites and procedures of the tasks. Job duties shall include the following:

- Ride with driver on HCSW trucks to pick up recycling materials at various county locations and deliver back to the recycling center with consistent established routes and schedules.
- Safely load recyclables onto trucks using lift gates and following instruction of Truck Driver.
- Help arrange recyclables into Truck.
- Help unload recyclables once the truck has returned to the Recycling Center.
- Assist with sorting of materials.
- Assist with baling line.
- General office, building, and grounds cleaning.

2.2 Supervision: At the request of the HCSW Administrator, the HCDAC will provide a Supervisor/job-coach to address employment issues between HCDAC client employees and HCSW Employees. Hubbard County will be billed only for Supervisor/job-coach hours actively utilized on the job site.

2.3 Equipment: HCSW shall provide equipment and supplies, including personal safety items as necessary.

2.4 Training: The HCDAC will provide job training and safety training to its employees. Safety training, at a minimum, shall include basic first aid (for HCDAC supervisors), proper lifting, hazard recognition, proper conduct around machinery, and safe handling of cleaning materials. HCSW will provide a list of safety-related policies and procedures related to the tasks performed by the workers of the HCDAC.

2.5 Performance: The client-workers will be assigned by the HCDAC. If, after training, the client-worker cannot perform the job with supervision and support appropriate to his/her disability, then the work placement will be discontinued. Failure to work safely or endangerment of self or other persons shall be grounds for immediate removal of the HCDAC worker. The HCDAC shall immediately notify HCSW if for any reason the HCDAC is not able to perform required services.

2.6 Job Location and Schedule: All work will be performed on recycling routes located within Hubbard County and at the Hubbard County Solid Waste Transfer Station and Recycling Center located in Park Rapids, MN, Mondays through Fridays, between 8:00 a.m. and 2:00 p.m. Unless prior

arrangements are made, HCDAC workers will not work on scheduled HCDAC holidays. Actual number of hours worked will be determined by HCSW in accordance with their needs and budget, and will be communicated to the HCDAC Supervisor at least one day in advance of any schedule changes.

### 3.0 FEE FOR SERVICE AND BILLING

The HCDAC will keep an individual time sheet for the client-worker. As of the last day of each month, the DAC will prepare and present to HCSW an invoice for the aggregate sum of the commensurate hours worked by the DAC client-workers at a rate of \$15.00 per hour. It is the responsibility of the HCDAC to pay HCDAC employees' wages, employment taxes and other benefits or deductions. It is agreed by the parties that at all times and for all purposes within the scope of this agreement, the relationship of HCDAC to HCSW shall be that of independent contractor and not that of employee. No statement contained in this agreement shall be construed so as to find HCDAC or any employee of HCDAC to be an employee of HCSW, and HCDAC and any employee of HCDAC shall be entitled to none of the rights, privileges, or benefits of HCSW employees.

HCSW will pay for services rendered within thirty days of receipt of each invoice.

### 4.0 INSURANCE AND INDEMNIFICATION

The HCDAC shall maintain Worker's Compensation Insurance coverage for all HCDAC employees (client-worker and supervisors) in an amount specified by the State of Minnesota and shall provide evidence of this insurance to HCSW. The HCDAC shall maintain liability insurance in the amount of \$1,000,000 covering the persons in its employ for any claims, demands, or damages caused by HCDAC employees.

HCSW shall maintain liability insurance in the amount of \$1,000,000 covering work sites, materials and equipment. All property belonging to HCSW and used pursuant to the activities described in this agreement shall be used at the risk of HCSW.

The HCDAC agrees to indemnify and hold HCSW, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising from the work done by HCDAC client-workers or supervisors under this agreement, except when such claims are a result of negligence on the part of HCSW.

### 5.0 CONTRACT MODIFICATIONS AND TERMINATION

This agreement may be modified or terminated by mutual agreement of both parties. In addition, either party may terminate this agreement without showing cause by giving the other party not less than ten (10) calendar days written notice of intent to terminate.

### 6.0 DATA PRACTICES ACT

The HCDAC and HCSW must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided under the agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the HCDAC. The civil remedies of Minn. Stat. Section 13.08 apply to the release of the data referred to in this Clause by either HCDAC or HCSW. If HCDAC receives a request to release data referred to in this Clause, HCDAC must immediately notify HCSW. HCSW will give HCDAC instructions concerning the release of data to the requesting party before data is released.

### 7.0 PERIOD OF AGREEMENT

Unless modified or terminated as described above, this agreement will remain in effect from July 2, 2018 through December 31, 2018.

8.0 SIGNATURES

In witness whereof, the parties hereto set their hand:

\_\_\_\_\_  
Chairman, Hubbard County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Hubbard Co. DAC, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hubbard County Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Hubbard Co. DAC, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form:  
Hubbard County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hubbard Co. Solid Waste Admin.

\_\_\_\_\_  
Date