



Department of Public
Health and Environment

Lowell Johnson
Director

Sue Hedlund
Deputy Director

November 6, 2014

City of Lake Elmo
Adam Bell
3800 Laverne Ave N
Lake Elmo, MN 55042

Washington County, through its Department of Public Health and Environment (Department), has historically provided, and it is the county's desire to continue to provide, septic system permitting and inspection services for the City of Lake Elmo.

The most recent Agreement between the city and the county will expire on December 31, 2014. Please be assured there will be no interruption of service to the city while we work jointly to execute a new Agreement.

The changes to the Agreement include:

- **TERMS AND EFFECTIVE DATE** – Dates changed to reflect effective date of January 1, 2015 and termination date of December 31, 2016.

Please review the enclosed Agreement, and, if the language is satisfactory, return the signed original Agreement to the attention of Stephanie Holt. We will send a fully executed copy of the Agreement to the city as soon as it is signed by the County Board Chair and County Administrator. If, however, there are paragraphs in the Agreement you would like to discuss, please contact our Department at your earliest convenience.

We would also like to use this opportunity to remind you that the Department is currently in the process of revising our Subsurface Sewage Treatment System Ordinance. If there are any questions regarding this process, please let us know.

We look forward to continued service to your community. If you have any questions or if we can be of further assistance, please contact me at 651-430-6768 or via email at girard.goder@co.washington.mn.us or Stephanie Holt at 651-430-6678 or via email at stephanie.holt@co.washington.mn.us.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Goder", written over a light blue horizontal line.

Girard Goder
Environmental Program Supervisor

Enclosure: Agreement

Agreement for Subsurface Sewage Treatment System Inspection Services

This agreement is made and entered into, by and between the County of Washington (hereinafter referred to as the County) and City of Lake Elmo (hereinafter referred to as the City).

I. WITNESSETH

WHEREAS, the City wishes to contract with the County to perform subsurface sewage treatment system (SSTS) inspection services within the City's boundaries; and

WHEREAS, the City adopted the County's Subsurface Sewage Treatment System Regulations Ordinance #179 (Washington County Development Code Chapter 4), hereinafter SSTSRO, regulating subsurface sewage treatment systems, which applies to all areas of the City; and

WHEREAS, the County agrees to provide subsurface sewage treatment system inspection services under the terms and conditions hereinafter set forth; and

WHEREAS, this contract is authorized under Section 471.59 of the Minnesota Statutes.

NOW THEREFORE, it is mutually agreed between the County and City as follows:

II. SCOPE OF SERVICES

County's Responsibilities

1. The County agrees to provide, through its Department of Public Health and Environment, subsurface sewage treatment system inspection services for the City. The County shall provide a Qualified Employee(s), as described in Minn. Rule 7083.1010 and 7083.0020 subp 17.
2. The standards of performance, method of providing subsurface sewage treatment system inspection services, and other matters incident to the performance of services under this Agreement, including personnel to be employed, shall be determined by the County. The City shall be notified in advance of any proposed changes in standards of performance or methods of providing services.
3. The County shall provide the necessary SSTS application review and sewage system plan approval as required by laws, regulations and ordinances, provide all job site inspections of projects under permit, and conduct special inspections as deemed necessary to ensure compliance with the SSTSRO. Services shall include clerical support incidental to the performance of this agreement.

4. The County shall provide and issue all sewage permits as required by the SSTSRO, existing laws or regulations and shall maintain records of all such permits. If the City requests a copy of a granted permit, the County shall provide a copy to the City within 5 (five) working days.
5. The County shall send a copy of the County's issuance of a certificate of compliance of the sewage system's completion to the City within 10 (ten) working days of the County granting the certificate.
6. In the event of a violation or threatened violation of the SSTSRO or sewage permit the County may pursue the administrative issuance of stop work orders on the installation of the septic system, and/or issue corrective orders, and/or issue notices of non-compliance.
7. The County shall advise the City if a misdemeanor citation is warranted for any violation of a sewage permit or SSTSRO.
8. The County may request appropriate actions or proceedings be brought by the City, to prevent, restrain, correct or abate violations or threatened violations of a sewage permit or SSTSRO.
9. The County will cooperate with the City's officials and/or employees in fulfilling its obligations under this Agreement.

City's Responsibilities:

1. In areas not served by municipal sewer, the City shall not issue a building permit for new dwelling construction and/or for the addition of bedrooms until the County has issued a sewage permit for the new construction and/or addition of bedrooms.
2. The City shall act on all applications for special permits and SSTSRO variance requests.
3. Upon request from the County the City shall issue a stop work order on projects commencing construction prior to the issuance of a sewage permit.
4. The City is responsible for commencing appropriate actions or proceedings to prevent, restrain, correct or abate violations or threatened violations of a sewage permit or SSTSRO and shall represent the County during appeals of the administrative remedies issued by the County.
5. The City may issue misdemeanor citations for violations of the SSTSRO or sewage permit.
6. The City shall not issue a certificate of occupancy for new construction or the addition of bedrooms prior to receipt of the County's certificate of compliance.

7. The City, and its agents and employees, will cooperate and assist the County in the performance of this Agreement.
8. In the event of County SSTS Ordinance revision, the City may adopt a revised SSTS Ordinance which is consistent with or more restrictive than the County's revised SSTS Ordinance no more than 12 (twelve) months after the County revised SSTS Ordinance has been adopted.

III. SCHEDULE OF FEES AND CHARGES

1. The County shall establish the schedule of fees for its subsurface sewage treatment system inspection services. The septic permit application and installation fees shall be in accordance with the fee schedule adopted annually by the Washington County Board of Commissioners. The County shall collect, receipt for, disburse, and maintain records for all fees and charges collected incident to the administration of subsurface sewage treatment system inspection and permit services contained herein.
 1. Fees and charges shall be due and payable by the applicant upon issuance of the permit and will be collected by the County from the applicant for said permit.
 2. The City agrees that in payment for the subsurface sewage treatment system inspection and permit services provided by the County that the County shall retain, out of the fees and charges collected incident to this service, an amount equal to one hundred percent (100%) of all SSTS permit fees.
 3. The City shall not assume any liability for the direct payment of any salary, wage, or other compensation to any County employee performing subsurface sewage treatment system inspection services pursuant to this agreement.

IV. GENERAL TERMS AND CONDITIONS

Data Privacy

1. All data collected, created, received, maintained or disseminated for any purposes by the activities of the County because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) where it applies. The City and County agree to abide by these statutes, rules and regulations and as they may be amended.

Indemnity Clause

2. The City agrees that it will indemnify and hold harmless the County, its officers and employees, against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the City's negligent performance or failure to adequately perform its obligations pursuant to this Agreement.

The County agrees that it will indemnify and hold harmless the City, its officers and employees, against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the County's negligent performance or failure to adequately perform its obligations pursuant to this Agreement.

Insurance

3. The City further agrees that in order to protect itself, as well as the County, under the indemnifications provisions set forth above that it shall at all times during the terms of this Agreement, provide maximum tort liability limits as set forth in Minnesota Statute, Sections 3.736 and 466.04. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

The County further agrees that in order to protect itself, as well as the City, under the indemnifications provisions set forth above that it shall at all times during the terms of this Agreement, provide maximum tort liability limits as set forth in Minnesota Statute, Section 466.04. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Records – Availability and Retention

4. Pursuant to Minnesota Statute 16C.05, Subd 5., the County/City agrees that the County/City, 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, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the County/City and involve transactions relating to this agreement. The County/City agrees to maintain these records for a period of six years from the date of termination of this Agreement and make available as requested.

Nondiscrimination

4. The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein, and

shall be part of any Agreement entered into by the parties with any contractor, subcontractor, or material suppliers.

Merger and Modification

6. It is understood and agreed that the entire Agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

Severability

7. Every section, provision or part of this Agreement is declared severable from every other section, provision or part thereof to the extent that if any sections, provision or part of this Agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

V. TERM AND EFFECTIVE DATE

1. The effective date of this agreement shall be January 1, 2015, notwithstanding the date of the signatures below.
2. This agreement shall run until December 31, 2016, at which time it will automatically terminate unless it is renewed by official action of both the City and the County prior to the termination date. Notice of either the City's intent or the County's intent not to renew the agreement should be given to the other party ninety (90) days in advance of the December 31, 2016, termination date.

IN WITNESS WHEREOF, the City has caused this agreement to be signed by its Mayor and attested to by its Clerk, and the County of Washington, by order of its Board of County Commissioners, has caused this Agreement to be signed by its Board Chair and attested to by its County Administrator.

City of Lake Elmo, Minnesota

Washington County, Minnesota

By: _____
Mayor

By: _____
Chair, Board of Commissioners


Date: _____

Date: _____

By: _____
City Clerk

By: _____
County Administrator

Approved as to Form:



Assistant Washington County Attorney

