

# Handout 5A

## CONTRACT FOR INDEPENDENT SUBSURFACE SEWAGE TREATMENT SYSTEM INSPECTOR CONTRACTOR

This contract, dated April 27, 2021 is made between the following parties:

County of Aitkin  
307 2<sup>nd</sup> St NW Rm 219  
Aitkin, MN 56431

And

Downunder Inspections, LLC (Bryan Hargrave) (Independent  
Contractor Located At : 12604 Co. Rd. 118, 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 Individual Sewage Treatment System inspection form (or other form approved by the Environmental Services Director) in its entirety. Final inspection shall be when the tank(s) are covered, and if applicable, the drainfield is covered with black dirt and seeded or sod layed. 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 arising 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 April 19, 2021 and run until November 5, 2021. 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 \$375.00 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 April 27, 2021

BY \_\_\_\_\_  
BOARD CHAIRPERSON

DATE April 27, 2021

BY \_\_\_\_\_  
ENVIRONMENTAL SERVICES  
DIRECTOR

DATE April 27, 2021

BY \_\_\_\_\_  
INDEPENDENT CONTRACTOR



## **ZONING TECHNICIAN (OFFICE SUPPORT/INSPECTOR) 3rd draft**

**Department** Zoning and Environmental Services Office  
**Grade** Grade 6 (this job is a combination of Gr 6 Zoning Officer and Gr 5 Office Assistant V)  
**Reports to** Zoning and Environmental Services Director  
**FLSA Status** Non-Exempt  
**Union Status** AFSCME Courthouse Unit

### **Final Appointing Authority**

This position shall not be filled until final approval of the County Administrator. All offers of employment are made in writing by the Human Resources Department.

### **Job Summary**

To perform technical and inspection work as it relates to the objectives of the Planning/Zoning Department; and is responsible for the administrative enforcement of the county and state ordinances and other functions as required by the Environmental Services/Planning and Zoning Department.

To complete paperwork related to planning and zoning, keep records of transactions, and provide customer service to citizens requiring information and permits.

### **Supervision Received**

Employees working in this job class work under general supervision and usually receive some instruction with respect to details of most assignments, but are free to develop their own work sequences within established procedures, methods, and policies. They are often physically removed from their supervisor and are only subject to periodic supervisory checks.

### **Supervision Exercised**

No formal supervisory authority.

### **Essential Functions**

This position description is not intended to be all-inclusive. Employee may perform other essential and nonessential functions as assigned or apparent to meet the ongoing needs of the department and organization. Regular attendance and punctuality are essential requirements of this position.

1. Receives, issues or rejects permits for land use and zoning purposes. Answers questions from the general public relating to issuing permits and rules and regulations of Aitkin County ordinances. Performs inspections of individual sewage treatment systems and reviews related soil and design information for permit compliance with Aitkin County SSTS Ordinance. Reviews and inspects subdivisions/plats, variances, conditional use permits, land use permits, and re-zonings. Examines and inspects all facilities and sites presently within the scope and jurisdiction of the Aitkin County Environmental Services Department for compliance with goals, plans and objectives of said department. Receives payment and issues receipts for permits. Records and documents all findings of fact and transmits the necessary reports to the appropriate department or agency.



## ***Position Description***

2. Responds and investigates complaints of potential violations of local and state rules and regulations from the public and related state and local agencies. Resolves complaints and violations through compliance and restoration, and if unsuccessful, issues citations and follows through with court/legal proceedings.
3. Consults with local officials and the general public to explain and interpret zoning ordinances, environmental protection regulations, and construction requirements.
4. Provides consultative services relative to Planning and Zoning, Environmental Health, and Solid Waste problems, representing the department favorably in public by handling potentially sensitive complaints, inquiries, and emergencies.
5. Assist with Environmental Health operations as needed, which may include conducting water testing, as well as various tasks associated with Food, Beverage, and Lodging (FBL) owners and businesses located throughout Aitkin County.
6. Performs office assistant functions as assigned which may include, but not be limited to, file maintenance, scanning, preparing agenda packets, notices, publications, taking minutes, typing correspondence, billing, processing mail, data entry, research, special projects, grant and report assistance, conference registrations, and other office related functions.
7. Attends seminars and workshops as needed to keep informed and up-to-date on state regulation and rule changes as it pertains to planning and zoning, environmental health, groundwater protection, surface water protection, solid waste, hazardous waste, wetland conservation, shoreland management and well program.
8. Coordinates with the Wetland Specialist on potential wetland issues, as well as determining Ordinary High Water Level of lakes and rivers.
- Performs other work-related duties as assigned/required.

### **Minimum Qualifications**

Requires an Associate's degree or equivalent from a two-year college or technical school in Planning, Natural Science, or a related field, plus two (2) or more years related experience and/or training; or an equivalent combination of education and experience sufficient to perform the essential functions of the position.

Must possess, or obtain within two (2) years of hire, a Certified ISTS Inspector license issued by the Minnesota Pollution Control Agency.

Valid Minnesota driver's license required. Employment reference checks, pre-employment physical, and a criminal background check will be performed as part of the pre-employment process.

Must be willing to work flexible hours when necessary, including occasional evenings for meetings and occasional weekends.

### **Knowledge, Skills, and Abilities Required**

Knowledge of:

1. County and departmental policies, procedures, and practices.



## ***Position Description***

2. Federal, State, and local laws, rules, and regulations relevant to the work performed in this position, including land use, zoning, wetland, solid waste, and pollution control.
3. Soils sufficient to interpret groundwater levels based on color and texture, and ability to interpret soil absorption based on soil texture.
4. Survey techniques, transits and levels to determine contour and slope ratios for onsite sewage treatment systems, and collect preliminary information for reports, design, and construction layouts.
5. Business English, spelling, grammar and punctuation.
6. Basic math and accounting skills sufficient to track expenses and revenues.
7. Modern office procedures, practices and equipment.

### **Skill in:**

1. Public relations, communication, and interpersonal skills as applied to interaction with coworkers, supervisors, the general public, etc. sufficient to exchange or convey information and to receive work direction.
2. Typing skill sufficient to complete 30 net words per minute without errors.
3. Reading, writing, and speaking English proficiently.
4. Organizing and prioritizing work.
5. Computer skills sufficient to efficiently retrieve and update information.

### **Ability to:**

1. Present a positive attitude in the workplace, promote a spirit of teamwork and cooperation, and be able to treat others with respect, honesty, and consideration.
2. Demonstrate a high degree of self-motivation and the ability to work independently.
3. Read and interpret plans, specifications, and blue prints sufficient to compare them with construction in progress and construction regulations.
4. Exercise independent judgment, initiative, and discretion in operating methods and procedures.
5. Interpret and enforce regulation with tact, firmness, and impartiality.
6. Establish and maintain effective working relations with county personnel, local officials, state and federal agencies, the community and the general public.
7. Negotiate and resolve disputed issues and deal with difficult and irate people in a tactful manner.
8. Deal with the public on a daily basis in a pleasant and polite and tactful manner.
9. Conduct thorough investigative work from start to finish and to accomplish assignments under stress at times and time restrictions.
10. Read, understand, and locate properties by legal description.

### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.



## ***Position Description***

Ability to calculate proportions, percentages, area, circumference, and volume. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

### **Reasoning Skills**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

### **Computer Skills**

To perform this job successfully, an individual should be proficient at using the following software.

County Payroll Software, E-time, Webfusion, Microsoft Word, Excel, Outlook, PowerPoint, and other job-related software.

### **Ability to Travel**

Daily travel required for site inspections in Aitkin County. Occasional travel required for trainings and meetings out of Aitkin County.

### **Competencies**

To perform the job successfully, an individual should consistently demonstrate the following competencies (definitions attached or available upon request):

Ethics, attendance/punctuality, safety and security, dependability, analytical, design, problem solving, project management, technical skills, customer service, interpersonal skills, oral communication, written communication, teamwork, leadership, quality management, cost consciousness, diversity, organizational support, judgment, motivation, planning/organizing, professionalism, quality, quantity, adaptability, and initiative.

### **Work Environment**

Outdoor work is performed for the majority of the day. The employee is required to operate office equipment, lift and transport light equipment including but not limited to, auger, probes, levers, transit, sewer manhole covers that may involve lifting up to 50 pounds, climbing, bending stooping, reaching, and also may involve dust and extreme temperatures. Outdoor work will include visiting construction sites, inspecting onsite sewage treatment systems, and investigating complaints. Outdoor work conditions will frequently be in proximity to wood ticks, mosquitoes, flies, bees and other insects, inclement weather, domestic and wild animals.

Indoor work will be performed in an office setting using various office machinery and equipment, assisting the public at the counter, processing and writing reports. Indoor work will involve sitting in front of a computer for prolonged periods of time, and getting up and down to greet the public.



## **Position Description**

### **Equipment and Tools**

Computer, copier, fax, telephone, printer, shredder, hand tools, surveying equipment, laser levels, measuring and metering devices, county-owned vehicles, and personal vehicle (requires proof of insurance on file).

### **Physical Activities/Requirements**

Climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, carrying, use of fingers, grasping, talking, hearing, seeing, and repetitive motions. Must have the ability to lift and/or carry up to 50 pounds.

While performing the duties of this job, the employee performs medium to heavy work, exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Working safely is a condition of employment. Aitkin County is a drug-free workplace.

### **Disclaimer**

The above statements are intended to describe the general nature and level of the work being performed by employees assigned to this job classification. This is not an exhaustive list of all duties and responsibilities. Aitkin County reserves the right to amend and change responsibilities to meet organizational needs as necessary. This job description does not constitute an employment agreement between the employer and employee.

### **Reasonable Accommodation Notice**

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

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***Our Vision:*** *We strive to be a county of safe, vibrant communities that place value on good stewardship of local resources.*

***Our Mission:*** *Aitkin County's mission is to provide outstanding service in a fiscally responsible manner through innovation and collaboration with respect for all.*

***Our Core Values:*** *Collaboration, Innovation, Integrity, People-Focused, Professionalism*

# Aitkin County Board of Commissioners Board Meeting Attendance Record

Date: April 27, 2021

Name	Please check the boxes that apply.		
	Aitkin County Citizen	Aitkin County Employee	Company Representative -- please list.
MARK JEFFERSON	✓		GROWTH INNOVATIONS/AITKIN GROWTH
Bobbi Danielson		✓	
Kirk Peysar		✓	
Cynthia Bennett		✓	
Mike Dangers		✓	
Andrew Carlstrom		✓	