

**CITY OF ARDEN HILLS
RAMSEY COUNTY
STATE OF MINNESOTA**

AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Agreement for Building Official Services (the “Agreement”) is entered into on this _____ day of _____, 2021, by and between the City of Arden Hills (the “Municipality”) and Rum River Ventures, LLC DBA Rum River Construction Consultants (the “Contractor”).

RECITALS

WHEREAS, the Municipality is in need of professional services to fulfill the needs of their building inspection services pursuant to Minn. Stat. § 326B.133; and

WHEREAS, Contractor has substantial experience as a Building Official and providing building department inspection services implementing the State Building Code and is otherwise qualified to assist the Municipality on an as needed basis for the same; and

WHEREAS, the Municipality desires to contract with Contractor to act as a Building Official and/or provide building inspection services for the Municipality; and

WHEREAS, Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out said business and the tasks as set forth in this Agreement; and

WHEREAS, Contractor is an independent contractor and may be engaged to perform the same or similar activities for other municipalities during the term of this Agreement, and that Contractor shall not work solely on behalf of Municipality.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and covenants made herein, it is agreed as follows:

I. Services. Contractor shall provide services to the Municipality on an as requested basis for the prices set forth on Exhibit A attached hereto (the “Services”). Contractor shall perform the Services in the capacity of a Certified Building Official, at the direction of the Chief Building Official and/or City Administrator, under Minn. Stat. § 326B.133, in accordance with the Minnesota State Building Code, applicable Municipality Ordinances, and applicable Minnesota law. The Municipality understands that all transportation expenses incurred in the course of performing the Services shall be the responsibility of the Contractor. Contractor reserves the right to change the prices and services offered on Exhibit A from time to time, and shall provide the Municipality 30 days written notice in advance of any such changes. Municipality agrees that in the course of performing the Services, Contractor is acting as a public official on the Municipality’s behalf.

II. Term. This Agreement shall commence on the date first written above and shall continue for a period of one year therefrom, at which time the Agreement shall automatically renew on a yearly basis until or unless terminated as specified below.

III. Performance. Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. Contractor shall maintain an adequate set of records in Municipality property files of all dates, types, and results of permits as required when inspecting permitted work. If any work is requested outside of the scope of the services set forth in Exhibit A, such work shall not commence until Contractor and the Municipality agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement.

IV. Duties and Powers of Building Official. As provided by Minnesota Administrative rules 1300.0110, the Municipality and Building Official hereby appoint Rum River Construction Consultants and its employees as Subd. 2. Deputies, and extend the Duties and Powers while providing services for the City of Arden Hills.

V. Independent Contractor. Contractor shall perform the Services as an independent contractor and agent of the Municipality, and not as an employee. No withholdings or deductions shall be made from payments due to Contractor. Contractor shall not be eligible for benefits, workers compensation, or unemployment benefits. To the extent allowable by law, Contractor may subcontract the performance of certain administrative or other duties under the Agreement.

VI. Insurance. During the entire term of this Agreement, Contractor shall maintain the following insurances and will provide the Municipality of evidence of the same upon request: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limits of at least \$1,500,000; and (3) Workers' compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. § 176.041 that exempts Contractor from having to carry such coverage. If Contractor is required by law to carry workers' compensation insurance, Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Municipality that Contractor maintains or is exempt from maintaining insurance coverage pursuant to the terms of this Agreement.

VII. Amendments. Any alterations, variations, modifications, or changes of any provisions of this Agreement shall only be valid when they have been reduced to writing and signed by Municipality and Contractor.

VIII. Regulatory Compliance. Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining

to this Agreement or to the facilities, programs, and staff for which Contractor is responsible. Contractor shall procure, at Contractor's expense, all permits, licenses, or other rights required for the provision of the Services. Any violation of federal, state, or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license, permit, or certification by Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle Municipality to terminate this Agreement effective as of the date of such violation, failure, or loss.

IX. Data Practices Compliance. Contractor will have access to data collected or maintained by the Municipality to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Municipality in the same manner as the Municipality is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Municipality. Upon termination of this Agreement, Contractor agrees to return all data pertaining to Municipality business within 30 days of Agreement termination.

X. Termination. Either party may terminate this Agreement by providing written notice to the other party 60 days prior to the termination. In the event of a material breach by either party, the Agreement may be terminated with 10 days written notice to the other party. In the event Municipality elects to terminate based upon an alleged material breach of the Agreement by Contractor, Contractor shall have 10 days (or the least amount of time reasonably necessary if longer than 10 days) to cure the breach.

XI. Billing and Payment. Invoices shall be submitted periodically (customarily on a monthly basis) and are due and payable within 30 days of receipt by Municipality. Past due balances shall accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

XII. Choice of Law and Venue. This Agreement is being executed in and is intended to be performed in the State of Minnesota, and shall be construed and enforced in accordance with Minnesota law. The parties hereto consent and agree that any legal action arising from or related to the Agreement shall be venued in Anoka County District Court, State of Minnesota.

XIII. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

XIV. Merger. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them, and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions between them.

XV. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same

instrument. For purposes of this Agreement, the use of facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement, both in duplicate, on the day and year first above written.

MUNICIPALITY

By: _____

Its: _____

Second Signature (if required by Municipality)

By: _____

Its: _____

CONTRACTOR

By: _____

Its: _____

Exhibit A
Services

- **Building Inspection Services and Additional Requested Work.**
 - On-call and as needed general building inspection services during normal business hours will be billed at a rate of \$95.00 per hour at the direction of the Chief Building Official and/or City Administrator. These services are applicable to needed inspections associated with projects where the plan review is already completed, permit issued and the project is underway.
 - Services required to conduct plan review and all required inspections associated with a particular project will be charged 70% Plan Review fees and 70% Permit fees due to the contractor.

- **Minimum Permit Fee.** A minimum fee of \$50.00 shall be payable to Contractor for a permit of any type where Contractor involvement is required.

- **Transportation Costs.** Contractor will provide transportation to meetings and site inspections within the Municipality at no additional cost.

- **After Hours of Work.** Inspections and/or other meetings requested outside of normal business hours, M-F 8:00 am to 4:30 pm, will be billed at \$120.00 per hour with a 3-hour minimum. These terms can be applied to emergency disaster response and the evaluation of buildings after natural or manmade disasters.