

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**ANOKA COUNTY**  
**AND**  
**THE CITY OF RAMSEY**

THIS AGREEMENT is entered between **Anoka County (County)**, 2100 Third Avenue, Anoka, MN 55303-5041, and **the City of Ramsey, (City)**, 7500 Sunwood Drive NW, Ramsey, MN 55303.

**RECITALS:**

- (1) Anoka County Public Health and Environmental Services Department has qualified staff to review Subsurface Sewage Treatment System (SSTS) permit applications within Anoka County according to Minn. Rules Chap. 7082.
- (2) The City of Ramsey has in place a state approved septic ordinance and procedure for the submission and review of septic permit applications.
- (3) The City of Ramsey currently has a vacancy for the position of Septic System Inspector and needs temporary assistance of a State certified septic inspector.
- (4) Anoka County has staff available to perform this function and is willing to assist the City of Ramsey on the conditions outlined herein.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this agreement, Anoka County and the City of Ramsey agree as follows:

**1. TERM**

- 1.1 This Agreement begins on February 20, 2019 regardless of the date of signatures and ends on June 30, 2019, unless earlier terminated upon a 30-day written notice, by either party, with or without cause.

**2. SERVICES**

- 2.1 The County agrees to review all septic permit applications received by the City of Ramsey during the term of this Agreement. Review will be provided by a State certified SSTS inspector.
  - 2.1.1 The City shall forward the SSTS application and all supporting documents to the County within 7 days of receipt of the application.
  - 2.1.2 The review will be completed within sixty (60) days from the City's receipt of the application.
- 2.2 The County and City shall perform their permitting duties in accordance with Minnesota Rules Chapter 7083 and the City of Ramsey Ordinance #14-03, an ordinance amending City Code Chapter 117, Article II, Individual Sewage Treatment Systems, and any amendments thereto.

**3. COST**

- 3.1 The City agrees to reimburse the County for the cost of performing the review at the rate of \$75.00 per hour, consistent with the Anoka County Fee Schedule, Environmental Review, Record Review & Special Reports, with a 30-minute minimum per application.

- 3.2 The County will submit monthly invoices to the City based on actual expenses for services provided during that calendar month.
- 3.3 Program invoices will be submitted monthly no later than the 30<sup>th</sup> day of the following month the services were provided.
- 3.4 Within 30 days after receiving a properly completed invoice, the City will pay the County.
  - 3.4.1 If the City receives an improperly completed invoice, the City will notify the County within 5 days and the County will submit a corrected invoice promptly.
- 3.5 The County will submit the invoices to City of Ramsey, 7500 Sunwood Drive NW, Ramsey, MN 55303.
- 3.6 The City will remit payment to Anoka County Public Health & Environmental Services Department, 2100 Third Avenue, STE 600, Anoka, MN 55303-5041.

**4. AUDIT AND RECORDS RETENTION**

- 4.1 The County agrees that its records, documents, accounting procedures and practices, and other papers relevant to this agreement are subject to examination, duplication, transcription, and audit by the City, Legislative or State Auditor under Minn. Stat. § 16B.06, subd. 4.
- 5.2 The County agrees to maintain required records for at least 6 years after it receives final payment, or this Agreement terminates, whichever is later.

**5. INDEMNIFICATION**

- 5.1 To the extent allowed by law, the City agrees to hold harmless, indemnify, and defend Anoka County, its commissioners, officers, agents, and employees against all claims, expenses, (including attorney’s fees), losses, damages, or lawsuits for damages, arising from or related to performing or failing to perform activities under this agreement, including but not limited to the negligence of the City.
- 5.2 Section 5. INDEMNIFICATION provisions do not independently create liability as to any third party.
- 5.3 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

**6. INSURANCE**

- 6.1 The City agrees that, at all times during this Agreement to protect itself as well as Anoka County under Section 5. INDEMNIFICATION, it will have and keep in force sufficient insurance.

**7. MODIFICATIONS**

- 7.1 To alter, modify, or amend this agreement, the parties must agree in writing signed by their authorized representative(s).
  - 7.1.1 An interpretation that is not viewed as material by the parties does not require signatures.

**8. NOTICE**

- 8.1 Notice is to be given in writing, directed to the City Administrator or to the Public Health & Environmental Services Director, at the address stated above, and either sent by mail or delivered in person.
- 8.2 When notice is served by mail, it is deemed received 3 days after mailing.

**9. ENTIRE AGREEMENT**

- 9.1 The parties' entire agreement is contained in this document.
- 9.2 This Agreement supersedes all oral agreements and negotiations by the parties relating to its subject matter.
- 9.3 All items referred to in this agreement are incorporated or attached and deemed to be part of the agreement.

The City of Ramsey having signed this agreement, and the proper County officials having signed this agreement, the parties agree to be bound by its provisions.

**ANOKA COUNTY**

**City of Ramsey**

By: \_\_\_\_\_  
 Jonelle Hubbard, Director  
 Public Health & Environmental Services

By: \_\_\_\_\_  
 Print Name: John LeTourneau

Title: Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: Kurt Ulrich

Title: City Administrator

Dated: \_\_\_\_\_