

**CITY OF RAMSEY  
ANOKA COUNTY  
STATE OF MINNESOTA**

**AGREEMENT FOR BUILDING OFFICIAL SERVICES**

This Agreement for Building Official Services (“Agreement”) is entered into on this \_\_\_ day of October, 2024, by and between the City of Ramsey, a Minnesota municipality, 7550 Sunwood Dr. NW, Ramsey, Minnesota 55303 (“Jurisdiction”) and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23306 Cree Street NW, Suite 103, St. Francis, Minnesota 55070 (“Contractor”). The Jurisdiction and the Contractor may hereinafter be referred to separately as a “party” or collectively as the “parties.”

**RECITALS**

**WHEREAS**, the Jurisdiction needs professional services to fulfill the needs of their building inspection services pursuant to Minn. Stat. § 326B.133; and

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

**WHEREAS**, the Jurisdiction desires to contract with the Contractor to provide Building Official consultation and to provide building inspection services for the Jurisdiction; and

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

**WHEREAS**, the 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 the Contractor shall not work solely on behalf of the Jurisdiction.

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

1. **Services.** The Contractor shall provide services to the Jurisdiction on an as requested basis beginning on the **9th day of October 2024** for the prices set forth on Exhibit A attached hereto (the “Services”). The Contractor shall perform the Services in the capacity of a Certified Building Official, at the direction of the Community Development Director and/or City Administrator, under Minn. Stat. §326B.133, in accordance with the Minnesota State Building Code, applicable Jurisdiction Ordinances, and applicable Minnesota law. The Jurisdiction understands that all transportation expenses incurred while performing the Services shall be the responsibility of the Contractor. The Contractor reserves the right to change the prices and services offered in Exhibit A. The Contractor shall provide the Jurisdiction sixty (60) days written notice in advance of any such proposed changes.

The Jurisdiction agrees that while performing the Services, the Contractor is acting as a public official on the Jurisdiction's behalf.

2. **Term.** This Agreement shall commence on the date first written above and be renewed automatically each calendar year (collectively referred to herein as the "Term") on January 1, unless otherwise terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.

3. **Performance.** The Contractor shall complete the performance of building inspection services in accord with the conditions described in this Agreement. If any additional work outside the scope of building inspection services is contemplated, the Jurisdiction and the Contractor will mutually agree to the parameters of the additional work and anticipated costs as well as timeframe for completion. The 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. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. If any work is requested outside of the scope of the Services set forth in Exhibit A, such work shall not commence until the Contractor and the Jurisdiction 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.

4. **Indemnification, Hold Harmless, and Defend.** Any claims that arise against the Contractor, its agents, servants, or employees as a consequence of any act of malice and without good faith on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including reasonable attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act of malice and without good faith of the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the Jurisdiction in writing of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code.

Nothing in this Agreement shall constitute a waiver by the Jurisdiction or the Contractor of any statutory limits or immunities from liability, including but not limited to MN Rules 1300.0110, Subpart 9, and Minnesota Statute §466.04.

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

6. **Insurance.** During the Term of this Agreement, the Contractor shall maintain the following and will provide the Jurisdiction with 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 limit of at least \$1,500,000; and (3) Workers' compensation insurance. If the Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, the Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts the Contractor from having to carry such coverage. If the Contractor is required by law to carry workers' compensation insurance, the Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Jurisdiction that the Contractor maintains insurance coverage pursuant to the terms of this Agreement. Jurisdiction shall be named as an additional insured on the commercial general liability insurance policy, providing proof of the same to Jurisdiction upon request.

7. **Warranty of Workmanship and Timely Completion.** The Contractor warrants that all work completed for and within the Jurisdiction shall be done in a workmanlike and timely manner in accordance with applicable industry standards. If the Jurisdiction receives complaints or comments regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

8. **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 the Jurisdiction and the Contractor.

9. **Regulatory Compliance.** The 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 the Contractor is responsible. The Contractor shall procure, at the Contractor's expense, all 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 the Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle the Jurisdiction to terminate this Agreement effective as of the date of such violation, failure, or loss.

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

11. **Termination.** In the event of a material breach by either party, the Agreement may be terminated with ten (10) days written notice to the other party. If the Jurisdiction elects to terminate

based upon an alleged material breach of the Agreement by the Contractor, the Contractor shall have ten (10) days (or the least amount of time reasonably necessary if longer than ten days) to cure the breach.

12. **Billing and Payment.** Invoices shall be submitted periodically (customarily monthly) and are due and payable within thirty-five (35) days of receipt by the Jurisdiction. Past due balances may accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

13. **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 in Anoka County District Court, State of Minnesota.

14. **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.

15. **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.

16. **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 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.

## **JURISDICTION**

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Mark E. Kuzma, Mayor

ATTEST:

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Brian Hagen, City Administrator

**CONTRACTOR**

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Andy J. Schreder, Chief Building Official & Owner

## **Exhibit A Services**

**Building Official Consultation.** The Contractor will provide consultation services for the City of Ramsey's, Minnesota Department of Labor and Industry State Designated Building Official at a rate of \$95.00 per hour, billed in thirty (30) minute increments. It is the responsibility of the Jurisdiction to schedule meetings as-needed with the Contractor for Building Official Consultation Services. These meetings will take place virtually or at the Contractor's business location in St. Francis, Minnesota.

**Project Specific Services.** Administration services required to conduct plan review, and/or all required inspections associated with a particular project will be charged 75% plan review fees as adopted by the Jurisdiction ("Plan Review Fees") and 75% of the permit fee as calculated by the Jurisdiction's current fee schedule ("Permit Fee").

1. The Contractor will submit invoices for Plan Review and Permit Fees following the issuance of the permit.
2. All projects for which the Contractor has been paid will be the responsibility of the Contractor for all site inspections and documentation required until the completion of the work and satisfactory inspections so long as the permit is valid.
3. The Contractor will be responsible for all mechanical and plumbing plan review and inspections for the Skyline Apartment project through the completion of the new construction building.

**Building Department Services.** General building department services for the arrangement identified below will be billed at a rate of \$95.00 per hour. In the event that an assigned inspector is unavailable to perform the scheduled inspection hours do to unforeseen circumstances, scheduling by the Contractor or approved governmental holidays, the Jurisdiction shall not be obligated to pay for those unfulfilled hours.

For the remainder of 2024, the Jurisdiction guarantees the payment of:

1. The Contractor will provide two (2) full-time field inspectors from 8:00 am - 4:30 pm Monday through Friday beginning October 9, 2024 through December 31, 2024 which will be billed at a rate of \$95.00 per hour, per field inspector.

Beginning January 1, 2025, the Jurisdiction guarantees the payment of a minimum amount of inspection hours. These hours are subject to a 60-day notice of schedule change by the Jurisdiction. The following is an anticipated need for services from the Contractor.

2. The Contractor will provide one (1) part-time field inspector from 8:00 am - 2:30 pm Monday through Thursday beginning January 1, 2025 through April 30, 2025 which will be billed at a rate of \$95.00 per hour.

1. The Contractor will provide one (1) full-time field inspector from 8:00 am - 4:30 pm Monday through Friday beginning May 1, 2025 through October 31, 2025 which will be billed at a rate of \$95.00 per hour.

**Building Plan Review Services.** The Contractor may review building construction plans, as requested, outside the Building Department Services arrangement identified above at a rate of 75% of the Plan Review Fees as adopted by the Jurisdiction.

**Emergency Response Services.** If requested to respond to emergency situations outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm) to evaluate building integrity and allowances to reoccupy at an hourly rate of \$125.00 will be charged, with a 2-hour minimum.

**Plumbing Plan Review Services.** The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in the Minnesota State Plumbing Code 4714.0203 for plumbing plan review for commercial construction and remodel work as found in Minnesota Rules 1300.0215, Subp. 6 and Minnesota Statute 326B.43, Subp. 2. The Contractor is authorized to bill the jurisdiction 85% of plumbing plan review fees as calculated by the Jurisdiction’s current fee schedule.

**Transportation Costs.** The Contractor shall provide transportation to meetings and site inspections within the Jurisdiction at no additional cost in situations where the Contractor has received a percentage of the permit fee. When projects are billed at an hourly rate, transportation costs will include travel time to the various inspection(s) while within the jurisdiction limits.

**Septic Systems.** The Contractor shall provide through December 31, 2025, system design review and inspection services for Type I, II, & III residential and commercial septic systems and is authorized to bill the jurisdiction 75% of the permit fee, with a minimum of a \$200 fee, as calculated by the Jurisdiction’s current fee schedule. Beginning January 1, 2026, the Contractor may continue, at the direction of the City Administrator or Community Development Director, review and inspections services as identified above.

**State Delegation.** The Contractor may provide Plan review for Public Buildings and State Licensed Facilities per MN Statute 326B.103 at a rate of 80% of the plan review fees as calculated by the Jurisdiction’s current fee schedule. If the Contractor is engaged to perform the site inspections for this type of project, the Contractor is authorized to bill the jurisdiction 80% of the Permit Fee as calculated by the Jurisdiction’s current fee schedule, with a minimum fee of \$300.00.

The Contractor may provide Fire Sprinkler/Alarm plan review and other Fire inspection services for Public Buildings and State Licensed Facilities at a rate of 80% of plan review fees as calculated by the Jurisdiction’s current fee schedule. If the Contractor is engaged to perform the site inspections for this type of project, the Contractor is authorized to bill the jurisdiction 80% of the Permit Fee as calculated by the Jurisdiction’s current fee schedule, with a minimum fee of \$300.00.

The Contractor may provide Mechanical Plan Review and Inspections for Public Buildings and State Licensed Facilities at a rate of 80% of the plan review as calculated by the Jurisdiction’s current fee schedule. If the Contractor is engaged to perform the site inspections for this type of project, the Contractor is authorized to bill the jurisdiction 80% of the Permit Fee as calculated by the

Jurisdiction's current fee schedule, with a minimum fee of \$300.00.

**Other Services Not Identified.** If the Contractor is requested for a service not identified in "Exhibit A", the rate charged is \$95.00 per hour.