

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is entered into this 6<sup>th</sup> day of May 2025, by and between the Town of Alpine, a Wyoming municipal corporation (hereinafter "Town"), and Dee J. Rammell an independent contractor (hereinafter "Contractor"), for services in connection with the Town of Alpine's residential and commercial building inspections.

### **RECITALS**

WHEREAS, the Town desires to engage the services of an independent contractor to conduct residential and commercial building inspections within the Town of Alpine; and

WHEREAS, the Contractor is duly qualified and willing to perform such services as an independent contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

#### **1. Scope of Services**

- a) The Contractor shall perform all necessary residential and commercial building inspections for the Town of Alpine as required by applicable laws, ordinances, and regulations.
- b) The Contractor shall be responsible for arranging and scheduling inspections directly with the building permit holder or owner of the construction project.
- c) The Contractor shall provide all necessary tools, equipment, and resources required to conduct the inspections.

#### **2. Independent Contractor Relationship**

- a) The Contractor shall perform services as an independent contractor and not as an employee of the Town.
- b) The Contractor shall be solely responsible for the payment of all taxes, including federal and state income taxes, self-employment taxes, and any other taxes related to the Contractor's services under this Agreement.

- c) The Contractor shall not be entitled to any benefits, insurance, retirement, or other employment-related benefits from the Town.

### **3. Insurance Requirements**

- a) The Contractor agrees to procure and maintain liability and errors and omissions insurance, naming the Town of Alpine as an additional insured, with policy limits of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- b) Proof of insurance shall be provided to the Town prior to the commencement of services and shall be maintained throughout the term of this Agreement.

### **4. Compensation**

- a) Payment terms for the Contractor's services shall be determined separately and specified in addendum A of this agreement.
- b) The Contractor shall submit invoices to the Town, and payment shall be made within thirty (30) days of the date of the inspection or re-inspection, as applicable.

### **5. Term and Renewal**

- a) The initial term of this Agreement shall continue through December 31, 2025.
- b) After the initial term, the Agreement may be renewed for successive one (1) year terms upon thirty (30) days' written notice by the Town to the Contractor.
- c) If neither party provides notice of non-renewal, the Agreement shall automatically renew for successive one (1) year terms under the same conditions.

### **6. Indemnification**

- a) The Contractor agrees to indemnify, defend, and hold harmless the Town of Alpine, its officers, agents, and employees from any and all claims, damages,

liabilities, or expenses arising from the Contractor's failure to perform inspections properly or any negligent acts or omissions.

**7. Termination**

- a) The Town reserves the right to terminate this Agreement at any time, with or without notice, for any reason or no reason at all.
- b) Upon termination, the Contractor shall submit any outstanding invoices for completed inspections for payment in accordance with the terms of this Agreement.

**8. Attorney's fees**

- a) In the event of a dispute arising from this Agreement, or any act or omission on the part of the parties to this Agreement, or any act or omission on the part of the Contractor involving his inspection of a building or structure, each party shall be responsible for their own attorney's fees.

**9. Governing Law and Venue**

- a) This Agreement shall be governed by the laws of the State of Wyoming.
- b) Any disputes arising under this Agreement shall be resolved in the Third District Court, in and for Lincoln County, Wyoming.

**10. Entire Agreement**

- a) This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements, whether written or oral.
- b) No modification of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF ALPINE, WYOMING:

By: Eric Green

Title: Mayor

Date: May 6<sup>th</sup>, 2025

CONTRACTOR:

By: Dee J. Rammell, PE

Title: Building Official

Date:

## Addendum to Contractor Agreement

This Addendum serves to amend the existing Contractor Agreement between the Town of Alpine and the Building Official ("Contractor") by establishing terms for hourly rate billing specific to Building Official support services.

**1. Hourly Billing Rate:**

- a) \$175.00 per hour, rounded up to the nearest half-hour increment.

**2. Scope of Services:** The hourly rate outlined herein is comprehensive and covers all aspects associated with the Contractor's role as Building Official, including but not limited to:

- a) Participation in requested meetings
- b) Conducting plan reviews
- c) Performing inspections
- d) Travel time between the Contractor's office and Town locations
- e) All necessary coordination, communication, and administrative responsibilities

**3. Payment Terms:** The Town agrees to guarantee full payment to the Contractor for all billable hours accrued under this Addendum, regardless of whether fees are collected from permit applicants or if permit applications proceed to completion.

**4. Insurance Policy Adjustment Costs:**

The Town of Alpine agrees to pay an additional amount of \$705.00 to the Contractor to cover the cost incurred by Dee J. Rammell, Building Official, for adjusting insurance policy limits to no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

TOWN OF ALPINE, WYOMING:

By: Eric Green

Title: Mayor

Date: May 6<sup>th</sup>, 2025

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_