



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Justin Nielsen – Building Official

SUBJECT: Backup Building Inspection Services Agreement with the City of Belle Plaine

DATE: For the City Council Meeting of Tuesday, May 26, 2020

PURPOSE/ACTION REQUESTED

Authorization of the Backup Building Inspection Services Agreement with the City of Belle Plaine.

SUMMARY

Staff is proposing the attached Backup Building Inspections Services Agreement between the City of Le Sueur and the City of Belle Plaine. This agreement is being proposed to ensure both cities will be able to provide uninterrupted building inspection services to residents. Due to the limited staffing of the Building Inspections Department, Le Sueur has concluded that it's in the public's best interest to enter into a contract with another public entity to assist with building inspection services on an "as needed" basis. The primary use of this agreement would be for emergency circumstances or unforeseen conditions. This proposed agreement was reviewed and edited by outside legal counsel, Mike Couri

PURPOSE/ACTION REQUESTED

Staff is recommending the City Council authorize the Backup Building Inspection Services Agreement with between the City of Le Sueur and the City of Belle Plaine.

BUILDING INSPECTION SERVICES AGREEMENT

This Agreement is made as of May 26, 2020, by and between the City of Le Sueur, a Minnesota municipal corporation ("Le Sueur") and the City of Belle Plaine, a Minnesota municipal corporation ("Belle Plaine").

Recitals

- A. Le Sueur is authorized and empowered to provide for building inspection services to ensure the public health, welfare and safety;
- B. Due to the limited staffing of the Building Inspections Department, Le Sueur has concluded that the public's interest will be best served if it contracts with another public entity to assist with the provision of building inspection services on an as needed basis;
- C. Belle Plaine currently has employees performing its building inspections.
- D. Belle Plaine has determined that, in addition to providing building inspections for itself, its employees have time to provide building inspections for Le Sueur;
- E. Le Sueur has received a proposal from Belle Plaine to perform the building inspection services for Le Sueur;
- F. The parties desire to enter into an Agreement setting forth the terms by which Belle Plaine will perform the building inspection services on behalf of Le Sueur; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- 1.1 This Agreement shall become effective on June 1, 2020, or upon approval and signature of both parties, whichever date is later.
- 1.2 Belle Plaine agrees to provide building inspection services for Le Sueur as set forth in Attachment 1 to this Agreement ("Services"). All Belle Plaine employees providing Services to Le Sueur shall be certified as a building inspector in accordance with applicable laws and regulations.
- 1.3 Except as otherwise specifically set forth herein, Services shall include the duties and functions set forth in Attachment 1 to this Agreement, in compliance with local, state and federal laws, rules and regulations.

- 1.4 Under this Agreement, Le Sueur shall receive any applicable license and/or permit applications and fees. Le Sueur shall be solely responsible for collecting any applicable fees and/or charges required by existing laws, codes, and ordinances.
- 1.5 Belle Plaine, its officers, employees, and agents shall not be responsible nor have any liability for any violation of the aforementioned Minnesota statutes.
- 1.6 The Belle Plaine employees performing the Services shall not be required to attend regular Le Sueur City Council meetings but shall reasonably attempt to attend Le Sueur City Council meetings upon the request of Le Sueur.
- 1.7 Upon the request of Le Sueur, Belle Plaine shall inspect existing buildings within the City of Le Sueur. The rates set forth in Attachment 2 of this Agreement shall be applicable for these services.
- 1.8 Belle Plaine shall also have the right and responsibility to issue correction orders and citations for violations of applicable building codes for any existing building or occupancy determined by it not to be in compliance with the terms and provisions of the applicable building codes. Notwithstanding the foregoing, Belle Plaine shall confer with the Le Sueur City Administrator before issuing any such interpretations and applications of the applicable building codes that might have a significant effect on existing occupancies. Belle Plaine shall notify Le Sueur when to issue any applicable permits as required by current building code.
- 1.9 Belle Plaine shall make a written record of all inspections performed for Le Sueur. Upon completion of the requested inspection, Belle Plaine shall forward the original inspection records to Le Sueur. All such records shall be kept on file by Le Sueur pursuant to state law. All such original records shall remain the exclusive property of Le Sueur.
- 1.10 Enforcement and prosecution of any applicable building code requirements by way of judicial action for either criminal or civil sanction shall remain the exclusive responsibility of Le Sueur. Belle Plaine shall reasonably cooperate with Le Sueur in any enforcement procedures.

2. FEES

- 2.1 Le Sueur shall pay Belle Plaine according to the rates set forth in Attachment 2 to this Agreement. Hourly rates shall be charged and paid at a one hour minimum. Invoices shall be submitted monthly by Belle Plaine to Le Sueur. Belle Plaine will issue invoices for the Services on the 15th and 30th of each month, as necessary. Payments shall be due from Le Sueur within 35 days of receipt of the invoice by Le Sueur.
- 2.2 The rates set forth in Attachment 2 to this Agreement may be modified by the written approval of both the Belle Plaine City Council and the Le Sueur City Council.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Any employee assigned by Belle Plaine to perform its obligations hereunder shall remain the exclusive employee of Belle Plaine. Le Sueur shall not assume any liability for the direct payment of any salary, wage, workers compensation insurance, income tax withholding, or any other type of compensation to any Belle Plaine employee for performing any inspection or any other service performed by Belle Plaine pursuant to this Agreement.
- 3.2 Le Sueur, its officers, agents, and employees shall cooperate with and assist Belle Plaine in the orderly performance of Services to be provided for herein.
- 3.3 All inspections shall be made on forms utilized and maintained at Le Sueur city offices.
- 3.4 The books, records, documents, and accounting procedures of Belle Plaine relevant to this Agreement are subject to examination by Le Sueur and either the legislative or State Auditor as appropriate, pursuant to Minnesota Statutes.
- 3.5 This Agreement represents the entire Agreement between Le Sueur and Belle Plaine and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- 3.6 Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.
- 3.7 This Agreement may be terminated by either party at any time, for any reason, following 60 days' written notice to the other party.
- 3.8 Belle Plaine agrees to defend, indemnify and hold harmless Le Sueur, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Belle Plaine's negligent acts or omissions in the performance of its duties required under this Agreement.
- 3.9 Le Sueur agrees to defend, indemnify and hold harmless Belle Plaine, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Le Sueur's negligent acts or omissions in the performance of its duties required under this Agreement.
- 3.10 Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes Chapter 466.

3.11 It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Belle Plaine as the employees of Le Sueur for any purpose or in any manner whatsoever. Belle Plaine is to be and shall remain an independent contractor with respect to all services performed under this contract. Belle Plaine represents that it has, or will secure at its own expense, all personnel required in performing Services under this contract. Any and all personnel of Belle Plaine or other persons, while engaged in the performance of any work or Services required by Le Sueur under this contract, shall have no contractual relationship with Le Sueur and shall not be considered employees of Le Sueur, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Belle Plaine, its officers, agents contracts or employees shall in no way be the responsibility of Le Sueur; and Belle Plaine shall defend, indemnify and hold Le Sueur, its officials, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court.

3.12 All notices required by this Agreement shall be in written form and shall be deemed delivered upon its receipt by the City Administrator/Clerk/Treasurer or City Manager. Notice may be made by personal delivery, mail or facsimile.

3.13 In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

3.14 This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF LE SUEUR

By: _____ Date: _____
Its: Mayor

By: _____ Date: _____
Its: City Clerk

CITY OF BELLE PLAINE

By: _____ Date: _____
Its: Mayor

By: _____ Date: _____
Its: City Clerk

ATTACHMENT 1

Belle Plaine shall provide the following services to Le Sueur under this Agreement:

- Performs the duties and responsibilities of Building Official as required by the State Building Code.
- Reviews building permit applications and ensures that they are accurate, complete and in compliance with City codes and requirements.
- Reviews detailed and complex building plans and specifications for compliance with city and state codes and regulations; approves plans for construction or identifies areas not complying with regulatory requirements.
- Performs inspections on all classifications of buildings and structures during construction, and upon completion, for conformity with approved plans and adopted building codes.
- Issues verbal and/or written orders for correction of faulty, improper or illegal construction.
- Prepares reports of inspection results and code enforcement activities.
- Issues certificates of occupancy for buildings inspected and constructed in compliance with city and state codes.

ATTACHMENT 2

Service Hourly Rates

Le Sueur shall pay Belle Plaine \$50.00 per hour plus reimbursement for mileage at the rate as set by the Internal Revenue Service. There shall be a one hour minimum charged for each service.