

AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION SERVICES

ARTICLE 1 PURPOSE

The purpose of this agreement is to make City of Willmar building inspection personnel and other resources available to Kandiyohi County for plan review and inspection services.

DEFINITIONS

“City” means City of Willmar.

“County” means Kandiyohi County.

“Party” means a political subdivision. The following Parties include Kandiyohi County and City of Willmar.

“Personnel” means employees of the City of Willmar (employees or specialized trained individuals assigned to building code enforcement).

“Building Code Official” means the municipal building code official certified under Minnesota Statutes, section 16B65, subdivisions 2 and 3.

ARTICLE II TERMS AND SCOPE OF SERVICES

The City represents that it will provide qualified and willing personnel to perform the duties and services set forth herein.

In consideration of the mutual promises herein contained, the parties do agree as follows:

1. **TERM AND TERMINATION:** This Agreement shall expire on December 31, 2012, but shall renew automatically on the first day of each year subject to the termination clause in #15 of this agreement.
2. **WARRANTY.** The City of Willmar warrants and represents it has qualified personnel to provide the services of a Building Official to provide residential and commercial building code enforcement.
3. **VEHICLE USE.** The City of Willmar shall provide a vehicle for use by City personnel.
4. **DOCUMENTS.** All permit applications and construction related handouts to be provided by the County.
5. **COMPENSATION.** The City shall invoice on a monthly basis for services rendered and related expenses as follows:

- a. All building inspection or plan review services will be charged at an hourly rate of \$47.50 per hour for the Building Code Official and shall include travel time as necessary.
 - b. Mileage shall be reimbursed at the rate as allowed by the IRS.
 - c. Parties further agree that commencing on the effective date of this agreement and each January 1 of each year thereafter of this agreement or any extension thereof, the purchase of services fees paid by the County to the City shall be negotiated to reflect increases in operational costs. Negotiations shall be completed by March 1st and increases agreed to shall be retroactive to January 1. Any adjustments shall be added to and shall be part of the purchase of service fee theretofore provided. If the scope of work changes (hours of operation or duties) the fees may be adjusted by negotiation and mutual agreement.
 - d. Inspections to be conducted by City shall be restricted to townships adjacent to the City, insofar as practicable.
6. **PERSONNEL RESPONSIBILITY.** The City of Willmar shall initially make its personnel available for plan review and building inspection from 8am to noon on Tuesdays and Thursdays, for a maximum of 8 hours per week. Actual hours worked by City personnel will vary due to workload, demand, and availability.
7. **GOODWILL.** The City agrees that in performing any duties required under this Agreement, the Building Official will avoid any words or actions that would convey a negative image for the County. Should an event occur that violates this provision, the parties mutually agree as to the necessary action to be taken.
8. **CONFIDENTIALITY.** All parties providing services hereunder agree to abide the provisions of the Minnesota Government Data Practices Act.
9. **ASSIGNMENT.** All parties shall not transfer or assign to any party or parties any right(s), obligation(s), or claim(s) under this Agreement without prior written consent.
10. **SURVIVAL.** Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any Federal or State law, or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
11. **AMENDMENT.** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.

12. **AGREEMENT.** This Agreement, when executed, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

13. **WORKER'S COMPENSATION.** The City shall be responsible for injuries or death of its own personnel. The City will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement.

14. **LIABILITY.**

- a. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes of Chapter 466), the employees and officers of the City are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the County while providing plan review and inspection services for the County.
- b. The County agrees to defend and indemnify the City against any claims brought or actions filed against the City or any officer, employee, or volunteer of the City of any kind arising from the performance and provision of assistance in responding to a request for assistance by the County pursuant to this agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any Party.

The intent of this section is to impose on the County a limited duty to defend and indemnify the City for claims arising within the County's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

- c. No Party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this agreement.

15. **DURATION.** Either Party may withdraw from this agreement upon thirty (30) days written notice to the other Party or Parties to the agreement, with or without cause.

16. EXECUTION.

Each party has, after due consideration and upon action of their respective governing bodies, agreed to and executed this Agreement on the date indicated. This agreement shall be executed in identical co-parts, with copies provide to all parties.

Date _____

Kandiyohi County _____

By _____

Title _____

Date _____

City of Willmar _____

By _____

Title _____