

## **BUILDING INSPECTION COOPERATIVE AGREEMENT**

This agreement (hereinafter “Agreement”) made between the County of Rice (hereinafter “County”), a body corporate and politic under the laws of the State of Minnesota, the City of Northfield, a municipal corporation under the laws of the State of Minnesota (hereinafter “Northfield”).

### **RECITALS**

WHEREAS, the County Environmental Services Department’s Building Division (Division) administers the State Building Code and ensures that all construction in the unincorporated areas of the county (except Bridgewater Township) comply with proper building regulations.

WHEREAS, the Division has an appointed Building Official, issues building permits and performs field inspections, and enforces building code in the unincorporated areas of the county (excepting Bridgewater Township).

WHEREAS, the Division’s own staff will be temporarily unavailable and the Division will be in temporary need of assistance with inspections.

WHEREAS, Northfield has a Building Code Division, with a certified Building Official and qualified inspectors, that are responsible for the enforcement of the Minnesota State Building Code in the City of Northfield; and

WHEREAS, Northfield has appropriate staffing levels and are willing to temporarily perform inspections that are the responsibility of the County’s inspector; and

WHEREAS, Northfield and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and Northfield agree as follows:

**1. RECITALS.**

A. The Recitals stated above are incorporated herein by reference.

**2. PURPOSE.**

A. The purpose of this Agreement is to ensure the citizens of Rice County do not experience interruption of services as the result of the temporary unavailability of the County’s staff by entering into this Agreement with Northfield to provide the necessary service on behalf of the County for the citizens.

**3. TERM.**

A. This Agreement becomes effective upon the last date signed by the authorized

parties below and shall terminate upon written notice by the County that staff are available and able to perform inspections or until such time as terminated by any party pursuant to the terms contained herein.

#### **4. SCOPE OF SERVICES.**

##### **A. Inspections.**

- I. Northfield shall perform building inspections on behalf of the County, which may include but are not limited to inspections of footings, foundations, structural components, plumbing, heating, fireplaces and related components of residential and commercial structures, in the jurisdiction of Rice County where the Rice County Building Code Adoption Ordinance is applicable to ensure compliance with the State Building Code.
- II. All inspections shall be done to ensure compliance with the all applicable local, state, and federal statutes, rules, regulations, or ordinances, as well as the State Building Code.

##### **B. Scheduling of Inspections.**

- I. All scheduling for inspections performed on behalf of and for the County shall be through Environmental Services as if the inspection was being performed by the Division inspector.
- II. Environmental Services will schedule the inspection in consultation with the appropriate Northfield inspector, depending on the location of the inspection, to ensure appropriate coverage.
- III. Upon scheduling in consult with the appropriate inspector, that inspector shall adhere to the time and place of the scheduled inspection. Prior notice shall be given to Environmental Services if an inspector cannot make the time of the scheduled inspection.

##### **C. Enforcement.**

- I. If necessary, any enforcement shall be initiated through and be the responsibility of Environmental Services in consult with the appropriate Building Official.

##### **D. Payment**

- I. The County shall pay for inspection services at the rate of \$60.00 per hour. Time billed shall include travel to and from the place of inspection.

- a. Northfield shall not be reimbursed for any other expense, including mileage.
- II. Northfield shall submit invoices and tracking of the hours associated with each inspection performed.
- III. Upon submittal of invoice, the County shall process the invoice and issue payment within 30 days of receipt of the invoice.

**5. COOPERATION.**

- A. The County and Northfield shall cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement. The parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

**6. EMPLOYEE STATUS/STAFFING.**

- A. That at all times and for all purposes hereunder, the Northfield inspector shall remain a City of Northfield employee and shall not be an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find the Northfield inspector to be an employee of the County, and any inspector performing services under this agreement shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Rice, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- B. Northfield shall immediately notify the County in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed upon services.

**7. MUTUAL INDEMNIFICATION.**

- A. Each party shall be liable for its own acts and the acts of its employee's to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. This includes any actions which arise because of each City's inspections performed under this Agreement.
- B. It is understood and agreed that the County's and City's liability is limited by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 or other applicable law.

**8. MODIFICATIONS.**

A. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by Authorized Representatives of the County and each City.

**9. SEVERABILITY.**

A. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**10. FINAL AGREEMENT.**

A. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

**11. TERMINATION.**

A. Notwithstanding Paragraph 3.A of this Agreement, any party may terminate this Agreement, in whole or in part, with respect to the particular entity that materially fails to comply with any term of the Agreement, or if reasonable progress has not been made in accomplishing the purposes of this Agreement, with ten (10) business days written notice to the other party.

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

CITY OF NORTHFIELD

\_\_\_\_\_  
Ben Martig, City Administrator

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Dated

COUNTY OF RICE

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Sara Folsted, County Administrator

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Dated