

**JOINT POWERS AGREEMENT  
BETWEEN  
THE CITY OF DUNDAS  
AND  
THE CITY OF NORTHFIELD**

**THIS JOINT POWERS AGREEMENT** ("Agreement") is made this \_\_\_\_\_, day of \_\_\_\_\_, 2025, by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation ("Dundas") and the **CITY OF NORTHFIELD**, a Minnesota municipal corporation ("Northfield"), each one a "City" or collectively, the "Cities" for purposes of this Agreement.

**RECITALS**

- A. Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting cities; and
- B. The Cities each have adopted the Minnesota State Building Code, and are responsible for the implementation and enforcement of the same within their respective boundaries; and
- C. Northfield employs a building official to perform building official/inspection services, including those types of duties and functions customarily rendered by a building official under Minnesota law; and
- D. Dundas desires to have the Northfield Building Official provide and perform building official/inspection services for Dundas on a contract basis, and Northfield is willing to allow its Building Official to carry out such building official/inspection services for Dundas, as provided in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings set forth in this Agreement, Dundas and Northfield agree as follows:

1. **Building Official.** Upon Dundas's request, Northfield will provide a Minnesota-licensed building official ("Building Official") to carry out and perform building inspection services, as such is defined in Section 2 of this Agreement, for Dundas. Northfield states and warrants that its Building Official is a person who is duly qualified and certified to perform building inspection services pursuant to Minnesota Statutes § 326B.133.

2. **Services Provided.** The Building Official will be responsible for the administration of the State Building Code and Plumbing Code as adopted in Dundas City Code, including performing the following services (collectively, the "Building Official Services"):

- a. Review building and plumbing permit applications, and related plans;
- b. Conduct building and plumbing inspections;
- c. Issue building and plumbing permits, orders of correction, and stop work orders;
- d. Provide testimony in court or other administrative proceeding as necessary;

- e. Ensure compliance with the requirements of the State Building Code and Plumbing Code as adopted in Dundas City Code; and
- f. Attend Dundas City Council meetings as requested by the Dundas City Council or the Dundas City Administrator. Other meetings or communications with City staff regarding the above services shall occur periodically as needed.

3. **Performance and Specifications.** The Building Official shall perform all Building Official Services directly or indirectly required under this Agreement in a professional and competent manner consistent with industry standards. The Building Official shall use Northfield equipment as is necessary to provide the Building Official Services, including without limitation, a Northfield vehicle, phone, computer, as well as Northfield office space and supplies. The Building Official shall use software provided by Dundas in the performance of the Building Official Services. The City of Dundas shall receive and process all applications, plans, and other documents related to the Building Official Services, and shall coordinate all scheduling of inspections or other necessary activities related to the same.

4. **Employee Status.** The Building Official shall remain an employee of Northfield and shall not be deemed an employee of Dundas for any purpose. Northfield shall maintain liability and errors and omissions insurance on the Building Official at all times in amounts not less than the tort liability limitations set out in Minnesota Statutes, Chapter 466, and shall maintain all required workers' compensation insurance on the Building Official.

5. **Indemnification, Hold Harmless, and Defend.** Each City shall be liable for its own acts and the results of such acts to the extent provided by law and agrees to indemnify, hold harmless, and defend each other (including their officials, employees, volunteers and agents), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the City, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Notwithstanding the foregoing, Dundas shall be responsible for defending all claims related to Building Official Services provided within Dundas city limits. Each City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statutes § 471.59, subd. 1a, and that the total liability for the Cities shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes § 466.04, subd. 1(a).

- a. Each City warrants that it has purchased insurance or has a self-insurance program.
  - b. Duty to Notify. Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against it, its employees, officers, agents or subcontractors, which arises out of the Building Official Services, and should also notify the other City whenever it has a reasonable basis for believing that the City, and/or its employees, officers, agents or subcontractors, and/or the other City might become the subject of a claim, action, cause of action or litigation arising out of the Building Official Services.

c. Nothing in this Agreement shall constitute a waiver by either City of any statutory limits or immunities from liability.

d. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Cities and to permit liability claims against both Cities from a single occurrence to be defended by a single attorney.

e. All indemnification obligations shall survive termination, expiration, or cancellation of this Agreement.

6. **Payment for Building Official Services.** Dundas shall pay Northfield for the Building Official Services the lump sum amount equal to 75% of the fees collected by Dundas for permit and plan review services. Northfield shall invoice Dundas monthly for Building Official Services rendered, and Dundas shall pay the invoices within thirty (30) days of receipt of an invoice. Dundas shall provide Northfield on a monthly basis a report of all the aforementioned fees collected by Dundas in the prior services month for purposes of invoicing for services rendered. Dundas will make periodic payment to Northfield at intervals not more often than monthly at the rates specified above for services rendered in the prior month by Northfield. Dundas shall provide Northfield a monthly summary of all fees collected in the prior month of service in order for Northfield to invoice Dundas for services rendered in the prior month. If Dundas fails to timely report or make any payment due Northfield for services performed within thirty (30) days after the date of Northfield's invoice, Northfield may, after giving ten (10) days written notice to Dundas, and without waiving any claim or right against Dundas and without incurring liability whatsoever to Dundas, suspend services under this Agreement until Northfield has been paid in full all amounts due for services. Any late payments by Dundas under this Agreement shall include a late payment fee of eight percent (8%) of the applicable invoiced amount.

7. **Term and Termination.** This Agreement shall commence as of the last date on which the last City signature is affixed below (the Effective Date") and shall continue for an indefinite term, but may be terminated for any reason by either City upon 60 days written notice to the other City.

8. **Documents.** All documents relating to building inspections in Dundas, including electronic data prepared in the performance of the Building Official Services, shall be the property of Dundas and will be collected and maintained in a manner as deemed appropriate by Dundas consistent with its records retention schedule. When not using Dundas property files in the field, the Building Official shall store all files related to building and plumbing permits issued by Dundas, and other records related to the Building Official Services, at the Dundas City Hall. Dundas shall cooperate and provide full access to all data necessary for the Building Official to perform the services required under this Agreement.

9. **Minnesota Government Data Practices Act.** All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of this Agreement is governed by the Minnesota Government Data Practices Act, (Minnesota Statutes, Chapter 13 and related statutes) (the "MGDPA"), as amended; the Minnesota Rules implementing the MGDPA, as amended; and any applicable federal laws or regulations on data privacy. The person

responsible for release of all data under this Agreement shall be identified by each City. Dundas shall be responsible for responding to all data requests and claims related thereto for data associated with this Agreement.

10. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Cities and contains the entire agreement of the Cities related to Building Official Services.

11. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Cities.

12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings that result out of this Agreement, or its breach, must be in the state district court with competent jurisdiction in Rice County, Minnesota.

13. **Force Majeure.** The Cities shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, pandemic, and any act of government or military authority. In the event either City is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the City affected by force majeure shall give written notice with explanation to the other City immediately.

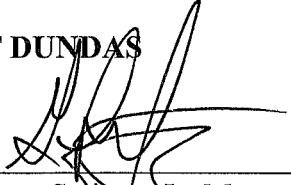
14. **No Waiver.** Any City's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that City's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving City.

15. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

16. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any City, and any undischarged obligations of the Cities arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

17. **Signatures and Execution.** Each person executing this Agreement on behalf of each City represents and warrants that such person is duly and validly authorized to do so on behalf of such City, with full right and authority to execute this Agreement and to bind such City with respect to all of its obligations included in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will

**CITY OF DUNDAS**

By:   
Glenn Switzer, Its Mayor

Date: July 14, 2025

By:   
Jenelle Feppen, Its City Administrator/Clerk

Date: July 14, 2025

**CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Erica Zweifel, Its Mayor

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

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

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