

1  
2  
3  
4  
5  
6  
7  
8

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF STACY, MINNESOTA  
AND MNSPECT, LLC**

Formatted: Numbering: Continuous

9 This Professional Services Agreement ("Agreement") is made and entered into by and between City of Stacy,  
10 Minnesota, ("Municipality") and MNSPECT, LLC a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant").  
11 Municipality and Consultant shall be jointly referred to as "Parties".

12  
13  
14  
15

RECITALS

16 WHEREAS, Municipality has adopted the Minnesota State Building Code and is seeking a consultant to  
17 perform the services listed in Exhibit A – List of Services, ("Services"); and

18 WHEREAS, Consultant is ready, willing, and able to perform Services.

19 NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged,  
20 Municipality and Consultant agree as follows:

21  
22  
23  
24

1. SCOPE OF SERVICES

25 Consultant will perform Services in accordance with codes, amendments, and ordinances adopted by the  
26 elected body of Municipality. The qualified professionals employed by Consultant will maintain current  
27 certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is  
28 not obligated to perform services beyond what is contemplated by this Agreement.

29 Consultant shall provide the Services using Community Core Solutions hardware and software package in  
30 accordance with the provisions of Exhibit C.

31  
32  
33

2. CHANGES TO SCOPE OF SERVICES

34 Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically  
35 designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually  
36 agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both  
37 Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

38  
39  
40

3. FEE STRUCTURE

41 1. In consideration of Consultant providing services, Municipality shall pay Consultant for Services  
42 performed in accordance with Exhibit B – Fee Schedule for Services. -In the event that the State of  
43 Minnesota imposed on Municipality additional requirements related to its building inspection program  
44 causing the Municipality to incur costs, the fees paid to Consultant may be re-negotiated at the  
45 Municipality's discretion.

46 2. The City shall retain any refunds from the state surcharge distributed to cities.

Formatted: List Paragraph, Left, Right: 0.25",  
Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... +  
Start at: 1 + Alignment: Left + Aligned at: 0" + Indent  
at: 0.25", No widow/orphan control

47  
48  
49  
50  
51

4. INVOICE & PAYMENT STRUCTURE

52 Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation.  
53 All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant  
54 but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half  
55 percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be  
56 discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall  
57 provide, additional information before approving the invoice. When additional information is requested  
58 Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed

52 portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is  
53 requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

54 5. TERM

55 This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties.  
56 The initial term of this Agreement shall be thirty-six (36) months. Agreement shall automatically renew for  
57 subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to  
58 terminate this Agreement.

59  
60 6. TERMINATION

61 Either Party may terminate this Agreement upon ninety (90) days written notice without cause and with no  
62 penalty or additional cost beyond the rates stated in this Agreement.

63 This Agreement may be terminated for cause at any time if either Party to this Agreement should materially  
64 breach any material provision herein. In such case, the non-breaching party will notify the breaching party in  
65 writing specifying the respect in which such party has breached the Agreement. In the event that such breach  
66 is not remedied to the reasonable satisfaction of the non-breaching party within thirty (30) calendar days after  
67 delivery of the above notice, the non-breaching party may, by written notice to the breaching party, terminate  
68 this Agreement, effective immediately. If the breach is cured to the satisfaction of the non-breaching party,  
69 this Agreement shall continue as if no breach had occurred.

70 Consultant shall be entitled to receive payment for work completed up to and including the date of  
71 termination within thirty (30) days of termination with or without cause.

72 7. FISCAL NON-APPROPRIATION CLAUSE

73 Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that  
74 purpose being appropriated, budgeted, and otherwise made available in accordance with the rules,  
75 regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such  
76 funds, this Agreement shall be terminated.

77  
78 8. MUNICIPALITY OBLIGATIONS

79 Municipality shall timely provide all data information, plans, specifications and other documentation  
80 reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and  
81 hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in  
82 accordance with the terms of this Agreement. Both parties agree to work cooperatively to the mutual success  
83 of each other.

84  
85 9. PERFORMANCE STANDARDS

86 Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised  
87 under similar circumstances by members of the same profession practicing or performing the substantially  
88 same or similar services. Consultant represents to Municipality that Consultant retains employees that  
89 possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in  
90 accordance with this Agreement.

91  
92 10. INDEPENDENT CONTRACTOR

93 Consultant is an independent contractor, and, except as provided otherwise in this section, neither  
94 Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent  
95 of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries,  
96 wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel  
97 performing services for Municipality under this Agreement. Consultant shall be solely responsible for all  
98 compensation, benefits, insurance and employment-related rights of any person providing Services hereunder  
99 during the course of or arising or accruing as a result of any employment, whether past or present, with  
100 Consultant.

101

102 Consultant and Municipality agree that Consultant will provide similar service to other clients while under  
103 contract with Municipality and Municipality acknowledges that Consultant employees may provide similar  
104 services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as  
105 determined by Consultant, to perform services for Municipality. Municipality may request that a specific  
106 employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that  
107 request when determining staffing. Consultant shall determine all conditions of employment for its  
108 employees, including hours, wages, working conditions, promotion, discipline, hiring and  
109 discharge. Consultant exclusively controls the manner, means and methods by which services are provided  
110 to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction  
111 and control of Municipality. Except where required by Municipality to use Municipality information  
112 technology equipment or when requested to perform the services from office space provided by the  
113 Municipality, Consultant employees shall perform the services using Consultant information technology  
114 equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a  
115 Municipal email address as their exclusive email address and any business cards or other IDs shall state that  
116 the person is an employee of Consultant or providing Services pursuant to a contractual agreement between  
117 Municipality and Consultant.

118 It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be  
119 entitled to protection under the doctrines of governmental immunity and governmental contractor immunity,  
120 including limitations of liability, to the same extent as Municipality would be in the event that the services  
121 provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a  
122 waiver of such protections.  
123

124 **11. ASSIGNMENT AND SUBCONTRACT**

125 Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without  
126 the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the  
127 preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its  
128 assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its  
129 parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may  
130 subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may  
131 subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior  
132 written notice of the persons or entities with which Consultant has subcontracted. Consultant remains  
133 responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and  
134 subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses  
135 will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are  
136 met.  
137

138 **12. INDEMNIFICATION**

139 To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its  
140 elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from  
141 and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses,  
142 and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage,  
143 but only to the extent that any such Claims are caused by the negligence of Consultant or any officer,  
144 employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to  
145 the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules,  
146 regulations, resolution, executive orders or other instructions received from Municipality.  
147

148 To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall  
149 defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from  
150 and against any and all Claims alleging personal injury, including bodily injury or death, and/or property  
151 damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any

152 obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of  
153 Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions,  
154 executive orders or other instructions received from Municipality. If either Party becomes aware of any  
155 incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties  
156 shall cooperate fully in investigating the incident.  
157

158 **13. LIMITS OF LIABILITY**

159 ~~EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL~~  
160 ~~WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY~~  
161 ~~WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR FREE OPERATION,~~  
162 ~~PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT.~~ EXCEPT TO THE EXTENT ARISING FROM  
163 MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY  
164 BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR  
165 SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES. LOST  
166 DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION,  
167 WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED  
168 OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF  
169 ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT  
170 SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF  
171 ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER  
172 ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR  
173 OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT  
174 OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO  
175 THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).  
176

177 **14. INSURANCE**

- 178 A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure  
179 and maintain, the minimum insurance coverages listed below throughout the term of this  
180 Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable  
181 to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended  
182 reporting periods shall be procured to maintain such continuous coverage.
- 183 B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee  
184 engaged in the performance of work under this Agreement, and Employer's Liability insurance with  
185 minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars  
186 (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury  
187 by disease – each employee.
- 188 C. Commercial general liability insurance with minimum combined single limits of one million dollars  
189 (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy  
190 shall be applicable to all premises and operations. The policy shall include coverage for bodily injury,  
191 broad form property damage, personal injury (including coverage for contractual and employee  
192 acts), blanket contractual, independent Consultant's, and products. The policy shall contain a  
193 severability of interest provision and shall be endorsed to include Municipality and Municipality's  
194 officers, employees, and consultants as additional insureds.
- 195 D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim  
196 and two million dollars (\$2,000,000) general aggregate.
- 197 E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for  
198 highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and  
199 hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- 200 F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- 201 G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to  
202 Municipality.

203  
204 15. THIRD PARTY RELIANCE  
205 This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or  
206 implied.  
207  
208 16. OWNERSHIP OF DOCUMENTS  
209 Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all  
210 work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product  
211 and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes  
212 without the express prior written consent of Municipality. As between Municipality and Consultant, all work  
213 product and deliverables shall become the exclusive property of Municipality when Consultant has been  
214 compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights  
215 to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding  
216 the preceding, Consultant may use the Materials, work product, deliverables, applications, records,  
217 documents and other materials provided to perform the Services or resulting from the Services, for purposes  
218 of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of  
219 customers served by Consultant; (ii) improvement, development marketing and sales of existing and future  
220 Consultant services, tools and products; (iii) monitoring Service performance and making improvements to  
221 the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than  
222 hosting providers, development consultants and other third parties providing services for Consultant, only on  
223 an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is  
224 terminated for any reason, all records, documents, notes, data and other materials maintained or stored in  
225 Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and  
226 become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to  
227 any Consultant provided software and any improvements or derivative works thereof.  
228  
229 Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access  
230 to any books, documents, papers and records of Consultant that are related to this Agreement for the  
231 purposes of audit or examination, ~~other than Consultant's financial records~~, and may make excerpts and  
232 transcriptions of the same at the cost and expense of Municipality.  
233  
234 17. CONSULTANT ACCESS TO RECORDS  
235 Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its  
236 obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis  
237 such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant  
238 Consultant access to its Records and Record management systems so that Consultant may download such  
239 data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant  
240 solely in accordance with the terms of this Agreement.  
241  
242 18. CONFIDENTIALITY  
243 Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of  
244 Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing  
245 such disclosure.  
246  
247 19. CONSULTANT PERSONNEL  
248 Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform  
249 Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing  
250 levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related  
251 actions which may affect the performance of Services. Additional staffing resources shall be made available  
252 to Municipality when assigned employee(s) is unavailable.  
253

254 20. DISCRIMINATION & ADA COMPLIANCE

255 Consultant will not discriminate against any employee or applicant for employment because of race, color,  
256 religion, age, sex, disability, national origin or any other category protected by applicable federal or state law.  
257 Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer,  
258 recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation,  
259 and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available  
260 to employees and applicants for employment, notice to be provided by an agency of the federal government,  
261 setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate  
262 provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended,  
263 and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may  
264 be requested by Municipality at any time during the term of this Agreement.  
265

266 21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

267 Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of  
268 Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by  
269 Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an  
270 illegal alien to perform work under this Agreement and will verify immigration status to confirm employment  
271 eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services  
272 pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the  
273 requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the  
274 subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will  
275 maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from  
276 using the E-Verify program procedures to undertake pre-employment screening of job applicants while this  
277 Agreement is being performed.  
278

279 22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

280 During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire,  
281 or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services  
282 to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in  
283 connection with the provision of such services (including but not limited to supervisors or managers of Service  
284 Providers, customer relations personnel, accounting personnel, and other support personnel of  
285 Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect  
286 Consultant's trade secrets and other confidential information, its investment in the training of its employees,  
287 the stability of its workforce, and its ability to provide competitive building department programs in this  
288 market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in  
289 scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to  
290 the minimum extent necessary to render this section enforceable. In the event that Municipality hires any  
291 such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25%  
292 of the employee's annual salary including bonus.  
293

294

296 23. COMPALINTS AND APPEALS

297 Any complaint about Consultant received by Municipality shall be forwarded to Consultant's representative  
298 listed in Notices Section of this Agreement. Municipality shall provide specific complaint details to the extent  
299 allowed by law. Consultant will submit a response to the Municipality within ten (10) business days of receipt.  
300

301 MN Rule 1300.0230 provides a mechanism for persons aggrieved by an order, decision, or determination of  
302 the Building Official to appeal. In the event a Municipality does not have an appeals board, appeals will be  
303 heard by the State of Minnesota appeals board.  
304

305 24. NOTICES

306 Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person,  
307 or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:  
308

If to Municipality:	If to Consultant:
City Clerk City of Stacy 30955 Forest Boulevard Stacy, Minnesota 55079	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>

309  
310 24. FORCE MAJEURE

311 Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of  
312 payment obligations) which is caused by events beyond the reasonable control of such party, shall not  
313 constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed  
314 to be extended for a period equal to the duration of the conditions preventing such performance.  
315

316 25. DISPUTE RESOLUTION

317 In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute  
318 cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation,  
319 before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall  
320 be borne equally by each Party.  
321

322 26. ATTORNEY'S FEES

323 In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its  
324 own costs and attorney's fees.  
325

326 27. AUTHORITY TO EXECUTE

327 The person or persons executing this Agreement represent and warrant that they are fully authorized to sign  
328 and so execute this Agreement and to bind their respective entities to the performance of its obligations  
329 hereunder.  
330

331 28. CONFLICT OF INTEREST

332 Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict  
333 of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall  
334 not offer or provide anything of benefit to any Municipal official or employee that would place the official or  
335 employee in a position of violating the public trust as provided under Municipality's charter and code of  
336 ordinances, state or federal statute, case law or ethical principles.  
337

338 29. GOVERNING LAW AND VENUE

339 The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of  
340 the State of Minnesota and venued in Chisago County. Exclusive venue for any action under this Agreement,  
341 other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality  
342 and each party waives any and all jurisdictional and other objections to such exclusive venue.  
343

344 30. COUNTERPARTS

345 This Agreement and any amendments or task orders may be executed in one or more counterparts, each of  
346 which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes  
347 of executing this Agreement, scanned signatures shall be as valid as the original.  
348

349 31. ELECTRONIC REPRESENTATIONS AND RECORDS

350 Parties hereby agree to regard electronic representations of original signatures as legally sufficient for  
351 executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original.  
352 Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic  
353 form or because an electronic record was used in its formation. Parties agree not to object to the admissibility  
354 of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper  
355 copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic  
356 signature or that it is not in its original form or is not an original.

357  
358 32. WAIVER

359 Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of  
360 any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.  
361

362 33. ENTIRE AGREEMENT

363 This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the  
364 Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous  
365 communications, representations, whether oral or written, with respect to the subject matter hereof.  
366 Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word  
367 herein or the application thereof in any given circumstance shall not affect the validity of any other provision  
368 of this Agreement.

369  
370 34. DATA PRACTICES

371 Consultant agrees to abide by the applicable provisions of the Minnesota Government Data  
372 Practices Act, Minnesota Statutes Chapter 13, HIPAA requirements, and all other applicable state or  
373 federal rules, regulations, or orders pertaining to privacy or confidentiality. Consultant understands  
374 that all of the data created, collected, received, stored, used, maintained, or disseminated by  
375 Consultant in performing those functions that the City would perform is subject to the  
376 requirements of Chapter 13, and Consultant must comply with those requirements as if Consultant  
377 were a government entity. This does not create a duty on the part of Consultant to provide the  
378 public with access to public data if the public data is available from the City, except as required by  
379 the terms of this Agreement.

380  
381  
382 IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on  
383 the dates hereinafter enumerated.  
384

385  
386  
387 \_\_\_\_\_ Date  
388 Avner Alkhas, Chief Financial Officer  
389 SAFEbuilt, LLC

390  
391  
392 \_\_\_\_\_ Date  
393 Mark Utecht, Mayor  
394 City of Stacy, Minnesota

395  
396  
397 \_\_\_\_\_  
Sharon Payne, City Clerk (Balance of page left intentionally blank)

Formatted: Indent: Left: 0"  
Formatted: Indent: Left: 0.25", No bullets or numbering

398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Assess fees using the Municipality's legally adopted fee schedule.
- ✓ Use the Building Valuation Data Table from the MN DLI to determine valuations.
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants.
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance.
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments.
- ✓ Provide Building Code interpretations for final approval.
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations.
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed.
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments.
- ✓ Attend staff and council meetings as mutually agreed upon.
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon.
- ✓ Responsible for client and applicant satisfaction.
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed.
- ✓ Fees not specifically related to services listed (examples include State Surcharge, park dedication, sewer and/or water access (SAC/WAC) charges will be excluded from any billable fee calculations.
- ✓ Make special investigations, where work is started prior to obtaining the proper permit(s).
- ✓ Consultant will testify in court as necessary for no additional fees than otherwise identified in this Agreement.

#### Building, Plumbing, Mechanical, Fire and Site Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans.
- ✓ Provide fire suppression, sprinkler and alarm system inspections.
- ✓ Meet or exceed agreed upon performance metrics regarding inspections.
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections.
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance.
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel.

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format.
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances.
- ✓ Provide fire suppression, sprinkler, and alarm system plan review.
- ✓ Be available for pre-submittal meetings by appointment.
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments.
- ✓ Provide feedback to keep plan review process on schedule.
- ✓ Communicate plan review findings and recommendations in writing.
- ✓ Return a set of finalized plans and all supporting documentation.
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete.

#### As-Requested Code Enforcement Services

- ✓ Customize our approach at the direction of City Council and staff.
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements.

- 449 ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community.
- 450 ✓ Respond to and investigate code violations as requested in writing by Municipality.
- 451 ✓ Post violation notices and provide initial citizen notifications and follow-up inspections.
- 452 ✓ Address specific code enforcement issues at the direction of Municipality.
- 453
- 454 ✓ Assist in the preparation of cases for court appearances and attend meetings as requested.
- 455 ✓ Participate in educational activities and customer service surveys related to code enforcement.
- 456 ✓ Provide professional recommendations for code revisions – as needed.
- 457 ✓ Make presentations to Municipal boards as requested.
- 458 ✓ Provide agreed upon reports to demonstrate our performance against set measurements.

459  
460 Septic SSTS Services

- 461 ✓ Perform Plan review on submitted SSTS applications and project plans.
- 462 ✓ Perform field inspections on systems to ensure they have been installed in accordance with the
- 463 approved plans and local ordinances and MN rules and laws.

464  
465 Sediment and Erosion Control Services (SEC)

- 466 ✓ Perform pre-construction site inspections to verify lot identity, check setbacks, and proper placement of
- 467 best-management-practices (BMPs) for the containment of sediment and to control erosion.
- 468 ✓ Monitor active construction sites during regularly scheduled construction inspections to verify BMPs are
- 469 in place and operating effectively.
- 470 ✓ React to complaints or concerns voices from Municipality regarding concerns, failures, or problems.

471  
472 Zoning Administration

- 473 ✓ Perform cursory evaluation of the setbacks and other zoning items listed in directions provided by
- 474 Municipality.

475  
476  
477 Reporting Services

- 478 ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format.
- 479 Consultant shall submit copies of records of all permits to the City on a weekly basis unless
- 480 otherwise agreed by the Consultant and Municipality. Consultant shall also provide a written report
- 481 to Municipality prior to the first regular Council Meeting of each month. Any violation of the State
- 482 Building Code, or the City Sewer Ordinance shall be cited on the reports of the Consultant together
- 483 with any action taken to correct the violation. Any such violation not timely resolved shall be
- 484 reported in writing to the City Clerk.
- 485
- 486 ✓ Consultant shall notify the City Clerk of the occupancy of any structure, whether partial or total, giving the
- 487 names and addresses of the occupants, if known, prior to the issuance of a certificate of occupancy.
- 488 ✓ Consultant shall attend council meetings, when requested. Up to 3 meetings per contract year may be
- 489 initiated by council/staff at no additional fee.
- 490 ✓ Consultant shall prepare/file the quarterly surcharge report and annual septic report.

491  
492 2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- 493 ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

494  
495 3. MUNICIPAL OBLIGATIONS

- 496 ✓ Municipality will issue permits and collect all fees.
- 497 ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents.
- 498 ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically.

**Formatted:** Normal, Justified, Indent: Left: 0.25", Hanging: 0.25", Widow/Orphan control, Tab stops: 0.54", Left

**Formatted:** Font: 10.5 pt

499 ✓ Municipality shall resolve all zoning variances (whether by indicating approval or by proceeding through  
500 the variance process.

501 ✓ **Coo**

**Commented [JM1]:** Language appears to be missing here.

502  
503 4. TIME OF PERFORMANCE

504 ✓ Consultant will perform Services during normal business hours excluding Municipal holidays.

505 ✓ Building Official or designated representative will be available at the Municipal offices as mutually agreed  
506 upon.

507 ✓ Building Official will be available to Municipality by text, phone, and email.

508 ✓ Inspectors will be dispatched daily or as requested.

509 ✓ Consultant representative(s) will be available by phone and email.

510

511

✓

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections scheduled prior to 4:00 pm by the end of the next business day or as agreed upon		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>Completeness Check</u>	<u>From Complete Submittal</u>
	✓ Commercial (IBC)	5 business days or less	10 - 15 business days or less
	✓ Residential (IRC)	2 business days or less	5 - 7 business days or less
Note: Submittal of 8.5" x 11" and/or 11" x 17" color plans may reduce turnaround time by up to two (2) days			

512

513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526

**EXHIBIT B – FEE SCHEDULE FOR SERVICES**

1. **FEE SCHEDULE**

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Inspection Services: • Permits issued after service start date • Building, Mechanical, Plumbing	75% of Municipal Permit Fee as established by ordinance or resolution with a \$50.00 minimum
Plan Review Services: • Commercial and Residential • Commercial Plumbing Plan Review	50% of Municipal Permit Fee as established by ordinance or resolution
Special Investigation Fee	75% of Municipal Fee as established by ordinance or resolution with a \$50.00 minimum
Re-Inspection Fee	100% of Municipal Fee as established by ordinance or resolution
License Look-Up Fee	
Lead Look-Up Fee	
Site Inspection Fee	
Moved and Pre-Move Building Fees	
Manufactured Home Fees	
Copy Fee	
Inspections Outside of Normal Business Hours	
Hourly Fees	
<b>Code Enforcement / Special Project Fee Schedule:</b>	
Designated Building Official	\$150.00 per hour – one (1) hour minimum
State Delegation Projects	\$150.00 per hour – one (1) hour minimum
Zoning Administration	\$115.00 per hour – one (1) hour minimum
Inspection / Plan Review Staff	\$95.00 per hour – one (1) hour minimum
Work Outside Scope	\$95.00 per hour – one (1) hour minimum
Office / Support Staff	\$75.00 per hour – one (1) hour minimum
Code Enforcement / Nuisance Abatement	\$85.00 per hour – one (1) hour minimum
Septic System Permits (SSTS)	\$500.00 for type 1 systems
<b>Printing of Plan Sets Fee Schedule:</b>	
New home construction, one full-size set of plans for job site provided at no cost	
Duplicate Plan Sheets / Electronic to Print Conversion:	
8.5" x 11" & 8.5" x 14"	\$1.00 per page
11" x 17"	\$2.00 per page
Large Plans	\$4.00 per page

527

528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539

**EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS**

Insert here

(Balance of page left intentionally blank)

**Commented [JM2]:** We have not received the Community Core Solutions Terms and Conditions.