

1 **AGREEMENT TO PROVIDE**
2 **BUILDING INSPECTION, ZONING ADMINISTRATION, AND CODE ENFORCEMENT**
3 **SERVICES**
4

5 This is an Agreement between the **City of Stacy** (hereinafter referred to as the "City"),
6 and _____ (hereinafter referred to as the "Building Inspector"), to provide
7 building inspection, zoning administration, and code enforcement services the City for the period
8 _____, 2021 through _____.

9
10 **WITNESSETH:**

11
12 **WHEREAS**, the City, has adopted the Minnesota State Building Code which regulates
13 building permits; and

14
15 **WHEREAS**, the City wishes to contract with the Building Inspector to perform building
16 inspection services, including those types of duties and functions customarily rendered by a
17 Building Official under Minnesota law including without limitation, inspections, issuance of
18 orders of correction, issuance of stop work orders and testifying in court as necessary, as well as
19 inspection of private waste water systems regulated by the Stacy City Code, as amended, all
20 within the City's boundaries (hereinafter collectively referred to as "Building Inspection
21 Services"); and

22
23 **WHEREAS**, the Building Inspector wishes to provide Building Inspection Services under
24 the terms and conditions hereinafter set forth; and

25
26 **WHEREAS**, the Building Inspector states and warrants that he is a duly qualified and certified
27 person to perform services for the City pursuant to Minnesota Statute 326B.133 as a qualified building
28 official ("Building Official"); and

29
30 **WHEREAS**, the Building Inspector wishes to provide all City zoning administration services
31 and City code enforcement services, as are necessary under the City Code, and as otherwise required
32 by the City council and staff ("Zoning Administration and Enforcement"); and

33
34 **NOW, THEREFORE, IN CONSIDERATION OF** the mutual undertakings set forth
35 herein, the City and the Building Inspector agree as follows:

36
37 **SCOPE OF SERVICES**
38 **ARTICLE 1**
39

- 40 1. The Building Inspector agrees to provide Building Inspection Services to the City pursuant to
41 the terms of this Agreement.
42
43 2. In performing this Agreement, the Building Inspector is an independent contractor and not an
44 employee of the City. The Building Inspector is not entitled to the benefits incidental to the
45 employer-employee relationship, and the City is not required to make payments for FICA,
46 FUTA, PERA or other benefits, which are incidental to the employer-employee relationship.

47 The Building Inspector shall determine the method of providing Building Inspection Services
48 and other matters incidental to the performance of services under this Agreement. The City
49 shall be notified in advance of any proposed changes in methods of providing services.
50

- 51 3. All applications for permits which require a variance from existing ordinances, conditional
52 use permits, special use permits or other special permits required by the City shall be acted
53 on by the City prior to the issuance of any building permit by the Building Inspector.
54
- 55 4. The Building Inspector will review all applications for building permits for all projects
56 within the City to determine compliance with the Minnesota State Building Code as adopted
57 by the City. The Building Inspector will provide necessary plan checking services as
58 required.
59
- 60 5. The Building Inspector will provide and issue all building permits as required by existing
61 building codes, laws or regulations and shall maintain records of all such permits. The
62 Building Inspector's copies of those records shall be submitted to the City on a weekly basis
63 unless otherwise agreed by the Building Inspector and the City. The Building Inspector shall
64 also provide a written report to the City prior to the first regular Council Meeting of each
65 month. Any violation of the State Building Code, or the City Sewer Ordinance shall be cited
66 on the reports of the Building Inspector together with any action taken to correct the
67 violation. Any such violation not timely resolved shall be reported in writing to the City
68 Clerk.
69
- 70 6. The Building Inspector shall provide all job site inspections of projects under permit as
71 required by existing building codes, rules, and regulations as well as all such special
72 inspections as are deemed necessary in order to assure compliance with the existing building
73 codes, rules, and regulations. In the event the applicant has paid all City costs and fees, the
74 Building Inspector shall issue a certificate of occupancy upon satisfactory completion of each
75 project. The Building Inspector shall notify the City Clerk of the occupancy of any structure,
76 whether partial or total, giving the names and addresses of the occupants, if known, prior to
77 the issuance of the certificate of occupancy.
78
- 79 7. The Building Inspector shall be responsible for the enforcement of the terms and conditions
80 of the building permit and the State Building Code and applicable ordinances, and shall be
81 responsible for the issuance of a "red tag" for non-compliance with the terms of an issued
82 permit and non-compliance with the State Building Code and City's applicable ordinances in
83 situations where work in progress requires, but has not received, a building permit. The
84 Building Inspector shall testify in court as necessary for no additional fees than otherwise
85 identified in this Agreement.
86
- 87 8. Building Inspection Services shall be completed in a timely manner to meet the needs of the
88 City.
89
- 90 9. The Building Inspector shall be responsible for all private waste water system inspections
91 pursuant to the City Sewer Ordinance and amendments thereto.
92

- 93 10. In the event additional inspections are required to correct defective work, or materials, or
94 otherwise to ensure compliance with the State Building Code or the City's Sewer Ordinance,
95 the City may charge and recover from the permittee the reasonable costs and expenses of the
96 additional inspections as allowed by the City's current fee schedule.
97
- 98 11. The Building Inspector shall provide All Zoning Administration Services, and City Code
99 Enforcement Services, as are required in the City Code, and as otherwise directed by the City
100 Council and staff (Zoning Administration and Code Enforcement").
101
- 102 12. The Building Inspector shall attend the City Council meeting, and other City Commission
103 and Committee meetings as needed.
104
- 105 13. The Building Inspector shall file all necessary reports related to building inspections with the
106 State of Minnesota except for the census of building permits issued and municipal fee and
107 expense report. The reports the Building Inspector files shall include, but not be limited to,
108 the quarterly building surcharge report (City will make the payment) and the annual septic
109 report.
110

SCHEDULE OF FEES AND CHARGES

ARTICLE 2

- 112
113
- 114 14. The Building Inspector shall charge fees for Building Inspection Services as adopted by the
115 City's code of ordinances. The City shall collect, receipt for, disburse and maintain records
116 of all fees and charges collected incidental to the administration of Building Inspection
117 Services contained herein. The City shall also collect all building permit surcharge fees,
118 sewer and water availability charges and fees as required by Statute, regulation or ordinance
119 and shall account for and forward all such monies to the appropriate agency.
120
- 121 15. Fees and charges shall be due and payable by the permittee upon issuance of the permit and
122 will be collected by City from the applicant for said permit.
123
- 124 16. The valuation of structures, additions and alterations, for permit purposes, shall be
125 determined by the Building Inspector and shall be calculated by multiplying the square foot
126 area of the proposed structure times the building valuation factor as published annually by the
127 Building Codes and Standards Division of the State of Minnesota Department of
128 Administration. The building permit fees shall be those listed in the current city fee schedule.
129
- 130 17. If any work is commenced in the City prior to obtaining all required permits, the Building
131 Inspector shall make a special investigation before a permit may be issued for the work. The
132 investigation fee shall be equal to the amount of the permit fee required and shall be collected
133 whether or not a permit is subsequently issued. The payment of such investigation fee shall
134 not exempt any person from compliance with all other provisions of existing building codes,
135 rules or regulations nor from any penalty prescribed by law.
136
- 137 18. The City fees and charges shall be in addition to fees and charges required by the State of
138 Minnesota for electrical permits and inspections.

- 139
140 19. The parties agree that, in payment for Building Inspection, Zoning Administration and Code
141 Enforcement Services provided by the Building Inspector, the City shall retain, from the fees
142 and charges collected incidental to building inspector and plan review fees, an amount equal
143 to twenty-five (25%) percent of all building permit fees and thirty (30%) percent of plan
144 review fees. The City shall remit to the Building Inspector an amount equal to seventy-five
145 (75%) percent of all building permit fees and seventy (70%) percent of plan review fees on a
146 monthly basis or pursuant to a schedule agreed to by the Building Inspector and the City.
147
148 City Code enforcement between the months of April thru November will be paid at a rate of
149 \$25 per week.
150
151 20. The Building Inspector shall provide the City with a monthly written and itemized billing
152 statement for all fees under this Agreement.
153
154 21. All fines, penalties, interest and other charges over and above those collected pursuant to the
155 permit fee schedule of the City, except as otherwise provided herein, shall inure to the benefit
156 of the City, provided that in the event the Building Inspector is required to undertake any
157 activities, expend time or expenses, or otherwise assist in the collection or recovery of said
158 fines, penalties, interest or other charges (“Additional Services”), the Building Inspector shall
159 be entitled to reasonable reimbursement for the Additional Expense based upon prior
160 agreement with the City Council.
161
162 22. In the event that the State of Minnesota imposed on the City additional requirements related
163 to its building inspection program causing the City to incur costs, the fees paid to the
164 Building Inspector may be re-negotiated at the City’s discretion.
165
166 23. The City shall retain any refunds from the state surcharge distributed to cities.
167
168 24. No additional fee shall be charged for the Building Inspector’s attendance at City Council
169 meetings, or Planning Commission meetings, or City committee meetings above and beyond
170 the fees described in paragraph 18 of this Agreement.
171

172 **GENERAL TERMS AND CONDITIONS**

173 **ARTICLE 3**

- 174
175 25. The City, its officers, agents, and employees will cooperate with and assist the Building
176 Inspector in the orderly performance of services provided herein.
177
178 26. The City, its officers, agents and employees shall not be liable for any intentional or negligent
179 act of the Building Inspector, and the Building inspector agrees to hold the City, its officers,
180 agents and employees harmless from any intentional or negligent act of the Building
181 Inspector, and from any claim for damages, demands, causes of action, of whatever nature,
182 whether known or unknown, liquidated or not liquidated, whether past, present or future,
183 arising out of the relationship of the Building Inspector to the City under the terms of this
184 Agreement. Further, the Building Inspector agrees to indemnify the City, its officers, agents

185 or employees, for any and all costs, expenses, fees, charges and reasonable attorney's fees
186 incurred by the City arising out of the conduct or the performance of the Building Inspector
187 hereunder for which the City is not directly negligent. Further, the Building Inspector agrees
188 to defend the City, its officers, agents or employees, in any claims resulting from the
189 intentional and negligent acts of the Building Inspector under the terms of this agreement.
190 The Building Inspector agrees this indemnity obligation shall survive the completion or
191 termination of this Agreement.

- 192
- 193 27. The Building Inspector ensures that he is insured for general liability and professional
194 liability coverage in the minimum amount of \$1,000,000.00. The Building Inspector shall
195 name the City as an additional insured on all such insurance policies issued in his name for
196 services provided herein. The Building Inspector shall provide proof of insurance coverage
197 required by this paragraph prior to commencement of services under this Agreement and
198 annually by the 15th day of January each year.
199
- 200 28. It is understood that this Agreement contains the entire Agreement between the City and the
201 Building Inspector and that no statement, promise, or inducement made by any party hereto,
202 or officer, agent or employee of either party hereto which is not contained in this written
203 Agreement shall be valid or binding; this Agreement may not be enlarged, modified, or
204 altered except in writing signed by the parties endorsed hereon. It is expressly understood
205 between the parties hereto, and this understanding shall be considered when interpreting the
206 provisions of this Agreement, that upon notice given by any party hereto, good faith
207 negotiations may be undertaken for the purpose of revising, adding to or striking any
208 provision or provisions of this Agreement which appear to be unworkable or insufficient to
209 perfect, maintain, and ensure attainment of the City's goals in requiring building permits and
210 inspection. Any mutually acceptable change to the original provisions of this Agreement
211 shall be written and attached to the Agreement as provided above and any such revision,
212 addition, or deletion shall only apply to the provision revised, added or deleted, and the
213 remainder of the Agreement shall remain in full force and effect.
214
- 215 29. The Building Inspector agrees to abide by the requirements and regulations of the Americans
216 with Disabilities Act 1990 (ADA) the Human Rights Act (Minnesota Chapters 363) and Title
217 VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race,
218 gender, disability, religion, sexual preference, and sexual harassment. Violation of any of the
219 above laws can lead to termination of this agreement. This paragraph does not impose upon
220 the Building Inspector the duty to enforce the requirements under the ADA, the state Human
221 Rights Act of Title VII of the Civil Rights Act.
222
- 223 30. This Agreement shall be governed by and interpreted in accordance with the laws of the
224 State of Minnesota. All proceedings related to this Agreement shall be venued in Chisago
225 County, Minnesota.
226
- 227 31. All reports, plans, specifications, data, maps, and other documents produced by the
228 Building Inspector in the performance of Building Inspection Services under this
229 Agreement shall be the property of the City.
230

231 32. The Building Inspector agrees to abide by the applicable provisions of the Minnesota
232 Government Data Practices Act, Minnesota Statutes Chapter 13, HIPAA requirements,
233 and all other applicable state or federal rules, regulations, or orders pertaining to privacy
234 or confidentiality. The Building Inspector understands that all of the data created,
235 collected, received, stored, used, maintained, or disseminated by the Building Inspector in
236 performing those functions that the City would perform is subject to the requirements of
237 Chapter 13, and the Building Inspector must comply with those requirements as if the
238 Building Inspector were a government entity. This does not create a duty on the part of
239 the Building Inspector to provide the public with access to public data if the public data is
240 available from the City, except as required by the terms of this Agreement.

241
242 33. The waiver by either party of any breach or failure to comply with any provision of this
243 Agreement by the other party shall not be construed as or constitute a continuing waiver
244 of such provision or a waiver of any other breach of or failure to comply with any other
245 provision of this Agreement.

246
247 **TERM AND EFFECTIVE DATE**

248
249 34. This Agreement shall commence _____, 2021 and shall be in effect through
250 _____, 2022 (“Initial Term”). Thereafter, this agreement shall
251 automatically renew for successive one-year periods (each, a “Renewal Term”). Either party
252 may terminate this agreement after giving written notice to the other party at least 60 days
253 prior to the end of the term.

254
255 35. Notices pursuant to this Agreement shall be given by deposit in the United States Mail,
256 postage prepaid, address as follows:

257
258 **To the Building Inspector:**

259
260 **To the City:** City Clerk
261 City of Stacy
262 30955 Forest Blvd
263 Stacy, MN 55079
264

265 Alternately, notices required by this Agreement may be personally delivered to the
266 persons named above. Notice shall be deemed given as of the date of personal service or
267 as the date of deposit of the notice in the United States Mail.

268
269 **IN WITNESS WHEREOF**, the City of Stacy has caused this Agreement to be signed
270 by its Mayor and attest by its Clerk, and _____ has caused this
271 Agreement to be signed.

272
273
274
275
CITY OF STACY

Mark Utecht, Mayor

, An Individual

Date

Date

Attest

Sharon MT Payne, City Clerk

276
277
278

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