



To: Mayor and City Council

Agenda Item #: IV. C.

From: Marty Scheerer, Fire Chief

Action

Discussion

Date: April 16, 2013

Information

Subject: Joint Powers Agreement With The City Of Richfield – Building And Plumbing Inspection Services

Action Requested:

I would recommend your approval of the Joint Powers Agreement and authorize the Mayor and City Manager to approve and sign the attached JPA agreement.

Information / Background:

This Joint Powers Agreement would allow the City of Edina Building Inspections to utilize the City of Richfield Building, Mechanical and Plumbing inspectors in the City of Edina and vice versa. The agreement compensates for the services of the inspector at an hourly rate of \$56.00/hour. The inspectors would still operate as employees of their respective city and use their own city's vehicle.

This will benefit the City of Edina with the ability to use an additional inspector when needed, which is anticipated this year. This also helps the City of Richfield to better utilize their staff and have inspectors available if needed due to an extended illness or similar situations.

Attachments:

Joint Powers Agreement

**JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF RICHFIELD,
AND
THE CITY OF EDINA**

THIS AGREEMENT (“Agreement”) is entered into this 21 day of March 2013 by and between the **CITY OF RICHFIELD**, a Minnesota municipal corporation (“Richfield”) and the **CITY OF EDINA**, a Minnesota municipal corporation (“Edina”), hereinafter collectively referred to as the “Cities.”

RECITALS

WHEREAS, 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

WHEREAS, the City of Richfield and the City of Edina each employs building and plumbing inspectors on staff; and

WHEREAS, Edina and Richfield desire to make available to the other city certain building and plumbing inspection services on a contract basis, upon request of one of the parties (the “Requesting City”) and the availability of staff for the other party (the “Responding City”).

NOW, THEREFORE, Edina and Richfield agree as follows:

1. **BUILDING AND PLUMBING INSPECTION SERVICES.** Upon request of a Requesting City, the Responding City will provide, if it has adequate staff available, (a) a Minnesota certified building official to review building and related permit applications, conduct necessary inspections, or (b) a Minnesota licensed master plumber to conduct necessary inspections for plumbing and mechanical permits, and (c), in either case, the building official or master plumber (the “Inspector”) will ensure that the requirements of the State Building Code as well as all applicable State and Federal laws, rules, and regulations are met, and will issue permits consistent with the Requesting City’s ordinances.
2. **EMPLOYEE STATUS.** The employees who provide inspection services to a Requesting City shall remain employees of the Responding City and shall not be deemed employees of the Requesting City for any purpose. Each city shall maintain liability and errors and omissions insurance on its building and plumbing inspection employees at all times in amounts not less than the tort liability limitations set out in Minn. Stat. 466.04, and shall maintain all required workers’ compensation insurance on such employees.
3. **INDEMNIFICATION.** Each city shall be liable for its own acts and the results thereof to the extent provided by law and agrees to defend, indemnify and hold harmless 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 party, 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. 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 Statute 471.59, subdivision 1a and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 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 the party, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and should also notify the other city whenever the notifying city has a reasonable basis for believing that the notifying 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 services contained in the Agreement.

4. **PAYMENT FOR SERVICES.** The Requesting City shall pay the Responding City for inspection services at the rate of \$56.00 per hour. The Responding City shall invoice the Requesting City monthly for services rendered and the Requesting City shall pay the invoices within thirty-five (35) days of receipt of an invoice.

5. **TERM.** This Agreement is for an indefinite term but may be terminated by either party upon sixty (60) days written notice to the other party.

6. **DOCUMENTS.** All documents relating to building and plumbing inspections in the Requesting City, including electronic data prepared under this Agreement, shall be the property of the Requesting City and will be collected and maintained in a manner as deemed appropriate by the Requesting City consistent with its records retention schedule. When not using the Requesting City's property files in the field, the Inspector shall store all files related to building, plumbing or mechanical permits issued by the Requesting City at the Requesting City's City Hall.

7. **MINNESOTA GOVERNMENT DATA PRACTICES ACT** (Minn. Stat. Chap.13 and related statutes). 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 (Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as any applicable Federal Regulations on data privacy ("Data Privacy Laws"). The parties each agree to comply with all applicable Data Privacy Laws. Each party agrees to notify the other of any data requests that the notifying party receives for data related to the notifying party's performance of this Agreement.

8. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement of the parties related to building inspection services.

9. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.

10. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

a. Notice to: City of Richfield
City Manager
6700 Portland Avenue
Richfield, Minnesota 55423

b. Notice to: City of Edina
City Manager
4801 W. 50th Street
Edina, Minnesota 55424

CITY OF RICHFIELD

By: _____
Debbie Goettel, Its Mayor

By: _____
Steve Devich, Its City Manager

Approved as to form and execution:

Corrine Heine, City Attorney

CITY OF EDINA

By: _____
James Hovland, Its Mayor

By: _____
Scott Neal, Its City Manager