

**JOINT POWERS AGREEMENT FOR THE
UTILIZATION BY THE CITY OF MEDICINE LAKE OF
CITY OF PLYMOUTH RENTAL INSPECTION PERSONNEL**

THIS AGREEMENT ("Agreement"), is entered into by and between the Cities of Plymouth, Minnesota and Medicine Lake, Minnesota, and is effective upon the adoption of the attached resolutions by each city and the execution of this Agreement by the named officers of each city.

I. Background

Both cities are municipal corporations of the State of Minnesota, and are incorporated as statutory cities. Both cities have adopted, administer, and enforce the 2000 International Property Maintenance Code and the MN State Building Code within their respective jurisdictions. The City of Medicine Lake has a rental licensing ordinance that requires, among other things, an inspection on a biannual basis. The City of Plymouth has the staff and resources available to provide rental licensing inspection services to the City of Medicine Lake.

II. Purpose

This Agreement, entered into by the Cities of Plymouth and Medicine Lake is for the purpose of providing rental licensing inspection services by the City of Plymouth to the City of Medicine Lake. This Agreement may be modified by subsequent agreements of the cities.

III. Appointment

By executing the attached resolution and this Agreement, the City of Medicine Lake hereby appoints the City of Plymouth Building Official and assignees, as the City of Medicine Lake's Rental Licensing Inspector. The City of Medicine Lake confers on The Plymouth Building Official and other assigned personnel of the City of Plymouth full authority to perform the duties of rental licensing inspector under the laws and ordinances of the City of Medicine Lake, as stipulated under section IV of this Agreement.

IV. Scope of Services

A. The City of Plymouth, through the services of the official appointed pursuant to Section III, agrees to provide rental licensing inspection services to the City of Medicine Lake.

B. The City of Medicine Lake will continue to accept rental license applications for dwelling units located within its jurisdiction. The City of Medicine Lake will perform all administrative functions pertaining to the Rental Licensing Program, including but not limited to, acceptance of rental license applications, written communication with the rental license Holders and applicants on violations and compliance, issuance of rental licenses and all legal issues pertaining to the rental licensing program. The City of Plymouth staff will inspect the rental dwelling units as required by City of Medicine Lake ordinances.

C. The City of Plymouth staff will provide all necessary site inspections and provide a written inspection reports to the City of Medicine Lake.

D. The City of Plymouth staff will keep and maintain separate files for all activities undertaken on behalf of the City of Plymouth, and all such original documents will remain the exclusive property of the City of Plymouth.

E. The City of Plymouth staff will confer with the City of Medicine Lake Personnel regarding any violations of local ordinances applicable to rental licensing within the City of Medicine Lake.

F. This agreement does not include Building Inspection and general code enforcement services.

V. Fees and Compensation

A. Fees and charges relating to any rental inspection or other application shall be imposed as stipulated below, and shall be collected and managed according to the internal administrative processes established in the respective cities.

B. The City of Medicine Lake will, upon presentation of a periodic billing of services provided, and time spent pursuant to this Agreement, compensate the City of Plymouth as follows:

1. For each single family property (one dwelling unit on a given property) at the rate of One Hundred Twenty-Five Dollars (\$125.00) for one inspection and one re-inspection of a single property. Inspections will be rendered only between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday.

2. For each multiple unit property (two dwelling units or more on a given property) at a rate of One Hundred Twenty-Five Dollars (\$125.00) plus Ten Dollars (\$10) per unit for one inspection and one re-inspection. All units on the property must be available for inspection on the same day. Inspections will be rendered only between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday.

C. If additional inspections or assistance beyond the original inspection and one re-inspection is required, the City of Medicine Lake will, upon presentation of a periodic billing of services provided, compensate the City of Plymouth at a the rate of Fifty (\$50) per additional inspection.

D. The City of Medicine Lake will be solely responsible for the collection of all fees associated by the rental licensee. The City of Plymouth will have no responsibility for said collection.

E. The City of Plymouth shall, upon contact by the licensee, schedule all rental inspections.

F. The City of Plymouth will be solely responsible for compensating the rental licensing inspector and any designees under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of the City of Plymouth.

G. The City of Plymouth will provide a vehicle, office, equipment, and supplies necessary to provide rental inspection services, and will bear all costs attendant thereto.

H. Each party to this Agreement shall be liable for its own acts or omissions and those of its own employees and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party, its agents or employees. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws. This Agreement shall not be construed as and does not constitute a waiver by any party of any conditions, exclusions or limitations on the party's liability provided by Minnesota Statutes, Chapter 466 or other applicable law. This clause will not be construed to bar any legal remedies that each party may have for another's failure to fulfill its obligations under this Agreement.

To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

VI. Termination, Separability

A. This Agreement may be terminated by either party upon ten (10) days written notice provided to the City Manager of Plymouth or Mayor of Medicine Lake.

B. Upon termination, any and all records or property of the respective cities will be returned to the appropriate city.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

IN WITNESS WHEREOF, the Cities of Plymouth and Medicine Lake have pursuant to the authorizing resolutions hereto attached, caused this Agreement to be duly executed effective on the day and year last entered below.

CITY OF PLYMOUTH

CITY OF MEDICINE LAKE

Kelli Slavik

Kelli Slavik, Mayor

Dave Callister

Dave Callister, City Manager

8-27-14

Date

Gary Holter, Mayor

Gary Holter, Mayor

Nancy Pauly
Nancy Pauly, City Clerk

August 18, 2014

Date