

## SANITARY SEWER I&I INSPECTION SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Newport (hereinafter referred to as "Newport") and the City of West St. Paul (hereinafter referred to as "WSP") for the utilization of WSP employees to provide services to Newport within the boundaries of Newport.

WHEREAS, Newport has adopted ordinance(s) requiring point of sale I&I inspections and repair; and

WHEREAS, WSP maintains qualified full-time staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by purchasing these services from WSP, Newport can effect cost savings to its citizens while, at the same time, providing support for those same services by WSP to its citizens; and

WHEREAS, it is the desire of the parties and the purpose of this Agreement that certain of the aforesaid inspection services be performed by qualified personnel of WSP on behalf of Newport.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this agreement shall be perpetuating, unless either party to the Agreement provides notice to the other party that they shall terminate the contract at the end of the current term, and further subject to termination as provided in paragraph 8.
2. For the term of this Agreement, WSP, through use of its personnel, shall provide Newport with the following services, in and on behalf of Newport and at the direction of Newport's City Administrator:
  - a. Point of Sale I&I inspections, as necessary.
  - b. Information to the City of Inspections determination.
  - c. Verification to City of compliance of property with City ordinance requirements upon completion of any necessary repairs.
  - d. Database of property inspections.
3. WSP shall consult with and abide by the manner in which the inspections, and activities are conducted and over the determination of what enforcement action is appropriate and consistent with Newport City Code. Newport shall have a duty to inform WSP of any and all updates or changes to the Newport Code.
4. WSP personnel are not required to maintain office hours at Newport's City Hall. However, if WSP providing these services finds it necessary to meet with citizens at Newport's City

Hall, Newport will arrange for a work area for such meetings. WSP's main contact at Newport shall be Newport's City Administrator and WSP shall take direction from Newport's City Administrator for all work performed under this Agreement.

5. WSP shall assume the expense of performing the inspections and related duties.
6. Newport will pay WSP \$200 per inspection. Such fees shall be separate from, and in addition to, the payment provided for by Paragraph 7 of this Agreement. All other provisions of this agreement shall remain applicable with respect to the inspection services being provided. WSP will invoice Newport every six months.
7. In addition to the above fees Newport will pay WSP for services performed by WSP personnel outside those contemplated by this agreement but only as specifically requested by Newport. These additional fees will be invoiced every six months to Newport for Services Performed by the WSP Inspector at the rate of \$100 per hour.
8. This agreement shall terminate as follows:
  - a. Upon the expiration of the 90 days after service of written notice upon the other party;  
or
  - b. At any time, upon agreement of the parties.
9. WSP agrees to defend, indemnify, and hold harmless Newport, and its officials, agents, and employees, from and against all claims, actions, damages, losses, and expenses arising out of or resulting from WSP's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of WSP. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limitators on liability with respect to claims made by third parties.
10. Newport agrees to defend, indemnify, and hold harmless WSP, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Newport's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Newport. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limitators on liability with respect to claims made by third parties.
11. WSP shall carry liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both Bodily Injury and Property Damage. Newport shall be named as an additional insured, and a certificate of said insurance shall be provided to Newport. WSP shall carry Worker's Compensation Insurance as required by Minnesota

Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Newport.

12. Any employee assigned by WSP to perform its obligations hereunder shall remain the exclusive employee of WSP for all purposes including, but not limited to, wages, salary, and employee benefits.
13. In addition to the services listed in Paragraph 2 above, WSP shall, upon request, also provide for and on behalf of Newport:
  - a. Statistical data regarding total inspections, percentages of compliant and non-compliant properties, average repair costs, and other associated data - MCES reporting will not be included with these services.
14. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint parties to any joint powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by WSP as the agent, representative, or employee of Newport for any purpose or in any manner whatsoever except as expressly otherwise provided herein. WSP is to be and shall remain an independent contractor with respect to all services performed under this contract. WSP represents that it has, or will secure at its own expense, all personnel and equipment required in performing services under this contract. Any and all personnel of WSP or other persons, while engaged in the performance of any work or services required by WSP under this contract, and shall not be considered employees of Newport and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against WSP, its officers, agents, contracts, or employees shall in no way be the responsibility of Newport; and WSP shall defend, indemnify, and hold Newport, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Newport, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.
15. The books, records, documents, and accounting procedures of WSP relevant to this Agreement, are subject to examination by Newport and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.
16. This Agreement represents the entire Agreement between WSP and Newport and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

17. WSP and Newport agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. WSP has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the HR Director, WSP., Newport agrees to hold harmless and indemnify WSP from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA by WSP.
  
18. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

**CITY OF WEST ST. PAUL**

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its City Manager

\_\_\_\_\_  
Date

**CITY OF NEWPORT**

By: David P. U  
Its Mayor

FEBRUARY 12, 2020  
Date

By: Debra A. Hill  
Its City Administrator

February 12, 2020  
Date