

CONTRACT FOR PROVIDING SPECIFIED LAND USE AND ZONING SERVICES IN THE CITY OF ROCKVILLE

THIS CONTRACT is by and between the County of Stearns, a body politic and corporate, hereinafter referred to as Stearns County, and the City of Rockville, a body politic and corporate, hereinafter referred to as the contracting city.

WHEREAS, the provision of interim, contracted land use and zoning services is of benefit to the County of Stearns and the contracting city; and

WHEREAS, it is worthwhile and necessary to maintain land use and zoning services throughout the County in order to preserve and protect the public health, safety and welfare; and

WHEREAS, the City of Rockville has requested certain land use and zoning services from Stearns County; and

WHEREAS, the Stearns County Environmental Services Department is authorized by the Stearns County Board of Commissioners to provide land use and zoning services for the City of Rockville.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- A. Stearns County Environmental Services Department staff shall provide consultation to the contracting city on inquiries related to land use and zoning matters within the shoreland areas of the contracting city.
- B. Stearns County Environmental Services Department staff shall provide field inspections, reports and ordinance interpretations for land use and zoning applications for variances, interim use permits, conditional use permits, shoreland alterations, floodplain determinations and construction site permits within the shoreland areas of the contracting city as may be requested by the contracting city. Variances and other permits for these activities will be acted upon and decided by the contracting city.
- C. Stearns County Environmental Services Department staff shall provide consultation, reports, ordinance interpretations and field inspections of land use and zoning applications for feedlots and agricultural operations, rezoning requests and plats throughout the contracting city as may be requested by the contracting city.
- D. Stearns County Environmental Services Department staff shall provide consultation, staff reports and personal testimony on applications for variances, interim use permits and conditional use permits within the

shoreland areas of the contracting city as may be requested by the contracting city.

- E. Stearns County Environmental Services Department staff shall conduct all activities pertaining to administration of the wetland conservation act and the individual on-site sewage treatment provisions of Ordinance Number 422; or successor ordinance and, as long as Stearns County remains delegated during this contract period, the delegated responsibilities of the Minnesota Department of Health and the delegated portions of the state feedlot program.
- F. The contracting city shall make all reasonable efforts to provide timely notice of work requests in order to meet the provisions of Minnesota Statutes, section 15.99; or successor statutes (the "60-day rule") and to give staff ample opportunity to meet application deadlines for Planning Commission and Board of Adjustment issues.
- G. Applications will be received by the contracting city, who will forward them to Stearns County along with an application cover sheet which describes the information and services being requested.
- H. PAYMENT. On a monthly basis, Stearns County shall bill the contracting city for hours spent in providing land use and zoning services requested by the contracting city at the rate of \$45.00 per hour. In the event that travel is required, the contracting city's fee for services shall be calculated from the time of staff departure from the Stearns County Environmental Services Department until the time of return to the Stearns County Environmental Services Department. The contracting city shall reimburse the actual cost to Stearns County for any tests, supplies, materials or special services required to complete the contracted services. Mileage shall be reimbursed at the current rate established by the Stearns County Board of Commissioners, but this amount shall not exceed the maximum allowed by the IRS. Payment is due within sixty (60) days of the billing date.

Fees for other permits and related services shall be reimbursed by the applicant at the current rate established by the Stearns County Board of Commissioners in the Stearns County Fee Schedule.
- I. CONTRACT TERM AND RENEWAL. The term of this Contract shall be from May 1, 2010 or the date this contract is executed by the parties, and shall terminate on December 31, 2012. At the end of the contract term, the contracting city will be given the opportunity to renew this Contract under similar conditions agreeable to both parties. This Contract may be terminated according to the following:

1. In the event that the contracting city and Stearns County mutually agree in writing to terminate this Contract, such termination shall take effect immediately.
2. Either party may terminate this Contract without cause at any time following thirty (30) days written notice given the other party.
3. This Contract may be terminated by either party giving written notice no less than thirty (30) days prior to the beginning of each calendar year within the term of the Contract.
4. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination, including the obligation of the contracting city to pay for services rendered prior to the date of termination.

J. RECORDS DISCLOSURE/AUDIT/RETENTION

Contracting city's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by Stearns County and either the Legislative or State Auditor, for a minimum of six (6) years, pursuant to Minn. Stat. § 16C.05, subd. 5 (1998). Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The contracting city agrees to maintain such evidences for a period of five (5) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

K. MUTUAL INDEMNIFICATION

Each party shall be responsible for any liability arising from it's own negligent or intentional acts or omissions, as well any such acts or omissions of its officers, employees, agents or assigns, to the extent provided for by law. The contracting city agrees to indemnify, defend and hold harmless Stearns County and Stearns County's officers, employees, agents or assigns against any and all claims, liability or loss, including reasonable attorney's fees, arising from the negligent or intentional acts or omissions of the contracting city, its officers, employees, agents or assigns. Stearns County agrees to indemnify, defend and hold harmless the contracting city and the contracting city's officers, employees, agents or assigns against any and all claims, liability or loss, including reasonable attorney's fees, arising from the negligent or intentional acts or omissions of Stearns County, its officers, employees, agents or assigns.

Each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law, and amendments thereto.

L. ENFORCEMENT AND INSURANCE

Both parties acknowledge and agree that all specified land use services provided by the County to the contracting city under this agreement are rendered in relation to ordinances duly adopted by the contracting city's council or in relation to applicable state law or federal law. Nothing in this agreement shall be construed as extending County jurisdiction or the provisions of any County ordinance into the contracting city to any greater extent than may have existed prior to the adoption of this agreement. The contracting city shall be responsible for enforcing and defending its ordinances and land use decisions and regulations. Nothing in this agreement shall be construed as creating an obligation on the part of Stearns County to defend or enforce the ordinances or land use regulations and decisions of the contracting city. It is further understood and agreed by the parties that any land use appeals taken against the contracting city shall be defended by the contracting city or a contracting city insurer and not by Stearns County, the Minnesota Counties Insurance Trust or any other insurer of Stearns County.

M. DATA PRIVACY

For purposes of this Contract all data collected, created, receive, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, or amendments thereto, and the Minnesota Rules implementing the Act now in force or hereafter adopted or amended, as well as federal laws on data privacy. The contracting city shall strictly comply with all statutes and rules. All subcontracts shall contain the same data practices compliance requirements. The person employed by the contracting city to assure compliance with the Minnesota Government Data Practices Act, or amendments thereto, shall be the contracting city's authorized representative, unless the contracting city's responsible authority is specified in this Contract. The remedies available in Minnesota Statutes, Section 13.08, or amendments thereto, apply to the contracting city.

N. AMENDMENTS and MODIFICATIONS

Any alterations, amendments, deletions and waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties.

O. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this _____ day of _____, 2010.

COUNTY OF STEARNS

CITY OF ROCKVILLE

BY: _____

Mark Sakry
Chair
Stearns County
Board of Commissioners
Date _____

BY: _____

Jeff Hagen
Mayor
City of Rockville
Date _____

Randy R. Schreifels
Stearns County Auditor-Treasurer
Clerk
Stearns County
Board of Commissioners
Date _____

Verena Weber, Administrator
City of Rockville
Date _____

Reviewed as to form and execution:

Janelle Kendall
Stearns County Attorney