



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, CED Director
MEETING DATE: July 23, 2019
SUBJECT: Resolution 2019-149 Approving Professional Services Agreement for Electrical Inspections with Brian L. Grey

Background:

The City of Faribault established an electrical inspection program in 2010 via Ordinance 2010-17. The establishment of this program allowed the city to administer the State Electrical Codes locally. Since then, the City of Faribault has both contracted for electrical inspection services and at one time had a full-time electrical inspection position.

The City initially entered into a contract with Brian L. Grey of Five Star Inspection LLC in December 2013. Since then, the City of Faribault has contracted, and renewed contracts for electrical inspection services with Brian L. Grey of Five Star Inspection LLC. The last contract was via Resolution 2017-139 Approving a Two-Year Extension of Professional Services Agreement for Electrical Inspection. Mr. Grey is a master electrician and a qualified electrical inspector. He has satisfactorily performed on all aspects of the professional services agreement and contract.

Recommendation:

Staff is recommending that the City Council approve Resolution 2019-149 Approving a Two-Year Extension of the Professional Services Agreement for Electrical Inspection Services with Brian L. Grey, and authorizing the execution of a renewed Services Agreement (with the same performance and payment terms).

Attachments:

- Resolution 2019-0149

CITY OF FARIBAULT

RESOLUTION #2019-149

**APPROVING PROFESSIONAL SERVICES AGREEMENT FOR ELECTRICAL INSPECTIONS
WITH BRIAN L. GREY**

WHEREAS, the City Council of the City of Faribault (the "City Council") adopted Ordinance 2010-17 which established an electrical inspection program in the City of Faribault (the "City") that is administered and enforced by the City; and

WHEREAS, Brian L. Grey ("Mr. Grey") is a master electrician with over 20 years of experience; and

WHEREAS, Mr. Grey is a qualified electrical inspector in the State of Minnesota; and

WHEREAS, on December 10, 2013, the City Council adopted Resolution 2013-234 which approved an agreement for interim electrical inspection services with Mr. Grey; and

WHEREAS, on May 13, 2014, the City Council adopted Resolution 2014-057 which approved a more permanent, two-year agreement for electrical inspection services with Mr. Grey; and

WHEREAS, on June 14, 2016, the City Council adopted Resolution 2016-123 which renewed the previous electrical inspection services agreement with Brian L. Grey for one year; and

WHEREAS, on July 11, 2017, the City Council adopted Resolution 2017-139 renewing the previous electrical inspection services agreement with Brian L. Grey for two years;

WHEREAS, the City Council finds that Mr. Grey has adequately performed electrical inspection services on behalf of the City; and

WHEREAS, Mr. Grey desires to continue to perform electrical inspection services for the City as an independent contractor; and

WHEREAS, the City Council wishes to enter into a new two-year agreement

allowing Mr. Grey to continue performing electrical inspections on behalf of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARIBAULT, AS FOLLOWS:

1. The City Council hereby approves the Professional Services Agreement with Brian L. Grey in substantially the form presented to the City Council on this date and attached hereto as Exhibit A (the "Agreement").

2. The Mayor and the City Administrator are hereby authorized and directed to execute the Agreement.

Date Adopted: July 23, 2019.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made this ____ day of _____, 2019, by and between Brian L. Grey (the “Contractor”), whose address is 880 Kingsbury Drive, LeSueur, Minnesota and the City of Faribault, a Minnesota municipal corporation, whose address is 208 NW 1st Avenue, Faribault, MN 55021 (the “City”).

RECITALS

WHEREAS, the City is in need of electrical inspection services; and

WHEREAS, the Contractor has agreed to perform these services for the City; and

WHEREAS, the City has been authorized by the City Council to enter into an agreement for services with the Contractor; and

NOW, THEREFORE, the City and the Contractor hereby agree as follows:

TERMS

1.0 SCOPE OF SERVICES.

1.01 The Contractor shall perform electrical inspection services for the City in accordance with City ordinances and state statutes. Such services shall be made available by the Contractor to the City on all weekdays, during all hours that the City offices are open to the public. Services will be requested from the Contractor and overseen by the City through the City’s Building Official and Community Development Director. The City may contract with additional contractors to provide electrical inspection services if it deems necessary.

1.02 The Contractor shall provide the City with detailed written reports documenting each electrical inspection in a form approved by the City Building Official. The Contractor’s inspections and reports must be completed and submitted within one business day of the permit applicant’s request unless otherwise agreed to by the City.

1.03 The Contractor represents that he is a licensed master or journeyman electrician in the State of Minnesota. The Contractor shall, in the execution of the services, conform to all applicable federal, state and local laws, codes, ordinances and regulations, including, but not limited to, any applicable conflict of interest provisions.

1.04 During times when Contractor has not been requested to perform inspections for the City, he may perform inspection services for other entities and engage in such other business activities as will not conflict with his performance of services required under this Agreement. However, the Contractor is prohibited from engaging in

the sale, installation, alteration or repair of electrical wiring and shall not have any financial interest in any concern engaged in any such business.

2.0. TERM. This Agreement shall have a term of two years and, accordingly, shall expire exactly two years from the date first written above. Either party, without cause, may terminate this Agreement by giving 30 days' written notice delivered to the other party at the address written above. After termination, the City shall have no further obligation to the Contractor except to compensate the Contractor for services performed prior to the date of the notice of termination. In the event the Contractor is in violation of the terms of this Agreement, the City may immediately terminate this Agreement by giving the Contractor notice of termination.

3.0 COMPENSATION. The City shall pay the Contractor 80 percent of the total fee (not including State surcharges) received by the City for each electrical permit that is issued by the City and was inspected by the Contractor. The Contractor shall submit to the City, on a monthly basis, itemized statements showing the services performed under this Agreement. Statements submitted by the Contractor shall be paid by the City in the same manner as other claims made to the City.

4.0 INDEPENDENT CONTRACTOR.

4.01 Both the Contractor and the City acknowledge and agree that the Contractor and his subcontractors are independent contractors and not employees of the City. The Contractor understands that the City will not provide any benefits of any type in connection with this Agreement, including, but not limited to, health or medical insurance, workers' compensation insurance and unemployment insurance, public employee retirement benefits, nor will the City withhold any state or federal taxes, including income or payroll taxes, which may be payable by the Contractor.

4.02 The City will provide the Contractor with a work space at a City facility that will include a desk, phone and computer. The Contractor agrees that he will comply with all requirements imposed by the City with respect to the use of these items and facilities. The Contractor must supply all other supplies, equipment, materials, tools and incidentals that are needed to perform services under this Agreement at his own expense.

4.03 The Contractor acknowledges that any general instruction he receives from the City has no effect on his status as an independent contractor.

5.0 INSURANCE. The Contractor must maintain adequate insurance with limits acceptable to the City to protect himself and the City from claims and liability for injury or damage to persons or property for all work performed by the Contractor and his respective subcontractors or agents under this Agreement. The Contractor must name the City as an "additional insured" under his commercial general liability policy. Prior to performing any services under this Agreement, the Contractor must provide evidence to the City that acceptable insurance coverage is effective. The Contractor must notify the City of any changes to his insurance policies.

6.0 WORKERS' COMPENSATION. The Contractor shall have workers' compensation insurance coverage that meets the requirements of Minnesota law. The Contractor shall execute

the form attached hereto prior to commencing the work under this Agreement.

7.0 INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors from any and all claims, losses, liabilities, damages, costs, judgments or expenses (including defense, settlement, and reasonable attorneys' fees) for claims as a result of bodily injury, loss of life, property damage and any other damages arising out of performance by the Contractor or his subcontractors of the services provided by this Agreement and against all losses by reason of the failure of the Contractor or his subcontractors to fully perform, in any respect, all obligations under this Agreement.

8.0 BACKGROUND CHECKS. The City may perform background checks, in accordance with state law, on the Contractor or any of his subcontractors who provide services to the City.

9.0 DATA PRACTICES. The Contractor, his subcontractors and agents shall not provide information or data to anyone outside of the City without written permission from the City Administrator. The Contractor agrees to comply with any requests for data pursuant to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

10.0 RECORDS ACCESS. The Contractor shall provide the City access to any books, documents, papers and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for six years after final payments and all other pending matters related to this Agreement are closed.

11.0 APPLICABLE LAW. The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota.

12.0 ASSIGNMENT. The Contractor shall procure the services of another qualified individual or company to provide services under this Agreement as a subcontractor to perform services under this Agreement in the event that the Contractor is unable or unavailable for a period of more than one day. The Contractor shall obtain the express written approval of the City prior to subcontracting with the individual or company. The Contractor shall also inform the City in advance when the subcontractor will be performing the services on his behalf. The Contractor will be responsible for subcontracting with this individual or company and for all requirements, including compensation that may be required under that contract.

13.0 ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.

14.0 NO WAIVER BY CITY. By entering into this Agreement, the City does not waive its entitlement to any immunities or liability limits under statute or common law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

CITY OF FARIBAULT

By: _____

Kevin F. Voracek

Its: Mayor

By: _____

Timothy C. Murray

Its: City Administrator

CONTRACTOR

By: _____

Brian L. Grey

Five Star Inspections

**PROOF OF WORKERS' COMPENSATION
INSURANCE COVERAGE**

Minnesota Statutes Section 176.182 requires every governmental subdivision entering into a contract for doing any public work to obtain acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Section 176.181, subdivision 2. This information will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statutes Section 176.181, subdivision 2.

This information is required by law, and a contract for the doing of any public work may not be entered into if it is not provided or is falsely reported. Furthermore, if this information is not provided or is falsely reported, it may result in a penalty assessed against your business by the Commissioner of the Department of Labor and Industry.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

INSURANCE COMPANY NAME: _____
(*NOT the insurance agent*)

POLICY NO. OR SELF-INSURANCE PERMIT NO.: _____

DATES OF COVERAGE: _____

- **OR** -

I am not required to have workers' compensation liability coverage because:

- I have no employees covered by the law.
- Other (*specify*): _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARD TO PUBLIC CONTRACTS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

(Signature)