

REQUEST FOR COUNCIL ACTION

Meeting

Date: Oct 13, 2026

AGENDA SECTION: General Business	ORIGINATING DEPT: Administration
ITEM DESCRIPTION: Olmsted County Joint Powers Agreement – Massage Establishment Inspections	PREPARED BY: C.Jefferson
The City of Stewartville and Olmsted County previously entered into a Joint Powers Agreement under which Olmsted County Public Health provided inspection services for massage establishments within the City. The agreement expired in March 2026. Olmsted County has contacted the City regarding continuation of the partnership and has proposed entering into a new agreement. The County has identified proposed changes to the previous agreement, including provisions addressing automatic renewal and updated hourly rates for sanitarians. Under the proposed new agreement: • The agreement would automatically renew unless either party provides notice of its intent to terminate the agreement. • The hourly rate for sanitarians' services would be \$90 per hour beginning in 2027, replacing the prior rate of \$85 per hour. <u>COUNCIL ACTION REQUESTED:</u> Consideration authorizing the City of Stewartville to enter into a new Joint Powers Agreement with Olmsted County for massage establishment inspections.	

CITY OF STEWARTVILLE

OLMSTED COUNTY

JOINT POWERS AGREEMENT

FOR MASSAGE LICENSE INSPECTION SERVICES BETWEEN THE CITY OF STEWARTVILLE
AND OLMSTED COUNTY

THIS AGREEMENT, hereinafter referred to as the "Agreement", is entered into by and between the City of Stewartville, hereinafter referred to as "STEWARTVILLE", and the County of Olmsted, a political subdivision of the State of Minnesota, hereinafter referred to as "OLMSTED COUNTY," both parties being governmental and political subdivisions of the State of Minnesota.

WITNESS:

WHEREAS, OLMSTED COUNTY employs full-time Registered Environmental Health Sanitarian Specialists who conduct environmental health investigations inspections and related code enforcement, and

WHEREAS, OLMSTED COUNTY is willing to assist STEWARTVILLE by providing massage license inspections, investigations and other related code enforcement and licensing activities.

NOW THEREFORE, STEWARTVILLE and OLMSTED COUNTY, pursuant to the authority contained in

Minnesota Statutes. Section 471.59, commonly known as the Joint Powers Act, in order to accomplish the foregoing purposes, agree as follows:

I. OLMSTED COUNTY TO ASSIST

The OLMSTED COUNTY Public Health Department - Environmental Health Division staff will conduct massage license inspections. in coordination with the City or Stewartville City Clerk licensing authority. This assistance would include annual routine initial inspections of all licensed massage establishments by Registered Environmental Health Specialists, including any required inspection reports and other necessary documentation and recording findings, as well as necessary follow-up inspections.

2. OLMSTED COUNTY TO ASSIST OWN JURISDICTION FIRST

It is the express understanding of the parties hereto that the first and foremost priority of the Olmsted County Public Health Department – Environmental Health Division and staff is to provide services to Olmsted County. It is therefore expressly understood that the assistance contracted by this agreement will be provided only if Olmsted County staff can provide such assistance without unduly jeopardizing the protection and needs of Olmsted County.

3. NO LIABILITY FOR FAILURE TO ASSIST

It is expressly understood that neither OLMSTED COUNTY nor its staff shall be in any way liable for any claim based upon a failure for any reason to provide assistance when requested by STEWARTVILLE.

4. OLMSTED COUNTY EMPLOYEES

OLMSTED COUNTY Public Health Department Environmental Health Division staff providing assistance to STEWARTVILLE pursuant to the agreement will remain employees of OLMSTED COUNTY and will be paid by OLMSTED COUNTY, not STEWARTVILLE.

5. PAYMENT TO OLMSTED COUNTY

STEWARTVILLE will reimburse OLMSTED COUNTY for the assistance of the OLMSTED COUNTY Public Health Department Environmental Health Division staff at the rate of \$90.00 per hour.

License application reviews, appeal hearings, administrative search warrants, complex investigations, and other work in the excess or routine license inspection duties will be billed in the amount of \$90.00 per hour.

Fees will increase by 5% per year and rounded to the nearest dollar in increments of five if notice of non-renewal is not given by either party. Payments will be made quarterly during each year that this agreement is in effect. Following termination of this agreement, this paragraph will survive and remain fully enforceable until payment is received by OLMSTED COUNTY.

6. NO LIABILITY TO ASSISTING JURISDICTION FOR DAMAGES

It is expressly understood and agreed that STEWARTVILLE will fully indemnify and hold harmless OLMSTED COUNTY, its officers, agents, and employees against all claims, losses, damage, liability, suits, judgements, costs, and expenses by reason or the action or inaction of OLMSTED COUNTY employees assigned to assist STEWARTVILLE. This

agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations of liability provided by Minnesota Statutes, Chapters 466.

7. DURATION

This agreement will be effective on November 1, 2026. This agreement will remain in full force for a period of 1 year, or until it is terminated in the manner provided herein.

8. RENEWAL

At the end of each contract term, this agreement shall automatically renew for an additional one year term unless the party seeking to terminate the agreement provides the other party with written notice of its intent not to renew this agreement not less than 60 days prior to the end of the contract term. Any change in the terms or rate applicable to a renewal term shall be proposed by the parties and discussed following the receipt of the notice of renewal, prior to the renewal taking effect.

9. TERMINATION

Either party, upon seven days' written notice to the other party, may terminate this agreement with or without cause. Such notice will be delivered to the Department Director of the respective party.

IN WITNESS WHEREOF, STEWARTVILLE and OLMSTED COUNTY have, by action of their governing bodies, caused this agreement to be executed in accordance with the authority or Minnesota Statutes 471.59

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed this ____ day of _____, 2026

CITY OF STEWARTVILLE

By _____
Its Mayor

Attest _____
Its City Clerk

OLMSTED COUNTY

By _____
Its Chairperson of the County Board

By _____
Its County Administrator

Approved as to Form:

City Attorney