

SHORT TERM RENTAL LICENSING AGREEMENT

This Agreement is hereby entered into by and between the **County of Crow Wing** (“the County”) and the **City of Fifty Lakes** (“the City”) as of February, 2023.

Recitals

Whereas, the County enacted a Short Term Rental Ordinance effective January 3, 2023 that regulates and licenses short term rentals; and

Whereas, the City has enacted a Short Term Rental Ordinance that is identical to the Crow Wing County Short Term Rental Ordinance; and

Whereas, the City desires to relinquish Short Term Rental Licensing and have the County undertake said licensing, within the City pursuant to, and consistent with, the County’s Short Term Rental Ordinance; and

Whereas, the City will enforce their Short Term Rental Ordinance; and

Whereas, Minnesota Statutes Section 394.32 authorizes counties and cities to enter into an agreement whereby a county provides to a city planning and zoning services.

Terms

Now, therefore, it is agreed by the County and the City that, as of the date set forth above, the County will license Short Term Rentals for the City, within the incorporated area of the City pursuant to the following provisions:

1. **Scope.** This Agreement applies only to Short Term Rental Licenses. The parties do not intend for the City to relinquish authority over, or the County to take control of, any other aspect of the City’s planning and zoning.
2. **Permit Procedure.** All Short Term Rental Licenses, as required under this agreement, shall be processed and issued entirely by the County using the County’s regular application and permit procedure. The City shall not issue Short Term Rental licenses of any kind, or accept any applications for Short Term Rentals. The County shall be solely responsible for determining whether an application is complete. Appeals from denial of a Short Term Rental license shall

be to the County Administrator. The City shall supply its own attorney or representative for all appellate purposes.

3. Notice to City. The County shall provide the City with a copy of any Short Term Rental License as they relate to properties located within the City. Copies of said documents shall be delivered to the City electronically.
4. Permit Fees. The permit fees for Short Term Rental Licenses shall be paid by the applicant directly to the County in accordance with the current County fee schedule. No portion of the permit fee shall accrue to the City.
5. Inspections. The County shall have the authority to conduct on site inspections as part of the licensing process, as deemed necessary, at no additional charge.
6. Enforcement. The County shall undertake all usual and customary administrative efforts to gain compliance with licensing Short Term Rentals. Upon exhaustion of administrative compliance efforts, unresolved complaints shall be referred to the City for enforcement of the City Code. The County will submit referral information to the City electronically. The parties shall cooperate with each other as necessary to enforce the City ordinance.
7. City Data. The City shall provide the County with copies of any septic compliance inspections or other data as requested by the County for use in fulfilling the County's obligations under this Agreement.
8. Term. The term of this Agreement shall commence upon execution of this agreement by all parties. It shall terminate 11:59 p.m. on December 31, 2023.
9. Termination. This Agreement may be terminated, with or without cause, by delivering a written notice of termination to the other party at least 60 days prior to the date of termination.
10. Compliance with Laws. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.
11. Indemnification. The County shall defend and indemnify the City for all claims for injury, death or property damage of any third person arising out of the County's performance of its obligations under this Agreement, provided that under no circumstances shall the County be required to pay on behalf of itself and other parties any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466. Furthermore, the City shall defend and indemnify the

County for all claims for injury, death or property damage of any third person arising out of the City's performance of its obligations under this Agreement, provided that under no circumstances shall the City be required to pay on behalf of itself and other parties any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466.

12. Miscellaneous.

- a. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes all other written and oral agreements between the parties. Any amendment to this Agreement must be in writing and approved by the governing bodies of both parties before such amendment is effective.
- b. If any provision of this Agreement shall be held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected or impaired thereby.

County of Crow Wing

By: _____
Rosemary Franzen
Crow Wing County Board Chair

By: _____
Timothy J. Houle
County Administrator

By: _____
Don Ryan
County Attorney

City of Fifty Lakes

By: _____
Mayor

By: _____
City Clerk

By: _____
City Attorney