

**JOINT POWERS AGREEMENT
BETWEEN THE LAKETOWN TOWNSHIP AND
DAHLGREN TOWNSHIP FOR
IMPROVEMENT OF AUGUSTA ROAD**

RESOLUTION NO 2024-09

THIS AGREEMENT is entered into between the **DAHLGREN TOWNSHIP**, (hereinafter referred to as "Dahlgren") and **LAKETOWN TOWNSHIP**, (hereinafter referred to as "Laketown"), with the parties collectively hereinafter referred to as the "Parties".

WHEREAS, the Parties desire to provide for the improvement of that portion of Augusta Road shown on the attached Exhibit A (hereinafter "The Project") and

WHEREAS, Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power; and

NOW, THEREFORE, in consideration of their mutual covenants the Parties agree as follows:

1. **FEASIBILITY REPORT.** Laketown's Consulting Engineer will prepare a Feasibility Report for the Project. The completed report is subject to the approval of both Dahlgren and the Laketown.
2. **PLANS AND SPECIFICATIONS.** Laketown's consulting Engineer will prepare plans and specifications for the Project following approval of the Feasibility report by both Parties. The plans and specifications are also subject to the approval of both Parties.
3. **BIDDING.** Laketown will advertise for bids for the construction of the Project in accordance with Minnesota law and will provide Dahlgren with an analysis of the bids received. Laketown must obtain Dahlgren's approval of the lowest responsible bidder's bid before awarding a contract.
4. **CONTRACT AWARD.** Laketown shall prepare contract documents and enter into a contract with the lowest responsible bidder approved by both Laketown and Dahlgren.
5. **COST ALLOCATION.** Project costs shall be paid in accordance with the cost share calculations set forth on the attached Exhibit B, provided that any increase or decrease in project costs shall be reflected in a corresponding increase or decrease in the line item "Townships Share" total column and shall be extended out to each Township in proportion to that Township's Percentage Cost Share shown on the attached Exhibit B. Project costs are: engineering, inspection, testing and constructions costs. Project costs do not include costs associated with the Parties' employees.

6. **OWNERSHIP.** Each party shall own the portion of the Project located within its corporate boundaries.

7. **PAYMENT.** Laketown will act as the paying agent for all Project costs. Payments will be made as the Project work progresses and when certified by Laketown Engineer. Laketown, in turn, will bill Dahlgren for the project costs. Upon presentation of an itemized claim, Dahlgren shall reimburse Laketown for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by Dahlgren, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. **CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS.** Any change orders or supplemental agreements that affect the Project cost payable by Dahlgren and changes to the plans must be approved by Dahlgren prior to execution of work.

9. **RULES AND REGULATIONS.** Laketown shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

11. **INDEMNIFICATION.** Laketown agrees to defend, indemnify, and hold harmless Dahlgren against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Laketown and/or those of Laketown's employees or agents. Dahlgren agrees to defend, indemnify, and hold harmless Laketown against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Dahlgren and/or those of Dahlgren's employees or agents. All parties to this agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

12. **WAIVER.** Any and all persons engaged in the work to be performed by Laketown shall not be considered employees of Dahlgren for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said Laketown's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Dahlgren. The opposite situation shall also apply: Laketown shall not be responsible under the Worker's Compensation Act for any employees of Dahlgren.

13. **AUDITS.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of Laketown and Dahlgren relevant

to this Agreement are subject to examination by Laketown, Dahlgren, and either the Legislative Auditor or the State Auditor as appropriate. Laketown and Dahlgren agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.


14. INTEGRATION. This Agreement supersedes all prior Agreements and understandings between Laketown and Dahlgren regarding the reconstruction of Augusta Road, whether written or oral.


IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

Dated: April 8, 2024

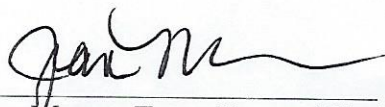
DAHLGREN TOWNSHIP

LAKETOWN TOWNSHIP

BY: 
Jeff Thompson Chairperson

BY: 
_____, Chairperson

AND 
Mary Olson, Town Clerk

AND 
Jean Moore, Town Deputy/Clerk

**EXHIBIT B TO LAKETOWN/DAHLGREN JOINT POWERS AGREEMENT
AUGUSTA ROAD IMPROVEMENT**

Laketown/Dahlgren Cost Share Calculation for Augusta Road Improvement
8-Apr-24

Original cost share formula per 10-9-23 email:

	Original Cost share	Percentage Cost share
Dahlgren	\$ 26,000.00	0.295454545
Laketown	\$ 62,000.00	0.704545455
Township costs	\$ 88,000.00	

	Total	Dahlgren	Laketown
LRIP Engineering	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Townships share	\$ 95,000.00	\$ 28,068.18	\$ 66,931.82
Assessments	\$ 105,000.00		
LRIP Grant	\$ 150,000.00		
	<u>\$ 355,000.00</u>	<u>\$ 30,568.18</u>	<u>\$ 69,431.82</u>