

JOINT POWERS AGREEMENT FOR

CONSTRUCTION AND MAINTENANCE OF 205TH STREET EAST

BETWEEN

THE COUNTY OF DAKOTA

AND

THE TOWNSHIP OF VERMILLION

FOR

COUNTY PROJECT NO. 47-45

SYNOPSIS: Agreement between Dakota County and the Township of Vermillion regarding the construction and maintenance of 205th Street East from County State Aid Highway (CSAH) 85 (Goodwin Avenue) to CSAH 47 (Northfield Boulevard) in the Township of Vermillion, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as the "County", the Township of Vermillion, referred to in this agreement as "Township", and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, 205th Street East between County State Aid Highway (CSAH) 85 and CSAH 47 is under the jurisdiction of the Township;

WHEREAS, County Project (CP) 47-45 is the intersection modifications to the CSAH 47 and 85 intersection including the realignment of CSAH 85 as it crosses CSAH 47 in the Township of Vermillion, Dakota County (the "Project"); and

WHEREAS, the Project also includes the removal of 205th Street East between CSAH 85 and 47 and restoration of the roadway footprint with applicable material including top soil and seed; and

WHEREAS, County staff recommends a joint powers agreement with the Township to define the responsibilities and obligations that will result from the Project.

NOW, THEREFORE, it is agreed that:

1. Project Costs. The County is the lead agency and shall be responsible for all Project costs to complete the intersection modifications at CSAH 47 (Northfield Boulevard) and CSAH 85 (Goodwin Avenue), including removing and restoring to turf that portion of 205th Street East from CSAH 85 to 47.
2. 205th Street East Jurisdiction. Upon completion of the Project, the ownership of 205th Street East between CSAH 85 (Goodwin Avenue) to CSAH 47 (Northfield Boulevard) shall remain with the Township.

3. County Maintenance Responsibilities. Upon completion of the Project, the County shall remain responsible for all maintenance of CSAH 47 (Northfield Boulevard) and CSAH 85 (Goodwin Avenue).

4. Township Maintenance Responsibilities. Upon completion of the Project, the Township shall be responsible for all maintenance of 205th Street East between CSAH 85 (Goodwin Avenue) and CSAH 47 (Northfield Boulevard).

5. Amendments. Any amendments to this Agreement will be effective only after approval by all governing bodies and execution of a written amendment document by duly authorized officials of each body.

6. Effective Date. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue with respect to the Project until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after June 30, 2025.

7. Rules and Regulations. The County shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures. The County shall require the contractor selected to construct the Project to name the parties as additional insureds on its commercial general liability policy.

4. Indemnification. The County agrees to defend, indemnify, and hold harmless the Township 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 the County and/or those of County employees or agents. The Township agrees to defend, indemnify, and hold harmless the County 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 the Township and/or those of the Township 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 any of the parties, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. As provided in Minnesota Statutes, Section 471.59, subdivision 1a, none of the parties are agreeing to be responsible for the acts or omissions of

any other party, and all of the parties shall be considered a single governmental unit for the purposes of determining total liability.

8. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Township, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Township. Any and all persons engaged in the work to be performed by the Township shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the Township's or the Township's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

9. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Township and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the intersection and road construction provided for in this Agreement.

10. Audits. Pursuant to Minnesota Statutes Section 16 C. 05, subdivision 5, any books, records, documents, and accounting procedures and practices of the County and Township relevant to this Agreement are subject to examination by the County, Township and either the Legislative Auditor or the State Auditor as appropriate. The County and the Township agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

11. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA

Erin Laberee (or successor)
Dakota County Transportation
Director/County Engineer
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7100
Erin.Laberee@CO.DAKOTA.MN.US

TOWNSHIP OF VERMILLION

Larry Ring (or successor)
Board of Supervisors Chair
P.O. Box 16
Vermillion, MN 55085
Telephone: (651) 491-6603
vermilliontownship@gmail.com

The Authorized Representative shall obtain authorization to implement or administer any provision of this Agreement from his or her respective governing body as required by the governing body's policies and procedures. The parties shall promptly provide notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses, unless otherwise stated in this Agreement or in a modification of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

TOWNSHIP OF VERMILLION

RECOMMENDED FOR APPROVAL:

Board of Supervisors Chair

Date_____

By _____

Clerk of Township Board

Date_____

APPROVED AS TO FORM:

(SEAL)

Township Attorney

Date_____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Dakota County Engineer

By _____
Physical Development Director

Date: _____

APPROVED AS TO FORM:

Assistant Dakota County Attorney/Date
KS-

COUNTY BOARD RESOLUTION

No. 23- Date: 2/7/2023