

**JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA
AND
RAVENNA TOWNSHIP
FOR TECHNICAL ASSISTANCE IN STREET NAMING
AND ADDRESS ASSIGNMENTS**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County of Dakota (COUNTY) is a governmental and political subdivision of the State of Minnesota; and

WHEREAS, Ravenna Township (TOWNSHIP) is a public corporation and political subdivision of the State of Minnesota, and is located within the COUNTY; and

WHEREAS, the Town Board of Supervisors of the TOWNSHIP is the road authority for town roads located in the TOWNSHIP and is in need of services for the naming of streets and the assignment of addresses in accordance with the TOWNSHIP's ordinance that adopts the Dakota County Uniform Street Naming and Addressing System Procedural Manual (USNAS); and

WHEREAS, the COUNTY, through its GIS Department, is willing to provide the aforementioned services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the COUNTY and the TOWNSHIP shall derive from this Agreement, the parties hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the COUNTY and the TOWNSHIP for services to be provided by the COUNTY to the TOWNSHIP in naming streets and assigning addresses of town roads over which the TOWNSHIP is the road authority.

**ARTICLE 2
PARTIES**

The parties to this Agreement are the County of Dakota (COUNTY) and Ravenna Township (TOWNSHIP).

**ARTICLE 3
TERM**

- 3.1** This Agreement shall be effective the date of the signatures of the parties to this Agreement or the date of the TOWNSHIP's enactment of an ordinance adopting the USNAS as required by Section 3.2, whichever date is later. The Agreement shall remain in effect until December 31, 2010, unless earlier terminated by law or according to the provisions of this Agreement.
- 3.2** The parties to this Agreement understand that this Agreement shall not become effective until the TOWNSHIP enacts an ordinance adopting the USNAS for use by the TOWNSHIP for the street naming and addressing of town roads over which it is the road authority. Until that time, this Agreement has no force and effect and the parties are not bound by the terms of this Agreement.

**ARTICLE 4
COOPERATION**

The COUNTY and the TOWNSHIP agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 5
PARTIES' RESPONSIBILITIES**

- 5.1 ASSISTANCE TO BE PROVIDED.** The COUNTY, through its GIS Department, shall provide technical assistance to the TOWNSHIP in naming streets and assigning addresses of town roads over which the TOWNSHIP is the road authority.
- 5.2 REQUESTS FOR ASSISTANCE.** The TOWNSHIP must request the assistance to be provided under Section 5.1, which said request shall be made in writing by the TOWNSHIP's liaison to the COUNTY's liaison. All requests for said assistance must be made by the TOWNSHIP. The COUNTY will not consider any requests from any other person. The TOWNSHIP is solely responsible for all communications to persons making street naming and/or addressing requests.
- 5.3 COMPLIANCE WITH USNAS.** In naming streets and assigning addresses under this Agreement, the COUNTY shall comply with the applicable provisions of the USNAS.
- 5.4 NOTIFICATIONS.** Following the assignment of street names and/or addresses under the terms of this Agreement, the TOWNSHIP shall provide to the COUNTY's liaison a copy of the TOWNSHIP resolution approving the adoption of the street names and/or addresses. Upon receipt, the COUNTY shall notify the appropriate COUNTY departments of the street name and/or address assignments. The TOWNSHIP shall be responsible for all other notifications related to the street name and/or address assignments.
- 5.5 PAYMENT BY TOWNSHIP.** For requests of assistance made by the TOWNSHIP pursuant to Section 5.2, the COUNTY, through its GIS Department, shall provide 2 hours of professional assistance each calendar year of the term of this Agreement at no cost to the TOWNSHIP. Any unused hours of GIS Department assistance shall not roll over to the subsequent calendar year. Once the 2 hour limit is utilized in any one calendar year, the TOWNSHIP shall pay to the COUNTY an amount based on the current fee for GIS Department professional services using the current year COUNTY fee schedule. When the TOWNSHIP requests assistance pursuant to Section 5.2, GIS Department staff will provide a verbal estimate of the amount of time and cost, if any, of providing the assistance.

For requests requiring payment, the COUNTY shall submit itemized invoices for payment on an annual basis. The TOWNSHIP shall make payment on each invoice within sixty (60) days of the date on which an itemized invoice is received. If the invoice is incorrect, defective, or otherwise improper, the TOWNSHIP shall notify the COUNTY within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the COUNTY, the TOWNSHIP will make payment within thirty-five (35) days.

**ARTICLE 6
INDEMNIFICATION**

It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.

**ARTICLE 7
AUTHORIZED REPRESENTATIVES AND LIAISONS**

7.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice 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:

TO THE COUNTY: Lynn Thompson or successor, Director
Physical Development Division
14955 Galaxie Ave.
Apple Valley, MN 55124

TO THE TOWNSHIP: Carl Reuter successor, Chair
Ravenna Township
Board of Supervisors
20425 Red Wing Blvd
Hastings, MN 55033

In addition, notification to the COUNTY regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

7.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the COUNTY and the TOWNSHIP. The COUNTY and the TOWNSHIP shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY Liaison: Randy Knippel
Telephone: (952) 891-7080

TOWNSHIP Liaison: Caroline Spurgeon, Clerk
Telephone: (651) 480-1902

**ARTICLE 8
MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the authorized representatives of the COUNTY and the TOWNSHIP.

**ARTICLE 9
TERMINATION**

Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

**ARTICLE 10
MINNESOTA LAW TO GOVERN**

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 Dakota, State of Minnesota.

**ARTICLE 11
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 12
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

COUNTY OF DAKOTA

Kelley M. Brown _____
Assistant County Attorney Date

By _____
Lynn Thompson, Director
Physical Development Division
Date of Signature: _____

RAVENNA TOWNSHIP

By *Carl Reuter* _____
Carl Reuter, Chair
Board of Supervisors
Date of Signature: 9-9-2010

County Board Res. No. 09-287
K-09-300-012