

JOINT POWERS AGREEMENT
City of Saint Paul/City of Lauderdale
2020 Street Reconstruction Project including
Como Avenue Improvements between
the West Right-of-Way Line of State Highway 280 and 33rd Street

THIS JOINT POWERS AGREEMENT (the “Agreement”) is made and entered into this day of April , 2020, by and between the City of Saint Paul, a Minnesota municipal corporation (“Saint Paul”), and the City of Lauderdale, a Minnesota municipal corporation (“Lauderdale”).

WHEREAS, Saint Paul and Lauderdale, pursuant to Minnesota Statutes, section 471.59, are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually, and;

WHEREAS, Saint Paul is proposing to conduct roadway reconstruction and associated infrastructure improvements on Como Avenue from T.H. 280 to 33rd Street in 2020 (the “Project”), and;

WHEREAS, a portion of the Project is located within Lauderdale, and;

WHEREAS, Lauderdale wishes to participate in the Project with roadway reconstruction and related infrastructure improvements, and;

WHEREAS, Saint Paul agrees to include Lauderdale’s work, consistent with the design plans, as a part of the Project; and,

WHEREAS, Saint Paul Street Design and Construction Division will provide final plans and specifications for said improvements to Como Avenue.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Saint Paul shall be responsible for the design and construction of the entire Project. The parties agree that:
 - a. Saint Paul shall plan and design the Project, advertise and receive bids, award

the contract, administer the construction and conduct inspections of the Project.

- b. Lauderdale grants to Saint Paul the right to use its portion of Como Avenue and immediately adjacent streets, public rights of way and easements in Lauderdale for purposes of constructing the Project. Lauderdale agrees to cooperate with Saint Paul in the execution of the Project.
2. Lauderdale will pay an estimated amount of \$58,266.00 to Saint Paul for the roadway improvements to Lauderdale's portion of Como Avenue. Lauderdale will specially assess the benefited Lauderdale property owner for this amount. Lauderdale will also pay an estimated amount of \$48,353.13 to Saint Paul for the improvements to Lauderdale's sewer system. Should actual costs exceed the combined estimated amounts, Saint Paul and Lauderdale will confer to determine how to handle the additional costs.
3. Saint Paul and Lauderdale hereby agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs, and expenses, including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this Agreement or for damages caused to other parties as a result of the manner in which Saint Paul or Lauderdale perform or fail to perform duties imposed on each party by the terms of this Agreement. Under no circumstance, however, shall either party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466. The limits of liability for the parties may not be added together to determine the maximum amount of liability for either party.
4. This Agreement shall remain in full force and effect until terminated by mutual agreement of Saint Paul and Lauderdale or upon completion of the Project and expiration of any applicable warranty periods, whichever occurs first.
5. It is agreed that, except as specifically provided herein, neither party, by the execution of this Agreement, relinquishes any rights or powers possessed by it

9. This Agreement shall be interpreted under the laws of Minnesota.
10. This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Dated

CITY OF SAINT PAUL

_____, 2020

By _____
Melvin W. Carter III, City of Saint Paul Mayor

By _____
City of Saint Paul Public Works Director

By _____
City of Saint Paul Attorney

By _____
City of Saint Paul Director OFS

Dated

CITY OF LAUDERDALE

April 14, 2020

By _____
Mary Gaasch, Mayor

By _____
Heather Butkowski, City Administrator-Clerk

This Agreement was drafted
by the City of Saint Paul.