

**CITY OF BREEZY POINT AND IDEAL TOWNSHIP
COUNTY OF CROW WING
STATE OF MINNESOTA**

PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT

This Agreement is made between the City of Breezy Point (“Breezy Point”) and Ideal Township (“Ideal”),

WHEREAS, Ideal and Breezy Point desire to obtain certain public works services from each governmental unit; and

WHEREAS, Ideal and Breezy Point agree to furnish road maintenance and repair services for Buschmann Road, Ossawinimakee Road, Forest Knolls Road, Graf Road, Sunset Strip and Wild Turkey Trail on the terms and conditions set forth herein;

NOW THEREFORE, it is agreed as follows:

- I. **EFFECTIVE DATE:** This Agreement is made this 1st day of January 2027, and is effective upon adoption and execution by Breezy Point and Ideal.
- II. **PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Breezy Point and Ideal will exercise public works services within the boundaries of the City and Township. Breezy Point and Ideal hereby agree to provide public works services for each entity and hereby engage each entity to provide such service in accordance with and subject to the terms of this agreement.
- III. **LEGAL BASIS:** This Agreement is made pursuant to Minnesota Statutes Section 471.59. Further, neither party waives its tort liability limits under Chapter 466 of the Minnesota Statutes.
- IV. **ADMINISTRATION AND SERVICES:** The administration of public works services under this Agreement shall be the sole responsibility of the appropriate officials of the City and Township. It is further agreed that the Ideal Board Chairman or his or her designee, shall confer with the Breezy Point Mayor or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.
- V. **PERSONNEL POLICIES AND FRINGE BENEFITS:** All personnel used in providing public works service under this Agreement shall be and remain employees of each governmental unit.

VI. **TERM OF AGREEMENT:** This Agreement shall be effective as of January 1, 2027 and shall continue to December 31, 2032. This Agreement shall be in effect as determined above unless terminated by either party. Termination of the Agreement by either party shall be effective by serving the other party with a written notice of termination not less than ninety (90) days prior to the date of termination of the Agreement. Either party, at its option, may terminate the Agreement as set forth above if the other party fails to comply with the terms and conditions of this Agreement. The parties also agree that this Agreement may be renewed on an annual basis upon agreement of both parties. Renewal of the Agreement may be by written resolution of both parties prior to expiration of the Agreement term.

VII. **ASSUMPTION OF LIABILITY:**

1. Breezy Point agrees to assume all liability for Breezy Point's personnel arising out of public works services performed pursuant to this Agreement and Ideal agrees to assume all liability for Ideal personnel arising out of services performed pursuant to this Agreement.
2. Each party agrees that the acts of its employees and agents for any activity other than public works services identified herein shall be its responsibility and each party indemnifies the other from any claims arising out of non-public works activities caused by each party.
3. Breezy Point shall not be deemed to assume any liability for intentional misconduct of Ideal Township personnel or any agent or employee thereof. Ideal Township shall defend Breezy Point, its officers, employees, and agents against, indemnify and hold Breezy Point harmless from any claim for damages resulting from the performance of the services by Ideal Township under this Agreement.
4. Ideal shall not be deemed to assume any liability for intentional misconduct of Breezy Point's personnel or any agent or employee thereof. Breezy Point shall defend Ideal, its officers, employees, and agents against, indemnify and hold Ideal harmless from any claim for damages resulting from the performance of the services by Breezy Point under this Agreement.
5. Breezy Point and Ideal shall maintain comprehensive municipal liability coverage and automobile liability coverage in an amount equal to or greater than the maximum liability applicable to municipalities under Minnesota Statutes, Section 466.04, subd. 1., as amended. Breezy Point and Ideal shall add the other party as an additional insured to its liability coverage for claims that may arise under this agreement Breezy Point and

Ideal shall also maintain workers' compensation insurance on their employees performing services under this agreement.

6. Under no circumstances shall a 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 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.
7. Ideal/Breezy shall be responsible for repairing any mailboxes that are hit by the snowplow provided they comply with Minnesota Rules Chapter 8818 and are properly installed as shown in Minnesota Standard Plate No. 9350A. Mailboxes that are damaged as a result of the snow thrown from the snowplow shall not be the responsibility of Ideal or Breezy.

VIII. SCOPE AND DESCRIPTION OF SERVICES:

BY CITY OF BREEZY POINT

Buschmann Road (shared portion .5 miles)	Summer and Winter
Buschmann Road (Ideal portion .2 miles)	Winter
Wild Turkey Trail (Ideal portion .2 miles)	Winter

BY IDEAL TOWNSHIP

Ossawinimakee Road (shared portion .7 miles)	Summer and Winter
Graf Road (.1 miles)	Summer and Winter
Sunset Strip (.2 miles)	Summer and Winter
Forest Knolls (.1 miles)	Summer and Winter

MAINTENANCE RESPONSIBILITIES

1. **Winter Maintenance:** Plowing and sanding
2. **Summer Maintenance:** Mowing and minor pothole repairs
3. **Materials:** Materials put on line roads will be a cost-share project. Any materials put on a line-share road must be done with the approval of both the City Council and the Township Board. If approval is not given, cost-share materials can be denied.

4. **Minor Repairs:** Minor pot holes or shouldering repairs to be done by each perspective entity.
5. **Repairs:** Road surface and shoulders will be done by joint agreement for entire roadway with costs split in proportion to road ownership.
6. **Tree Removal:** Removing trees from the road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the entity who owns the road on that portion in which the trees are located.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day first above written.

CITY OF BREEZY POINT

IDEAL TOWNSHIP

By: _____
Its: Mayor

By: _____
Its: Town Board Chair

By: _____
Its: City Clerk

By: _____
Its: Town Clerk

Date: _____

Date: _____