

## REQUEST FOR COUNCIL ACTION

Originating Department  
Street

Requested By:  
Rick Hansen

Date:  
4/20/11

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Council approval is needed to make the adjustments for the purchase of the Air Patching equipment.

### Budget Amendment

Decrease Designated Funds 101-43100-317    -\$9100 (\$8500 Plus \$584.38 tax)  
Increase Budget 101-43100-317                    + 9100

Journal Entry reflecting the reduction in Designated Fund  
DR Designated Fund  
CR Unreserved Fund

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ Vote \_\_\_\_\_

**JOINT POWERS AGREEMENT  
ROCKVILLE, COLD SPRING & RICHMOND  
PURCHASE & USE OF AIR PATCHING EQUIPMENT**

The City of Rockville, City of Cold Spring, and City of Richmond (collectively, "Cities" and individually, by their common names) make this Agreement pursuant to the authority conferred upon the Cities by Minnesota Statutes §471.59.

1. **PURPOSE.** The Cities have been working together to provide more efficient services to each community. The Cities seek to jointly acquire air patching equipment ("Equipment") and establish rules for the shared use of the Equipment by the Cities.

2. **EFFECTIVE DATE.** This Agreement shall be effective upon the latest date all three Cities execute the Agreement.

3. **MEMBER SHARE OF COSTS.** The costs of ownership and maintenance of said Equipment shall be the ultimate responsibility of the member Cities. The initial cost is \$8,500.00 per city. The cost shall be borne equally by each City, and each City agrees to take whatever means necessary to reimburse for costs. Each member city is responsible for paying the cost of materials necessary to complete projects in their city.

A. **Maintenance Cost.** The City of Cold Spring's mechanic shall be the principle mechanic for repairs for the Equipment at an hourly rate equal to the current hourly amount of the position's wage and benefits. Any amount of repairs or maintenance estimated to be over \$500 must be disclosed to the other cities to determine if the cost is justified in relation to the current condition and estimated replacement value of the Equipment.

4. **STORAGE OF EQUIPMENT.** The principle storage location for the Equipment will be at the City of Cold Spring Public Works Facility.

5. **USE OF EQUIPMENT.** The Equipment shall be rotated to each City on a weekly basis. The week is defined as Monday through Sunday. The rotation shall begin upon the execution of this agreement and determined by an acceptable method of the three parties. Should a situation arise in which a City needs the equipment in an emergency situation, the City in possession of the Equipment shall make every reasonable effort to accommodate the emergency request. A City may also yield or exchange its rotation time to either or both of the two other Cities for an unlimited period.

A. **Outsourcing.** Outsourcing the equipment is not permitted at the time of this agreement. The option will be evaluated for availability, liability, and as a possible revenue source. The option may be considered at a later date as an amendment to this agreement.

6. TERMINATION. Upon termination of this Agreement, all property purchased or owned pursuant to this Agreement together with monies on hand, shall be distributed to the member Cities. Such distribution of monetary and personal property assets shall be made equally to all Cities.

7. WITHDRAWAL. A City may withdraw from this Agreement upon satisfying all of the following conditions:

- A. Providing six (6) months written notice to the other Cities;
- B. Payment of all amounts in arrears at the time the notice was received;
- C. Upon withdrawal, the withdrawing City, shall be paid 1/3 of the depreciated value of the Equipment by the other two Cities; and
- D. The Equipment is determined to be fully depreciated in 5 years annually prorated from the beginning date of this agreement.

8. WORKERS COMPENSATION. Each City shall be responsible for injuries or death of its own personnel. Each City will maintain workers' compensation insurance covering its own personnel. Each City waives the right to sue any other City for any workers' compensation benefits paid to its own employee.

9. TORT LIMITS AND INDEMNIFICATION. It is understood and agreed that nothing in this Agreement shall affect or otherwise constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any City for any act or omission for malfeasance in office, willful neglect of duty or bad faith. The limits of liability for some or all of the Cities may not be added together to determine the maximum amount of liability for any City.

Each member City shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other Cities, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the City, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement, subject to the limits on liability under Chapter 466.

IN WITNESS WHEREOF, the undersigned Cities, by action of their City Councils, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

**CITY OF COLD SPRING**

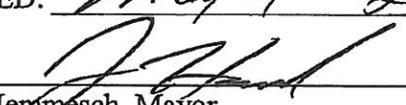
DATED: \_\_\_\_\_

\_\_\_\_\_  
Doug Schmitz, Mayor

\_\_\_\_\_  
Paul Hetland, Administrator

**CITY OF RICHMOND**

DATED: May 4<sup>th</sup> 2011

  
\_\_\_\_\_  
Jim Hennrich, Mayor

  
\_\_\_\_\_  
Martin Bode, Administrator/Clerk

**CITY OF ROCKVILLE**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jeff Hagen, Mayor

\_\_\_\_\_  
Verena M. Weber, Administrator/Clerk