

**JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF PLYMOUTH
AND
THE CITY OF MEDICINE LAKE**

This Agreement (“Agreement”) is entered into this ____ day of _____, 2022 (“Effective Date”) by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“Plymouth”) and the **CITY OF MEDICINE LAKE**, a Minnesota municipal corporation (“Medicine Lake”) hereinafter referred to individually as a “City” and together as the “Cities.”

RECITALS

WHEREAS, Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting cities; and

WHEREAS, the City of Plymouth employs designated staff for water production and distribution; and

WHEREAS, Medicine Lake desires to have Plymouth provide potable water service to Medicine Lake.

NOW, THEREFORE, Plymouth and Medicine Lake agree as follows:

1. **POTABLE WATER SERVICES.** Plymouth will provide potable water service to the City of Medicine Lake as an extension of the City of Plymouth’s water system. The City of Plymouth shall own and operate said water system within the limits of the City of Medicine Lake, and the City of Medicine Lake shall adopt all of Plymouth’s current potable water codes and ordinances as well as future amendments.

2. **EMPLOYEE STATUS.** Plymouth employees working to provide potable water service to Medicine Lake shall remain employees of Plymouth and shall not be deemed employees of Medicine Lake for any purpose. Plymouth shall maintain all required workers’ compensation insurance on such employees.

3. **INDEMNIFICATION.** Each City shall be liable for its own acts and the results thereof to the extent provided by law and each City agrees to defend, indemnify and hold harmless the other (including its officials, employees, volunteers and agents), from any liability, claims, causes of action, judgments, damages, losses costs or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of the other City, anyone directly or indirectly employed by the other City, and/or anyone for whose acts and/or omissions the other City may be liable, in the performance or failure to perform its obligations under this Agreement. Each City’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The Cities agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the Cities shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

a. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have agreed in writing

to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.

b. *Duty to Notify.* Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against that City, its employees, officers, agents, or subcontractors, which arises out of the services contained in this Agreement and should also notify the other City whenever any City has a reasonable basis for believing that the City, and/or its employees, officers, agents or subcontractors, and/or the other City might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement.

4. **PAYMENT FOR SERVICES.** Medicine Lake shall be responsible for the following charges:

- a. All engineering, design, and construction of the new water system extended into Medicine Lake.
- b. Medicine Lake shall pay Plymouth an annual fee of \$21,600 starting January 1, 2023, to cover annual maintenance operations and a 3% inflator annually thereafter. As homes connect this fee will be reduced proportionately (based on a total of 136 curb stops available for connection) and furthermore, the fee will be eliminated upon 75% of the 136 curb stops being connected to the water system.
- c. A water area charge (“WAC”) in the amount of \$471,292.50 is owed to Plymouth based on 95.5 acres of serviceable area within Medicine Lake. Of this amount, 25% shall be due on January 1, 2023, with the remaining 75% collected with each permit as homes connect to the water system (approximately \$2,599 per property, assuming 136 total curb stop connections.) Effective January 1, 2024, the outstanding balance of the WAC charge shall increase at an annual rate of three (3%). Homes connecting after January 1, 2024, will pay a proportionate share of the then outstanding balance.
- d. All other permit fees and building permit costs required as part of the water service connection will be paid by Medicine Lake homeowners upon time of connection when permitted through the City of Plymouth at the Council set rates for that year. This includes but is not limited to the Residential Equivalent Connection Charge (WREC), Water Connection Permit, Plumbing Permit, and Meter Fee.
- e. A capital depreciation charge of double the then-current annual maintenance operation fee will be levied annually after 10 years if 75% of the 136 available curb stops are not connected to the water system. The capital depreciation charge shall terminate at such time as seventy-five (75%) of the 136 curb stops connect to the water system.
- f. Plymouth shall reimburse the City of Medicine Lake for design and construction of the potable water extension and road work associated with 15th Avenue within the limits of the City of Plymouth. Plymouth shall have the opportunity to review and approve all costs associated with the design and construction of the improvements associated with 15th Avenue.

5. **TERM.** This Agreement is for a period of fifteen (15) years (the “Initial Term”) from the Effective Date, except that the Agreement shall automatically renew for successive one (1) year terms (each a “Renewal Term”) unless either party provides written notice of termination of the Agreement not less than one hundred eighty (180) days before the end of the Initial Term or the end of any Renewal Term.

6. **MINNESOTA GOVERNMENT DATA PRACTICES ACT** (Minn. Stat.Chap.13 and related statutes). All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of the Agreement is governed by the Minnesota Government Data Practices Act (Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

7. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement of the parties related to street sweeping services. The JPA entered into between the two parties in July 2011 is hereby terminated.

8. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.

9. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

- a. Notice to: City of Plymouth
City Manager
3400 Plymouth Boulevard
Plymouth, Minnesota 55447

- b. Notice to: City of Medicine Lake
City Clerk
10609 South Shore Drive
Medicine Lake, Minnesota 55441

CITY OF PLYMOUTH

By: _____

Jeffry Wosje, Mayor

And: _____

David Callister, City Manager

CITY OF MEDICINE LAKE

By: _____

Scott Marks, Its Mayor

And: _____

Therese Polum, Its City Clerk