

**COOPERATIVE MAINTENANCE STAFF AGREEMENT BETWEEN
LENT TOWNSHIP AND CITY OF STACY**

THIS AGREEMENT, entered into by and between the **TOWN OF LENT (“LENT”)**, a Minnesota political subdivision, and the **CITY OF STACY (“STACY”)**, a Minnesota municipal corporation, is effective upon the execution of this Agreement by the named officers of the town and city.

RECITALS

WHEREAS, STACY is in need of Maintenance Staff services and is without the staff necessary to provide these services; and

WHEREAS, LENT employs a Maintenance Staff who are capable of providing the services required by STACY; and

WHEREAS, Minnesota Statute Section 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed as follows:

1. SERVICES.

A. LENT shall provide Maintenance Staff as needed by STACY for a rate of Ninety and No/100 dollars (\$90.00) per hour per employee with a minimum of four hours.

B. LENT shall be solely responsible for compensating the assigned Maintenance Staff engaged in providing Maintenance Staff services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of LENT. In addition, LENT shall be solely responsible for worker’s compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, FLSA, and FMLA. LENT shall retain the authority to control the Maintenance Staff, including the right to hire, fire, and discipline the Maintenance Staff.

C. STACY will provide the necessary office, equipment, and supplies for the assigned Maintenance Staff to provide the services required hereunder and will bear all costs attendant thereto.

D. STACY will coordinate scheduling of work to be performed by the assigned Maintenance Staff and shall seek approval of all scheduled hours to be performed under this Agreement from the LENT Town Clerk or the Town Clerk's designee.

E. STACY'S City Clerk shall be responsible for assigning and directing work to be performed by the Maintenance Staff for STACY.

2. PAYMENT. STACY upon presentation of a monthly, detailed billing of services provided and time spent pursuant to this Agreement, will compensate LENT for the Maintenance Staff services.

3. INDEMNIFICATION. LENT agrees to assume sole liability of any negligent or intentional acts of the assigned Maintenance Staff while performing the assigned duties within the jurisdiction of both the town and the city. The town and city agrees to indemnify, defend, and hold harmless the other political subdivision and its council members, employees, and agents from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney fees resulting from or related to the actions of each political subdivision, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence.

4. TERM. The term of this Agreement shall be one (1) year commencing from July 18, 2022 and shall annually renew thereafter, unless earlier terminated by either party as provided under this Agreement. The city and town will establish the Maintenance Staff's hourly rate prior to the beginning of each annual renewal.

5. TERMINATION, SEPARABILITY.

A. This Agreement may be terminated by either party upon ninety (90) days' written notice provided to the respective Town Clerk of LENT or City Clerk of STACY or by less than ninety (90) days' notice upon mutual agreement of the parties.

B. Upon termination, any and all records or property in the possession of each party will be returned to the appropriate party.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions will remain in effect.

6. REVISIONS TO AGREEMENT. Both parties acknowledge that modifications to this Agreement may be necessary to ensure an effective, on-going working relationship. To that end, LENT and STACY shall use their best efforts to ensure the viability of this Agreement into the future. However, any alterations, variations, modification, or waivers of provisions to this Agreement will only be valid when they have been reduced to writing and duly signed, and attached hereto.

IN WITNESS WHEREOF, LENT and STACY have caused this Agreement to be duly executed effective on the day and year last entered below.

Dated: _____

TOWN OF LENT

By: _____

Its: Chairperson

By: _____

Its: Town Clerk

Dated: _____

CITY OF STACY

By: _____

Mark Utecht
Its: Mayor

By: _____

Sharon Payne
Its: City Clerk