

Resolution 2018-6: Establishing a Contract for Services with the Little Rock Lake Association

WHEREAS, Watab Township, Benton County, Minnesota (hereinafter "Town") is authorized under Minn. Stat. § 365.10, subd. 14 to contract with nonprofit organizations for up to \$10,000 a year for health, social, and recreational services if authorized by the town electors and the Town Board considers the services to be in the public interest and good for the town; and

WHEREAS, Little Rock Lake Association (hereinafter "Organization") is a nonprofit organization that has the capability to provide health, social, or recreational services to those within the Town; and

WHEREAS, at the annual Town meeting held on March 14, 2017, the Town electors voted to authorize Town to expend up to \$1,500 to contract for services from the Organization; and

WHEREAS, the amount authorized to be expended on the contract with Organization does not cause Town to exceed the \$10,000 cumulative limit that can be expended under Minn. Stat. § 365.10, subd. 14 in a year; and

WHEREAS, the Town Board of Supervisors considers the services delivered by Organization to be in the public interest and good for the Town to promote greater recreational use of Little Rock Lake & to prevent storm water runoff through erosion in the Town;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other valuable consideration the receipt of which is hereby acknowledged, Town and Organization agree as follows:

1. Services Provided. Organization agrees to provide or make available the following services to those living within Town: provide the local matching funds to drawdown the waters of Little Rock Lake to reduce phosphorus and promote plant growth for prevention of shoreline erosion.
2. Term. This Agreement shall be in effect for one year from the date of execution indicated below:

Date: February 7, 2018

3. Cost. Town agrees to pay Organization a lump sum of \$1,500 for the services it has provided under this Agreement.
4. Indemnification, Hold Harmless, and Defend. All claims that arise or may arise against Organization, its agents, servants, or employees as a consequence of any act or omission on the part of the Organization or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of

Town. Organization shall indemnify, hold harmless, and defend Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees which Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Organization, its agents, servants or employee, in the execution, performance, or failure to adequately perform Organization's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by Town of any statutory limits or immunities from liability.

5. Independent Contractor. Organization acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Town and Organization or of any obligations or commitments beyond the terms of this Agreement.
6. Modification and Termination. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valued when they have been reduced to writing and signed by Town and Organization. Town may terminate this Agreement, with or without cause, upon 30 days written notice.
7. Legal Compliance. Organization shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Organization is responsible. Organization shall procure, at Organization's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 7th day of February, 2018.

Watab Township

By: 

Chairperson's Signature

Date: 2-7-18

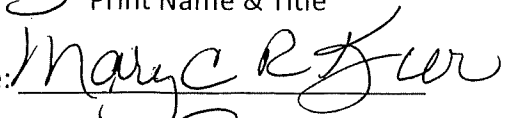
Attest: 

Clerk

Little Rock Lake Association

By: MARY C. R. Kivi

Print Name & Title

Signature: 

Date: 2-7-18