

**JOINT POWERS AGREEMENT  
BETWEEN CITY OF BLAINE AND ANOKA-HENNEPIN SCHOOL DISTRICT**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Blaine, Minnesota, (“City”), 10801 Town Square Drive NE, Blaine, MN 55449; and the Anoka-Hennepin School District (“District”), 2727 North Ferry Street, Anoka, MN 55303;

WHEREAS, pursuant to the provisions of Minnesota Statutes § 471.59, City and District are authorized to enter into an agreement to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, City and District have agreed to share the use of playgrounds located on District property at the Lever Street Elementary School 12576 Lever Street Blaine, MN 55449; and

WHEREAS, District desires to permit City and its residents to use its playgrounds subject to certain hourly restrictions; and

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties as follows:

1. **Purpose.** The purpose of this agreement is to define the rights, obligations and responsibilities of the City and District with respect to the joint use of the playgrounds located at the Lever Street Elementary School.
2. **Term.** This Joint Powers Agreement will become effective on September 2, 2019 and shall continue in full force until all obligations set forth in this Agreement are satisfied.
3. **Contacts.** The City’s Authorized Agent for purposes of administration of this Agreement is Nate Monahan, Recreation Manager, or his designee or successor. The District’s Authorized Agent for the purposes of administration and of this Agreement is Steven Anderson, Director of Buildings and Grounds, or his designee or successor.
4. **District’s Responsibilities.**
  - a. District will allow the playground area to be used by Blaine residents and the general public when the Lever Street Elementary School is not in session.
  - b. District will construct a 20’ x 20’ shelter in the playground area.
  - c. District will further enhance the surface turf around the playground area, beyond what it is currently budgeted for.
  - d. District will collaborate with City staff to produce the final concept of construction of the playground area.

5. **City Responsibilities.**
  - a. City will collaborate with District staff to produce the final concept of construction of the playground area.
  - b. City will reduce District's Park Dedication fee as set forth in paragraph 6 below.
6. **Payment.** The parties shall each bear their own costs in connection with activities carried out pursuant to and in furtherance of this Agreement. In addition, and in consideration for use of District property, City will reduce the Park Dedication fee required for the District construction of the Lever Street Elementary School by \$100,000 from \$133,920 to \$33,920.
7. **Independent Contractor.** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto.
8. **Liability and Insurance.** As set forth in Minnesota Statute §471.59, each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Nothing in this Agreement waives any limitation of liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §3.732 et. seq. or any other applicable law. Each party warrants that it has purchased insurance or self-insurance policy.
9. **Non-Assignability.** District shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the City.
10. **Data Practices.** All data collected, created, received, maintained or disseminated for any purpose in the course of the performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
11. **Alteration.** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.
12. **Interpretation of Agreement; Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the Anoka County District Court.
13. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

**CITY OF BLAINE**

**ANOKA-HENNEPIN SCHOOL DISTRICT**

\_\_\_\_\_  
Tom Ryan, Mayor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Clark Arneson, City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

