

**JOINT POWERS AGREEMENT
FOR THE JURISDICTIONAL CHANGE AND REHABILITATION OF
COUNTY ROAD 87 (105TH AVENUE) FROM
TRUNK HIGHWAY 65 TO
COUNTY STATE AID HIGHWAY 52 (RADISSON ROAD)**

This Agreement made and entered into this 16th day of October, 2014, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Blaine, a municipal corporation under the laws of the State of Minnesota, 10801 Town Square Drive, Blaine, Minnesota 55449 hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties of this agreement have long exhibited concern for the jurisdiction of certain roadways; and,

WHEREAS, the parties to this agreement consider it mutually desirable to remove CR 87 from the County System; and,

WHEREAS, the parties of this agreement agree that CR 87 should be turned back to the City of Blaine; and,

WHEREAS, the parties of this agreement have long exhibited concern for the deteriorating condition along CR 87; and,

WHEREAS, the County will initially fund a certain level of rehabilitation for the existing section of CR 87 in exchange for removing the road from the County jurisdiction; and,

WHEREAS, the parties agree that it is in their best interest that the City cause any additional geometric improvements after it has assumed jurisdiction; and

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each; and

WHEREAS, Minnesota Statute 163.11 describes powers related to highways, including the revocation of county roads to cities.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of jurisdictional changes to CR 87.

II. METHOD

A. The County shall revoke CR 87 from TH 65 to CSAH 52 (Radisson Road), from its System by resolution and as provided by law, effective May 1, 2015.

III. COSTS

A. The County will pay to the City for the cost of rehabilitation of CR 87 as if it were to remain under County jurisdiction. This is estimated at \$1,123,000.

B. Following the execution of this agreement, the County shall pay the City a lump sum of payment of \$500,000, following written request by the City. The remaining \$623,000 shall be paid upon written request by the City, following May 1, 2015.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

IX. MAINTENANCE

A. The County shall maintain CR 87 thru April 30, 2015. This shall include all routine winter maintenance activities such as snow and ice removal and pothole patching to an acceptable driving surface. The City shall maintain 105th Avenue thereafter.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of City of Blaine, 10801 Town Square Drive, Blaine, Minnesota 55449, on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT/REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
Board of Commissioners

Dated: _____

CITY OF BLAINE

By: _____
Tom Ryan
Mayor

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

Dated: _____

By: _____
Clark Arneson
City Manager

Dated: _____

RECOMMENDED FOR APPROVAL

By: _____
Douglas W. Fischer, P.E.
County Engineer

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____