

**JOINT POWERS AGREEMENT
FOR LOCAL COST PARTICIPATION IN THE TH 65 CORRIDOR STUDY
FROM 81ST AVENUE IN THE CITY OF SPRING LAKE PARK
TO BUNKER LAKE BLVD NW IN THE CITY OF HAM LAKE
(CP 18-57-00 / CP 18-15)**

THIS AGREEMENT is made and entered into this ___ day of _____, 2018 by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to perform a detailed study of the TH 65 corridor between 81st Avenue NE in the city of Spring Lake Park to Bunker Lake Blvd NE in the city of Ham Lake; and,

WHEREAS, said parties mutually agree that TH 65 is a critical corridor for freight, transit, and commuter traffic which serves residents, businesses, and industry in Anoka County as well as the surrounding region; and,

WHEREAS, the Minnesota Department of Transportation (MnDOT) has released a request for proposals (RFP) for the TH 65 Corridor Study, chosen a consultant, and is currently negotiating the specific terms of the contract; and,

WHEREAS, Anoka County and the city of Blaine have a keen interest in the development and finalization of the TH 65 Corridor Study, specifically as it relates to the future economic and public impacts the study results will have on the local communities; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said study be shared; and,

WHEREAS, Minn. Stat. § 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:

I. PURPOSE

The parties have joined together for the purpose of completing the TH 65 Corridor Study between 81st Avenue NE in the city of Spring Lake Park and Bunker Lake Blvd NE in the city of Ham Lake. The City and County see future value in the anticipated corridor improvement recommendations and have committed to help fund the study. MnDOT is the lead agency for the study, but the City, County, and local community will play an important role in developing corridor improvements and prioritizing potential projects. The County project number for work associated with the study is CP 18-57-00 and the City project number is CP 18-15.

II. METHOD

The MnDOT shall cause the completion of the TH 65 Corridor Study. The City and County are committed funding partners and will play a key role in development of corridor improvement alternatives.

III. COSTS

The estimated cost of the study is \$800,000.

The City and County have each committed \$100,000 toward the completion of the study. A combined total of \$200,000.

To expedite the transfer of funds from the City to MnDOT, the County is willing to act as the pass-through agent. Following the execution of this agreement, the County will invoice the City an amount not to exceed \$100,000. Once the funds are received, the County will transfer said funds via a MnDOT and Anoka County Master Partnership Work Order Contract.

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 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 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. NOTICE

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

X. INDEMNIFICATION

The City and 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.

XI. 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.

XII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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

COUNTY OF ANOKA

CITY OF BLAINE

By: _____
Jerry Soma
County Administrator

By: _____
Tom Ryan
Mayor

Dated: _____

Dated: _____

By: _____
Clark Arneson
City Manager

Dated: _____

RECOMMENDED FOR APPROVAL:

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

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Dan Klint
Assistant County Attorney

By: _____
Patrick Sweeney
City Attorney

Dated: _____

Dated: _____