

**JOINT POWERS AGREEMENT
FOR LOCAL PARTICIPATION IN THE HIGHWAY 65 ACCESS IMPROVEMENTS
AT 99th AVENUE, 105th AVENUE AND CSAH 12 (109th AVENUE)
IN THE CITY OF BLAINE, MN**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 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, a municipal corporation of the State of Minnesota, 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 improve traffic operations along Highway 65 by replacing and redesigning the existing intersections along Highway beginning at 99th Avenue and continuing through 117th Ave.\Cloud Drive, including access control at Highway 65 and 105th Avenue with backage and frontage roads connecting 99th Avenue and CSAH 12 (109th Avenue); and,

WHEREAS, the parties mutually agree that Highway 65 is a vital corridor for freight, transit, commuter traffic, as well as a critical connection to communities across Minnesota; and,

WHEREAS, Minnesota Department of Transportation (MnDOT) in cooperation with the City and County has recently been working on a Planning and Environmental Linkages (PEL) study along the Highway 65 corridor to define highway improvement needs along the corridor by evaluating a number of factors such as mobility, safety, reliability and congestion; the PEL study consulting team is in the final stages of preparing a final report; and,

WHEREAS, the County has jurisdiction over CSAH 12 (109th Avenue) at the intersection of Highway 65 and has received a grant for \$1.5 million under the State of Minnesota under Laws of Minnesota 5th Special Session, Chapter 3, Article 1, Section 16, Subdivision 5 ("GO Bond Appropriation Legislation") to complete preliminary engineering, environmental analysis, and final design of the improvements to CSAH 12 (109th Avenue) at Highway 65 in the City of Blaine (the "GO Funds Project"); and,

WHEREAS, the County has entered into that certain General Obligation Bond Proceeds Grant Agreement dated _____, 2021 between MnDOT and the County ("Grant Agreement") relating to the granting and disbursement of the \$1.5 million granted under the GO Bond Appropriation Legislation; and

WHEREAS, the City has jurisdiction over 99th Avenue and 105th Avenue at the intersection of Highway 65 and has received \$10 million in Federal funds through the Met Council Regional Solicitation under the strategic capacity category for construction of access improvements at Highway 65 and 99th Avenue. The City is working on securing all other necessary funding for the Project; and,

WHEREAS, the County and City agree it is in the public interest for both agencies to partner in a collaborative joint project to determine a preliminary layout and prepare the environmental documentation

for improvements along Highway 65 between approximately 97th Avenue through 117th Ave./Cloud Drive; 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 improving the traffic operations along Highway 65 in the City of Blaine, including the preliminary layout and environmental documentation for improvements along Highway 65 (TH 65) between approximately 97th Ave. through 117th Ave./Cloud Drive (hereinafter “Project”). Due the close proximity of each of these intersections along TH 65, the City, County, and other project stakeholders, see the need and long-range value of completing the environmental analysis that began with the TH 65 PEL study to determine a unified and collaborative preferred layout for this segment of the TH 65 corridor. The improvements of each intersection are mutual dependent upon the improvement developed at the others. The City will lead the environmental analysis and preliminary layout development effort for each intersection mentioned above. MnDOT and Anoka County will be active partners in the preliminary layout and environmental analysis portion of the GO Funds Project.

II. METHOD /COSTS:

The City and County, in cooperation with MnDOT, shall jointly provide input on all concept and design phase activities for the Project and GO Funds Project. The City shall procure necessary Professional Services for environmental analysis, design/engineering concepts, and related services, subject to the County’s and MnDOT’s review and approval of any interim and final design plans. County staff shall be permitted to have input with the City’s Consultant on all proposed designs of infrastructure improvements. Any fees and costs for design and environmental phase activities not covered by the City’s bond or grant funding shall be the sole responsibility of the City for intersections along Highway 65 at 99th Ave., 105th Ave., and 117th/Cloud Drive. Any fees and costs for design and environmental phase activities not covered by the County’s bond funds under the GO Bond Appropriation Legislation shall be the sole responsibility of the County for the intersection along Highway 65 at 109th Ave. (CSAH 12).

III. TERM/TERMINATION

This Agreement shall become effective immediately upon execution by all parties and will remain in effect until the Project and GO Funds Project is completed. th.

IV. CONTRACTS AND PURCHASES

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

V. GRANT REQUIREMENTS

This provision is intended to address compliance with the Grant Agreement and does not address any other sources of Project funding. The parties acknowledge their joint responsibilities to comply with the Grant Agreement as follows:

Acknowledgement by County:

The County, as Grantee of the Grant Agreement, acknowledges that it is responsible for monitoring grant-supported activities to ensure compliance with applicable federal and state requirements, including specifically the approved MnDOT grant application and that it is subject to the Grant Agreement. All applications for payment to the State of Minnesota under the Grant Agreement and the obligations of the Grant Agreement, are the responsibility of the County, including but not limited to the investment, expenditure, and reporting of such funds in accordance with the Grant Agreement.

Acknowledgement by City:

By entering into this Agreement, City acknowledges that it is aware and is subject to the terms of the Grant Agreement and City will cooperate with County to ensure compliance throughout the duration of the Project and GO Grant Project, including monitoring the progress of the Project and GO Funds Project with the County on an ongoing basis to ensure that time schedules are met and performance goals are being achieved.

VI. DISBURSEMENT OF FUNDS – STATE BOND FUNDING

Although the specific use and allocation of each funding source has not been determined for the overall Project, the GO Funds Project is fully funded. Pursuant to the GO Bond Appropriation Legislation, \$1,500,000.00 was appropriated in state bond funding to Anoka County, Grantee, for the GO Funds Project.

The parties agree to work together to facilitate efficient reimbursements and transfers of funds between MnDOT and the County under the terms of the county's grant agreement. All funds disbursed pursuant to this Agreement shall be disbursed pursuant to the method provided by law and in compliance with any Grant Agreement requirements.

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. Prior to County payment to the City, the City shall provide the County a copy of all cost participation documents.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. ACKNOWLEDGMENT OF GRANT AGREEMENT

The terms, conditions and provisions of the Grant Agreement control over any inconsistent provisions in this Joint Power Agreement.

[Remainder of page intentionally left blank]

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: _____
Rhonda Sivarajah
County Administrator

By: _____
Tim Sanders
Mayor

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Joseph MacPherson, P.E.
County Engineer

By: _____
Michelle Wolfe
City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine Carney
Assistant County Attorney

By: _____
Chris Nelson
City Attorney

Dated: _____

Dated: _____