

HIGHWAY 25 CORRIDOR COALITION JOINT POWERS AGREEMENT

This joint powers agreement (the "Agreement") is entered into this 9th day of February, 2017, by and between the **Cities of Monticello, Big Lake and Becker**, municipal corporations under the laws of Minnesota, **Big Lake and Becker Townships**, public corporations under the laws of Minnesota, and **Sherburne and Wright Counties**, bodies corporate and politic under the laws of Minnesota, The parties to this Agreement are hereafter referred to individually as "Member(s)" and collectively as the "Highway 25 Coalition."

RECITALS

WHEREAS, Minnesota Statute § 471.59 authorizes the joint and cooperative exercise of powers common to the Members; and

WHEREAS, State Highway 25 between I-94 and State Highway 10 (the Corridor) has become a vital local transportation artery supporting the social and economic well-being of the Members; and

WHEREAS, the Highway 25 Corridor between I-94 and State Highway 10 is an important connecting link to two major highways that serves a growing regional and statewide traffic demand; and

WHEREAS, transportation pressure along the Corridor has grown sharply in recent decades mirroring the growth of State, regional and local populations which have caused a significant erosion of traffic capacity; and

WHEREAS, with the growth of local, regional and statewide traffic, along with the increase in rail activity, the Highway 25 Corridor between I-94 and State Highway 10 has become increasingly congested. Continued growth is destined to further degrade the operation of the Corridor which will hamper economic development and negatively impact all that travel along and across it on a daily or periodic basis; and

WHEREAS, a pre-existing development pattern, the Mississippi River and Burlington Northern railroad all present physical challenges to development and operation of a corridor with sufficient capacity to meet existing and future needs; and

WHEREAS, given the availability of undeveloped land and projected growth in traffic demand over time, it is appropriate for member communities to engage in a joint planning effort for the sake of efficient and orderly transportation facilities development; and

WHEREAS, failure to plan and develop improvement priorities will ultimately result in added cost and lost opportunities for members of the Highway 25 Coalition and the State of Minnesota; and

WHEREAS, the potential of gaining grant funds, as well as State and Federal funding assistance, for Corridor related improvements are greatly enhanced through development of a unified voice; and

WHEREAS, each Member has adopted a Resolution finding that it is in the best interests of the citizens of each jurisdiction to enter into this Agreement.

NOW THEREFORE, pursuant to Minnesota Statutes § 471.59, and in consideration of the mutual undertakings herein expressed, the parties agree as follows:

1. The Highway 25 Coalition mission is to have the Corridor appropriately expanded to operate effectively to create timely mobility for workers and emergency response while saving and enhancing lives through reducing crashes, eliminating rail conflicts and encouraging more broad economic growth and better connected communities.
2. Activities of the Highway 25 Coalition to include the following;
 - a. Examination of the impacts of continued growth in Member jurisdictions on traffic patterns.
 - b. Conducting traffic studies defining and identifying priority improvements.
 - c. Preparation of collaborative project design and delivery recommendations.
 - d. Study of various transportation risks associated with improvement alternatives and associated timing of the construction of improvements.
 - e. Identification and application for funding of activities via grant programs.
 - f. Development of unified effort among local and state interests in obtaining funding of improvements to include: (i) providing input and leadership within each Member community on matters pertaining to Corridor improvement planning and implementation; and (ii) advocacy at the State and Federal level.
 - g. Partnering with MNDOT on regional transportation decisions and involvement in regional policy decisions and discussions.
 - h. Incorporation of public input in planning efforts.
 - i. Related and ancillary activities or common issues associated with the Highway 25 corridor.
3. Joinder of Member Political Subdivisions. The undersigned Members hereby agree to join together for the purpose of coordinating short and long term Corridor planning and

system funding efforts and establishing a joint funding source for said activities through establishment of the Highway 25 Corridor Coalition. This Agreement shall become effective upon adoption of a resolution by the governing body of no less than 5 Members, and shall be binding on all the Members who have joined through adoption of a resolution by their respective governing bodies for five (5) years from the date the last original member executes the agreement, unless otherwise extended or amended by the Members that have signed this Agreement. Near the end of the term of the Agreement, Members will assess the effectiveness of the organization and determine whether or not to continue or disband.

4. Highway 25 Coalition Board Composition. Each Member shall appoint annually a representative to the Highway 25 Coalition Board. Each Member may appoint an alternate representative who may act in the place and stead of an absent representative from that Member jurisdiction.
5. Meetings. The Board shall meet at least quarterly on a schedule determined by the Board. All meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minn. Stat. § 13D.01, et. seq., as amended. Special meetings may be called by the Board Chair or upon written request of three (3) or more members of the Board. Written notice of any special meetings shall be sent to all Board members and to the City Clerk of each City to comply with posting requirements.
6. Powers and Duties. The powers and duties of the Board include, but are not limited to, expending funds for the purposes noted above including:
 - a. Approve a work plan and annual budget. In July of each year, the Highway 25 Coalition will establish a work plan and budget for the following fiscal year.
 - b. Although projects are intended to be completed within a prescribed budget approved on an annual basis, the Board has the flexibility to modify work plan and associated expenditures as it deems necessary to support the mission of the Highway 25 Coalition. In addition, the Board has the option to seek additional funding from its Members outside of the budget as needs arise.
 - c. Seek grant funds supporting planning efforts and to utilize funds on hand as necessary to meet grant program fund matching requirements.
 - d. Apply for, receive, and expend State and Federal funds available for funding goals of the Highway 25 Coalition, as well as funds from other lawful sources, including donations.
 - e. Enter into contracts with public or private entities as the Board deems necessary to accomplish the purpose for which the Board is organized, including, but not limited to, the use of consultants.

- f. Obtain such insurance as the Board deems necessary for the protection of the Board, its property, members of the Board, and Members.
- 7. Funding Formula and Accounting. In January, each Member shall contribute its share of the annual budget based on the following formula:
 - a. Sherburne County and Wright County to evenly split 50% of the total cost.
 - b. City of Monticello, City of Big Lake, City of Becker, Big Lake Township and
 - c. Becker Township and other local jurisdictions that so choose to join will evenly split the remaining 50% of the total cost.
 - d. Accounting services supporting Highway 25 Coalition activities shall be provided by one of its Members with this assignment made by the Board on an annual basis or as needed.
- 8. Jurisdiction Liaison Responsibilities. Individual Board members and associated staff are responsible for maintaining ongoing communication with the Board he/she represents to include presentation of the annual work plan and budget to their Board.
- 9. Voting. Each Member shall have one vote on the Board. A quorum shall consist of a simple majority (51%) of representatives from the membership. An affirmative five sevenths (5/7) vote of all the members of the Board shall be required by the Board to take any action, including, but not limited to, the actions as listed in Item 6 (Powers and Duties), however, at least one of the affirmative votes for any action must be cast by Members located on opposite sides of the Mississippi River.
- 10. Officers. There shall be a chair, a vice chair, and a secretary elected from the members of the Board at the initial meeting of each year. The Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.
- 11. Effective Date/Termination. This Agreement shall become effective upon execution by all of the Members after adoption of an authorizing resolution by the governing body representing each Member jurisdiction and shall continue in effect for five (5) years after the date of execution of the last Member to execute this Agreement. This Agreement shall remain in effect until a party hereto gives notice to the Board of its intention to withdraw. Notice of withdrawal must be given by July 1st of a given year. Termination will be effective at the conclusion of the calendar year. This Agreement shall remain in effect as to the remaining Members provided that there are three (3) or more Members who desire to continue operating the Board. The withdrawing Member shall not be entitled to compensation or distribution of any assets of the Board. In the event of dissolution of the Board, all remaining funds after satisfaction of all payments and other financial obligations shall be returned to the Members in the same manner in which the Members contributed funding to the Board in the last full calendar year prior to dissolution.

12. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any jurisdiction, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all oral agreements, representations between the parties relating to the subject matter thereof. Any alteration, variation, modification or amendment of this Agreement shall be valid only if in writing and executed by all parties.
14. Titles of Sections. The titles of sections of this Agreement are inserted for convenience of reference only and shall be disregarded in constructing or interpreting any of the provisions hereof.
15. Severability. If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provisions.
16. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
17. Indemnification and Hold Harmless. The Highway 25 Corridor Coalition shall fully defend, indemnify and hold harmless the Members against all claims, losses, liability, suits, judgments, cost and expenses by reason of the action or inactions of the Board and/or employees and/or the agents of the Highway 25 Corridor Coalition, except for any act or omission for which the Member's employee is guilty of malfeasance, willful neglect of duty or bad faith. This Agreement to indemnify and hold harmless does not constitute a waiver by the Highway 25 Corridor Coalition, any Member or any participant of the limitations on liability provided under Minn. Stat. § 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. § 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other parties .

The parties to this agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statute. Each Member agrees to promptly notify

all parties if it becomes aware of any potential Board related claim(s) or facts giving rise to such claims.

18. Data Practices. All government data shall be handled in accordance with the Minnesota Government Data Practices Act and Federal and State laws and regulations concerning the handling and disclosure of data. All contracts entered into by the Highway 25 Coalition shall contain a provision which requires the vendor to comply with and defend and indemnify the Members for a violation of this provision.
19. Counterparts. This Agreement may be executed in counterparts, each one of which will constitute one and the same instrument.
20. Waiver. In the event that any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
21. Amendments. This Agreement may be amended only by unanimous agreement of the Members as evidenced by resolutions adopted by their respective governing bodies.
22. Disputes. The Members agree that they will submit any disputes under this Agreement to mediation prior to resorting to an action in Court.

By signing this Agreement, the parties hereto certify that the same has been approved by their respective Boards.

(Signatures contained on following pages.)

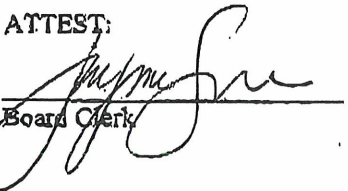
**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

Big Lake Township

By 
Board Supervisor

Date: 1-30-2017

ATTEST:


Board Clerk

Date: 1-30-2017

**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

City of Big Lake

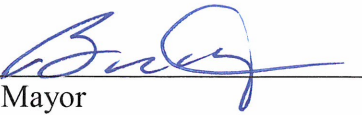
By Baeanne Omilodun Date: 01-25-17
Mayor

ATTEST:

[Signature] Date: 01-25-17
City Administrator


**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

City of Monticello

By 
Mayor

Date: 1/9/17

ATTEST:


City Administrator

Date: 1/9/17

**SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT**

Wright County

By Charlie Boneff
Board of Commissioner Chair

Date: 1-24-17

ATTEST:
Lee Kly
County Coordinator

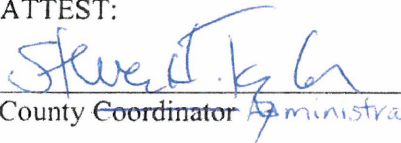
Date: 1-24-17

SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT

Sherburne County

By  Date: 2/9/17
Board of Commissioners Chair

ATTEST:

 Date: 2/9/2017
County ~~Coordinator~~ Administrator


SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT

Becker Township

By 
Board Supervisor

Date: 1/23/17

ATTEST:


Board Clerk

Date: 1/23/2017

SIGNATURE PAGE
TO
HIGHWAY 25 CORRIDOR COALITION
JOINT POWERS AGREEMENT

City of Becker

By Gracy Butts
Mayor

Date: Feb 7, 2017

ATTEST:
[Signature]
City Administrator

Date: 2/8/2017