

# JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS IN THE MANKATO/NORTH MANKATO URBAN AND URBANIZING AREA

## ARTICLE I. ESTABLISHMENT

Pursuant to the authority contained in Section 471.59 of Minnesota Statutes, be it resolved that the undersigned governmental units in the Mankato/North Mankato urban and urbanizing area do hereby establish a joint body entitled the Mankato/North Mankato Area Planning Organization in response to the U.S. Census designation of the Mankato/North Mankato area as an urbanized area required to form a metropolitan planning agency under 23 USC 134 and 49 USC 5303.

## ARTICLE II. PURPOSE

The general purpose for this joint body is to meet and maintain a continuing, cooperative and comprehensive metropolitan transportation planning process. Constructive dialogue on issues will be facilitated through constant, cooperative intergovernmental communication.

## ARTICLE III. DEFINITION OF TERMS

**SECTION 1. Governmental Unit:** A governmental units means a County, City or Township.

**SECTION 2. Party:** is defined as a governmental unit, which enters into this agreement.

**SECTION 3. MAPO:** is defined as the organization created pursuant to this agreement, which will be formally known as the "Mankato/North Mankato Area Planning Organization."

**SECTION 4. Policy Board:** is defined as the governing board of the MAPO with the powers and duties under Article V.

## ARTICLE IV. ORGANIZATION

**SECTION 1. Membership:** The membership of the Mankato/North Mankato Area Planning Organization shall consist of parties to this agreement including the City of Mankato, City of North Mankato, City of Eagle Lake, City of Skyline, Blue Earth County, Nicollet County, Belgrade Township, Lime Township, South Bend Township, LeRay Township, and Mankato Township.

**SECTION 2. Policy Board:** The governmental units below shall appoint elected officials from their respective governing Councils or Boards to the Policy Board of the MAPO, which shall consist of six (6) members and shall have the Powers and Duties per Article V. The City of Mankato, City of North Mankato, City of Eagle Lake, Blue Earth County, and Nicollet County shall each appoint one member. The Townships shall choose one of the elected Town Board members to represent all the Townships for a two year term. If the Transit Operator becomes a separate entity under a Joint Powers Agreement, the Transit Operator shall appoint one member to the Policy Board for a total of seven (7) members.

**SECTION 3. Technical Advisory Committee:** A Technical Advisory Committee (TAC) shall be established that shall consist of staff from the governmental units. The staff shall include the City and County Engineers of the City of Mankato, City of North Mankato, Blue Earth County, and Nicollet County; the Community Development Directors of the City of Mankato and City of North Mankato; planning staff from Blue Earth County and Nicollet County; the administrator of the City of Eagle Lake; a member of the City Council of the City of Skyline; the Public Works Director of the City of Mankato; a representative from the Transit Operator; a representative from Independent School District #77; a representative from District 7 Minnesota State Department of Transportation; a representative from Minnesota State University, Mankato; a representative from Region 9 Development Commission, and the Town Board Chairs of the Townships.

The TAC shall review and formulate recommendations to the Policy Board regarding the Unified Work Plan, Long-Range Transportation Plan, the Transportation Improvement Plan, and other plans and studies prepared by the MAPO. The TAC shall also perform reviews and make recommendations on other matters as may be requested Policy Board in relation of the Powers and Duties contained in Article V.

## **ARTICLE V. POWERS AND DUTIES OF THE MAPO**

The powers and duties of the MAPO shall be the following:

1. To enter into contracts/agreements with a local unit of government or governmental agency to function as a "host" and fiscal agent for the administration and operation of the MAPO. The contracts/agreements may authorize the "host" to employ personnel, retain consultants, acquire equipment, provide financial services, hold and disburse funds, and to make contracts as necessary to accomplish planning and planning related activities as directed by the MAPO Policy Board.
2. To meet and maintain a continuing, cooperative and comprehensive metropolitan transportation planning and programming process as defined by the U.S. Department of Transportation in regulations as 23 CFR 450 Subpart A – *Transportation Planning and Programming Definitions*; 23 CFR 450 Subpart C – *Metropolitan Transportation Planning and Programming*; 23 USC 134 and 135; and 49 USC 5303 and 5304.
3. To develop and recommend policies, official controls, and other actions which will promote orderly development and multi-modal transportation consistent with MAPO planning.
4. To keep governmental units and the general public informed and advised on all matters relative to transportation planning, programming and funding.
5. To apply for and receive State and Federal funds and/or grants or gifts to accomplish MAPO planning and planning related activities.
6. To provide technical assistance to member governmental units for the development of local plans consistent with MAPO plans.
7. To perform other duties which may be lawfully assigned and which may be germane to MAPO planning activities.
8. To strictly account for all funds and to report on all receipts and disbursements to the member governmental units.
9. To assist member governmental units in obtaining grants for projects related to MAPO planning activities.
10. To enter in contracts necessary for the exercise of its duties and responsibilities to govern the MAPO. The Policy Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchase made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
11. To adopt by-laws that govern its operation. Such bylaws shall be consistent with this Agreement and applicable laws. The bylaws shall address the required documentation of Policy Board meetings and actions, officers of the Policy Board, terms of representation and vacancies, meetings that comply with Minnesota Statutes, Chapter 13D, records and reports, and voting quorums for board actions.

**ARTICLE VI.  
JURISDICTION**

The jurisdiction of the MAPO shall be that geographic area which is deemed necessary by MAPO representatives to carry out the powers and duties as herein provided.

**ARTICLE VII.  
FINANCIAL MATTERS**

**SECTION 1. Assessments:** Parties to this agreement shall be required to provide financial support for the operations of the MAPO, in the form of assessments. The total assessable cost shall be divided 50 percent to the cities of Mankato and North Mankato and 50 percent to the counties of Blue Earth and Nicollet. The cities of Mankato and North Mankato shall contribute on a per capita basis for that portion of the urbanized population within their municipal boundaries. The counties of Blue Earth and Nicollet shall contribute on a per capita basis for that portion of the urbanized population within the MAPO (including the population within the cities) in their respective counties. U.S. Census Bureau data shall be used for the per capita calculations. The assessment will also include sufficient monies to cover 100 percent of the cost of ineligible activities that are included in an adopted Unified Planning Work Program.

Should the City of Eagle Lake exceed a population of 5,000 during the term of this agreement, the City of Eagle Lake shall be assessed a prorated per capita share of the 50 percent assigned to the cities.

The financial support shall be limited to the required match for the State and Federal Grant funds made available to the MAPO unless otherwise agreed to by the local units of government that are assessed under this agreement. Assessments shall be adopted annually by the MAPO no later than August 1<sup>st</sup> for the following calendar year work program. Said assessments shall be payable as hereinafter provided:

- A. Assessments shall be invoiced by the MAPO in two equal installments due and payable on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.
- B. Said assessment shall be due and payable within ninety (90) days following date of invoice
- C. In the event assessments are unpaid by any Party for a period of sixty (60) days beyond their due date, then, and in such event, the MAPO representatives from such Party shall have no right to vote in the business of the MAPO.
- D. Should the amount of State and Federal Grants be reduced to a level that would require assessments greater than the required matching funds for State and Federal Grants, the APO may be required to reduce the budget accordingly.

**SECTION 2. Budget:** The MAPO in coordination with the fiscal agent under Article VIII shall submit a preliminary budget to the membership by July 15<sup>th</sup> of each calendar year.

**SECTION 3. Liability:** The MAPO is hereby prohibited from incurring debt and budgetary operating deficits.

**ARTICLE VIII.  
ADMINISTRATION**

**SECTION 1. Administrative Organization:** The MAPO Policy Board shall enter into an agreement with the City of Mankato to coordinate the metropolitan planning of the MAPO. The administrative organization will be within the City of Mankato. The City of Mankato will employ all necessary staff to carry out the duties of the MAPO and will provide physical facilities to house the MPO. All such costs associated with the administrative organization shall be reimbursed to the City of Mankato by the MAPO.

Representatives of the MAPO shall assist the City of Mankato with hiring, evaluation, disciplinary action, and salary review of all employees performing MAPO duties.

**ARTICLE IX.  
IDEMNIFICATION AND HOLD HARMLESS**

**SECTION 1. Applicability.** The MAPO shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The MAPO shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protection of Minnesota State Statute 466.

**SECTION 2. Indemnification and Hold Harmless.** The MAPO shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs, and expenses by reason of the action or inaction of the Policy Board and/or employees and/or agents of the MAPO. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations and liability provided under Minnesota State Statutes, Section 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 Minnesota Statutes, Section 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 Party.

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.

**SECTION 3. Insurance.** The Policy Board shall obtain any necessary liability, property, and auto insurance and may obtain such insurance it deems necessary to indemnify the Board and its members for actions of the Policy Board and its members arising out of this Agreement.

**ARTICLE X.  
DURATION OF AGREEMENT**

This Agreement shall commence upon approval of the governing body of each Party and signature of official with authority to bind the entity listed in Article IV, Section 1. The Agreement shall be in effect only with respect to the Parties who approved and signed it.

**SECTION 1. Dissolution:** This Agreement shall have no specific time limit. The MAPO may be dissolved and this Agreement terminated by the joint action of five-sixth (5/6) of the Parties hereto. Upon termination, all available MAPO funds and assets shall be used for payment of all outstanding reasonable costs. Remaining funds shall be disbursed to the Parties in proportion to contribution made by them to the MAPO.

**SECTION 2. Withdrawal:** Any Party may withdraw from the MAPO upon six (6) months written notice to the MAPO of its intention to do so. Withdrawal shall not entitle the withdrawing Party to reimbursement of any funds made by it to the MAPO during the time it was a Party.

**SECTION 3. New Parties:** Any Governmental Unit not a Party to this agreement that is within the jurisdiction of the MAPO, as defined in Article VI, may become a Party upon entering into this Joint Powers Agreement. Any Governmental Unit that is outside the jurisdiction of the MAPO as defined in Article VI may become a Party to this agreement upon unanimous vote of the Governing Bodies that are party to this agreement.

**ARTICLE XI.  
AMENDMENTS**

**SECTION 1. Amendments:** The Joint Powers Agreement may be amended only upon agreement of the Parties.

**SECTION 2. Recording Amendments:** All amendments shall be recorded by date with clearly identified changes and permanently appended to this agreement in an appendix.

**ARTICLE XII.  
SEVERABILITY**

If any portion of this Agreement is found to be void, unenforceable or unconstitutional, or any combination of these, by a court of competent jurisdiction the remaining portions of this Agreement shall remain in effect.

**ARTICLE XIII  
COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the City of Mankato who will maintain them in the Office of the City Clerk, at Mankato City offices, located at 10 Civic Center Plaza, Mankato, MN

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement by their proper officer or representative.

BLUE EARTH COUNTY

By Mark Poyter

Title Board Chair

Date 11-6-12

By Robert W. Meyer

Title County Administrator

Date 11-6-12

NICOLLET COUNTY

By Dr. Bruce Beath

Title COUNTY BOARD CHAIR

Date Oct. 23, 2012

By Budgette Kennedy

Title Clerk to County Board

Date 10/23/12

~~CITY OF NORTH MANKATO~~

By

Title Mayor

Date November 5, 2012

By

Title City Clerk

Date November 5, 2012



CITY OF MANKATO

By Eric T. Oehl

Title Mayor, City of Mankato

Date 11-13-2012

By Rena Kopischke

Title Legal Clerk

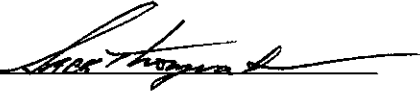
Date 11-13-2012

**CITY OF EAGLE LAKE**

By 

Title MAYOR

Date 11-8-12

By 

Title City Administrator

Date 11.20.12

CITY OF SKYLINE

By Richard K. Smith

Title Mayor

Date 11/12/12

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TOWN OF BELGRADE

By Thomas Zilmer

Title Superintendent

Date 10-13-2012

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TOWN OF MANKATO

By Daniel C. Pritchard

Title Chairman

Date 10-15-12

By Daniel Jozak

Title Clerk

Date 10-15-12

TOWN OF LIME

By [Signature]

Title Chair, Lime Twp


Date 11-28-12

By Robert L. Fitterer

Title Clerk, Lime Twp

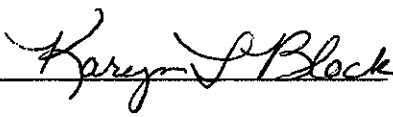
Date 11-28-12

TOWN OF LE RAY

By   
CURT BLOSS

Title CHAIR

Date 11-30-12

By 

Title CLERK

Date 11-30-12

TOWN OF SOUTH BEND

By Douglas J Schaller

Title Chairman

Date 09 NOV 2012

By [Signature]

Title clerk / Treasurer

Date 10/8/12