



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: **264951**

This Agreement is made by and among the State of Minnesota, acting through the State's Department of Administration ("State"), and the City of Mankato, a municipal corporation ("City"), and Blue Earth County ("County"). The City and County are each a "Governmental Unit" and, collectively, the "Governmental Units." The State, City and County are each a "Party" and, collectively, the "Parties."

Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the Parties are empowered to enter into agreements to provide services or functions on behalf of other governmental units which they are authorized to perform for themselves. The State is generally authorized under Minnesota Statutes § 16B.30 to undertake all contracts for the construction of buildings and for other capital improvements to state buildings and structures.
2. The State of Minnesota, Department of Administration ("Admin"), received a capital appropriation in 2023 Minnesota Laws, Chapter 71, Article 1, Section 9, Subd. 2, to design a new Bureau of Criminal Apprehension regional office and laboratory facility in Mankato. ("BCA Project").
3. The State will be seeking funds from the Minnesota Legislature for construction of the BCA Project in an upcoming legislative session.
4. The property acquired for the BCA Project is legally described as Outlot A, Blue Earth County Justice Center Subdivision, Blue Earth County, Minnesota (the "Property"). The plat includes a platted but not yet constructed "street named Bassett Drive" that the Parties seek to design and construct, as depicted on Exhibit A as attached.
5. The Property is subject to "that certain City of Mankato Subdivision Agreement for Improvements for Blue Earth Justice Center Subdivision," recorded April 6, 2007 as Document Number 474CR255 in the Office of County Recorder, Blue Earth County, Minnesota (the "Subdivision Agreement").
6. The Subdivision Agreement provides for the future design, construction and financing of Bassett Drive, which the Parties now wish to initiate.
7. The Bassett Drive project includes improvements within the platted right-of-way intended to become public, including pavement, curb and gutter, watermain, sanitary sewer and storm drainage infrastructure.
8. The State has asked the City to design and construct Bassett Drive as early as 2025 and to meet this schedule plan work needs to begin as quickly as possible.
9. It is anticipated that the City will design and construct Bassett Drive and that, once completed, the roadway will be owned and maintained by the City. The full cost of the improvements to Bassett Drive will be paid for by the State and County in accordance with the Subdivision Agreement.
10. The Parties wish to enter into this Agreement to govern the design of Bassett Drive to serve the BCA Project and County properties.
11. The Parties agree that each is authorized to enter into this Agreement and to carry out its obligations hereunder.

Agreement

1. Term of Agreement

- 1.1 Effective Date. **February 7, 2025**, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date. **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement among the Parties

- 2.1 Within seven (7) days from the full execution of this Agreement, the City agrees to enter into a contract to design Bassett Drive reflecting current City road, stormwater and utility specifications and standards.
- 2.2 The City shall coordinate the roadway design with the State's design consultant for the BCA Project and with Blue Earth County to ensure integration and functionality of the State and County's respective facilities and operations.
- 2.3 The City shall require its design consultant to produce a complete set of design documents, including survey data, construction documents, and bid specifications, by June 30, 2025.
- 2.4 The current estimated cost for roadway design is an amount not to exceed Seventy Thousand and no/100 dollars (\$70,000).
- 2.5 Given that construction funding for the BCA project has not yet been obtained from the Legislature, the Parties contemplate amending this Agreement or entering into another agreement to address construction of and payment for Bassett Drive in the future.

3. Payment

- 3.1 The cost participation for this project shall be as follows:
 - 3.1.1 The City shall enter into a contract with its design consultant for an amount not to exceed Seventy Thousand and no/100 dollars (\$70,000), which shall include all fees, survey, and document(s) to allow the project to be bid.
 - 3.1.2 The State agrees to reimburse the City for design costs up to Seventy Thousand and no/100 dollars (\$70,000), provided the design is completed and in a state to be bid out on or before June 30, 2025.
 - 3.1.3 Reimbursement requests must include itemized invoices and supporting documentation for review and approval by the State.
 - 3.1.4 The State shall reimburse the City the full cost of the design work prior to construction. The County shall reimburse the State upon request for one-half of the design cost.
 - 3.1.5 If the project proceeds to construction, the City agrees to account for the design reimbursement in the allocation of future project costs. Construction costs shall be allocated between the State and the County in accordance with the Subdivision Agreement.
 - 3.1.6 The total obligation of the State and County under this Agreement will not exceed Seventy Thousand and no/100 dollars (\$70,000), unless otherwise amended and agreed to by the Parties.

4. **Authorized Representatives**

State. The State's Authorized Representative is Greg Ewig, Senior Director, Real Estate and Construction Services division, 50 Sherburne Avenue, 309 Administration Bldg., St. Paul MN 55155, (651) 201-2566, Greg.Ewig@state.mn.us, or his successor.

County. The County's Authorized Representative is Bob Meyer, County Administrator, Blue Earth County, PO Box 168, Mankato, MN 56002-0168, (507) 304-4235, bob.meyer@blueearthcountymn.us, or his successor.

City. The City's Authorized Representative is Mark Konz, Director of Community Development, City of Mankato, 10 Civic Center Plaza, PO Box 3368, Mankato, MN 56002-3368, (507) 387-8611, mkonz@mankatomn.gov, or his successor.

5. **Assignment, Amendments, Waiver, and Agreement Complete**

5.1 Assignment. Neither Governmental Unit may assign or transfer any of its rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, approved by the Parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the Parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it later.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Units regarding the design of Bassett Drive. No other understanding regarding the subject matter of this Agreement, whether written or oral, may be used to bind any Party.

6. **Indemnification**

6.1 In the performance of this Agreement, the Governmental Units, each an Indemnifying Party, must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

An Indemnifying Party is defined to include the Governmental Unit, its agents and employees and any third party that has a business relationship with the Governmental Unit, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. **State Audits**

Under Minnesota Statutes § 16C.05, subd. 5, each Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this Agreement.

8. **Government Data Practices**

The Parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Ch. 13 (the "Act"), as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Units under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data governed by the Act by any of the Parties.

If either Governmental Unit receives a request to release data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with the Act.

9. **Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. **Termination**

10.1 Termination. Any Party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other Parties.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services authorized under this Agreement. Termination must be by written, fax or email notice to the Governmental Units. The State is not obligated to pay for any services that are provided after notice and the effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Units notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. **E-Verify Certification (in accordance with Minnesota Statutes § 16C.075)**

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the City and made available to the State upon request.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05

Print Name: Julie Ouradnik

Signature:

Title: Accounting Tech Date:

SWIFT Contract No. 264951

Purchase Order No.

2. City of Mankato

Print Name: Mark Konz

Signature:

Title: Date:
Director of Community Development

3. Blue Earth County

Print Name: Bob Meyer

Signature:

Title: Date:
County Administrator

4. Department of Administration; Real Estate and Constuction Services Division

With delegated authority

Print Name: Greg Ewig

Signature:

Title: Senior Director Date:

5. Commissioner of Administration

As delegated to the Office of State Procurement

Signature:

Date:

Admin ID:

