

JOINT POWERS AGREEMENT
City of Saint Paul/City of Falcon Heights
2026 Safe Routes to School Project
between
Hamline Avenue and Hoyt Avenue Intersection

THIS JOINT POWERS AGREEMENT (the “Agreement”) is made and entered on this 23rd day of March, 2026, by and between the City of Saint Paul, a Minnesota municipal corporation (“Saint Paul”), and the City of Falcon Heights, a Minnesota municipal corporation (“Falcon Heights”).

WHEREAS, Saint Paul and Falcon Heights, pursuant to the provision of Minnesota Statutes, section 471.59, are authorized to enter into agreements to exercise jointly the governmental powers and functions each has individually; and,;

WHEREAS, Saint Paul is proposing to conduct curb extensions and associated improvements on Hoyt Avenue and Hamline Avenue intersection from Midway Parkway to Hoyt Avenue in 2026 (the “Project”); and,

WHEREAS, a portion of this segment of Hoyt Avenue and Hamline Avenue is located within the boundary of Falcon Heights; and,

WHEREAS, the Saint Paul wishes to improve its roadway system by performing pedestrian improvements on Hamline Avenue and Hoyt Avenue; and associated improvements,

WHEREAS, Falcon Heights wishes to improve its roadway system by cooperating with Saint Paul’s work in performing pedestrian improvements and associated improvements on Hamline Avenue and Hoyt Avenue; and,

WHEREAS, Saint Paul agrees to include the subject work listed above, consistent with the design plans, as a part of its 2026 Cheslea Heights Safe Routes to School Project; and,

WHEREAS, Saint Paul Street Design and Construction Division will provide final plans and specifications for said improvements to Hamline Avenue and Hoyt Avenue.

NOW, Saint Paul and Falcon Heights agree to the following:

1. **Saint Paul** shall be responsible for the design and construction of the entire Project. Therefore, the parties agree that:
 - a. **Saint Paul** shall plan and design, advertise and receive bids, award the contract, administer the construction and conduct inspections of the Project. Saint Paul shall retain full authority over procurement, contract award, and contract administration, including approval of change orders. For any change orders or modifications that would increase costs allocable to Falcon Heights under this Agreement, Saint Paul shall provide advance written notice to Falcon Heights. Falcon Heights shall not be responsible for any increase in its cost share resulting from such changes unless it provides prior written approval.
 - b. **Falcon Heights** grants to **Saint Paul** the right to use its portion of Hamline Avenue and Hoyt Avenue, public rights-of-way, and easements in Falcon Heights for purposes of constructing the Project. Falcon Heights agrees to cooperate with Saint Paul in the execution of the Project.
2. **Falcon Heights** will pay an estimated amount of **\$18,766.16** to the **City of Saint Paul** for the roadway improvements to **Falcon Heights**'s portion of Hamline Avenue and Hoyt Avenue. Should actual costs exceed the combined estimated amounts, **Saint Paul** and **Falcon Heights** will confer to determine how to handle the additional costs.
- ~~3.~~ **Saint Paul** and **Falcon Heights** agree that they will be responsible for their own acts or omissions and the results of those acts/omissions to the extent authorized by law, and shall not be responsible for the acts/omissions of the other party and their results. Any liability of the Parties will be governed by Minnesota Statutes Chapter 466 and other applicable law, as may be amended from time to time.
4. This Agreement shall remain in full force and effect until terminated by mutual agreement of **Saint Paul** and **Falcon Heights** or upon completion of the Project and expiration of any applicable warranty periods, whichever occurs first.

5. It is agreed that, except as specifically provided herein, neither party, by the execution of this Agreement, relinquishes any rights or powers possessed by it and neither party is relieved of any responsibility, duty or obligation imposed on it by law or regulation.
6. With regard to Data Practices; the parties agree as follows:
 - a. **Saint Paul** and **Falcon Heights** agree to comply with the Minnesota Government Data Practices Act and all other state and federal laws relating to data privacy or confidentiality;
 - b. **Saint Paul** and **Falcon Heights** will immediately report to each other any requests from third parties for information relating to this Agreement.
 - c. **Saint Paul** and **Falcon Heights** agree to promptly respond to each other's inquiries concerning data requests.
7. 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 regarding 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.
8. For purposes of delivery of any notice required by this Agreement, the notice shall be effective if delivered by certified or registered U.S. mail, postage prepaid, or hand delivered to:
 - a) As to Saint Paul:

City of Saint Paul
25 W. Fourth Street
Saint Paul, MN 55102
Attn: Public Works Director
 - b) As to Falcon Heights:

City of Falcon Heights
2660 Civic Center Drive
Roseville, MN 55113

Attn: City Engineer

9. This Agreement shall be interpreted under the laws of Minnesota.
10. This Agreement may be executed in any number of counterparts, each of which shall be considered one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Dated

CITY OF SAINT PAUL

March 23, 2026

By _____
City of Saint Paul Mayor

By _____
City of Saint Paul Public Works Director

Dated

CITY OF FALCON HEIGHTS

By _____
City of Falcon Heights Mayor

By _____
Falcon Heights City Engineer

This Agreement was drafted
by the City of Saint Paul.