

**JOINT POWERS AGREEMENT
FOR FINANCING THE CONSTRUCTION OF
OF A HIGHWAY INTERCHANGE AT
THE INTERSECTION OF CSAH 83 AND US 10
IN THE CITY OF RAMSEY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, 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 Ramsey, 7550 Sunwood Dr. NW, Ramsey, MN 55303, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the public to construct a highway interchange at the intersection of CSAH 83 (Armstrong Blvd.) and US Highway No. 10, in the City of Ramsey (" Interchange Project"); and

WHEREAS, the parties to this agreement consider it mutually desirable to share the cost of construction of the Interchange Project as hereinafter provided; 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 defining each party's financial obligation relating to the construction of the Interchange Project. It is estimated that the cost to construct the Interchange Project is \$35,815,000.00, and that the possible sources of funds to pay the cost thereof is identified in the attached Exhibit A.

II. METHOD

The County and the City shall work diligently together and independently to secure the necessary funds from the sources identified in Exhibit A to construct the Interchange Project. If for any reason any of the funds identified in Exhibit A cannot be obtained, then the County and City agree to assume the responsibility to fund the shortfall by the City paying for one half of the shortfall and the County paying for the other half of the shortfall, provided that the County's maximum financial responsibility for funding the construction of the Interchange Project shall not exceed \$13,000,000.00. If sufficient funds for the construction of the Interchange Project are

secured prior to the termination of this agreement, the parties hereto shall acknowledge said fact through an amendment to this agreement whereby all sources of funds are identified and each party's obligation is clearly set forth therein.

III. TERM

This Agreement shall continue in effect from the above referenced date through September 1, 2012, and shall terminate on said date if sufficient funding for the construction of the Interchange Project is not secured as provided herein. Notwithstanding the foregoing, the City may assume and take on the responsibility to fund any further shortfall, which shall be acknowledged and documented by an amendment to this agreement as described in paragraph III herein.

IV. FUNDING SECURED

If the necessary funds to construct the Interchange Project are secured and an amendment pursuant to paragraph II herein is signed and entered into by the parties hereto, the County and the City shall then enter into appropriate necessary agreements to construct the Interchange Project and provide for the ownership and maintenance of the various components thereof.

VI. CONTRACTS AND PURCHASES

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

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.

XI. 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 Administrator of Ramsey, 7550 Sunwood Dr. NW, Ramsey, MN 55303, on behalf of the City.

XII. 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.

XIII. 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.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

CITY OF RAMSEY

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners

By: _____
Bob Ramsey
Mayor

Dated: _____

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

By: _____
Kurt Ulrich
City Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

By: _____
William Goodrich
City Attorney

Dated: _____

Dated: _____