

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF ELK RIVER
AND THE CITY OF RAMSEY
REGARDING JARVIS STREET RECONSTRUCTION**

THIS AGREEMENT is made and entered into on the latest date set forth below by and between the City of Elk River and the City of Ramsey, both being municipal corporations of the State of Minnesota.

RECITALS

1. Elk River and Ramsey (“the Parties”) jointly share ownership and maintenance responsibilities for a section of Jarvis Street south of 165th Avenue NW and north of Trunk Highway 10 (see Exhibit A) and wish to share equally in all costs required to reconstruct this shared section of Jarvis Street and the improvements required at the BNSF rail crossing to qualify it as a quiet crossing (“the Project”).
2. Subject to the terms set forth below, the Parties agree to share equally in the financial responsibilities for the construction of the Project.
3. The Parties recognize and acknowledge that equal benefit will be received upon completion of the Project.
4. Minnesota Statutes section 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

AGREEMENT

In consideration of the mutual undertakings expressed herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms of the agreement between the Parties concerning the construction and financing of the Project. This Agreement does not create a joint powers board.
2. Project Responsibility.
 - a. Elk River shall design the Project, contract with contractors, administer the construction, and conduct inspections of the construction process. Ramsey shall have the right to inspect, review and comment upon construction of the Project. Elk River shall have final authority with respect to all construction administration decisions.

- b. For purposes of performing its obligations under this Agreement, Ramsey hereby grants to Elk River the right to use the streets, public ways, and easements of Ramsey for the purposes of constructing the Project, including any excavations necessary to perform work incidental to the performance of this Agreement. Ramsey agrees to cooperate to the fullest extent in the protection of any excavations or barricades that may be necessary for the work being performed by the contractor on the Project.
 - c. Elk River agrees to assist Ramsey in the notification and coordination with all businesses and residents located along Jarvis Street. Elk River will provide access to the project Facebook page and contact numbers for key members of the construction team on the Project.
 - d. Each of the Parties will acquire the necessary right of way and easements, if any, to permit construction of the Project.
3. Division of Cost. The Parties agree to share equally in the final costs of the Project. Elk River agrees to pay all partial and final construction costs for the Project. Ramsey agrees to repay its share of the Project costs to Elk River in equal annual installments over a period of three years with the first installment due May 15, 2016, and subsequent installments due May 15, 2017 and May 15, 2018. No interest rate shall be applied to Ramsey's share of the Project costs.
4. Approval. Before this Agreement shall become binding and effective it shall be approved by corresponding resolutions of the City Councils of Elk River and Ramsey. The resolutions shall be attached as Exhibits B and C.
5. Liability. Both cities mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages, including reasonable attorney's fees, resulting from the acts or omissions of the respective officers, agents or employees of the indemnifying party, to the extent such acts or omissions relate to activities conducted by the indemnifying party under this Agreement.
6. Miscellaneous. 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 of this Agreement. 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.
7. Street Maintenance. Maintenance shall be shared under separate agreement.
8. Termination. Neither Party shall be allowed to terminate this Agreement without prior written approval from the other Party. The terminating Party agrees to pay

all Project costs incurred through the date of termination. This Agreement will expire upon all obligations being satisfactorily fulfilled.

9. Notice. For purposes of delivery of notices herein, the notice shall be effective if personally delivered, or delivered by certified mail, to the City Administrator of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, or the City Administrator of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330, as applicable.

CITY OF ELK RIVER

CITY OF RAMSEY

Mayor

Mayor

Attest:

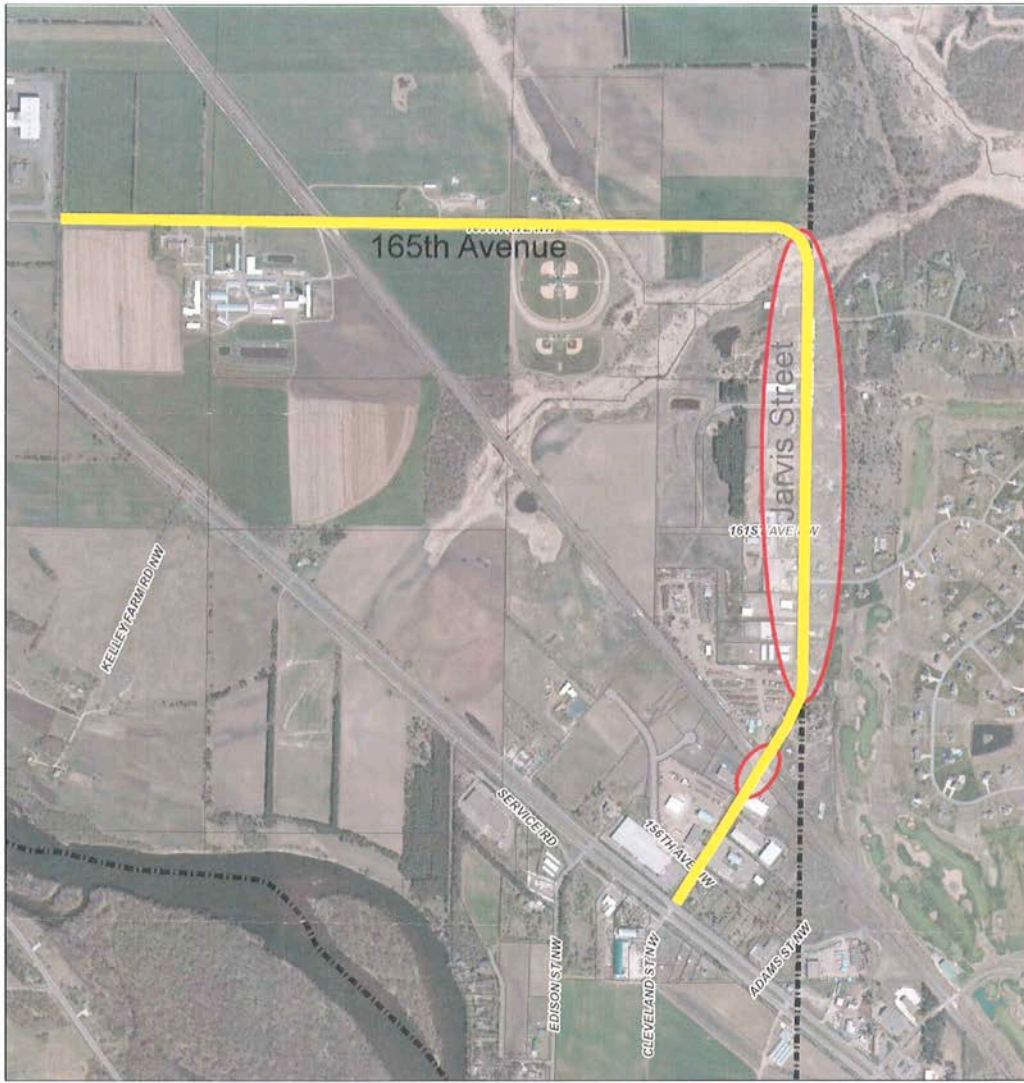
City Clerk

City Administrator

Dated

Dated

EXHIBIT A



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Elk River is not responsible for any inaccuracies herein contained.

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**165th and Jarvis
Improvements**

EXHIBIT B

EXHIBIT C