

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF RAMSEY AND THE CITY OF NOWTHEN
REGARDING THE PUBLIC IMPROVEMENTS RELATED TO THE
STREET RECONSTRUCTIONS OF 182ND LANE, VENTRE STREET,
WACO DRIVE AND WACO STREET**

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

RECITALS

1. Ramsey and Nowthen (“the Parties”) agree it is in the best interest of the traveling public and impacted residents to reconstruct Ventre Street between 182nd Lane and 183rd Lane, 182nd Lane between Ventre Street and Waco Street, and Waco Drive and Waco Street between 179th Lane and 182nd Lane (see Exhibit A) and which to share in the costs required to reconstruct these sections of streets (“the Project”).
2. Subject to the terms set forth below, the Parties agree to share 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. Ramsey shall design the Project within the Ramsey city limits. Nowthen shall design the Project within the Nowthen city limits.
 - b. Ramsey shall contract with contractors and administer construction for the Project in accordance with Minnesota law. Nowthen shall have the right to inspect, review and comment upon Project administration. Ramsey shall have final authority with respect to all construction administration decisions except that Ramsey shall provide Nowthen with an analysis of the bids received for the Nowthen portion of the project and shall obtain Nowthen’s approval of the bid before awarding a contract. Ramsey shall further obtain Nowthen’s approval for any change orders affecting the

Nowthen portion of the Project. Should Nowthen not approve the requested, change order, Ramsey shall not be responsible to any additional Project costs related to Nowthen's decision.

- c. Ramsey shall conduct inspections of the construction process within Ramsey city limits. Nowthen shall conduct inspections of the construction process within Nowthen city limits.
- d. For purposes of performing its obligations under this Agreement, Nowthen hereby grants to Ramsey the right to use the streets, public ways, and easements of Nowthen for the purposes of constructing the Project, including any excavations necessary to perform work incidental to the performance of this Agreement. Nowthen 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.
- e. For purposes of performing its obligations under this Agreement, Ramsey hereby grants to Nowthen the right to use the streets, public ways, and easement 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.
- f. Ramsey agrees to assist Nowthen in the notification and coordination with all businesses and residents located within the Project. Nowthen agrees to assist Ramsey in the notification and coordination with all businesses and residents located with the Project. Ramsey will provide contact numbers for key members of the construction team on the Project.
- g. 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.

- a. The Parties agree to share in the final costs of the Project. Ramsey agrees to pay all partial and final construction costs for the Project. Nowthen agrees to repay its share of the Project costs to Ramsey on a net 30-day basis following Ramsey payment to contractors. No interest rate shall be applied to Nowthen's share of the Project costs.
- b. Ramsey's share of the final costs includes the required engineering design costs, construction costs, and inspections costs required to construct the improvements within the Ramsey city limits. Nowthen's share of the final costs includes the required engineering design costs, construction costs, and inspections costs required to construct the improvements within the Nowthen city limits.

4. Approval. Before this Agreement shall become binding and effective it shall be approved by corresponding resolutions of the City Councils of Ramsey and Nowthen. 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 of the improvements shall the responsibility of the parties within their own city limits.
8. Termination. Except as to Nowthen's right not to accept the bid as outlined in Section 2b of this Agreement, neither Party shall be allowed to terminate this Agreement without prior 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 Nowthen, 8188 199th Avenue NW, Nowthen, Minnesota 55330, or the City Administrator of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, as applicable.

CITY OF RAMSEY

CITY OF NOWTHEN

Mayor

Mayor

Attest:

City Clerk

City Clerk

Dated

Dated