

JOINT POWERS AGREEMENT

This Joint Powers Agreement (the Agreement) is made and entered into on this 17th day of January 2006, by and between the County of Anoka, a political subdivision of the State of Minnesota (Anoka) and the County of Ramsey, a political subdivision of the State of Minnesota (Ramsey), under the authority of and pursuant to the provisions of Minnesota Statutes Chapter 163 and Minnesota Statutes Chapter 471.59.

WITNESSETH:

WHEREAS, Ramsey County Road J is a public highway lying on the border between Anoka and Ramsey and lies within both counties, and

WHEREAS, it is the desire of Anoka and Ramsey to reconstruct and improve the segment of County Road J between Airport Road and Naples/Rice Creek Parkway, including a new bridge over Interstate Highway 35W (the Project); and

WHEREAS, the Project is identified by Anoka as S.A.P. 02-632-14, and by Ramsey as S.A.P. 62-01-11, and

WHEREAS, the Project includes preliminary engineering, final design, right of way acquisition, construction of the road, and related and necessary activities, and

WHEREAS, Ramsey is willing and able to provide lead agency project management and act on behalf of Anoka, and Anoka is desirous that Ramsey provide project management and act on behalf of Anoka as its agent for the Project, including preliminary engineering, final design, right of way acquisition, construction, and related necessary activities, and

WHEREAS, the Project, exclusive of portions thereof which are trunk highway improvements, is to be funded by the proceeds of general obligation bonds issued by the State of Minnesota, and granted to Anoka and Ramsey by subdivision 11 and 12 of Article I, Section 23, Chapter 20, Minnesota Laws 2005, as it may be amended from time to time (the Funds);

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The parties have agreed to join together for the purpose of preliminary engineering, design, right of way acquisition, construction, and all related activities necessary for completion of the Project.

ARTICLE II. TERM

This agreement shall be effective commencing on the date approved by both governing bodies of the parties (the Effective Date) and shall remain in full force and effect until Ramsey certifies that the Project has been completed, or until otherwise terminated by the parties as provided herein.

ARTICLE III. DUTIES AND RESPONSIBILITIES

A. RAMSEY

Ramsey County shall act on its own behalf and on behalf of Anoka County in all matters related to and necessary and appropriate for completion of the project; including, but not limited to: selecting and entering into contracts with consultants for preliminary engineering and final design of the Project; surveying, appraising, and acquiring real property interests necessary or convenient for right-of-way, including such real property as may be located within Anoka County; preparing construction contract bid specifications; awarding the construction contracts; supervising and monitoring construction; entering into agreements with the Metropolitan Council, the Minnesota Department of Transportation (MnDOT) and such other governmental units as may be necessary; and all other tasks necessary for completion of the Project except those duties assumed by Anoka pursuant to paragraph B below. In the event property acquisition requires the use of eminent domain as provided in Minnesota Statutes Chapter 117, Anoka County, by this agreement, authorizes the Ramsey County Attorneys office to act on its behalf in such proceedings, including but not limited all procedures required by Minnesota Statutes Chapter 117.

B. ANOKA

Anoka shall take bids and award contracts for the sale or removal of dwellings and related structures on residential properties identified for acquisition. Once title has been acquired by Ramsey, physical removal of the buildings shall be commenced and completed within thirty days of notice to begin removal from Ramsey.

C. JOINT RESPONSIBILITIES

The parties shall jointly or severally, as the case may be, enter into all grant agreements, contracts, or other agreements required by the State of Minnesota for disbursement of the Bond funds.

ARTICLE IV. COSTS AND FUNDING

The parties understand and agree that all costs of the Project are to be funded by the proceeds of General Obligation Bonds issued by the State of Minnesota for the project and outlined by the State Legislature under the provisions of subdivisions 11 and 12 of Article I, Section 23 of Chapter 20 of the Laws of Minnesota 2005. Ramsey, on its own behalf and as agent for Anoka, as project manager, shall pay all costs and expenses for the Project as they

become due. Anoka shall reimburse Ramsey from Bond proceeds for its proportionate share of the costs of the Project. Anoka County's proportionate share is agreed to be as follows:

- a. Preliminary engineering, final design, and construction costs – fifty percent.
- b. Right of way acquisition costs shall be the actual cost of acquisition of right of way in Anoka County, including appraisal fees, court costs, legal fees, relocation expenses, and the actual cost to acquire the right of way property interest.
- c. Cost for sale and removal of dwellings or structures. Anoka shall, in its own name, incur these costs and seek reimbursement from the State Bond Proceeds. Ramsey will have no claim to any portion of such proceeds, nor will it have any responsibility for the costs incurred by Anoka.

ARTICLE V. DISPOSITION OF PROPERTY

Upon completion of the Project and termination of this agreement, the parties will each own the rights-of-way, road bed, pavement, and all other portions of the Project located within their respective boundaries.

ARTICLE VI. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination.

ARTICLE VII. 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 Anoka County and to the County Manager of Ramsey County, 15 West Kellogg Blvd, Suite 250 Court House, Minnesota, 55102, on behalf of Ramsey County.

ARTICLE VIII. INDEMNIFICATION

Ramsey County and Anoka 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.

ARTICLE IX. 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

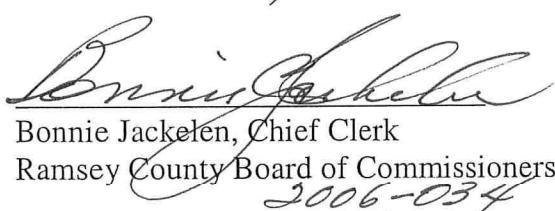
relating to the subject matter thereof, as well as any previous agreement previously in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

RAMSEY COUNTY



Tony Bennett, Chair
Ramsey County Board of Commissioners

Dated: 3/14/06


Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners
2006-034

Dated: 3/14/06

Approval recommended:



Dated: _____

Approved as to form and insurance:



Assistant County Attorney

Dated: 3/14/06

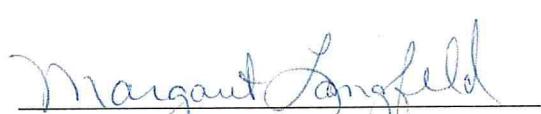
Funds are available

Account Number: _____



Budgeting and Accounting

ANOKA COUNTY



Margaret Langfeld, Chair
Anoka County Board of Commissioners

Dated: 2/28/06


John "Jay" McLinden
Anoka County Administrator

Dated: 2/28/06

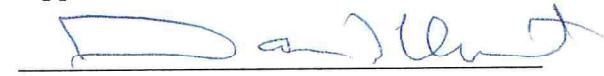
Approval recommended:



Douglas W. Fischer, PE
Anoka County Engineer

Dated: 3/7/06

Approved as to form:



Dan Clint
Assistant County Attorney

Dated: 3-1-06