

F.Y.:	Cost Center:	Obj. Code:	Amount:	Vendor #: 036773001-00	P.O. #:
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**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**ANOKA-RAMSEY COLLEGE/UNIVERSITY/SYSTEM OFFICE**  
**JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Anoka Ramsey Community College (hereinafter "STATE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and City of Coon Rapids, address 11155 Robinson Drive, Coon Rapids, MN 55433 (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. A. CONTRACTOR'S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this agreement.) The CONTRACTOR shall:

*See attachment A*

- II. A. STATE'S DUTIES. The STATE shall:

*See attachment B*

- III. CONDITIONS OF PERFORMANCE. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The STATE'S obligation to perform pursuant to this contract is dependent on CONTRACTOR'S satisfactory performance of its duties hereunder.

- IV. TERM OF CONTRACT. This contract shall be effective on January 1, 2015, or upon the date that the **final required signature is obtained by the STATE, whichever occurs later**, and shall remain in effect until December 31, 2016, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract

until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by the STATE'S Authorized Representative.

- V. CANCELLATION. This contract may be canceled by the STATE or the CONTRACTOR at any time, with or without cause, upon thirty (90) days written notice to the other party.
- VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is Roger Freeman. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is Tim Himmer. The STATE'S Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S work.
- VII. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.
- VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.
- IX. LIABILITY. State agrees to be responsible for its own acts and behavior the results thereof. State's liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec. 3,736.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. DATA PRACTICES ACT. Both parties shall comply with the Minnesota Data Practices Act as it applies to all data created, gathered, generated or acquired in accordance with this contract.
- XII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representative.
- XIII. OTHER PROVISIONS. (Attach additional page(s) as necessary):

NA

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

*Anoka Ramsey Community College*  
**COLLEGE/UNIVERSITY/SYSTEM OFFICE**

By (authorized college/university/system office signature)	
Title	Donald Lewis Vice President of Administration
Date	

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized college/university/system office signature)	
Title	
Date	

**3. CONTRACTOR (Governmental Entity):**  
**City of Coon Rapids –Maintenance Department**  
**certifies that the appropriate person(s) have**  
**executed the contract on behalf of the**  
**contractor as required by applicable articles,**  
**by-laws, resolutions, or ordinances.**

By (authorized signature)	
Title	Mayor
Date	

By (authorized signature)	
Title	City Manager
Date	

**4. AS TO FORM AND EXECUTION:**

By (authorized college/university/system office signature)	
Title	
Date	

MnSCU006  
8-19-96

II,