

**JOINT POWERS AGREEMENT  
FOR CONSTRUCTION OF BOAT LAUNCH FACILITY  
AT MISSISSIPPI WEST REGIONAL PARK**

This Agreement is made and entered into this 27 day of July, 2010, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the City of Ramsey, a municipal corporation under the laws of the State of Minnesota, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City."

**WITNESSETH**

**WHEREAS**, the County owns Mississippi West Regional Park, which currently does not have a boat launch facility located therein; and

**WHEREAS**, the City believes that because of population growth within the city and region, and the fact that there is not a boat launch facility on the Mississippi river for a 10 mile stretch between the cities of Elk River and Anoka, there is a current need for a boat launch facility in the Mississippi West Regional Park; and

**WHEREAS**, the County does not currently have regional grant funding to construct a boat launch facility in Mississippi West Regional Park; and

**WHEREAS**, the City has agreed to provide interim funding for the construction of a boat launch facility in Mississippi West Regional Park until such time as the County would receive regional park grant funds from the Metropolitan Council to reimburse the City for the cost of said construction; and

**WHEREAS**, Minnesota Statute § 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 AS FOLLOWS:**

**I. PURPOSE**

The parties have joined together for the purpose of constructing a boat launch facility and other necessary improvements to support the boat launch facility in Mississippi West Regional Park, and to provide for the payment of the cost and maintenance thereof. These improvements are depicted in the attached Exhibit A and include the construction of a temporary access road from Traprock Street, parking facility and boat launch ("Project").

**II. METHOD**

**A. Preliminary Planning/Approval**

The County shall submit an updated Master Plan for Mississippi West Regional Park, to the Metropolitan Council incorporating the latest design concepts for facilities (including the Project) and trails within the park.

The County shall request authorization from the Metropolitan Council to commence development of the Project with future eligibility as a grant reimbursement project.

The County shall apply and manage the grant process through the Metropolitan Council CIP funding request including, grant administration and project documentation for the purpose of seeking funds to reimburse the City.

**B. Design**

Upon Metropolitan Council's approval of the revised Master Plan for Mississippi West Regional Park and authorization to commence development of the Project with future eligibility as a grant reimbursement project, the County shall undertake the design process. The County shall provide all engineering services to prepare the plans and specifications for the construction of the Project. The County shall not go out for bids until such time as the City has approved, in writing the plans and specifications for the Project.

**C. Bidding/Construction**

The County shall do the calling for all bids and the acceptance of all bid proposals and shall cause the construction of the Project in conformance with the plans and specifications. After receipt of all necessary governmental approvals, the County shall cause the construction of the Project during 2011.

**III. COSTS**

A. Within 30 days after the Metropolitan Council approves the Project as eligible for future grant reimbursement, the City shall pay to the County the sum of \$20,000.00 ("City's Share").

B. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "Actual Construction Costs" and shall be so referred to herein. "Estimated Costs" are good faith projections of the costs, which will be incurred for this Project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

C. The Estimated Costs of construction of the Project is \$390,000.00.

D. The City shall pay for the Actual Construction Costs of the Project. Upon award of the contract to construct the Project, the City shall pay to the County the Estimated Costs less the City's Share ("Deposited Amount"). If the Actual Construction Costs of the Project exceed the Deposited Amount, the City shall pay the County the difference within 30 days of the County providing documentation of said amount to the City. If the Actual Construction Costs is less than the Deposited Amount, the County shall at the time of the completion of the Project pay the difference to the City.

**IV. TERM**

This Agreement shall continue until such time as the County has connected the access road to other internal park roads to be constructed in the future and the City's obligation to maintain the access road has terminated as provided hereinafter.

**V. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

**VI. CONTRACTS AND PURCHASES**

All contracts let and purchases made pursuant to this Agreement shall be made by the 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 disbursements shall be made upon request by either party.

**VIII. OWNERSHIP OF IMPROVEMENTS**

All improvements constructed as a part of the Project shall be owned by the County.

**IX. MAINTENANCE OF IMPROVEMENTS**

The City shall at its sole cost maintain and repair the access road from Traprock Street to the parking lot for the boat launch until such time as said road is connected to future internal park roads. The City shall also provide ongoing surveillance and law enforcement at the boat launch and parking lot facility through the Ramsey Police Department. The County shall be responsible for maintaining and repairing the parking lot and boat launch.

**X. REIMBURSEMENT TO CITY**

The County shall reimburse the City for part of the cost to construct the Project in an amount equal to the difference between the Actual Construction Costs and the City's Share; provided that reimbursement shall be made only at such time and to the extent that the County receives funding from the Metropolitan Council for the Project.

**XI. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Ramsey, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, on behalf of the City.

**XII. INDEMNIFICATION**

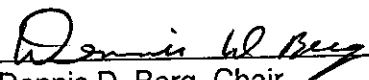
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

**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 of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

By:   
Dennis D. Berg, Chair  
County Board of Commissioners


Dated: 8/5/10

**CITY OF RAMSEY**

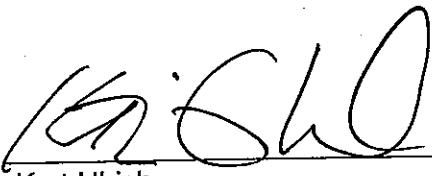
By:   
Bob Ramsey  
Mayor

Dated: 7-27-10

**ATTEST**

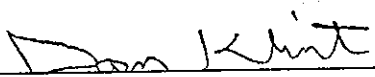
By:   
Terry L. Johnson  
County Administrator

Dated: 8/5/10

By:   
Kurt Ulrich  
City Administrator

Dated: 7/25/10

**APPROVED AS TO FORM**

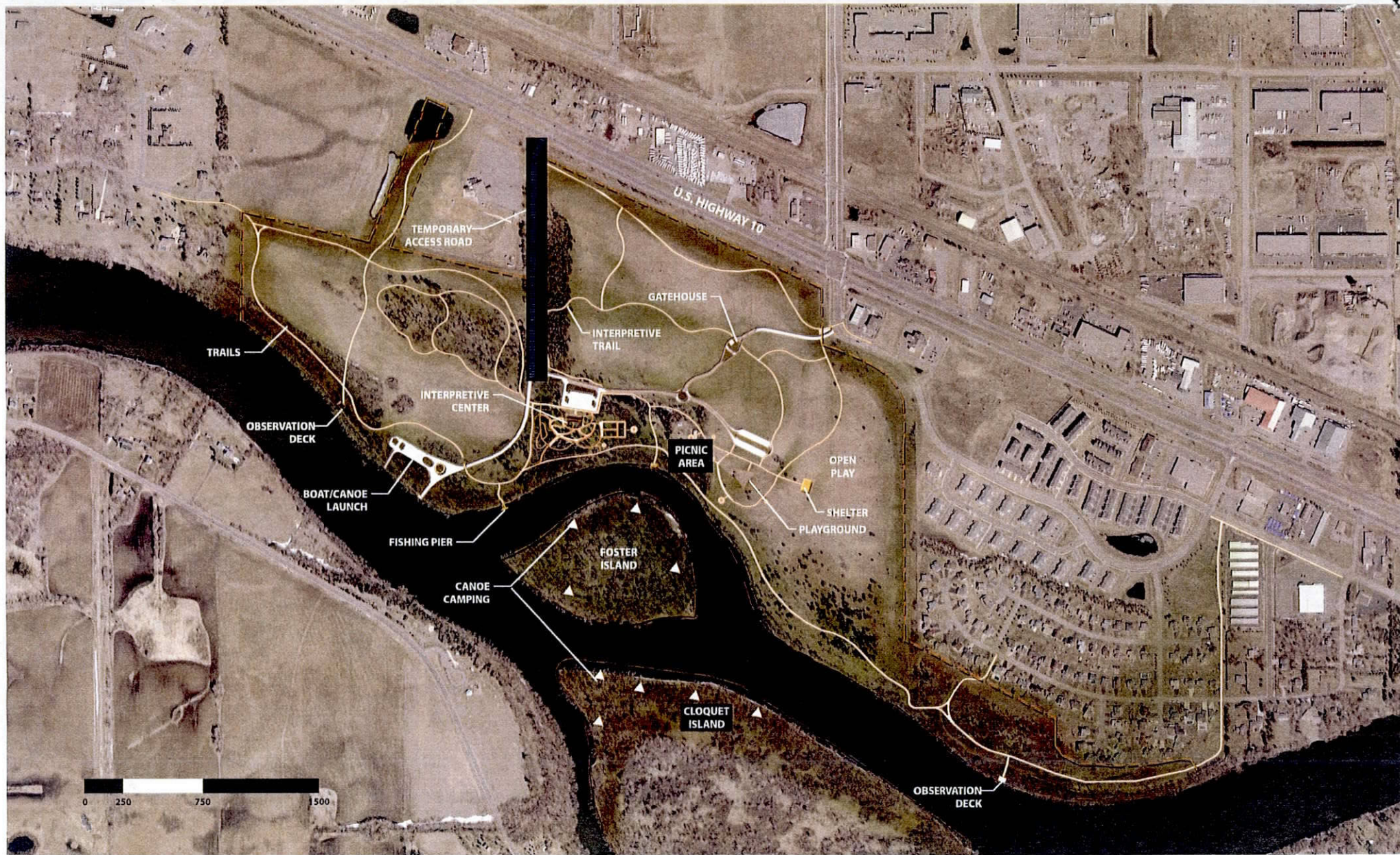
By:   
Dan Klint  
Assistant County Attorney

Dated: 8-16-10

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



**MISSISSIPPI WEST MASTER PLAN**  
 Conceptual Design  
 (3.3.2010)