

**JOINT POWERS AGREEMENT
FOR CONSTRUCTION OF THE NATIONAL AND REGIONAL MISSISSIPPI RIVER
TRAIL FROM THE MISSISSIPPI COMMUNITY PARK TO MISSISSIPPI WEST
REGIONAL PARK**

This Joint Powers Agreement (JPA) is made and entered into this ____ day of _____, 2013, 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 cities of Anoka and Ramsey, municipal corporations under the laws of the State of Minnesota, 2015 First Avenue North, Anoka, Minnesota 55303, and 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City" or "Cities."

WITNESSETH

WHEREAS, access to parks, trails, and recreation areas, are essential to the quality of life, health and welfare of the Cities, the County, the region and the state's residents; and

WHEREAS, the landscape, natural resources and waters centered upon the Mississippi River are beautiful and inspiring to residents and tourists alike; and

WHEREAS, the Mississippi River Trail (MRT) is an existing and planned bicycle route that offers an opportunity for extraordinary adventure along the entire river from the Headwaters in Lake Itasca State Park in Minnesota to the Gulf of Mexico in Louisiana; and

WHEREAS, the MRT will generate additional economic activity within the trail corridor area businesses; and

WHEREAS, the Cities of Anoka and Ramsey have constructed and continue to maintain portions of the Metropolitan Council designated regional trail facilities ; and

WHEREAS, it is in each jurisdictions' interest to collaborate on regional trail facilities and continue to seek funding for shared trails for the benefit of local, County and Metropolitan area residents, and to attract tourists; and

WHEREAS, the Cities have acquired a Federal Transportation Grant of \$440,300 for construction of a trail connecting Mississippi Community Park in Anoka to Mississippi West Regional Park in Ramsey; 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 segment of the Mississippi River Trail connecting the Mississippi Community Park and the existing regional trail at the east end of Mississippi West Regional Park. Further it is the intent of this JPA to provide for the planning, engineering, and capital costs, as a match to the Federal Transportation grant necessary to complete the project.

II. METHODS

A. Preliminary Planning/Approval

The Cities in consultation with Anoka County, have selected a consultant to provide for the planning, engineering, and construction administration for this project.

The Cities shall manage the grant process through the Metropolitan Council's Transportation Enhancement's program including, grant administration and project documentation for the purpose of seeking reimbursement for each respective City.

B. Design

The Cities shall be responsible for all engineering and design services and to prepare plans and specifications for the Project. Neither the City of Anoka or Ramsey shall go out for bids until such time as the County has approved, in writing, the plans and specifications for the Project.

C. Bidding/Construction

The City of Anoka and/or Ramsey 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 approved plans and specifications. After receipt of all necessary governmental approvals, the Cities of Anoka and Ramsey shall cause the commencement of the Project's construction.

III. COST ALLOCATION

A. The total costs of the work, including engineering and construction contracts, shall constitute the "Actual Project Costs" and shall be so referred to herein. Actual Project Costs shall not include City or County staff time, overhead, or any other costs that are not specifically part of a contract for services that is pre-approved in writing by the County. "Estimated Costs" are good faith projections of the costs which will be incurred for this Project.

The Estimated Cost of the Project is \$1,728,900 .

- B. The Actual Project Costs and Revenue for this project, will be split between the City of Anoka and City of Ramsey using a percentage split with 62.7% of said costs being assigned to the City of Anoka and 37.3% being assigned to the City of Ramsey. This cost./revenue split is based on the actual low bid received on August 6, 2013 and is summarized as Exhibit A of this document. These percentages were determined by assigning the estimated project cost east of the center of the westerly bridge to the City of Anoka and the estimated project cost west of the center of the westerly bridge to the City of Ramsey.
- C. The City of Anoka has been named the project manger of this project. As such, the City of Anoka will apply for the available Metropolitan Council federal Transportation Enhancement Grant funds, estimated to be \$440,300 and allocate said funds based on the percentages described in paragraph III. B.
- D. . Funding obligations not covered by the federal funds will be paid for by the City of Anoka. The City of Anoka will then invoice the City of Ramsey their funding obligation based on the percentages described in paragraph III. B.
- E. The County shall not be required to pay for any of the Actual Project Costs until such time as the County receives funding from the Metropolitan Council's Regional Park and Trail grant program.
- F. At the time the County receives funding from the Metropolitan Council's Regional Park and Trail grant program, the County agrees to reimburse the Cities for part of the Actual Project Costs in an amount not to exceed \$340,000 if the Actual Project Costs equal or exceed \$1,026,070. If the Actual Project Cost is less than \$1,026,070, the County agrees to reimburse the difference between the Actual Project Costs less the amount of \$686,070. In no case shall the County's obligation to reimburse the Cities for the Actual Project Costs exceed \$340,000.
- G. Upon receipt of County reimbursement funds, the City of Anoka will receive 62.75% of said reimbursement funds and the City of Ramsey will receive 37.3%.

IV. TERM

This Agreement shall continue in force until such time as the Transportation Enhancement funding grant is 'open' and shall sunset upon the closure of this grant by the Metropolitan Council or closure of the reimbursement by Anoka County of the Anoka County procured grant, whichever is later, and concurrence by the parties named within this JPA.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the City(ies) 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 two Cities in conformance to 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 jurisdiction within which such infrastructure shall be positioned or affixed, subject to terms of the Federal funding.

IX. MAINTENANCE OF IMPROVEMENTS

Each City shall maintain that portion of the trail segment funded by the Transportation Enhancement grant for the MRT, and located within its jurisdiction, for 20 years or greater; provided, however, that the Cities shall share equally the maintenance responsibilities and costs associated with the westerly bridge located between the Cities.

X. COUNTY REIMBURSEMENT FOR COUNTY SHARE OF PROJECT

The County shall actively seek grant funds from the Metropolitan Council's Regional Park and Trail grant program to reimburse the City of Anoka for the County's portion of the cost to construct the Project; provided that reimbursement shall be made only at such time and to the extent that the County receives fully executed grant agreements from the Metropolitan Council and successfully submits documentation for, and receives reimbursement of, approved grant funds.

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, the City Administrator of Anoka, 2015 First Avenue North, Anoka, Minnesota, 55303, and the City Administrator of Ramsey, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, on behalf of each respective City.

XII. INDEMNIFICATION

The Cities 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 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: _____

Rhonda Sivarajah
Chair; County Board of Commissioners

Dated: _____

ATTEST

By: _____

Jerry Soma
County Administrator

Dated: _____

CITY OF ANOKA

By: _____

Phil Rice
Mayor

Dated: _____

ATTEST

By: _____

Tim Cruikshank
City Manager

Dated: _____

CITY OF RAMSEY

By: _____

Sarah Strommen
Mayor

Dated: _____

By: _____

Kurt Ulrich
City Administrator

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

By: _____
Scott Baumgartner
City Attorney

Dated: _____

By: _____
Joe Langel
City Attorney

Dated: _____