

**JOINT POWERS AGREEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF A PAVED TRAIL  
FROM WILDERNESS PARK ACROSS COUNTY PROPERTY  
TO AVOCET STREET TRAIL**

This Joint Powers Agreement (JPA) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 the "County," and the City of Coon Rapids, a Minnesota municipal corporation, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

**WITNESSETH**

WHEREAS, access to parks, trails, and recreation areas are essential to the quality of life, health, and welfare of the City, the County, and the region; and

WHEREAS, the City is proposing to construct a trail from its Wilderness Park, going north, through County property, the underpass on Main Street (aka County State Aid Highway 14), through County park property and then connecting to a City trail; and

WHEREAS, part of the proposed trail will be constructed on County Park property; and

WHEREAS, the project will provide an additional pedestrian connection between the local residents and Bunker Hills Regional Park to the north of Main Street; and

WHEREAS, it is in the financial interest of each jurisdiction to collaborate on regional and local trail facilities for the benefit of local, County, and Metropolitan area residents; and

WHEREAS, the City and the County both have funding for said proposed trail project; and

WHEREAS, Minn. Stat. § 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 trail segment that will connect local trails south of Main Street to trails in Bunker Hills Regional Park, north of Main Street, in the cities of Coon Rapids and Andover. The trail will be constructed on three separate parcels. Parcel A is owned by the City and is identified for tax purposes as PIN No. 11-31-24-21-0002 ("City Property"). Parcel B and Parcel C are owned by the County and are identified for tax purposes as PIN Nos. 11-31-24-12-0002 and 02-31-24-43-0001, respectively (hereinafter collectively referred to as its "County Property"). These three separate parcels are depicted in Exhibit A, which is attached hereto and incorporated herein ("Project"). Further, it is the intent of

this JPA to provide for the planning, engineering, and capital costs necessary to complete the Project and provide for the operation and maintenance of the Project for the next 20 years.

**II. METHODS**

**A. Preliminary Planning/Approval**

The City, in consultation with the County, shall provide for the planning, engineering, construction, and construction administration for the Project.

**B. Design**

The City shall be responsible for all engineering and design services and will prepare plans and specifications for the Project in consultation with the County. The City shall not 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 shall do the calling for all bids and the accepting of all bid proposals, and shall cause the construction of the Project in conformance with the approved plans and specifications. The award of the bid to the lowest responsible bidder shall be made in consultation with the County prior to the execution of the construction contract. After receipt of all necessary governmental approvals, the City shall cause the commencement of the Project's construction and shall manage the Project through to completion.

**III. COST ALLOCATION**

A. The total cost of the work for this Project, including engineering and construction contracts, shall constitute the "Actual Project Costs" and shall be so referred to herein. 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. Actual Project Costs shall not include non-engineering related 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.

B. The County shall be responsible for the Actual Project Costs related to the construction of the trail segment located on Parcel C (includes paving through the underpass), located north of the Main Street underpass. The City shall be responsible for the Actual Project Costs related to the construction of the trail on Parcel A and Parcel B.

The estimated construction cost of the Project is \$280,616.00.

The estimated construction cost for Parcel C is \$74,040.00.

The estimated construction cost for Parcel A and Parcel B is \$206,576.00.

Engineering and other costs shall be based upon eight percent (8%) of the actual construction costs.

C. The County shall reimburse the City for its part of the Actual Project Costs as follows:

1. The County shall pay 95% of its portion of the construction costs to the City at the time the City enters into a contract with a contractor to construct the Project, and the County has approved the payment and performance bonds, and the insurance certificates as herein required.

2. The County shall pay its share of the remaining Actual Project Costs to the City at such time as the construction of the Project is complete.

#### **IV. TERM / TERMINATION**

This Agreement shall continue in force and effect until terminated as hereinafter provided.

#### **V. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or City pursuant to this JPA 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 JPA shall be made by the City in conformance to State laws. All contracts shall require payment and performance bonds in the full amount of the contract naming both the City and the County as beneficiaries. All contracts shall contain the following indemnification paragraph:

The Contractor agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses, losses, damages or lawsuits for damages arising from or related to the negligent provision, or failure to provide, services hereunder.

All contracts shall include the insurance requirements as set forth in Exhibit B, which is attached hereto and incorporated herein.

Construction shall not start until such time as the City submits to the County copies of payment and performance bonds and an insurance certificate(s) with endorsements evidencing the coverage described herein and the County approves the same in writing. Furthermore, the City shall not begin construction of the trail within Parcel B as shown on Exhibit A until such time as the County provides written authorization, which is estimated to be July 1, 2015.

#### **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**

The County shall own the trail segment constructed on Parcels, B and C. The City shall own the trail segment constructed on Parcel A and the trail segment in the underpass.

**IX. MAINTENANCE OF IMPROVEMENTS**

The City and County shall provide maintenance for that portion of the trail segment located within its existing jurisdiction, for a minimum of 20 years. The closure or abandonment of any portion of trail segments beyond 20 years shall only occur with the mutual consent of both parties. The City shall maintain the entire trail corridor until such time as the County has made a trail connection from the Main Street pedestrian tunnel north to the BNSF Railroad pedestrian tunnel or until January 1, 2019, whichever occurs first. Maintenance shall include, but not be limited to, trash removal, edge mowing, sweeping, tree trimming, surface patching, crack sealing, and plowing.

In addition to its responsibilities to maintain the Pedestrian Tunnel under Main Street pursuant to Amendment No. 1 to the Joint Powers Agreement between the County and the City (Anoka County Contract No. 2010-0609A) for Pedestrian Tunnel Section, Subs. 2B, the City's responsibility for maintenance shall also include graffiti removal in and around the pedestrian tunnel area.

**X. 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 to the City Manager for the city of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

**XI. 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 JPA.

**XII. ENTIRE AGREEMENT / REQUIREMENT OF WRITING**

It is understood and agreed that the entire agreement of the parties is contained herein and that this JPA 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.

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IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

**CITY OF COON RAPIDS**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
County Board of Commissioners

By: \_\_\_\_\_  
Jerry Koch  
Mayor

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

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

**ATTEST**

By: \_\_\_\_\_  
Jerry Soma  
County Administrator

By: \_\_\_\_\_  
Steve Gatlin  
City Manager

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Dan Klint  
Assistant County Attorney

By: \_\_\_\_\_  
David Brodie  
City Attorney

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

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

BUNKER HILLS REGIONAL PARK

PARCEL C  
COUNTY OF ANOKA  
02-31-24-43-0001

CSAH 14

PARCEL B  
COUNTY OF ANOKA  
11-31-24-12-0002

PARCEL A  
CITY OF COON RAPIDS  
11-31-24-21-0002

121st AVE

**EXHIBIT A**

0 170 340 680 1,020 1,360 Feet

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**EXHIBIT B  
CONSTRUCTION/MAINTENANCE  
(\$100,000 TO \$500,000)  
INSURANCE REQUIREMENTS**

Bidders/contractors/consultants (hereinafter referred to as the "Contractor") will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER: C0003999.**

- 1.1 **Commercial General Liability and Umbrella Liability Insurance.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence.
  - 1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
  - 1.1.2 **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
  - 1.1.3 The County's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
  - 1.1.4 Coverage as required in paragraph in 1.1 above will include Per-Project General Aggregate Limit, using ISO form CG 25 03 (or a substitute form providing equivalent coverage).
  - 1.1.5 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1.
- 1.2 **Automobile Liability.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each accident.

- 1.2.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
  - 1.2.2 Coverage as required in paragraph in 1.2 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
  - 1.2.3 Waiver of Subrogation. Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 of this Exhibit.
- 1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$1,000,000 Bodily Injury By Accident for each accident, not less than \$1,000,000 Bodily Injury By Disease each employee and not less than \$1,000,000 Bodily Injury By Disease policy limit.
- 1.3.1 If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
    - 1.3.1.1 Provide evidence why the contractor is not required to obtain Workers' Compensation Insurance.
    - 1.3.1.2 A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
    - 1.3.1.3 A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
  - 1.3.2 Waiver of Subrogation. Lessee waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Lessee pursuant to Paragraph 1.4 of this Exhibit. Lessee will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- 1.4 **Builders' Risk Insurance.** Anoka County will maintain Builders' Risk Insurance for this project. Contractor will be responsible for the \$15,000.00 deductible.
- 1.5 **Other Insurance Provisions**
- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is

attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- 1.5.2 **Cancellation and Material Change Endorsement** shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.5.3 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.5.4 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.5.5 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.6 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.7 **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.8 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.9 **Acceptability of Insurer(s).** Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.