

RESOLUTION NO. 2008-241

**RESOLUTION APPROVING JOINT AND COOPERATIVE AGREEMENT FOR
THE CAMBRIDGE – ISANTI BIKE / WALK TRAIL**

WHEREAS, the Bike Walk trail linking the City of Cambridge to the City of Isanti will be a joint effort between the City of Isanti, the City of Cambridge, the County of Isanti, and Isanti Township; and,

WHEREAS, the joint effort needs an agreement to clearly define the roles and responsibilities each entity; and,


WHEREAS, the City of Isanti, the City of Cambridge and the County of Isanti have been meeting to compose an agreement to bring forth to their respective boards; and,

WHEREAS, the agreement within Exhibit A is an agreement that the representatives of Isanti feel comfortable in representing the City of Isanti.


NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that the City Council approves the agreement on Exhibit A.

This resolution was duly adopted by the Isanti City Council this 16th day of September 2008.

Attest:



Mayor George A. Wimmer



Irene J. Bauer
Assistant City Administrator/City Clerk

Exhibit A

**JOINT AND COOPERATIVE AGREEMENT
FOR THE CAMBRIDGE-ISANTI BIKE/WALK TRAIL**

THIS AGREEMENT is made as of this ____ day of _____, 2008, by and between the City of Isanti ("Isanti"), the City of Cambridge ("Cambridge"), Isanti Township ("Township"), and Isanti County ("County"), all municipal corporations and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, the County acting as the sponsor on behalf of the Cambridge/Isanti Bike/Walk Committee has been awarded \$149,600 of federal funding through the SAFETEA-LU program for the construction of the Cambridge-Isanti Bike-Walk Trail, a trail connecting Cambridge and Isanti ("Trail"); and,

WHEREAS, the County acting on behalf of the Cambridge/Isanti Bike/Walk Committee has been awarded \$686,000 of federal funding through the 2008 Omnibus Appropriation Bill for the engineering and construction of the Trail; and,

WHEREAS, the City of Cambridge has been awarded a \$156,000 grant from the State of Minnesota through the 2008 Bonding Bill (HF 380) for the engineering and construction of the Trail; and,

WHEREAS, the parties have determined that it is in the best interest of the citizens of Isanti County, Isanti Township and the cities of Cambridge and Isanti to provide by this Joint and Cooperative Agreement entered into pursuant to and in accordance with the provisions of Minn. Stat. § 471.59, for the construction, operation and maintenance of the Trail.

NOW, THEREFORE, on the basis of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. Advisory Committee.

1.01. Cambridge and Isanti will each appoint one representative to an Advisory Committee which will meet from time to time, on an as-needed basis, to discuss matters of common concern such as design, maintenance standards and rules and regulations governing the use of the Trail.

2. Acquisition of Easements.

2.01. Permanent Easements for the Trail will be secured prior to incurring any expense for design of the Trail.

- 2.02 Temporary Construction easements may be required. The Consultant shall determine what, if any, construction easements are needed to construct the trail. These easements shall be secured prior to approving final design.
- 2.03 Cambridge and Isanti shall be responsible for obtaining all easements required for this project.
- 2.04. The Trail easements will be held in the name of, or transferred to, Cambridge for that part of the Trail lying north of the centerline of the right of way of 301st Avenue, and held in the name of, or transferred to, Isanti for that part of the Trail lying south of the centerline of the right of way of 301st Avenue.

3. Engineering.

- 3.01 A consultant engineering firm shall be retained to provide and prepare preliminary design, final design, plans, specifications, special provisions, bidding documents and construction engineering for this project which will meet or exceed required standards.
- 3.02 The county, in consultation with the Cities, shall retain and administer the consultants work on behalf of the Cities.
- 3.03 The consultant shall be required to consult with the Advisory Committee prior to beginning work, and then throughout the design process up to and including final design.
- 3.04 All costs for the consultant engineering services shall be the responsibility of the Cambridge and Isanti to split equally.
- 3.05 Prior to the county retaining any consultant services the Cities will be required to transfer sufficient funds to the County to cover the costs of these services.

4. Technical Assistance.

Technical or staff assistance may be requested by the County and provided by any of the other participating entities, however such assistance will be limited to that which available staff time and resources may reasonably allow.

5. Construction.

- 5.01. After approval of plans and specifications by Cambridge and Isanti, the County will advertise for bids in accordance with applicable bidding procedures of State law and County procedures.

- 5.02. Upon receipt of bids, the County will consult with Cambridge and Isanti Advisory Committee Members to determine whether to proceed with construction of the project.
 - 5.03. The county will award the contract and oversee construction of the Trail. Construction engineering shall be provided by a consultant engineering firm as stated in section 3. The County shall be the fiscal agent and receive all grant funds for the construction of the Trail. The County will not be required to commence design, preparation of plans and specifications, or construction, unless sufficient funds to design and construct the project have been received by the County or otherwise secured to the satisfaction of the County.
 - 5.04. If the project does not proceed because either Cambridge or Isanti does not approve plans and specifications or because either Cambridge or Isanti does not authorize the award of bids the project will be abandoned and Cambridge and Isanti will reimburse the County for expenses incurred, in equal shares. If there are cost overruns in construction of the Trail, costs in excess of available grant funds will be reimbursed to the County by the Cities of Cambridge and Isanti in equal amounts.
 - 5.05. If the project is abandoned any required payback of already expended State, federal, or local funds shall be the responsibility of Cambridge and Isanti in equal shares and accordance with State and or federal requirements.
 - 5.06. All construction costs for the trail in excess of available federal and State grant funds shall be the responsibility of Cambridge and Isanti and reimbursed to the County in equal amounts. This includes any cost overruns in the construction of the trail.
 - 5.07. The County shall have the authority to approve cost overruns within the general scope of the project, which may occur as part of the construction of the trail, up to 5 percent of the total bid amount. If cost overruns exceed this 5 percent the county shall notify and get approval from the Advisory Committee members for these additional expenditures. The County/Consultant will keep the Advisory Committee informed of the general progress of the project throughout the construction
 - 5.08. Once the project has been awarded the County shall require Cambridge and Isanti to deposit, in equal shares, the dollar amount not covered by the grant funds plus 5 percent of the total bid amount with the county to cover potential overruns. If the overruns exceed this amount Cambridge and Isanti will be required to deposit these additional funds once the county has requested them. Any of these funds not needed will be returned to Cambridge and Isanti.
6. Transfer of Trail.

6.01. Upon completion of construction of the Trail in accordance with the approved plans and specifications, the County will turn over responsibility to Isanti and Cambridge, which parties will thereafter be responsible for maintenance and operation, and any future construction of the Trail.

7. Maintenance.

7.01. That part of the trail lying north of the centerline of the right of way of 301st Avenue will be maintained by Cambridge and that part of the Trail lying south of the centerline of the right of way of 301st Avenue will be maintained by Isanti.

7.02. The Trail will be maintained to standards consistent with trails of similar type and design elsewhere in the region. Each year, for twenty (20) years, on the anniversary date of this contract, Isanti Township will reimburse the City of Isanti for its share of trail maintenance in the amount of \$500 and the City of Cambridge in the amount of \$500. As Cambridge and Isanti annex property that includes segments of the trail initially in the Township, the city annexing that part of the Trail will assume a proportionate share of the maintenance responsibility of the Township.

8. Miscellaneous.

8.01. This Agreement will terminate on the date 20 years from the date of transfer of responsibility for the Trail from the County to Cambridge and Isanti.

8.02. Cambridge, Isanti or the Township may relocate the Trail as needed for public purposes, including, but not limited to, economic development, in the future. The party relocating the Trail shall assume all costs for acquiring easements and construction of the relocated Trail.

8.03. This Agreement shall be effective upon execution of all four parties hereto.

8.04. Each party to this Agreement shall be responsible for claims arising out of its acts, errors, and omissions. Nothing herein shall be deemed a waiver by any party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

8.05. Upon completion of construction of the Trail and payment of all expenses, the County will return any remaining funds that are not required to be remitted to granting agencies to Cambridge and Isanti in the same proportion as funds were contributed by those cities.

8.06. All costs for the engineering and construction of the trail , in excess of the federal and state grants, shall be the responsibility of Cambridge and Isanti in equal shares.

8.07 Any legal fees necessary for issues arising out of right of way acquisition,

contracts, construction, or other project related issues shall be the responsibility of Cambridge and Isanti in equal shares.

IN WITNESS WHEREOF, the undersigned, as duly authorized representatives of the parties, have duly executed this Agreement as of the day and date first above written.

COUNTY OF ISANTI

By: _____
Its Chair

Date: _____

By: _____
Its Clerk

Date: _____

ISANTI TOWNSHIP

By: _____
Its Chair

Date: _____

CITY OF CAMBRIDGE

By: _____
Its Mayor

Date: _____

By: _____
Its Clerk

Date: _____

CITY OF ISANTI

By: _____
George A. Wimmer, Mayor

Date: 9/17/08

By: _____
Irene J. Bauer, Assistant City Administrator/City Clerk

Date: 9-17-08