



COUNTY OF ANOKA

PUBLIC SERVICES DIVISION

*-Highway -Parks & Recreation -Surveyor -GIS -Transit -Administration
- Integrated Waste Management - License Bureau*

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Division Manager
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June 6, 2013

Ms. Barb Bouljon
President
Coon Lake Improvement Association
19439 East Tri Oak Circle NE
Wyoming, MN 55092

Dear Barb:

Enclosed is one fully executed copy of the Memorandum of Understanding between Anoka County and the Coon Lake Improvement Association, providing for joint funding of Preliminary Engineering for an Outlet Diversion on County Ditch #56.

According to Section 2.B. of this agreement, Coon Lake Improvement Association is to make payment to Anoka County in the amount of \$7,624.00. Please send this payment to my attention. Upon receipt, we will issue a notice to proceed to WSB and Associates.

Please contact me if you have any questions.

Sincerely,

Jon G. Olson, P.E.
Division Manager, Public Services

JO:kr

Enclosure: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this 14th day of May, 2013, notwithstanding the dates of the signatures of the parties, by and between the County of Anoka, Minnesota (the "County") and the Coon Lake Improvement Association (CLIA), PO Box 54, East Bethel, MN 55011.

RECITALS

WHEREAS, Anoka County and the Coon Lake Improvement Association (CLIA) are in need of professional services to assist with Preliminary Design, Design and Construction Engineering as well as the Public Ditch process (MN Statutes 103E) for the Diversion of the Outlet of County Ditch 56; and

WHEREAS, the County and the Coon Lake Improvement Association (CLIA) wish to enter into a Memorandum of Understanding to provide for the joint funding of professional services contracts for these services; and

WHEREAS, the County Board previously found that the Coon Lake Improvement District (CLID) may fund the Outlet Diversion of County Ditch 56 Project as a water quality improvement project and that the activity is consistent with section 8. h. of the Order to Establish, Resolution #2008-10, which reads "Such other programs, plans, studies, developments, or implementations as are allowed or permitted by law and approved by the county board from time to time." Minnesota Statute §103B.551 Subd. 3(3) permits the plan, study, development or implementation to "change the course current or cross section of public waters;" and

WHEREAS, the CLID met on July 25, 2012 and agreed to expend up to \$50,000 or 50% toward a completed Ditch 56 diversion project; and

WHEREAS, the CLIA met on May 16, 2013 and agreed to expend up to 50% of the cost of the preliminary engineering costs for the outlet diversion of County Ditch 56.

WHEREAS, the County estimates the entire project to cost approximately \$125,000-\$150,000; and

WHEREAS, the County Board issued a Request for Proposal for Professional Services for the Diversion of the Outlet of County Ditch 56; and

WHEREAS, WSB and Associates, Inc. 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 submitted a proposal to provide Professional Engineering Services for the Diversion of the Outlet of County Ditch 56; and

WHEREAS, the County and CLIA wish to advance the project through Phase 1: Engineering Report, Tasks 1 through 10 as presented in the Request for Proposal for Professional Services for the Diversion of the Outlet of County Ditch 56 and the proposal submitted by WSB and Associates, Inc. 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416; and

WHEREAS, the County has awarded a contract in the amount of \$40,766.00 to WSB and Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416; based on the County Issued RFP dated May 18, 2012 and their proposal dated June 15, 2012; and

WHEREAS, the County Board authorized the Notice to proceed be issued to WSB, following the execution of said contract, for Phase 1: Engineering Report, Tasks 1 through 10 only in the amount of \$15,248.00. The amount of \$15,248.00 is to be shared equally between CLIA and Anoka County; and

WHEREAS, the parties agree that it is in their best interests to define their respective responsibilities and obligations; and

NOW, THEREFORE, IT IS HEREBY AGREED:

SECTION 1. PURPOSE

The purpose of this agreement is to provide for the joint funding of Phase 1: Engineering Report, Tasks 1 through 10 of the Professional Services Contract in the amount of \$15,248.00 with WSB and Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416; based on the County Issued RFP dated May 18, 2012 and their proposal dated June 15, 2012. The completion of Phase 1: Engineering Report, Tasks 1 through 10 will result in an engineers' report on the feasibility of the project, an analysis of the impacts on drainage, and a detailed cost estimate. Phase 1: Engineering Report, Tasks 1 through 10 will provide the information needed to determine the viability of continuing the project to completion.

The CLIA recognizes and understands that the County is participating in Phase 1: Engineering Report, Tasks 1 through 10 only and the County makes no commitment to fund future tasks for engineering or project construction.

Any work beyond Phase 1: Engineering Report, Tasks 1 through 10 will require an amendment to this agreement which covers the terms of payment for any additional work.

SECTION 2. ROLES AND RESPONSIBILITIES

- A. CONSULTANT CONTRACTS.** The parties agree that the County will enter into and manage professional services contracts with WSB and Associates, Inc., 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416.
- B. FINANCIAL CONTRIBUTIONS.** The County shall contribute \$7,624.00 and the CLIA shall contribute \$7,624.00 for the joint funding of said professional services contracts. Upon execution of this Agreement, the CLIA shall make payment in the amount of \$7,624.00 to the County.

SECTION 3. MISCELLANEOUS PROVISIONS.

- A. TERM OF AGREEMENT.** This Agreement shall commence upon the date of receipt of all necessary signatures and shall terminate upon completion of Phase 1: Engineering Report, Tasks 1 through 10. In no event shall this Agreement extend beyond December 31, 2014.

Either party may terminate this agreement, with or without cause, upon 30 days written notice to the other party.

If County terminates this Agreement prior to completion of Phase 1: Engineering Report, Tasks 1 through 10, County shall return all unused portions of CLIA funding.

- B. DISBURSEMENT OF FUNDS.** Contracts let and purchases made under this Agreement shall conform to the requirements applicable to contracts and purchases of the County.
- C. THIRD PARTY BENEFICIARIES.** This Agreement shall not inure to the benefit of, or create any right or cause of action in or on behalf of, any person or entity other than the County and the CLIA, and their successors or assigns.
- D. AMENDMENT.** No amendment to any provision of this Agreement is valid unless in writing and signed by an authorized representative of each party.
- E. DISTRIBUTION OF PROPERTY.** Any surplus monies shall be returned to the parties in proportion to their contributions upon termination of this Agreement.
- F. LIABILITY**

1. Responsibility for Own Acts and Omissions.

Each party agrees that it will be responsible for its own acts and omissions and any liability resulting there from to the extent authorized by law. No party shall be responsible for the acts of the other party or the results thereof.

2. No Waiver.

Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a party's statutory or common law immunities or limitations on liability, including, but not limited to, Minn. Stat. Chap. 466. Further, the party's obligations set forth in this Section F and otherwise in this Agreement, are expressly limited by the provisions of Minn. Stat. Chap. 466, Minn. Stat. § 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

**COON LAKE IMPROVEMENT
ASSOCIATION**

COUNTY OF ANOKA

By: Barb Bouljon
Barb Bouljon
Title: President, CLIA _____

By: Rhonda Sivarajah
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Dated: May 27, 2013

Dated: 5-30-13

ATTEST:
Michael D. Haynor Treasurer

ATTEST:
Jerry Soma
Jerry Soma
County Administrator

Dated: 5-27-13

Dated: 5-30-13

APPROVED AS TO FORM:

Nancy Ann Soma 6.3.13
Assistant County Attorney