

**JOINT POWERS AGREEMENT
BETWEEN
THREE RIVERS PARK DISTRICT,
CITY OF ROBBINSDALE AND CITY OF GOLDEN VALLEY

FOR THE PROVISION OF PARK SYSTEM SERVICES
FOR SOCHACKI PARK**

THIS AGREEMENT is made and entered into by and between Three Rivers Park District, (hereinafter referred to as "Park District"), the City of Robbinsdale (hereinafter referred to as "Robbinsdale"), and the City of Golden Valley (hereinafter referred to as "Golden Valley"); and sometimes hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties to this Agreement are units of government responsible for providing park and trail services; and

WHEREAS, Robbinsdale owns parkland known as Sochacki Park and Golden Valley owns parkland known as Mary Hills and Rice Lake Nature Areas, all adjacent to one another and all located in Hennepin County (hereinafter collectively referred to as the "Parkland"); and

WHEREAS, the Parties wish to cooperatively work together to provide regional park and trail system services such as programming, education, natural resources management and facility development in Golden Valley and Robbinsdale which have no Park District regional parks through a partnership between the Parties.

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth, the Parties agree as follows:

1. Purpose

The Parties seek to provide a recreational setting and opportunity for visitors to experience wilderness in the city - a nature-based, parkland-themed on how nature restores balance, with an emphasis on enhancing existing facilities, water quality improvements, environmental education and outdoor recreation programming.

2. Authority

The Parties hereto are entering into this agreement pursuant to the provisions of Minn.Stat. § 471.59.

Governance Policy Board

- a. Membership. Golden Valley and Robbinsdale and Three Rivers Park District agree to establish, and appoint the following individuals to, a Governance Policy Board:
 - 1) Park District: Chair and District Commissioner
 - 2) Robbinsdale: Mayor and Council member
 - 3) Golden Valley: Mayor and Council member

- b. Policy Board duties. The board agrees to meet a minimum of once per-year and more if needed which will be determined by the board. The board shall have the following duties:
 - 1) Consideration of dispute resolutions.
 - 2) Agrees to appoint Operations Committee members who meet on an as-needed basis to conduct business as appropriate.
 - 3) Create operational bylaws for the Policy Board.
 - 4) Review of budget and/or funding opportunities for the parkland
 - 5) Discuss park objectives and priorities, and review of Capital Improvement Plan projects.
 - 6) Take action on any policy items related to the Parkland.

3. Operations Committee

- a. Membership. Operations Committee members shall be Robbinsdale and Golden Valley City Managers and/or their designees and Park District Superintendent and/or designees.

- b. Operations Committee duties. The Committee agrees to meet twice annually as needed based on the determination of the majority of the Committee to discuss:
 - 1) Execution of the three-year Capital Improvement Plan projects (Exhibit A). As public needs shift or change, the Operations Committee reserves the right to refocus Parkland vision and capital projects to satisfy demand.
 - 2) Recommend modification of the Joint Powers Agreement, as needed.
 - 3) Other operational discussion items.

4. Dispute resolution

- a. Resolution Procedure. In the event any Party believes that there has been an incorrect interpretation of a term or condition of this Agreement, the other Party has failed to perform an obligation under this Agreement or there has otherwise been a violation of this Agreement, the respective City Council or Park District Board shall adopt a resolution stating the specific facts that it believes give rise to the dispute. The resolution shall be immediately transmitted to the Governance Policy Board upon its adoption by the respective City Council or Park District Board. The Governance Policy Board shall consider the resolution as the first order of business at its next regularly scheduled meeting and must submit its resolution of the dispute within forty-five (45) days thereafter by written communication to all Parties. The objecting Party may accept or reject the determination of the Governance Policy Board, or withdraw the dispute.

5. Scope of Agreement

- a. Parkland Name. The Parkland is currently known separately as Sochacki Park, Mary Hills Nature Area and Rice Lake Nature Area. Golden Valley agrees to re-name its portion of the Parkland, Sochacki Park, in order to provide the greatest benefit to the public. Mary Hills and Rice Lake Nature Areas will retain their naming designations as management units.
- b. Ownership. Robbinsdale will maintain ownership of the original Sochacki Park parcel. Golden Valley will maintain ownership of its parcels, formerly known as Mary Hills Nature Area and Rice Lake Nature Area. The Park District will not own any lands.
- c. Programming. The Park District is committed to providing environmental education and recreation programming in the Parkland. Programming partners may include, but are not limited to, municipalities, public schools, private non-profits, and watershed jurisdictions.
- d. Operations and maintenance.
 - 1) Park District Responsibilities within the Parkland:
 - i. All paved trail maintenance including but not limited to, preventative surface treatment, trail inspection and maintenance, and trail edge vegetation management;

- ii. Winter trail maintenance including snow removal and surface treatment, as deemed appropriate; and
 - iii. Maintenance of new and refurbished recreational facilities and signage that are developed or redeveloped by the Parties, including seasonal, routine or daily maintenance.
- 2) Robbinsdale responsibilities within its municipal jurisdiction:
 - i. Trash removal. If new trash receptacles are proposed, prior approval must be given by Robbinsdale staff.
 - ii. Maintenance of existing infrastructure until removed, or until replaced or refurbished by the Parties, including but not limited to the existing picnic shelter and boardwalk.
 - iii. City-owned utilities, infrastructure and storm water management.
- 3) Golden Valley responsibilities within its municipal jurisdiction:
 - i. Trash removal. If new trash receptacles are proposed, prior approval must be given by Golden Valley staff.
 - ii. Maintenance of existing infrastructure until removed, or until replaced or refurbished by the Parties, including but not limited to Rice Lake pier.
 - iii. City-owned utilities, infrastructure and storm water management.
- 4) Vegetative Management. The Parties, at their own discretion and within their jurisdiction, agree that existing vegetative management programs may continue within Parkland in Robbinsdale and in Golden Valley, and that each party may develop additional vegetative management and enhancement programs. The parties agree to update vegetative management programs annually.
- 5) Wildlife Management. The Parties, at their own discretion and within their jurisdiction, agree that existing wildlife management programs may continue within Parkland in Robbinsdale and in Golden Valley, and that each party may develop additional wildlife management and enhancement programs. The parties agree to update wildlife management programs annually.

- 6) Design and Construction. The Park District will assume responsibility for coordination of design and construction of new or redesigned facilities, with active participation on design and construction project teams by appropriate staff from all Parties. However, each Party retains the right to lead coordination of design and construction of new or refurbished facilities within their jurisdiction, when agreed upon by all Parties. All design plans shall be submitted to each Party for review and approval, provided however, that approval shall not be unreasonably withheld.

6. Law enforcement.

The Parties agree that a separate Sochacki Park Law Enforcement Joint Powers Agreement, which addresses each Parties' ordinance enforcement, will be incorporated into this agreement by reference at a future date (separate document).

7. Signage.

The Park District will be responsible for providing all signage within the Parkland this includes entrance signs and any signs relating to facilities, water quality, environmental education, and outdoor recreation programming. All signage acknowledging the partnership will be developed and the sign content and location(s) recommended by Operations Committee.

8. Indemnity.

The Parties agrees to defend, indemnify and hold harmless each other, their elected officials, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments or expenses arising from the fault of any Party's actions in design, ownership, development, maintenance or operations of the Parkland within their own jurisdictions. Each party must provide proof of insurance upon request to the others.

9. Funding.

The Park District shall lead efforts to obtain the funding required to complete Parkland capital improvements as identified in the three-year Capital Improvement Plan (referenced in Item 3. b. 1.) shown in Exhibit A. The Park District Board of Commissioners reserves the right to determine the amount of Park District capital funding to be provided for Parkland capital projects through its Asset Management Program each year. Additional funding sources for Parkland capital improvements may include all Parties, metropolitan,

state, federal and/or private sources. The Parties will continue to work together to explore and secure outside capital and operational funding. No party shall be obligated to provide any funding hereunder.

10. Termination of Agreement.


This Joint Powers Agreement may be terminated by any Party hereto by written notice at least one year prior to the date of the desired termination. In the event of such termination, all facilities developed or redeveloped by the Parties pursuant to this Agreement shall remain in use for regional recreation open space purposes as long as at least one party agrees to continue to maintain and operate the facility or facilities upon agreement by the landowner.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective officers.

THREE RIVERS PARK DISTRICT

a public corporation and political subdivision of the State of Minnesota


By: 
John Gunyou, Chair

By: 
Boe R. Carlson,
Superintendent/Secretary to the Board

Date: March 26, 2015

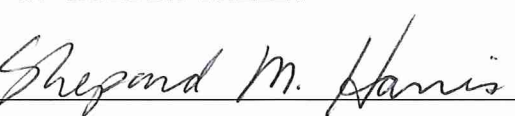
CITY OF ROBBINSDALE

By: 
Mayor

By: 
City Manager

Date: April 7, 2015

CITY OF GOLDEN VALLEY

By: 
Mayor

By: 
City Manager

Date: April 7, 2015

Exhibit A

To the Joint Powers Agreement Between Three Rivers Park District, City of Robbinsdale and City of Golden Valley

Sohacki Park Capital Improvement Plan

2015 - 2017

Year 1 (2015)

- 1.1 Design remainder of trail through Parkland
- 1.2 Begin in-house design of trail connection to Theodore Wirth Regional Park
- 1.3 Assess small-scale natural resource projects to determine feasibility and timing
- 1.4 Obtain community input on interactive art concept
- 1.5 Assess future year Capital needs and adjust Plan accordingly
- 1.6 Begin development of a long-term vegetation plan

Year 2 (2016)

- 2.1 Design off-leash dog-park, public input desired on location and design.
- 2.2 Design and preliminary engineering for trail connection to Theodore Wirth Regional Park
- 2.3 Assess need for Water Quality Plan and/or series of Best Management Practices to improve water quality in Parkland
- 2.4 Conduct non-paved trail improvements
- 2.5 Add interactive installations as determined
- 2.6 Assess future year Capital needs and adjust Plan accordingly.
- 2.7 Pave remainder of trail through Parkland

Year 3 (2017)

- 3.1 If appropriate, begin Water Quality Plan and/or implement select Best Management Practices
- 3.2 Construct Theodore Wirth Regional Park trail connection
- 3.3 Construct off-leash dog-park
- 3.4 Add interactive installation as determined
- 3.5 Assess future year Capital needs and adjust Plan accordingly

2018 and Beyond

- Continue interactive installation program
- Investigate trail connection along 36th Avenue between Sohacki Park and Crystal Lake Regional Trail
- Assess water access improvements to Rice Lake (boardwalks, teaching platforms, carry-in boat access)
- Provide drinking water (potentially done in conjunction with off-lease dog park)
- Provide permanent toilets (need driven by environmental education classes with kids; and dog-park)
- Development of a long-term vegetation plan