

 **COPY**

Anoka County Contract No. 2009-0599

**JOINT POWERS AGREEMENT
FOR THE INSTALLATION OF TRAFFIC SIGNAL LED RETROFITTING
AND PEDESTRIAN PUSH BUTTON REPLACEMENTS
IN THE CITY OF COON RAPIDS
(S.P. 114-030-10, City Project 09-18)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009 by and between the County of Anoka, a political subdivision of the State of Minnesota, 21160 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly cause the retrofitting of traffic signal LED's and the replacement of pedestrian push buttons at existing traffic signals; and,

WHEREAS, the parties to this Agreement agree that it is in their best interest that the costs of said projects be the city's responsibility; and,

WHEREAS, the City has prepared plans and specifications for the project which are on file in the office of the Anoka County Highway Department; and,

WHEREAS, said work will be carried out in accordance with the provisions of Minn. Stat. § 471.59.

NOW, THEREFORE, it is mutually stipulated and agreed:

I. PURPOSE:

The County and the City have joined together for the purpose of retrofitting of traffic signal LED's and the replacement of pedestrian push buttons, as described in the plans and specifications on file in the office of the Anoka County Highway Department and incorporated herein by reference. The locations are as follows:

- CSAH 1 (East River Road) at CR 132 (85th Avenue)
- CSAH 1 at 89th Avenue
- CSAH 1 (Coon Rapids Boulevard) at Avocet Street
- CSAH 1 at Egret Boulevard
- CSAH 1 at CSAH 78 (Hanson Boulevard)
- CSAH 1 at Xavis Street
- CSAH 1 at 111th Avenue *
- CSAH 1 at Mississippi Boulevard
- CSAH 1 at Pheasant Ridge Drive
- CSAH 1 at Round Lake Boulevard
- CSAH 1 at Blackfoot Street

- CR 3 (Coon Rapids Boulevard) at CSAH 11 (Foley Boulevard)
- CR 3 at 93rd Avenue/Flintwood Street
- CR 3 at Springbrook Drive
- CSAH 9 (Round Lake Boulevard) at CSAH 14 (Main Street)
- CSAH 9 at Riverdale SW Access
- CSAH 9 at Riverdale NW Access
- CSAH 9 at TH 10 South Ramp
- CSAH 9 at CR 79 (Northdale Boulevard)
- CSAH 10 at TH 47 East Ramps
- CSAH 10 at TH 47 West Ramps
- CSAH 11 at TH 10 South Ramps
- CSAH 11 at TH 10 North Ramps/ 101st Avenue
- CSAH 11 at Egret Avenue
- CSAH 11 (Foley Boulevard) at CSAH 12 (Northdale Boulevard)
- CSAH 11 (Northdale Boulevard) at Xeon Street
- CSAH 11 at Village 10 Center
- CSAH 11 at Raven Street
- CSAH 11 (Northdale Boulevard) at CSAH 18 (Crooked Lake Boulevard)
- CSAH 14 (Main Street) at Foley Boulevard
- CSAH 14 at Avocet Boulevard
- CSAH 14 at CSAH 18 (Coon Creek Boulevard)
- CAH 14 at TH 10 East Ramps
- CSAH 14 at TH 10 West Ramps
- CSAH 14 at Northdale Boulevard
- CSAH 14 at Riverdale Village Boulevard
- CSAH 14 at River Rapids Drive
- CSAH 14 at Wedgewood Drive
- CSAH 18 (Crooked Lake Boulevard) at 113th Avenue
- CSAH 18 at 115th Avenue
- CSAH 51 (University Avenue NE) at 91st Avenue
- CSAH 51 at Egret Boulevard
- CSAH 51 at 121st Avenue
- CSAH 78 (Hanson Boulevard) at 111th Avenue
- CSAH 78 at 113th Avenue
- CSAH 78 at CSAH 11 (Northdale Boulevard)/Robinson Drive
- CSAH 78 at 121st Avenue
- Egret Boulevard at Robinson Drive
- Foley Boulevard at 121st Avenue
- Northdale Boulevard at 124th Avenue
- Round Lake Boulevard at 119th Avenue

II. METHOD:

A. The City shall provide all Engineering services and shall cause the construction of said project No. S.P. 114-030-10 (City Project 09-18) in conformance with said plans and specifications. The City shall do the calling for all bids and acceptance of all bid proposals.

B. The County shall provide traffic signal inspection services to the city on a reimbursable basis as needed for this project.

III. COSTS

The City shall be responsible for all construction costs associated with the project and shall reimburse the county for 100% of the County's traffic signal inspection costs related to this project as per standard quarterly billing.

IV. SIGNALIZATION POWER

The City, shall, at their sole expense, continue to cause the installation of an adequate electrical power source to the locations previously mentioned, including any necessary extensions of power lines as per existing Joint Powers Agreements for each intersection. The City shall continue to be the lead agency in this matter. Upon completion of said traffic control signal revisions, the ongoing cost of electrical power to the signals shall be the sole cost and expense of the City as per existing Joint Powers Agreements for each intersection.

V. MAINTENANCE

The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors, associated wiring with the traffic control systems and traffic signal painting as per existing Joint Powers Agreements for each intersection.

VI. TERM:

This Agreement shall continue until terminated as provided hereinafter.

VII. DISBURSEMENT OF FUNDS:

All funds disbursed by the County or the City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VIII. CONTRACTS AND PURCHASES:

All contracts let and purchases made pursuant to this Agreement shall be made by the County and City in conformance to state laws.

IX. 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.

X. TERMINATION:

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination.

XI. AFFIRMATIVE ACTION:

In accordance with the County of Anoka's Affirmative Action Policy and the Anoka County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, marital status, public assistance status, age, disability or national origin.

XII. NOTICE:

For purpose of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, on behalf of the City,

XIII. INDEMNIFICATION:

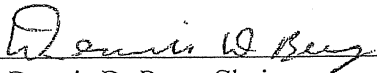
The City and the County of Anoka mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents or employees relating to activity conducted by either party under this Agreement.

XIV. ENTIRE AGREEMENT/REQUIREMENT OF A 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 relating 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 herein.

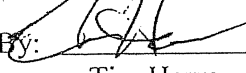
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

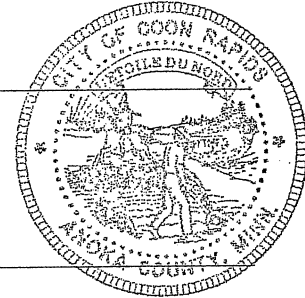
By: 
Dennis D. Berg, Chair
Board of Commissioners

Dated: 3/23/10

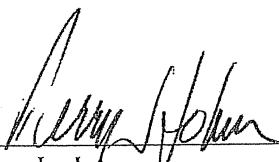
CITY OF COON RAPIDS

By: 
Tim Howe
Mayor

Dated: 1/19/10



ATTEST:

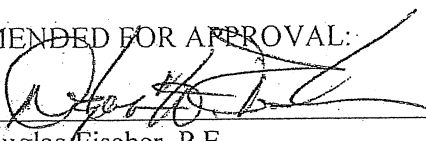
By: 
Terry L. Johnson
Anoka County Administrator

Dated: 3/23/10

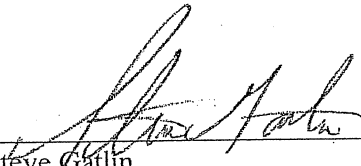
By: 
Matt Fulton
City Manager

Dated: 1/19/10

RECOMMENDED FOR APPROVAL:

By: 
Douglas Fischer, P.E.
Anoka County Engineer

Dated: 3/19/10

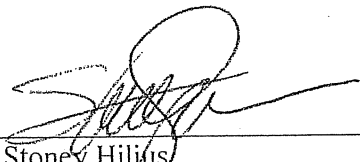
By: 
Steve Gatlin
Public Services Director

Dated: 1/19/10

APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant Anoka County Attorney

Dated: 3-24-10

By: 
Stoney Hiljus
City Attorney

Dated: 1/19/10