

**JOINT POWERS AGREEMENT
FOR THE MAINTENANCE OF TRAFFIC CONTROL SIGNALS
AT THE INTERSECTION OF EGRET BOULEVARD
AND ROBINSON DRIVE IN THE CITY OF COON RAPIDS**

THIS AGREEMENT is made and entered into this 21st day of June, 1994, by and between the County of Anoka, a political subdivision of the State of Minnesota, Anoka County Government Center, 2100 3rd Avenue, Anoka, Minnesota 55303, and the City of Coon Rapids, 1313 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this Agreement desire to provide for the maintenance of a City-owned traffic signal at Egret Boulevard and Robinson Drive in the City of Coon Rapids; and

WHEREAS, the parties agree that it is in their best interest that the maintenance of said signal be undertaken by the County; 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 joined together for the purpose of providing for the maintenance of a City-owned traffic control signal system at Egret Boulevard and Robinson Drive in the City of Coon Rapids.

II. METHOD:

A. The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors and associated wiring.

B. The County will not be responsible for any painting, sign maintenance, electrical power installation or ongoing power cost, any construction costs or luminaire maintenance.

C. All timing of the traffic control signal shall be determined by the City.

D. Only the County shall have access to the controller cabinet.

III. COSTS:

A. The City will be billed annually for all costs incurred by the County for routine and emergency maintenance. Costs will include employee time, equipment time, materials and overhead. The City shall also reimburse the County for costs incurred if the County contracts out any of the work contemplated herein. The City shall reimburse the County within forty-five (45) days of receipt of an invoice describing the costs incurred by the County.

B. The City will be responsible for ongoing power costs and all construction costs.

IV. TERM:

This Agreement shall continue until (1) terminated as provided hereinafter.

V. 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.

VI. CONTRACTS AND PURCHASES:

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

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. 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.

IX. AFFIRMATIVE ACTION:

In accordance with the County's Affirmative Action Policy and the 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.

X. NOTICE:

For purpose of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, Anoka County Government Center, 2100 3rd Avenue, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of the City of Coon Rapids, 1313 Coon Rapids Boulevard, 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 activity conducted by either party under this Agreement.

XII. 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: 
Dan Erhart, Chairman
County Board of Commissioners

Dated: 6-28-94

ATTEST

By: John Jay McLinden
John "Jay" McLinden
County Administrator

Dated: 6-28-94

RECOMMENDED FOR APPROVAL

By: Paul K. Ruud
Paul Ruud
County Engineer

Dated: June 27, 1994

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 6-29-94

CITY OF COON RAPIDS

By: William F. Thompson

Name: WILLIAM F. THOMPSON

Title: Mayor

Dated: _____

By: Robert L. Svehla

Name: ROBERT L. SVEHLA

Title: City Manager

Dated: 6-22-94