

**JOINT POWERS AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL SIGNALS AT THE
INTERSECTION OF CSAH 52 (RADISSON ROAD) AND LAKES PARKWAY/119TH AVENUE,
IN THE CITY OF BLAINE
(C.P. 05-30-52)**

THIS AGREEMENT is made and entered into this 5TH day of February 2009, by and between the County Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County of Anoka" and the City of Blaine, 10801 Town Square Drive, Blaine, Minnesota 55449, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly cause the construction of traffic-actuated control signals at the intersection of County State Aid Highway 52 (Radisson Road) and Lakes Parkway/119th Avenue; and,

WHEREAS, the parties to this Agreement agree that it is in their best interest that the costs of said project be the city's responsibility; 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 City have joined together for the purpose of installing a traffic control system at the intersection of County State Aid Highway 52 (Radisson Road) and Lakes Parkway/119th Avenue, as described in the plans and specifications on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD:

A. The City shall install the traffic control system at County State Aid Highway 52 (Radisson Road) and Lakes Parkway/119th Avenue. The County shall assist in the construction inspection of the traffic control system as deemed necessary by the County.

B. The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors, associated wiring with the traffic control system and traffic signal painting at the sole cost of the City.

C. The City shall be responsible for the electrical power installation and ongoing power cost, construction costs and the maintenance, relamping and painting of the luminaries of traffic control signal.

D. All timing of the traffic control signal shall be determined by the County.

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

F. The traffic control signal shall be the property of the County.

III. COSTS:

A. The city shall be billed at the completion of construction for any construction inspection performed by the County.

B. The City shall be billed quarterly 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 type 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.

C. The City shall be responsible for all costs associated with the installation of the traffic control signal system, the ongoing power costs and all maintenance costs described herein.

D. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.

F. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes 169.01, Subdivision 5, and 169.03. The City shall provide a list to the County Traffic Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.

F. Malfunctions of the EVP Systems shall be immediately reported to the County.

G. All timing of said EVP Systems shall be determined by the County.

H. In the event said EVP Systems or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

IV. TERM:

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS:

All funds disbursed by the County or 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 the County of Anoka 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. SIGNALIZATION POWER:

The City, shall, at their sole expense, install or cause the installation of an adequate electrical power source to the service pad or pole for the intersection of County State Aid Highway 52 (Radisson Road) and Lakes Parkway/119th Avenue, including any necessary extensions of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of electrical power to the signal shall be the sole cost and expense of the City.

IX. 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.

X. 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.

XI. 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 Blaine, 10801 Town Square Drive, Blaine, Minnesota 55449, on behalf of the City,

XII. INDEMNIFICATION:

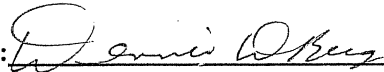
The City and the County of Anoka mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents or employees relating to activity conducted by either party under this Agreement.

XIII. 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.

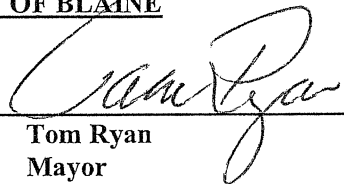
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Dennis D. Berg, Chairman
County Board of Commissioners

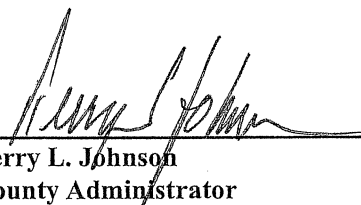
Dated: 2/24/09

CITY OF BLAINE

By: 
Tom Ryan
Mayor


Dated: 2.5.2009

ATTEST

By: 
Terry L. Johnson
County Administrator

Dated: 2/24/09

ATTEST

By: 
Clark Arneson
City Manager

Dated: 2.5.2009

RECOMMENDED FOR APPROVAL

By: _____
Douglas W. Fischer, PE
County Engineer

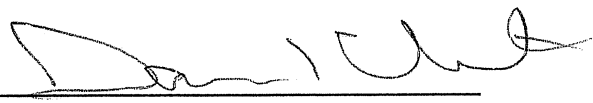
Dated: _____

RECOMMENDED FOR APPROVAL

By: _____
Name: _____
Title: _____

Dated: _____

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 3-5-09