

JOINT POWERS AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC  
CONTROL SIGNAL AT THE INTERSECTION OF NORTHDALE BOULEVARD AT  
RIVERDALE STATION  
IN THE CITY OF COON RAPIDS  
(CP 09-58-00)

This Agreement made and entered into this June 14, 2010, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, 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 consider it mutually desirable to provide a new traffic control signal system at the intersection of Northdale Boulevard at Riverdale Station for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the construction of said traffic control signal; and,

WHEREAS, the County has prepared plans and specifications for Project No. CP 09-58-00, which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of installing a new traffic control signal system at the intersection of Northdale Boulevard and Riverdale Station in the City of Coon Rapids as described in the plans and specifications numbered CP 09-58-00 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. CP 09-58-00 in conformance with said plans. The County shall do the calling for all bids and the acceptance of all bid proposals.

### III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projects of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the County will be responsible.

B. The estimated construction cost of the project is \$256,310.00. The construction cost split for this traffic control signal has been agreed to as follows: 50% Coon Rapids, and 50% Anoka County. The City shall pay 100% for the EVP. Participation in the construction costs is as indicated in the attached Exhibit. The total construction cost including 8% engineering is estimated at \$145,713.6 for the City.

C. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the cost of the project estimated at \$138,427.92. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

D. Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial 95% charged will be made in the form of credit or additional charges to the City's share. Also, the remaining 5% of the City's portion of the construction costs shall be paid.

E. The County shall perform construction administration and inspections on this project.

F. 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.

### IV. RIGHT OF WAY

Anoka County shall acquire the necessary right of way and easements for the installation of the traffic signal and cause the same to be conveyed to the City of Coon Rapids.

### V. TERM

This Agreement shall continue until terminated as provided hereinafter.

## VI. 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.

## VII. CONTRACTS AND PURCHASES

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

## VIII. 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.

## 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. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

## X. SIGNALIZATION POWER

The City shall at its sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of Northdale Boulevard at Riverdale Station, including any necessary extension 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.

## XI. MAINTENANCE

A. The County shall maintain the traffic signal controller, traffic signal indications, loop detectors, associated wiring with the traffic control systems and traffic signal painting at the sole cost of the City.

B. The City of Coon Rapids shall be responsible for the electrical power installation and ongoing power cost, and luminaire maintenance, luminaire relamping and luminaire painting.

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

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

E. The traffic control signals shall be the property of the County.

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

G. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statues 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.

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

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

J. 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.

## XII. NOTICE

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

## XIII. 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 activities 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 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.

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  
Dennis D. Berg, Chair  
Board of Commissioners  
Dated: 6/14/10

ATTEST:

By: Terry L. Johnson  
Terry L. Johnson  
Anoka County Administrator  
Dated: 6/14/10

RECOMMENDED FOR APPROVAL:

By: Douglas Fischer  
Douglas Fischer, P.E.  
Anoka County Engineer  
Dated: 6/13/10

APPROVED AS TO FORM AND EXECUTION:

By: Dan Klint  
Dan Klint  
Assistant Anoka County Attorney  
Dated: 6/17/10

CITY OF COON RAPIDS

By: Tim Howe  
Tim Howe  
Mayor  
Dated: 5-18-10

By: Matt Fulton  
Matt Fulton  
City Manager  
Dated: 5/18/10

By: Steve Gallin  
Steve Gallin  
Director of Public Services  
Dated: 5/18/10

By: Stoney Hiljus  
Stoney Hiljus  
City Attorney  
Dated: 5-19-10

