

**JOINT POWERS AGREEMENT
FOR THE MAINTENANCE OF FRANKLIN ELEMENTARY SCHOOL
TRAFFIC CONTROL SIGNAL ON WEST MAIN, IN THE CITY OF ANOKA**

THIS AGREEMENT is made and entered into this 3 day of August 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 Anoka, 2015 First Avenue, Anoka, MN, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly cause the construction of traffic-actuated control signals on West Main Street at Franklin Elementary; and

WHEREAS, the parties to this Agreement agree that it is in their best interest that the costs of said project be the cities responsibility to construct and maintain; 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 reconstruction a traffic control system at the intersection of West Main Street at Franklin Elementary, 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 West Main Street at Franklin Elementary. The County shall assist in the construction inspection of the traffic control system as deemed necessary by the County. The County will maintain the signal cabinet and control equipment, repair knockdowns of the signal system, perform all other traffic control signal and street light maintenance and be responsible for the timing and operation, all to be reimbursed by the City.

B. The County shall assist in the construction and inspection of the traffic control system on a fully reimbursable basis with the City.

C. The County shall relamp the traffic control signal, and clean and paint the traffic control signal and cabinet on a fully reimbursable basis with the City.

D. The City shall be responsible for the electrical power installation and ongoing power cost, traffic control signal construction costs and the maintenance of the luminaries including replacement of luminaries, relamping the new street lights, and cleaning and painting the new luminaire mast arm extension.

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

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

G. 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. Following completion of construction, the City shall be billed on a quarterly basis 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 construction of the traffic control signal system, and the City will be responsible for 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.

E. 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.

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

E. 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 and the City in conformance to state laws.

VII. STRICT ACCOUNTABILITY:

A strict accounting 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 traffic control signal on West Main Street at Franklin Elementary, 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, MN, on behalf of the County, and the City Manager of the City of Anoka, 2015 First Avenue, Anoka, MN, on behalf of the City.

XII. INDEMNIFICATION:

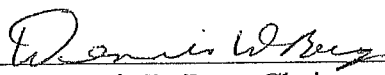
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents or employees relating to activity conducted by either party under this Agreement.

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.

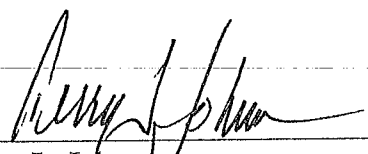
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

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


Dated: 9/14/09

ATTEST

By: 
Terry L. Johnson
County Administrator

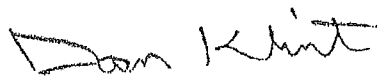
Dated: 9/14/09

RECOMMENDED FOR APPROVAL

By: 
Douglas W. Fischer, PE
County Engineer

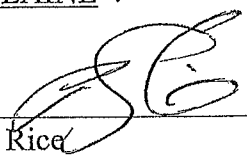
Dated: 9/11/09

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

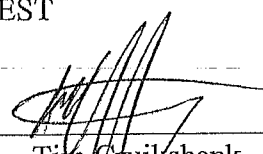
Dated: 9-16-09

CITY OF ~~BLAINE~~ ANOKA

By: 
Phil Rice
Mayor

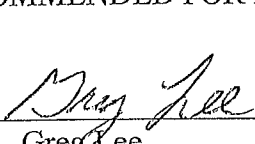
Dated: 8-3-09

ATTEST

By: 
Tim Cruikshank
City Manager

Dated: 9/3/09

RECOMMENDED FOR APPROVAL

By: 
Greg Lee
City Engineer

Dated: 8/4/09

EXHIBIT B

Cost Sharing Agreement
For Projects Constructed in Anoka County
Using County State Aid Funds or Local Tax Levy Dollars

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Bikeways	0	100%
Concrete Curb and Gutter	50%	50%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb and Gutter for Median Construction	100%	0
Concrete Median	100%	0*1
Construction or Adjustment of Local Utilities	0	100%
Grading, Base and Bituminous	100%	0
Storm Sewer	Based on State Aid Letter*2	Based on State Aid Letter*2
Driveway Upgrades	0*6	100%
Traffic Signals (communities larger than 5,000)	½ the cost of its legs of the cost of its leg of the intersection	
Traffic Signals (communities less than 5,000)	100%	0*3
Engineering Services	*4	*4
Right-of-Way	100%	0*5
Street Lights	0	100%

- *1 The County pays for 100% of a Standard Median Design such as plain concrete. If a community requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete the City will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, drainage cost shares will be computed by proportions of total area to County area where the area of the road right-of-way is doubled prior to performance of the calculations.
- *3 In communities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective March 1986. The County collects on behalf of the cities (less than 5,000) "Municipal State Aid Dollars" since they do not themselves qualify for State Aid funds. These funds are used to pay the City Share.
- *4 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *5 In the event that the City requests purchase of right-of-way in excess o