

TRAFFIC CONTROL MAINTENANCE AGREEMENT

THIS AGREEMENT is made by and between the City of Anoka, hereafter "CITY", and the County of Anoka, hereafter "COUNTY" on the 10th day of June, 1980.

WITNESSETH:

WHEREAS, the City is having sophisticated traffic control signals installed at the intersections of Main Street and Second Avenue, and East Main Street and Third Avenue, as well as a pedestrian control signal installed on South Ferry Street between Benton and Rice Streets;

WHEREAS, the City does not employ personnel qualified to maintain the traffic controller cabinets for these signals but such personnel are employed by the County;

WHEREAS, M.S. 471.59 permits governmental units to enter into joint powers agreements to exercise common powers, including those which are the same except for the territorial limits within which they may be exercised;

WHEREAS, the City and County have statutory authority to install, operate and maintain traffic control devices;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and County agree:

1. The City shall install or have installed traffic control signals and a pedestrian control signal at the locations described above in accordance with the standards for installation and equipment approved by the Minnesota Department of Transportation. The City agrees to hold harmless and to indemnify the County, its officers, agents and employees from liability for any damage arising from the selection of equipment for the above referenced signals or for the location of appropriate sites for the signal equipment.

2. The County shall provide labor, material and equipment to maintain and keep in repair the traffic controller cabinets and equipment contained therein at the above described locations. The County's obligation to provide such service shall not begin until five (5) days after receipt of a letter from the City that the signals are installed according to MDOT specifications and are operational.

3. The City shall retain responsibility to maintain the traffic signal standards and heads; to relamp the signals whenever necessary but at least once annually; and to provide electrical energy to the signals.

4. The City shall reimburse the County for the cost of providing services as outlined in Paragraph No. 2. The basis for reimbursement shall be the actual costs of labor for County employees in maintaining the signals plus a pro rata share of their fringe benefits, and the actual costs of materials and equipment used in providing maintenance services.

5. The County shall submit an invoice to the City for services rendered on a quarterly basis. The City shall insure that said invoices are paid within 45 days of receipt by the City.

6. The City shall purchase and maintain at its own expense during the term of this Agreement a general liability insurance policy in the amounts stated as follows:

\$500,000 each occurrence	- property damage liability
\$500,000 aggregate	- property damage liability
\$500,000 each occurrence	- bodily injury liability
\$500,000 aggregate	- bodily injury liability

The City agrees that the insurance policy shall name the County, its Commissioners, officers, agents, and employees as additional insured. Prior to the commencement of the term of this Agreement, the City shall furnish the County with a certificate of insurance for such insurance policy.

7. Any and all persons engaged in the aforesaid maintenance work to be performed by the County shall not be considered employees of the City and any and all claims that may or might arise under the Workers Compensation Act of this State on behalf of said employees while so engaged shall not be the responsibility of the City.

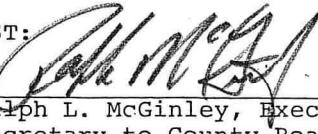
8. This Agreement shall continue in full force and effect until terminated by mutual agreement of the parties or by 120 days written notice by either party.

IN WITNESS WHEREOF, the parties hereto have caused this joint powers agreement to be signed and approved by the proper officers of each of the parties, and attested by the proper officer, on the dates written below.

COUNTY OF ANOKA

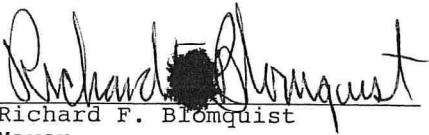
By: 
Albert A. Kordiak, Chairman
Anoka County Board of
Commissioners

ATTEST:

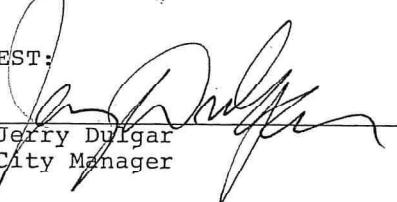
By: 
Ralph L. McGinley, Executive
Secretary to County Board
of Commissioners

Dated: 8/12/80

CITY OF ANOKA

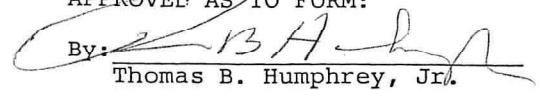
By: 
Richard F. Blomquist
Mayor

ATTEST:

By: 
Jerry Dugan
City Manager

Dated: July 21, 1980

APPROVED AS TO FORM:

By: 
Thomas B. Humphrey, Jr.
Assistant Anoka County Attorney

Dated: 8/14/80

RECOMMENDED FOR APPROVAL:

By: 
Paul Ruud
County Highway Engineer

Dated: July 28, 1980