

JOINT POWERS AGREEMENT
FOR THE
MAINTENANCE OF TRAFFIC CONTROL SIGNALS
AT 121ST AVENUE AND FOLEY BOULEVARD
IN THE CITY OF COON RAPIDS

This Agreement made and entered into this 6th day of February, 1990, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 325 East Main Street, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the City of Coon Rapids hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to provide for the maintenance of a city owned traffic signal at 121st Avenue and Foley Boulevard; 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 Minnesota Statutes § 471.59.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

1. PURPOSE

The County and City have joined together for the purpose of providing for the maintenance of a city owned traffic control signal system at 121st Avenue and Foley Boulevard.

2. 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.

3. 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 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.

4. TERM

This Agreement shall continue until terminated as provided hereinafter.

5. 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.

6. 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.

7. **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.

8. **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 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.

9. **AFFIRMATIVE ACTION**

In accordance with Anoka 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.

10. **NOTICE**

For purpose of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 325 East Main Street, Anoka, Minnesota, 55303, on behalf of the County, and the City Manager of the City of Coon Rapids, 1313 Coon Rapids, Coon Rapids, MN 55433 on behalf of the City.

11. INDEMNIFICATION

The City of Coon Rapids 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.

12. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

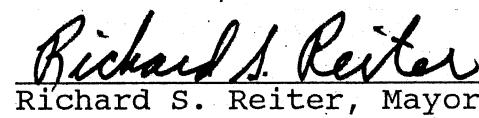
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties relating to the subject matter thereof. Any alternations, 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.

ANOKA COUNTY

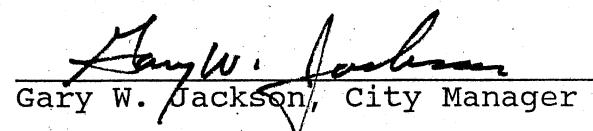


Dan Erhart, Chairman
Anoka County Board of Commissioners

CITY OF COON RAPIDS



Richard S. Reiter, Mayor



Gary W. Jackson, City Manager

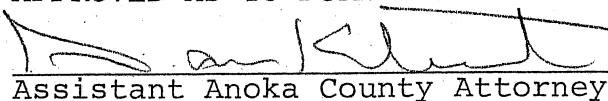
ATTEST:



John "Jay" McLinden
Anoka County Administrator

(SEAL)

APPROVED AS TO FORM:



Assistant Anoka County Attorney