

**JOINT POWERS AGREEMENT
FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS
AT THE INTERSECTION OF 89TH AVENUE (COUNTY ROAD NO. 10)
AND 87TH LANE IN THE CITY OF BLAINE**

THIS AGREEMENT is made and entered into this _____ day of _____, 1994, by and between the County of Anoka, a political subdivision of the State of Minnesota, Anoka County Government Center, 2100 3rd Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly cause the construction of traffic-actuated signals at the intersection of 89th Avenue (County Road No. 10) and 87th Lane for the safety of the traveling public; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State of Minnesota 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 County and City have joined together for the purpose of installing a traffic control signal at the intersection of 89th Avenue (County Road No. 10) and 87th Lane as described in the plans and specifications numbered 94-05-10 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. 94-05-10 in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the County.

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 projections of the costs which will be incurred for this project. Actual costs may vary, and those will be the costs for which the City will be responsible.

B. The estimated total cost of the construction is \$80,000.00. The total estimated cost to the City for construction is \$53,333.33. The City participation in engineering will be at a rate of 8% of their designated share. The estimated cost to the City for engineering is \$4,266.67.

The estimated project cost to the City is based upon the actual costs of construction and the distribution as shown on Exhibit A, which attached hereto and incorporated herein by reference:

Construction (City's share)	\$53,333.33
Engineering (8%)	<u>4,266.67</u>
TOTAL ESTIMATED CITY COST	\$57,600.00

C. Upon award and approval of the contract to the lowest successful bidder, the City shall pay to the County, upon written demand by the County, 95% of its portion of the project cost (based on bid amount) in the amount of (estimated) \$54,720.00. The City's share of the cost of the project shall include only construction and 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 cost. 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 project cost shall be made.

IV. TERM:

This Agreement shall continue until (1) terminated as provided hereinafter, or (2) until the construction provided for herein is completed and payment provided for herein is made, whichever (1) or (2) shall first occur.

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 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 install or cause the installation of an adequate electrical power source to the service pad or pole, including any necessary extensions of power lines, and upon completion of said traffic control signal installation the ongoing cost of electrical power to the signal shall be at the cost and expense of the City.

IX. MAINTENANCE:

Maintenance of the completed signal and signal equipment will be the sole obligation of the County. The ongoing cost of electrical power to the signal will be the responsibility of the City.

X. 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.

XI. AFFIRMATIVE ACTION:

In accordance with the 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, sexual preference, marital status, public assistance status, age, disability or national origin.

XII. NOTICE:

For purpose of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, Anoka County Government Center, 2100 3rd Avenue, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of the City of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, on behalf of the City.

XIII. INDEMNIFICATION:

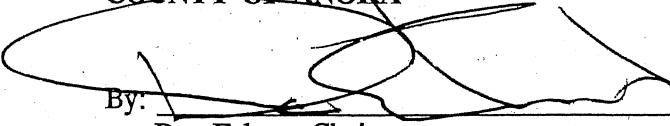
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents or employees relating to activity conducted by either party under this Agreement.

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 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: 

Dan Erhart, Chairman
County Board of Commissioners

Dated: 3-14-95

ATTEST

By: John Jay McLinden

John "Jay" McLinden
County Administrator

Dated: 3-14-95

RECOMMENDED FOR APPROVAL

By: Jon G. Olson

Jon G. Olson
County Engineer

Dated: 3/8/95

APPROVED AS TO FORM

By: Dan Clint

Dan Clint
Assistant County Attorney

Dated: 3-17-95

CITY OF BLAINE

By: Elwyn Tinklenberg

Name: Elwyn Tinklenberg

Title: Mayor

Dated: February 16, 1995

By: Donald G. Poss

Name: Donald G. Poss

Title: City Manager

Dated: February 16, 1995

EXHIBIT A

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)	1/2 the cost of its legs of the intersection	the cost of its legs of the intersection plus 1/2 the cost of the County legs 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 local unit of government requests decorative median such as red brick, stamped concrete, or exposed aggregate concrete, the local unit 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 cities 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 Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process shall be paid by the Township or City.

*⁶ The County will replace all driveways in-kind. Upgrades in surfacing (i.e. gravel to bituminous, bituminous to concrete) shall be at 100% expense to the Township or City.