

97-07-00 77

Anoka County Contract No. 970546

JOINT POWERS AGREEMENT
FOR THE MAINTENANCE OF TRAFFIC CONTROL SIGNALS
AT LAKE DRIVE AND ELM STREET
IN THE CITY OF LINO LAKES

THIS AGREEMENT is made and entered into this 25th day of February, 1997, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka Minnesota 55303, hereinafter referred to as the "County", and the City of Lino Lakes, 1189 Main Street, Lino Lakes, Minnesota 55014, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties to this Agreement desire to provide for the installation and maintenance of a traffic signal at Elm Street and County State Aid Highway No. 23 (Lake Drive) in the City of Lino Lakes; and,

WHEREAS, the parties agree that it is in their best interest that the maintenance of said signal be undertaken by both the City and County; and,

WHEREAS, Minn. Stat. § 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 as follows:

I. PURPOSE:

The parties have joined together for the purpose of providing for the installation and maintenance of a traffic control signal at Elm Street and County State Aid Highway No. 23 (Lake Drive).

II. METHOD:

A. The City shall install the traffic control signal system at Elm Street and County State Aid Highway No. 23 (Lake Drive). The County shall assist in the construction inspection of the traffic control system as deemed necessary by the County.

B. The County Highway Department shall maintain the traffic signal controller, traffic signal lamps, loop detectors, associated wiring of the traffic control system and traffic signal painting at the sole cost of the City.

C. The City will be responsible for the electrical power installation and ongoing power cost, construction costs and the maintenance, relamping and painting of the luminaires of the traffic control signal.

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

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

F. 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. 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 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 installation of the traffic control signal system, the ongoing power costs and all maintenance costs as described herein.

IV. TERM:

This Agreement shall continue until (1) 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 City 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. 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 U.S. mail or in person to the other party. If notice is delivered by U.S. mail, it shall be deemed to be received two (2) days after mailing. In the case where the City terminated said Agreement, the signal system shall be removed at the City's sole expense prior to termination. Such termination shall not be effective with respect to any solicitation of bids or any purchase of service or goods which occurred prior to such notice of termination. The City shall pay all costs incurred by the County prior to such notice of termination.

IX. 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 orientation, marital status, public assistance status, age, disability or national origin.

X. NOTICE:

For the 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, Minnesota 55303, on behalf of the County, and the City Manager of the City of Lino Lakes, 1189 Main Street, Lino Lakes, Minnesota 55014, on behalf of the City.

XI. INDEMNIFICATION:

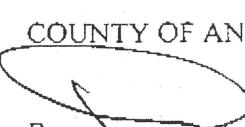
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activity conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT/REQUIREMENTS 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.

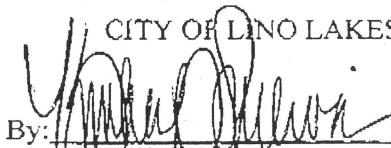
COUNTY OF ANOKA

By: 

Dan Erhart, Chairman
County Board of Commissioners

Dated: 4-28-98

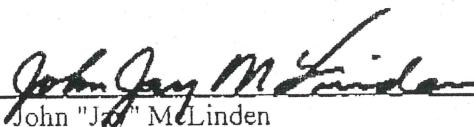
CITY OF LINO LAKES

By: 

Its: Mayor

Dated: 3-25-98

ATTEST

By: 

John "Jo" M. Linden
County Administrator

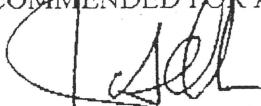
Dated: 4-28-98

By: Marilyn G. Anderson

Its: Clerk-Treasurer

Dated: 3-25-98

RECOMMENDED FOR APPROVAL

By: 

Jon G. Olson, PE
County Engineer

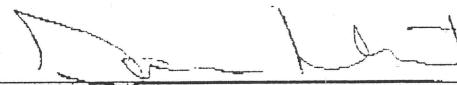
Dated: 4/21/98

By: 

Its: City Engineer/Public Works Dir.

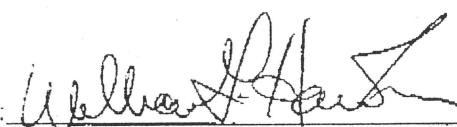
Dated: March 10, 1998

APPROVED AS TO FORM

By: 

Dan Klint
Assistant County Attorney

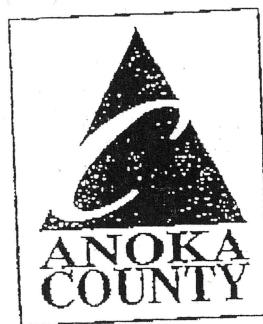
Dated: 4-28-98

By: 

Its: City Attorney

Dated: Mar 24, 1998

unkjpa970546.lino



ANOKA COUNTY ATTORNEY

ROBERT M.A. JOHNSON

Government Center • 2100 Third Avenue • Anoka, MN 55303-2265
attorney@co.anoka.mn.usAdministration
 Civil Division
 Family Law Division
 (763) 323-5550
 (763) 422-7589 FAXExpedited Process
 (763) 323-5550
 (763) 323-5570 FAXCriminal Division
 (763) 323-5586
 (763) 422-7524 FAXVictim-Witness
 Services
 (763) 323-5559
 (763) 323-5769 FAXJuvenile Division
 Investigation Division
 (763) 323-5586
 (763) 323-5651 FAX

FAX TRANSMITTAL FORM

DATE: 1/17/06TO: Pam May - HighwayFAX NUMBER: 763-862-4201FROM: Donna DommNUMBER OF PAGES (including this cover sheet): 5MESSAGE: JPA w/ Lind Lakes - 970 546NOTICE

The information contained in this facsimile message is privileged and confidential and is intended only for the use of the individual or entity named above. If you are not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that you are strictly prohibited from disseminating, distributing, or copying the information contained in this facsimile message. If you have received this message in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service.



COUNTY OF ANOKA

DIVISION OF PUBLIC SERVICES

Accounting & Contracts Administration

HIGHWAY DEPARTMENT

1440 Bunker Lake Blvd. NW • Andover, Minnesota 55304

- GIS
- Highway
- Parks

- Solid Waste
- Surveyor
- Transit

ALONZO J. FERNANDEZ

Contracts Administration

Direct # (612) 862-4212

Fax # (612) 862-4201

ajfern@PUBSERV.CO.ANOKA.MN.US

January 30, 1998

REVIEW & ROUTE

CITY OF LINO LAKES

1189 Main Street

Lino Lakes, MN 55014

Attention: Mr. Dave Ahrens

Subject: Execution of Joint Powers Agreement for the Maintenance of Traffic Control Signals at CSAH No. 23 (Lake Drive) and Elm Street (formerly CSAH No. 12) in the City of Lino Lakes.

Reference: (a) Receipt of City of Lino Lakes letter dated 1/30/97 on February 3, 1997 with Signal Justification Report and request for JPA for maintenance of signal system by the county.
(b) Anoka County Board of Commissioner's approval on February 25, 1997 to enter into agreement w/the City of Lino Lakes for maintenance to be provided by the county.

Enclosure: Anoka County Joint Powers Agreement No. 970546 dated February 25, 1997 (3 Originals)

Dear Mr. Ahrens,

Pursuant to References (a) and (b), the Enclosure joint powers agreement is provided for your review and execution. Please be advised that the county has and will continue to perform the requested maintenance while this joint powers agreement in the process of execution by the parties.

Please return all signed copies of the agreement at your earliest convenience for final execution by the County. If you have any questions regarding the terms of this agreement or questions regarding the maintenance, please do not hesitate to contact the undersigned for assistance.

Respectfully,



Alonzo J. Fernandez
Contracts Administrator

AJF/af/linolake.025

Copy Routed to:

- Jon G. Olson, P.E., Anoka County Engineer
- Douglas W. Fischer, P.E., Assistant County Engineer
- Jane Pemble, Traffic Engineer
- Roger Butler, Traffic Engineering Coordinator
- Randy Barney, Traffic Services Supervisor-Signals
- Mark Daly, P.E., Construction Engineer
- Fred Edstrom, Administrative Services Supervisor
- Mike Kelly, Chief Right-of-Way Agent
- Maintenance Agreement No. 970546 w/City of Lino Lakes File

Affirmative Action / Equal Opportunity Employer

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By: _____

Dan Erhart, Chairman
County Board of Commissioners

Dated: _____

ATTEST

By: _____

John "Jay" McLinden
County Administrator

Dated: _____

RECOMMENDED FOR APPROVAL

By: _____

Jon G. Olson, PE
County Engineer

Dated: _____

APPROVED AS TO FORM

By: _____

Dan Klint
Assistant County Attorney

Dated: _____

CITY OF LINO LAKES

By: _____

Its: _____

Dated: _____

tmk\jpa970546.lino

