

JOINT POWERS AGREEMENT

This Agreement made and entered into this 9th day of March, 1988, 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 Fridley, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly improve the intersection of C.S.A.H. #1 (East River Road) and 51st Way by constructing a signal system, left turn lanes, and medians; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; 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:

1. PURPOSE

The County and the "City" have joined together for the purpose of designing and constructing the signal system, left turn lanes and medians at the intersection of C.S.A.H. #1 with 51st Way and the park entrance.

2. METHOD

The City shall provide all engineering services and shall cause the construction of Anoka County Project No. 02-601-34 in conformance with said plans and specifications. The letting of bids and the acceptance of all bid proposals shall be done by the City.

3. 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. The estimated costs are attached as Exhibits A, and incorporated herein by reference.

B. The County shall pay for design engineering services at an estimated rate of eight percent (8%) of its actual construction costs. Final cost to be based on actual cost of design times the proportional share of the County's construction cost.

C. The County shall pay for construction engineering services at the rate of eight percent (8%) of its actual construction costs.

D. The County shall pay the City one-half the actual cost of the signal system at the intersection of C.S.A.H. #1 and 51st Way and the cost of a left turn lane at C.S.A.H. #1 and a short island at the park entrance pursuant to the County's standard cost sharing agreement in Exhibit B, which is attached hereto and incorporated herein by reference. The total estimated cost to the County is \$87,000 based on the following itemized estimates:

One half cost of signal system construction on C.S.A.H. #1 and 51st Way	\$ 45,000
Left turn lane on C.S.A.H. #1 and short island at park entrance	\$ 30,000
Design Engineering (8% est.)	\$ 6,000
Construction Engineering (8%)	\$ 6,000
TOTAL ESTIMATED COST	<u>\$ 87,000</u>

E. Upon final completion of the construction the County shall pay to the City, upon written demand by the City, the actual cost of construction and engineering, estimated to be \$87,000.00. The County share of the project shall include only construction and engineering and does not include administrative or other expenses incurred by the City.

4. 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 of (1) or (2) shall first occur.

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. 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 Fridley.

10. 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 Fridley.

Maintenance of the completed watermain, storm sewer system except catch basins and catch basin leads, sidewalk and bikeway, shall be the sole obligation of the City.

11. 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.

12. NOTICE

For purposes 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 City Manager of the City of Fridley, 6431 University Avenue N.E., Fridley, Minnesota 55432, on behalf of "City".

13. 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 activities conducted by either party under this Agreement.

14. 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.

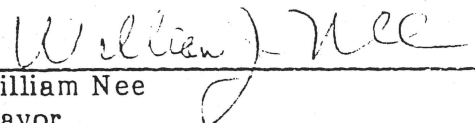
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: 
Dan Erhart, Chairman
Anoka County Board of
Commissioners

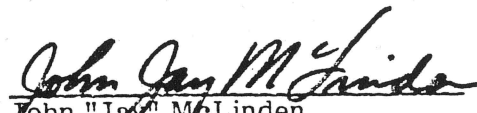
Dated: 3-9, 1988.

CITY OF FRIDLEY


By: 
William Nee
Mayor

Dated: _____, 1988.

ATTEST:

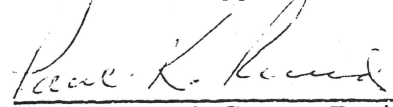
By: 
John "Jay" McLinden
Anoka County Administrator

Dated: 3-9, 1988.

By: 
Nasim Qureshi
City Administrator

Dated: _____, 1988.

Recommended for Approval:

By: 
Paul K. Ruud, County Engineer

By: _____
John Flora, City Engineer

APPROVED AS TO FORM AND EXECUTION:

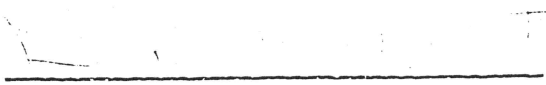

Assistant Anoka County Attorney

EXHIBIT A

Estimated Cost of Project 02-601-34

Signal System	\$ 90,000.00
City 1/4 + 1/4	\$ 45,000.00
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County	\$ 45,000.00
Engineering (16%)	\$ 7,200.00
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Left Turn Lane Construction	\$ 30,000.00
Engineering (16%)	\$ 4,800.00
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TOTAL COUNTY SHARE	\$ 87,000.00

EXHIBIT B

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

ITEMS	COUNTY SHARE	CITY SHARE
Concrete Curb & Gutter	50%	50%
Concrete Sidewalk	0	100%
Concrete Sidewalk Replacement	100%	0
Concrete Curb & Gutter for Median Construction	100%	0
Concrete Median	100%	0*
Grading, Base & Bituminous	100%	0
Storm Sewer	Based on State Aid Letter	Based on State Aid Letter
Traffic Signals Communities larger than 5,000	1/2 of the cost of its legs of the intersection	the cost of its legs of the intersec- tion plus 1/2 the cost of the County legs of the inter- section
Traffic Signal Communities less than 5,000	100%	0**
Engineering Services for construction	90+%	8% of its actual construction cost
Right of Way	100%	0***

* 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.

** In communities less than 5,000 people the County pays for 100% of the cost of the traffic signal effective in March of 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.

*** In the event that the City requests purchase of right-of-way in excess of those right-of-ways required by county construction the cities participate to the extent an agreement can be reached in these properties. For instance a city may request a sidewalk be constructed alongside of one of our roadways which would required additional right of way, in this case the 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 City requesting the alignment.

