

**JOINT POWERS AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF THE TRAFFIC CONTROL SIGNALS
AT THE INTERSECTION OF MAIN STREET AND AVOCET STREET (C.P. 07-14-14),
AND THE INTERSECTION OF CSAH 18 (COON CREEK BLVD)
AT 131ST AVENUE NW (S.A.P. 02-618-26), IN THE CITY OF COON RAPIDS**

THIS AGREEMENT is made and entered into this _____ day of _____ 2008, by and between the County 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 Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the parties to this Agreement desire to jointly cause the construction of permanent traffic-actuated control signals the intersection of Main Street and Avocet Street and at the intersection of CSAH 18 (Coon Creek Blvd) and 131st Avenue NW; and,

WHEREAS, the parties to this Agreement agree that it is in their best interest that the costs of said projects be shared responsibility; and,

WHEREAS, Anoka County Highway Department has prepared plans and specifications for these 2 projects which are on file in the office of the County Engineer; 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:

I. PURPOSE:

The County and the City have joined together for the purpose of installing permanent traffic control signals at the intersections of Main Street and Avocet Street (CP 07-14-14), and CSAH 18 (Coon Creek Blvd) and 131st Avenue NW (SAP 02-618-26), as described in the plans and specifications 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 said project No. CP 07-14-14 and SAP 02-618-26 in conformance with said plans and specifications. The County shall do the calling for all bids and acceptance of all bid proposals.

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 to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated Costs" are good faith projects of the costs, which will be incurred for these projects. Actual costs may vary and those will be the costs for which the City will be responsible.

B. The estimated construction cost of the two projects is \$141,375.00 (07-14-14) and \$98,500.00 (02-618-26) for a total of \$239,875.00. The standard construction cost split for the two signals are as follows. CP 07-14-14, 67% Coon Rapids, 33% Anoka County Highway Department (ACHD). SAP 02-618-25, 75% Coon Rapids, 25% ACHD. It has been requested by the City of Coon Rapids, that it would be desirable to maximize the City State Aids funds used for the two projects. Total estimated cost payable to Anoka County Highway Department is \$195,669.00. Participation in the construction cost is as indicated in the attached Exhibit A.

IV. SIGNALIZATION POWER

The City, shall, at their sole expense, install or cause the installation of an adequate electrical power source to the service pad or pole for the intersection of Main Street and Avocet Street and at the intersection of CSAH 18 (Coon Creek Blvd) and 131st Avenue NW, including any necessary extensions of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installation, the ongoing cost of electrical power to the signal shall be the sole cost and expense of the City.

V. MAINTENANCE

A. The County shall maintain the traffic signal controllers, traffic signal indications, loop detectors, associated wiring with the traffic control systems and traffic signal painting at the sole obligation of the County.

B. The City shall be responsible for the maintenance, luminaire relamping and luminaire painting.

C. All timing of the traffic control signals shall be determined by the County.

D. Only the County shall have access to the controller cabinets.

E. The traffic control signals shall be the property of the County.

F. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.

G. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statues 169.01, Subdivision 5, and 169.03. The City shall provide a list to the County Traffic Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.

H. Malfunctions of the EVP Systems shall be immediately reported to the County.

I. All timing of said EVP Systems shall be determined by the County.

J. In the event said EVP Systems or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP Systems. Upon removal of the EVP Systems pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

IV. TERM:

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS:

All funds disbursed by the County or the 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 of Anoka 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 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.

IX. AFFIRMATIVE ACTION:

In accordance with the County of Anoka's Affirmative Action Policy and the Anoka 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.

X. NOTICE:

For 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 Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, on behalf of the City.

XI. INDEMNIFICATION:

The City and the County of Anoka 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/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: Dennis D. Berg

Dennis D. Berg, Chair
Board of Commissioners

Dated: 6/5/08

ATTEST:

By: Terry L. Johnson

Terry L. Johnson
Anoka County Administrator

Dated: 6/5/08

RECOMMENDED FOR APPROVAL:

By: Douglas Fischer

Douglas Fischer, P.E.
Anoka County Engineer

Dated: 5/29/08

APPROVED AS TO FORM AND EXECUTION:

By: Dan Klint

Dan Klint
Assistant Anoka County Attorney

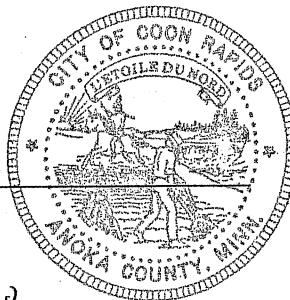
Dated: 6/6/08

CITY OF COON RAPIDS

By: Tim Howe

Tim Howe
Mayor

Dated: May 6, 2008



By: Matt Fulton

Matt Fulton
City Manager

Dated: May 6, 2008

By: Steve Gatlin

Steve Gatlin
Public Services Director

Dated: May 6, 2008

By: Stoney Hilfus

Stoney Hilfus
City Attorney

Dated: 5/5/08