

**JOINT POWERS AGREEMENT  
FOR THE INSTALLATION AND MAINTENANCE OF EMERGENCY VEHICLE  
PRE-EMPTION SYSTEMS ON CONTROL SIGNALS SYSTEMS  
IN THE CITY OF CIRCLE PINES**

THIS AGREEMENT is made and entered into this day 11th 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, hereafter referred to as the "County," and the City of Circle Pines, 200 Civic Heights Circle, Circle Pines, Minnesota, 55014, hereinafter referred to as the "City."

**WITNESSETH:**

WHEREAS, The County and City has installed traffic control signal systems at the intersections of :

- 1) CSAH No. 17 (Lexington Avenue) and CSAH No. 23 (Lake Drive),
- 2) CSAH No. 23 (Lake Drive) and Pine Drive,
- 3) CSAH No. 23 (Lake Drive) and Firebarn Road

in the City of Circle Pines; and

WHEREAS, the City by this Agreement desires to install and maintain emergency vehicle pre-emption systems on said traffic control signals in the City of Circle Pines; and

WHEREAS, the parties to this Agreement desire to provide for the ongoing maintenance of emergency vehicle pre-emption systems incorporated into said traffic control signals in the City of Circle Pines; and

WHEREAS, the parties agree that it is in their best interest that the installation of emergency vehicle pre-emption systems and maintenance of said signals be undertaken by both the City and the 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:

1. PURPOSE:

The parties have joined together for the purpose of providing for the installation and maintenance of emergency vehicle pre-emption systems incorporated into said traffic control signals in the City of Circle Pines.

2. METHOD:

A. The County shall provide the labor and install the necessary materials prior to the actual installation of the emergency vehicle pre-emption systems on said traffic control signal systems at the sole cost of the City.

B. The City shall cause the actual installation of emergency vehicle pre-emption systems on said traffic control signal systems at the sole cost of the City.

C. Upon completion of installation by the City, the County shall maintain the emergency vehicle pre-emption systems on said traffic control signal systems at the sole cost of 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 "pre-installation costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs which will be incurred for this effort. The estimated costs are attached as Exhibit A, and incorporated herein by reference.

B. The total estimated cost to the City for "pre-installation effort" performed by the County is \$5,634.69. Breakdown of estimated costs associated with each system are as follows:

1) CSAH No. 17 (Lexington Avenue) and CSAH No. 23 (Lake Drive),	\$2,689.42
2) CSAH No. 23 (Lake Drive) and Pine Drive,	\$2,689.42
3) CSAH No. 23 (Lake Drive) and Firebarn Road	\$ 255.85
Total	\$5,634.69

C. Upon completion of the "pre-installation effort" by the County, Circle Pines shall pay to the County, upon written demand by the County, the actual cost associated with the "pre-installation effort."

4. TERM:

This agreement shall continue until (1) 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:

Upon approval by the County, all contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to 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. MAINTENANCE:

A. The County shall maintain the emergency vehicle pre-emption systems on said traffic control signal systems at the sole cost of the City.

B. The City shall be responsible for all costs associated with the ongoing power costs and all maintenance costs performed by the County associated with the emergency vehicle pre-emption systems incorporated into said traffic control signal systems.

C. The City shall be billed on a quarterly basis by the County for actual costs associated with the maintenance of the emergency vehicle pre-emption systems incorporated into said traffic control signal systems

9. 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. In the case where the City terminates 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 purchases of services 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.

10. 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.

11. 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 Circle Pines, 1189 Main Street, Circle Pines, MN 55014, on behalf of the City.

12. 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, agent or employees relating to activity conducted by either party under this Agreement.

13. 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 hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter thereof. Any alterations or modification 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 the Agreement have hereunto set their hands on the dates written below.

**COUNTY OF ANOKA**

By: \_\_\_\_\_

Dan Erhart, Chairman  
County Board of Commissioner

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

John "Jay" McLinden  
County Administrator

Dated: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_

Jon G. Olson  
County Engineer

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Dan Clint  
Assistant County Attorney

Dated: \_\_\_\_\_

**CITY OF CIRCLE PINES**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF  
LAKE DRIVE (CSAH NO. 23)  
FROM LEXINGTON AVENUE TO 800' EAST OF PINE DRIVE

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991,  
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 Circle Pines, 200 Civic Heights Circle, Circle Pines, Minnesota 55014, hereinafter referred  
to as the "City".

WITNESSETH:

WHEREAS, the parties to this Agreement have exhibited concern for the capacity of Lake  
Drive (CSAH No. 23) as well as the inadequate access along Lake Drive (CSAH No. 23); and

WHEREAS, said parties are mutually agreed that the reconstruction of Lake Drive by  
construction of Concrete Medians, Turn Lanes and Traffic Control Signal Systems should be done  
as soon as possible; and

WHEREAS, the parties to this agreement consider it mutually desirable to provide new  
Traffic Control Signals at the intersection of Lake Drive (CSAH No. 23) and Pine Drive for the  
safety of the travelling public; and

WHEREAS, the parties agree that it is in their best interest that the City cause the design  
of the project as well as reconstruction; and

WHEREAS, the City of Circle Pines will prepare plans and specifications for 02-623-09 which  
plans and specifications will be submitted to the County Engineer for approval; and

WHEREAS, the City agrees to have the plans reviewed by the Office of State Aid following  
the approval by Anoka County so that Anoka County can use State Aid funds from its municipal  
account to fund its share of the reconstruction; and

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

WHEREAS, together with the sharing of the cost of construction for Traffic Signals, Storm Sewer, and Roadway, the City may incorporate miscellaneous utility work to be covered by this agreement; and

WHEREAS, Minnesota Statute Section 471.59 authorizes political subdivisions of the state to enter into Joint Powers Agreement for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

1. PURPOSE

The parties have joined together for the purpose of reconstructing the Roadway, Drainage, Traffic Control Systems, as well as other utilities on a portion of Lake Drive (CSAH No. 23) as described above.

2. METHOD

A. The City shall provide all engineering services and shall cause the construction of Anoka County Project 02-623-09 in conformance with said plans and specifications. The calling for all bids and the acceptance of all bid proposals shall be done by the City.

B. Notwithstanding the provisions of paragraph 2.A above, the County shall have the right to undertake the construction engineering of the project. To exercise the right to undertake and to cause the construction engineering of any of said project, the County shall give the City written notice of its intention not later than March 31, 1991.

C. Whichever party causes the construction of the project shall provide for a fulltime project supervisor who is qualified as a construction inspector. All State Aid reports

and tests shall be performed and all material shall be tested by the State of Minnesota, Department of Transportation.

### 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. Actual costs may vary and those will be the costs for which the County and the City will be responsible.

B. The estimated cost of the total project is \$477,000.00. Participation in the construction cost is as follows:

- (1) The City will pay for 100% of the cost of new sidewalk installed on the project.
- (2) The City will pay 100% of the hydrant relocation and gate box adjustment, water and sewer construction.
- (3) The City will pay for the non-eligible portion plus the non participating portion of the Storm Sewer construction. The non-eligible cost will be determined by the state hydraulics letter.
- (4) The City will pay 100% of the cost of construction and installation of the whole traffic actuated signal system at Lake Drive (CSAH No. 23) and Pine Drive. The City's estimated share of the construction cost is \$70,000.00.

- (5) The City will pay to the County 100% of the cost of the control cabinet for the traffic signal. The City's estimated cost for the control cabinet is \$10,000.00.
- (6) The total estimated cost to the County for the construction of the project is \$397,000.00. The County participation in engineering will be at a rate of 18% of its designated share. The estimated cost to the County for engineering is \$71,460.00. Total estimated County cost of project is \$468,460.00.
- (7) The County shall pay to the City the County's portion of the actual construction costs incurred within 30 days after receipt of a voucher containing such information as the County may require, representing that payments have been made by the City on the contract or contracts for the construction of the projects for which the funds are to be used and indicating that payment has been made on the County's share of the work. The City shall not be entitled to any interest on funding to be provided by the County.
- (8) The total estimated construction cost to the City for the project per Exhibit "A" is \$80,000.00. The City participation in engineering will be at a rate of 18% of its designated share. The estimated cost to the City for engineering is \$14,400.00. Total estimated City cost of project: \$94,400.00.
- (9) Upon final completion of the construction the County shall pay to the City, upon written demand by the City, the remainder of its portion of the construction cost of the project estimated at a total of \$468,460.00. The County's share of the cost of the project shall

include only construction and engineering expense and does not include administrative expenses incurred by the City.

(10) In the event the County undertakes the reconstruction of the project under paragraph 2.B, the City shall pay to the County its share of the construction cost and engineering estimated at \$94,400.00 when the signal is operational and a written request from the County is received.

#### 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. The City shall pay its pro rata share of costs which the County incurred 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 the City of Circle Pines.

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 the City.

Maintenance of the completed Watermain, Sanitary Sewer and Storm Sewer System except catch basins and catch basin leads, bikeway and sidewalk shall be the sole obligation of the City.

11. 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 the City Manager of Circle Pines, 200 Civic Heights Circle, Circle Pines, Minnesota, 55014, on behalf of the City.

12. 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.

13. 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: \_\_\_\_\_, 199 \_\_\_\_.

**CITY OF CIRCLE PINES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 199 \_\_\_\_.

ATTEST:

By: \_\_\_\_\_

John "Jay" McLinden  
Anoka County Administrator

Dated: \_\_\_\_\_, 199 \_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 199 \_\_\_\_.

Recommended for Approval:

By: \_\_\_\_\_

Paul K. Ruud, County Engineer

By: \_\_\_\_\_

City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Anoka County Attorney

By: \_\_\_\_\_

City Attorney

## EXHIBIT A

Joint Powers Agreement  
For The  
Installation and Maintenance of a Traffic Control Signal  
at the Intersection of:  
Lake Drive (CSAH No. 23) and Pine Drive

Estimated Costs for the Signal portion of the Project is as follows:

Project: 02-623-09

Fully Actuated Traffic Control System	\$70,000.00
Control Cabinet	<u>\$10,000.00</u>
	\$80,000.00

Engineering:

Design (8%)	\$ 6,400.00
Construction (10%)	<u>\$ 8,000.00</u>
	\$94,400.00

