

JOINT POWERS AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC
CONTROL SIGNAL AT THE INTERSECTION OF CSAH 78 (HANSON BOULEVARD) AND
133RD AVENUE NW
IN THE CITIES OF COON RAPIDS AND ANDOVER
(SAP 02-678-19)

This Agreement made and entered into this _____, 2010, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this Agreement consider it mutually desirable to provide a new traffic control signal system at the intersection of CSAH 78 (Hanson Boulevard) and 133rd Avenue NW for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the construction of said traffic control signal; and,

WHEREAS, the County has prepared plans and specifications for Project No. S.A.P. 02-678-19, which plans and specifications are on file in the office of the County Engineer; and,

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

WHEREAS, Minnesota Statute 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:

I. PURPOSE

The parties have joined together for the purpose of installing a new traffic control signal system at the intersection of CSAH 78 (Hanson Boulevard) and 133rd Avenue NW in the cities of Andover and Coon Rapids as described in the plans and specifications numbered SAP 02-678-19 on file in the office of the Anoka County Highway Department and incorporated herein by reference. This traffic signal has been planned for and accommodated by the CSAH 78 (Hanson Blvd) project no. 02-678-16.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County S.A.P. 02-678-19 in conformance with said plans. The County shall do the calling for all bids and the 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 required 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 this project. Actual costs may vary and those will be the costs for which the County will be responsible.

B. The estimated construction cost of the project is \$243,328.00. The standard construction cost split for the traffic control signal is as follows: 25% Anoka County, 25% Andover, and 50% Coon Rapids. The standard construction cost split for the EVP is 62.5% Coon Rapids, 37.5% Andover. Participation in the construction cost is as indicated in the attached Exhibit. The total construction cost including 8% engineering is estimated at \$128,598.84 for the City.

C. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the cost (including construction engineering) of the project, estimated at \$122,168.90.

D. Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. 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 construction costs shall be paid.

IV. TERM

This Agreement shall continue until 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 County in conformance to the 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. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The City of Coon Rapids, shall at its sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of CSAH 78 and 133rd Avenue NW., including any necessary extension 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 the electrical power to the signal shall be the sole cost and expense of the City of Coon Rapids, who will bill the City of Andover for its share of the ongoing electrical costs as per separate written agreement.

X. MAINTENANCE

A. The County shall maintain the traffic signal controller, 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 of Coon Rapids shall be responsible for the luminaire maintenance, luminaire relamping and luminaire painting with ongoing billing to the City of Andover as per a separate agreement.

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

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

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 of Coon Rapids 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 Statutes 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.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of Coon Rapids, 11155 Robinson Drive, Coon Rapids, MN 55433.

XII. INDEMNIFICATION

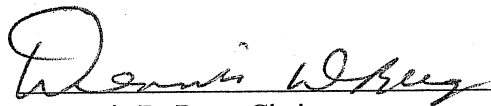
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XIII. 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 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.


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, Chair
Board of Commissioners

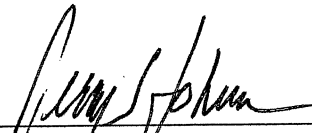
Dated: 6/14/10

CITY OF COON RAPIDS

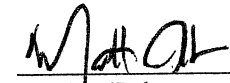
By: 
Tim Howe
Mayor

Dated: 5-18-10

ATTEST:


By: 
Terry L. Johnson
Anoka County Administrator

Dated: 6/14/10

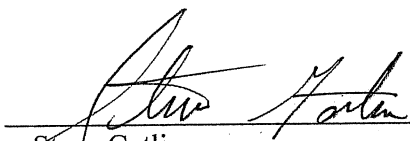
By: 
Matt Fulton
City Manager

Dated: 5/18/10

RECOMMENDED FOR APPROVAL:

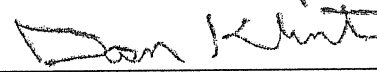
By: 
Douglas Fischer, P.E.
Anoka County Engineer

Dated: 6/13/10

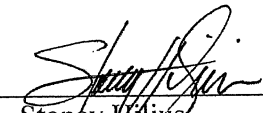
By: 
Steve Gatlin
Director of Public Services

Dated: 5/18/10

APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant Anoka County Attorney

Dated: 6/17/10

By: 
Stoney Viljus
City Attorney

Dated: 5/19/2010

JOINT POWERS AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC
CONTROL SIGNAL AT THE INTERSECTION OF CSAH 78 (HANSON BOULEVARD) AND
133RD AVENUE NW
IN THE CITIES OF COON RAPIDS AND ANDOVER
(SAP 02-678-19)

This Agreement made and entered into this May 4, 2010, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City Andover, 1685 Crosstown Boulevard, Andover, MN, 55304 hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this Agreement consider it mutually desirable to provide a new traffic control signal system at the intersection of CSAH 78 (Hanson Boulevard) and 133rd Avenue NW for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the construction of said traffic control signal; and,

WHEREAS, the County has prepared plans and specifications for Project No. S.A.P. 02-678-19, which plans and specifications are on file in the office of the County Engineer; and,

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

WHEREAS, Minnesota Statute 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:

I. PURPOSE

The parties have joined together for the purpose of installing a new traffic control signal system at the intersection of CSAH 78 (Hanson Boulevard) and 133rd Avenue NW in the Cities of Andover and Coon Rapids as described in the plans and specifications numbered SAP 02-678-19 on file in the office of the Anoka County Highway Department and incorporated herein by reference. This traffic signal has been planned for and accommodated by the CSAH 78 (Hanson Boulevard) Project No. 02-678-16.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County S.A.P. 02-678-19 in conformance with said plans. The County shall do the calling for all bids and the 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 required 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 this project. Actual costs may vary and those will be the costs for which the County will be responsible.

B. The estimated construction cost of the project is \$243,328.00. The standard construction cost split for the traffic control signal is as follows: 25% Anoka County, 25% Andover, and 50% Coon Rapids. The standard construction cost split for the EVP is 62.5% Coon Rapids, 37.5% Andover. Participation in the construction cost is as indicated in the attached Exhibit B. The total construction cost including 8% engineering is estimated at \$68,613.48 for the City.

C. Upon award of the contract, the City shall pay to the County, upon written demand by the County, 95% of its portion of the cost (including construction engineering) of the project estimated at \$65,182.81.

D. Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. 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 construction costs shall be paid.

IV. TERM

This Agreement shall continue until 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 County in conformance to the 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. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The City of Coon Rapids, shall at its sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of CSAH 78 and 133rd Avenue NW., including any necessary extension of power lines. Upon completion of said traffic control signal installation, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City of Coon Rapids, who will bill the City of Andover for its share of the ongoing electrical costs as per a separate written agreement.

X. MAINTENANCE

A. The County shall maintain the traffic signal controller, 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 of Coon Rapids shall be responsible for the luminaire maintenance, luminaire relamping and luminaire painting with ongoing billing to the City of Andover as per a separate agreement.

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

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

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 of Coon Rapids 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 Statutes 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.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of Andover, 1685 Crosstown Boulevard, Andover, MN 55304.

XII. INDEMNIFICATION

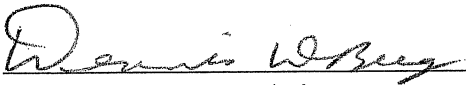
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XIII. 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 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.

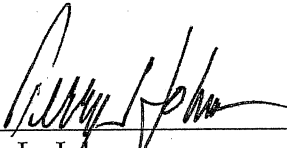
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: 
Dennis D. Berg, Chair
Board of Commissioners

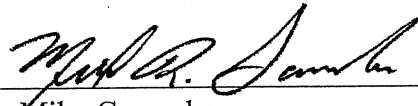
Dated: 6/14/10

ATTEST:

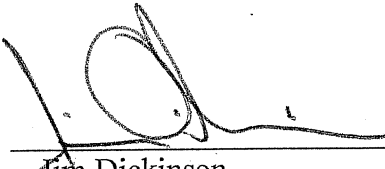
By: 
Terry L. Johnson
Anoka County Administrator

Dated: 6/14/10

CITY OF ANDOVER


By: 
Mike Gamache
Mayor

Dated: 5/18/10

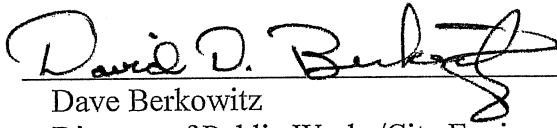
By: 
Jim Dickinson
City Administrator

Dated: 5-6-10

RECOMMENDED FOR APPROVAL:

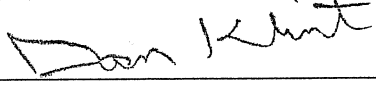
By: 
Douglas Fischer, P.E.
Anoka County Engineer

Dated: 6/13/10


By: 
Dave Berkowitz
Director of Public Works/City Engineer

Dated: 5/6/10

APPROVED AS TO FORM AND EXECUTION:

By: 
Dan Klint
Assistant Anoka County Attorney

Dated: 6/17/10

By: 
Scott Baumgartner
City Attorney

Dated: 5/7/10

