

**JOINT POWERS AGREEMENT  
FOR THE MAINTENANCE OF THE SIGNAL SYSTEM AT THE INTERSECTION OF  
COUNTY STATE AID HIGHWAY 78 (HANSON BOULEVARD) AND  
CSAH 11 (NORTHDALE BOULEVARD)/ROBINSON DRIVE  
IN THE CITY OF COON RAPIDS, MN**

THIS AGREEMENT is made by the parties on the last date executed below, 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 "County", and the City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433, hereinafter referred to as "City".

**WITNESSETH**

WHEREAS, a signal system is in place on County State Aid Highway 78 (Hanson Blvd) in the City of Coon Rapids at the intersection of CSAH 11 (Northdale Blvd)/Robinson Drive; and,

WHEREAS, the County and City will be taking on the operation and maintenance of the traffic control signal system based upon the termination of Agreement No. 88721M, dated March 20, 2007, between MnDOT, Anoka County, and the City of Coon Rapids; and,

WHEREAS, the parties to this agreement agree that they must allocate between each entity the maintenance responsibilities that were formerly undertaken by MnDOT and implement a revised Maintenance Agreement within this JPA for the traffic control signal system,

WHEREAS, Anoka County has jurisdiction over CSAH 78 and CSAH 11; and,

WHEREAS, The City of Coon Rapids has jurisdiction over Robinson Dr.; and,

WHEREAS, the parties agree that it is in their best interests that ongoing maintenance of said signal system be shared; 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:

**I. PURPOSE**

The parties have joined together to allocate between each entity the maintenance responsibilities that were formerly undertaken by MnDOT in Agreement No. 88721M (now terminated), for the purpose of addressing ongoing maintenance of the traffic control signal system at CSAH 78/CSAH 11/Robinson Drive.

## II. TRAFFIC SIGNALS:

Ongoing traffic signal maintenance of the CSAH 78/CSAH 11/Robinson Dr. traffic control signal system will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

## III. TERM / TERMINATION

This Agreement shall become effective immediately upon execution. The ownership and maintenance provisions within this Agreement shall remain in effect for as long as the signal system remains in operation.

## IV. 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.

## V. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party.

## VI. SIGNALIZATION POWER

The City shall at their sole expense, maintain an adequate electrical power source to the service cabinet for the CSAH 78/CSAH 11/Robinson Dr. traffic control signal system including any necessary extension of power lines. The City shall be the lead agency in this matter. The ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

## VII. MAINTENANCE

- A. The County will be responsible for the maintenance of the crosswalk pavement markings for the crossings at the signalized intersection.
- B. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 78/CSAH 11/Robinson Dr shall be the sole obligation of the County.
- C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City. The City will be responsible for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.
- D. The County shall maintain the said traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal at the sole obligation of the County.

- E. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- F. Timing of the completed traffic control signal shall be determined by the County.
- G. Only the County shall have access to the controller cabinet.
- H. The traffic control signal shall be the property of the County.
- I. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- J. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- K. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.011, Subdivision 3, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
- L. Malfunctions of the EVP System shall be immediately reported to the County.
- M. All timing of said EVP System shall be determined by the County.
- N. In the event said EVP System 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 System. Upon removal of the EVP System 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.

### **VIII. NOTICE**

For purposes of delivery of any notices herein, 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 to the City Administrator of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433, on behalf of the City.

### **IX. INDEMNIFICATION**

The City and 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.

**X. 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.

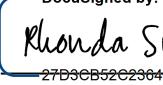
**XI. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

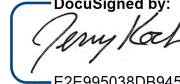
*(Signature Page Follows)*

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

**COUNTY OF ANOKA**

By:   
Rhonda Sivarajah  
County Administrator  
6/15/2023

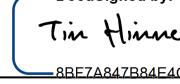
**CITY OF COON RAPIDS**

By:   
Jerry Koch  
Mayor  
5/3/2023  
Dated: \_\_\_\_\_

By:   
Matt Stemwedel  
City Administrator  
5/3/2023  
Dated: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By:   
Joseph J. MacPherson, P.E.  
Transportation Division Manager  
6/15/2023

By:   
Tim Himmer  
Public Works Director  
5/4/2023  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

By:   
Christine V. Carney  
Assistant County Attorney  
6/15/2023

By:   
Dave Brodie  
City Attorney  
5/4/2023  
Dated: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 49D7B642E8AE47F99E27B5445F13B55E  
 Subject: \*\*\*DocuSign: C0009813 COON RAPIDS JPA - SIGNAL MAINT  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 4  
 AutoNav: Enabled  
 EnvelopeD Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Cindy Kriesel  
 Anoka County Government Center  
 2100 3rd Avenue  
 Anoka, MN 55303  
 cindy.kriesel@co.anoka.mn.us  
 IP Address: 156.98.106.245

**Record Tracking**

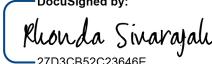
Status: Original 6/14/2023 2:26:21 PM	Holder: Cindy Kriesel cindy.kriesel@co.anoka.mn.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Anoka County	Location: DocuSign

**Signer Events**

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
Joe MacPherson Joe.Macpherson@co.anoka.mn.us Division Manager Anoka County Security Level: Email, Account Authentication (Optional)	 DocuSigned by: Joe MacPherson A93442ADA7B14FB...	Sent: 6/14/2023 2:30:11 PM Viewed: 6/15/2023 11:48:35 AM Signed: 6/15/2023 11:50:11 AM
	Signature Adoption: Pre-selected Style Using IP Address: 156.98.106.233	

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rhonda Sivarajah Rhonda.Sivarajah@co.anoka.mn.us County Administrator Anoka County Security Level: Email, Account Authentication (Optional)	 DocuSigned by: Rhonda Sivarajah 27D3CB52C23646E...	Sent: 6/15/2023 11:50:12 AM Viewed: 6/15/2023 12:31:16 PM Signed: 6/15/2023 12:31:24 PM
	Signature Adoption: Pre-selected Style Using IP Address: 156.98.106.233	

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Christine Carney christine.carney@co.anoka.mn.us Security Level: Email, Account Authentication (Optional)	 DocuSigned by: Christine Carney DB9E1565EA48453...	Sent: 6/15/2023 12:31:25 PM Viewed: 6/15/2023 2:03:51 PM Signed: 6/15/2023 2:04:11 PM
	Signature Adoption: Pre-selected Style Using IP Address: 156.98.105.52	

**Electronic Record and Signature Disclosure:**

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<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
Ebonique Buries ebonique.buries@co.anoka.mn.us Legal Assistant Anoka County Security Level: Email, Account Authentication (Optional)	<b>COPIED</b>	Sent: 6/15/2023 2:04:12 PM
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 1/30/2023 8:41:47 AM ID: 61c39c1b-4b01-4024-8d9a-6e910a8e22e9		
Sean Thiel Sean.Thiel@co.anoka.mn.us Security Level: Email, Account Authentication (Optional)	<b>COPIED</b>	Sent: 6/15/2023 2:04:12 PM
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2023 2:30:11 PM
Certified Delivered	Security Checked	6/15/2023 2:03:51 PM
Signing Complete	Security Checked	6/15/2023 2:04:11 PM
Completed	Security Checked	6/15/2023 2:04:12 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

The following information constitutes Anoka County's (we, us or Company) written notices or disclosures relating to your use of DocuSign in relation to Anoka County's license. Described below are the terms and conditions for providing notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (30 days) after the documents are first sent to you. At any time, if you request paper copies of any documents, you may be charged a fee. You may request paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices, disclosures and documents from us electronically, you may change your mind and tell us that going forward you want to receive documents only in paper format. Please note, processing time will be slowed down dramatically as we will be required to print and send the document through the mail and await your return of the documents. The process to change the method of receipt is described below.

### **All notices and disclosures will be sent to you electronically**

Upon your acceptance to receive electronic notifications, all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you will be provided electronically through the DocuSign system. All of the required documents will be provided to you at the address that you have given us.

### **How to contact Anoka County:**

You may change your preferred method of contact whether electronically, or paper copies, or change your email address. You may also request paper copies of certain information from us, or withdraw your prior consent to receive documents. Please use the contact information below for your request and in the body of your correspondence, identify your desired action. If you are

changing an email address, please include your prior email address as well as your new address. If you no longer wish to receive future documents in electronic format, please include that request in the body of your email.

Email: helpdesk@co.anoka.mn.us  
Phone: (763)-324-4110  
Address: Anoka County Government Center  
Attn: Information Technology, #300  
2100 3rd Avenue  
Anoka, MN 55303

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **ACKNOWLEDGEMENT**

To confirm your access to the electronic notices and disclosures, which will be similar to other electronic notices and disclosures that we may provide to you, please acknowledge that you have read this ERSD by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anoka County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anoka County during the course of your relationship with Anoka County.