

Anoka County Contract No. 2005-0558

**JOINT POWERS AGREEMENT
FOR INTERSECTION IMPROVEMENTS OF CSAH 78 (HANSON BOULEVARD)
AND THE SOUTH ENTRANCE OF OAK VIEW MIDDLE SCHOOL
(PART OF PROJECT NO. S.A. 02-078-18)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005
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 Anoka-
Hennepin Independent School District No. 11, 11299 Hanson Boulevard, Coon Rapids,
Minnesota 55433, hereinafter referred to as "District."

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling
public to improve CSAH 78 (Hanson Blvd.) between CSAH 18 (Crosstown Blvd.) and 155th
Avenue as soon as possible (hereinafter "Hanson Boulevard Improvement Project"); and,

WHEREAS, the Hanson Boulevard Improvement Project includes the construction of a
traffic signal and turn lanes at the intersection of Hanson Boulevard and the south entrance of
Oak View Middle School; and

WHEREAS, said parties mutually agree that a traffic signal on CSAH 78 (Hanson Blvd.)
and the south entrance of Oak View Middle School is warranted and desirable for safe access
to/from the school for vehicles and pedestrians; and,

WHEREAS, the County has received a state grant through the Local Road Improvement
Program to pay for a portion of this project; and,

WHEREAS, the parties agree that it is in their best interest that the cost of the
construction of the traffic signal and turn lane at the intersection of Hanson Boulevard and the
south entrance of Oak View Middle School 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 for the purpose of constructing a turn lane and traffic
signal at the intersection of Hanson Boulevard and the Oak View Middle School. The County
has prepared plans and specifications for the construction of the Hanson Boulevard Improvement

Project, which includes the construction of the turn lane and traffic signal. Said plans and specifications are numbered S.A.P. 02-678-18 and are on file in the office of the Anoka County Highway Engineer and are incorporated herein by reference.

II. METHOD

The County shall provide all engineering services and shall cause the construction of the Hanson Boulevard Improvement Project, including the construction of the turn lane and traffic signal at the intersection of Hanson Boulevard and the south entrance to Oak View Middle School. The County shall do the calling for all bids and acceptance of all bid proposals.

III. DISTRICT PARTICIPATION

To assist in the construction of the Hanson Boulevard Improvement Project and the construction of the turn lane and traffic signal at the intersection of Hanson Boulevard and the south entrance to Oak View Middle School, the District shall:

- A. Pay to the County \$50,000.00 toward the construction of the turn lane and traffic signal.
- B. Pay for the cost of the bituminous trail construction at the intersection of Hanson Boulevard and the south entrance to Oak View Middle School as depicted in the plans for Project S.A.P. 02-678-18. The estimated cost for this bituminous trail is \$5,425.00.
- C. The District shall convey, at no cost to the County, permanent and temporary easements as shown on the plans for Project S.A.P. 02-678-18 that are needed for the construction of the Hanson Boulevard Improvement Project.
- D. The District shall also allow the County to enter onto its property to construct modifications to an existing pond as provided for in the plans for Project S.A.P. 02-678-18. The District agrees that the County may divert water into said pond as provided for in the plans for said project. The District agrees that after the County constructs the improvements to said pond, that the District shall be responsible for the continued maintenance of the pond.
- E. The County agrees to reimburse the District for the reasonable cost of relocating the school sign for Oak View Middle School. The District shall receive quotes from at least two contractors to move the sign/monument. Upon completion of the relocation of the sign/monument, the County shall pay to the District, upon demand by the District, the reasonable cost for said work.

IV. COSTS

- A. The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs, and equipment rental required to do the work shall constitute the actual "construction" and shall be so referred to herein. "Estimated costs" are good

faith projections of costs which will be incurred for the project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated cost of the total project is \$1,066,801.55 as shown in Exhibit "A". State grant funds are capped at \$300,000. Participation in the project cost is as follows:

1. The District agrees to contribute a \$50,00.00 lump sum payment to the County for the construction of the turn lane and traffic signal at the intersection of Hanson Boulevard and the south entrance to Oak View Middle School.

2. The District agrees to pay to the County the cost of constructing the cost of the bituminous trail construction from the intersection of Hanson Boulevard and the south entrance to Oak View Middle School to a point 310 feet west of Hanson Boulevard as depicted in the plans and specifications for Project S.A.P. 02-678-18.

3. The County agrees to contribute all remaining costs to the total project cost.

C. Upon award of the contract, the District shall pay to the County, upon written demand by the County, the \$50,000.00 lump sum payment as provided above and the estimated cost of construction of the bituminous trail, which is \$5,425.00. If it is determined after completion of construction that the cost of constructing the bituminous trail is in excess of that amount specified herein, the District shall pay to the County the difference within thirty (30) days upon written demand by the County.

V. TERM

This Agreement shall continue until terminated as provided hereinafter.

VI. DISBURSEMENT OF FUNDS

All funds disbursed by the County or District pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VII. 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.

VIII. 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.

IX. 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 District shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

X. RIGHT-OF-WAY

As part of this project, the District shall convey to the County the right-of-way needed to construct the Hanson Boulevard Improvement Project. In addition, the District hereby grants to the County a right-of-entry to construct the Hanson Boulevard Improvement Project.

XI. 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 District Superintendent with Independent School District #11, 11299 Hanson Blvd, Coon Rapids, MN 55433, on behalf of the District.

XII. INDEMNIFICATION

The District 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.

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 to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

By: Margaret Langfeld
Margaret Langfeld, Chair
County Board of Commissioners

Dated: 11/8/05

**ANOKA-HENNEPIN INDEPENDENT
SCHOOL DISTRICT NO. 11**

By: Michael Sullivan
Its: Chair

Dated: 9-26-05

ATTEST

By: John Jay McLinden
John "Jay" McLinden
County Administrator

Dated: 11/8/05

By: Karen Hilde
Its: Clerk

Dated: 9/26/05

RECOMMENDED FOR APPROVAL

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

Dated: 9/30/05

By: Director of Admin
Its: Director of Admin
Dated: 9/27/05

APPROVED AS TO FORM

By: Dan Klint
Dan Klint
Assistant County Attorney

Dated: 11-25-05

By: _____

Its: _____

Dated: _____

