

**JOINT POWERS AGREEMENT
FOR THE PAINTING AND MAINTENANCE OF SIGNAL SYSTEMS ON
COUNTY ROAD NO. 3 (COON RAPIDS BOULEVARD)
IN THE CITY OF COON RAPIDS
CP. NOS. 99-77-01 and 00-09-00**

This Agreement made and entered into this 12th day of October, 1999, 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, Minnesota, 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the existing signal systems are in place on County Road No. 3 (Coon Rapids Boulevard) in the City of Coon Rapids at its intersections as follows:

County State Aid Highway No. 11 (Foley Boulevard)
93rd Avenue/Flintwood Street
Springbrook Drive

WHEREAS, the parties to this Agreement are mutually agreed that EVP capabilities should be added to these signals as soon as possible; and,

WHEREAS, the parties to this Agreement are mutually agreed that a revised Maintenance Agreement should be implemented for the traffic control signals listed above; and,

WHEREAS, the City desires to use a distinct color for all signal systems listed above on County Road No. 3 (Coon Rapids Boulevard); the color selection must be approved by the County Engineer; and,

WHEREAS, the Anoka County Highway Department has a policy whereby all non-standard colors for signal systems shall be maintained by the City requesting said color; and,

WHEREAS, the parties agree that it is in their best interest that the maintenance of said signals 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 maintaining traffic control systems, as listed above.

II. METHOD

A. The County shall provide the necessary engineering services and materials to prepare the existing signal systems listed above for incorporation of EVP systems by the City.

B. The County shall provide engineering services and shall cause the repainting of the complete signal systems listed above.

C. The County shall do the calling for all bids and the acceptance of all bid proposals, where bids are required for repainting of the complete signal systems listed above.

D. The City shall cause the installation of EVP systems on the complete signal systems listed above.

E. The City shall do the calling for all bids and the acceptance of all bid proposals, where bids are required for installation of EVP systems.

F. The cost of all work caused by the City in conjunction with "D" and "E" above shall be borne by the City and the County will not be required to share any of these costs.

III. COSTS

A. The contract costs of the work caused by the County, 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 relevant parties will be responsible.

B. The estimated cost of the repainting of a complete signal system is \$7,000.00 per time in 1999 dollars.

1. The City shall be responsible for paying for One Hundred Percent (100%) of all future painting costs.

C. The total estimated cost to the City painting is \$7,600.00 per signal per painting. The estimated cost to the City shall include Eight Percent (8%) Construction Engineering. If the City is the lead agency in the repainting of said signals, the City shall pay to the County the actual hourly cost of Construction Services performed by the County. County shall include painting of signals in its painting contract as mutually agreed to by the City and County on an annual basis. The City/County understand that as replacement components are installed throughout the year as part of the maintenance of the system, they will be Anoka County's Standard Yellow, Green or Silver until the next painting contract.

D. Upon award of the contract, the City shall pay to the County, upon written demand by the County, Ninety Five Percent (95%) of its portion of the cost of the project estimated at \$8,208.00 per signal in 1999 dollars. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

E. 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 Ninety Five Percent (95%) charged will be made in the form of credit or additional charges to the City's share. The remaining Five Percent (5%) of the City's portion of the construction costs shall be paid.

IV. TERM

This Agreement shall replace all prior maintenance agreements for the signals listed above, and 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 purchase 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 rate share of costs which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The City shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the above signals, including any necessary extension of power lines. The ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City of Coon Rapids.

X. MAINTENANCE

- A. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.
- B. Maintenance of street lights and cost of electrical power to the street lights shall be the sole obligation of the City.
- C. Maintenance of the completed signal and signal equipment shall be the sole obligation of the County.
- D. The County shall maintain the 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. The cost of painting of the traffic signal shall be the sole obligation of the City.
- F. Timing of the traffic 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 (or Cities if more than one) shall be responsible for maintenance of the luminaires, luminaire relamping, and luminaire painting.
- J. All maintenance of the EVP System shall be performed by the County. The City will 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 §169.01, 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.

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.

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, Minnesota 55433, on behalf of the City.

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. In addition, the City shall indemnify the County and hold the County harmless from any claims, losses, costs, expenses or damage resulting from the use of non-standard colors for said signal systems.

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. 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.

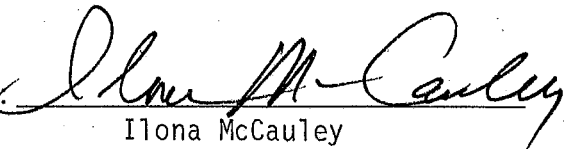
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: 
Dan Erhart, Chairman
Board of Commissioners

Dated: 4/23/02

CITY OF COON RAPIDS

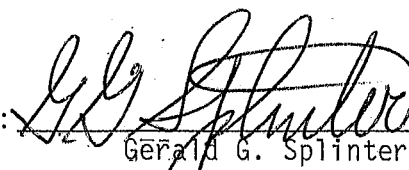
By: 
Ilona McCauley
Mayor

Dated: September 19, 2000

ATTEST

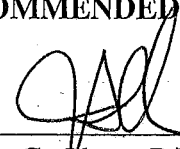
By: 
John "Jay" McLinden
County Administrator

Dated: 4/23/02

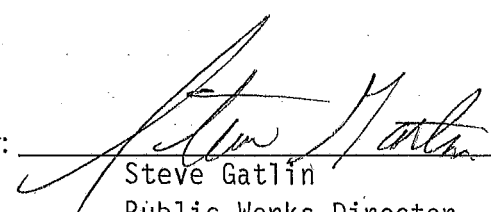
By: 
Gerald G. Splinter
City Manager

Dated: September 19, 2000

RECOMMENDED FOR APPROVAL


By: 
Jon G. Olson, P.E.
Highway Engineer

Dated: 4/12/02

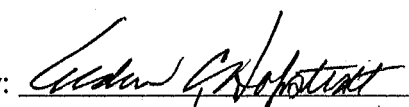
By: 
Steve Gatlin
Public Works Director

Dated: September 19, 2000

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 4-24-02

By: 
Alden Horstedt
City Attorney

Dated: September 19, 2000

