

**JOINT POWERS AGREEMENT
FOR THE CONSTRUCTION AND MAINTENANCE
OF TRAFFIC CONTROL SYSTEMS AT THE INTERSECTION OF
COUNTY STATE AID HIGHWAY NO. 9 (ROUND LAKE BOULEVARD) AND:
RIVERDALE NORTHWEST ACCESS; CP 99-51-09 (CITY #99-18)
RIVERDALE SOUTHWEST ACCESS; CP 99-52-09 (CITY #99-18)
TRUNK HIGHWAY 10 SOUTH RAMP; CP 99-53-09 (CITY #99-18)**

This Agreement made and entered into this 26th 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 Northwest, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, for the purpose of this Agreement, the area north of County State Aid Highway No. 14 (Main Street), south of Trunk Highway 10, and east of County State Aid Highway No. 9 (Round Lake Boulevard) shall be referred to as the "Riverdale site" or "Riverdale"; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to provide new traffic control signals at the intersections of County State Aid Highway No. 9 (Round Lake Boulevard) and Riverdale Southwest access, Riverdale Northwest access, and Trunk Highway 10 south ramp, for the safety of the traveling public; and,

WHEREAS, the parties agree that the City shall cause the reconstruction of the signal at County State Aid Highway No. 9 (Round Lake Boulevard) and Trunk Highway 10 south ramps and the construction of signal systems at County State Aid Highway No. 9 (Round Lake Boulevard) and the Northwest and Southwest access points to Riverdale; and,

WHEREAS, the City has prepared plans and specifications for City Project No. 99-18 which plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties have previously entered into Agreement No. 67163 with Mn/DOT (see Exhibit A); and,

WHEREAS, the parties agree that they will execute Agreement No. 79329M with Mn/DOT (see Exhibit B) for the construction and maintenance of the EVP system at Trunk Highway 10 south ramps; and,

WHEREAS, the parties agree that the City and the State of Minnesota shall pay for the cost of said project; and,

WHEREAS, the parties agree that the maintenance shall be performed by the County and paid for by the City and State of Minnesota (see Exhibit A and B); and,

WHEREAS, the plan calls for the removal of some temporary bituminous medians and other related work; 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 reconstruction of the traffic control system located at County State Aid Highway No. 9 (Round Lake Boulevard) and Trunk Highway 10 south ramps and constructing traffic control systems at County State Aid Highway No. 9 (Round Lake Boulevard) and the northwest and southwest access points to Riverdale, as described in the plans and specifications numbered City Project #99-18 on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The City shall provide all engineering services and shall cause the construction City Project #99-18 in conformance with said plans and specifications. The City 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 City will be responsible.

B. The City and the State of Minnesota shall pay 100% of the cost of the project.

1. The City shall be responsible for obtaining and paying for 100% of all right-of-way and any permanent and/or slope easements needed for construction. The City shall convey to the County said right-of-way and permanent and/or slope easements prior to award of the contract for construction.

2. The County shall provide construction observation for the construction and reconstruction of the signal systems at the sole cost of the City. The City shall pay to the County, upon written demand by the County, the cost of the construction observation performed by the County.

3. The City shall pay 100% of the cost for the signal systems at County State Aid Highway No. 9 (Round Lake Boulevard) and the northwest and southwest access points to the Riverdale site.

4. The City shall pay for 50% of the cost of the EVP system at the intersection of County State Aid Highway No. 9 (Round Lake Boulevard) and the Trunk Highway 10 south ramps.

5. The State of Minnesota shall pay 50% of the cost of the EVP system at the intersection of County State Aid Highway No. 9 (Round Lake Boulevard) and the Trunk Highway 10 south ramps.

6. The City shall pay 100% of the cost of miscellaneous costs associated with the project.

IV. TERM

This Agreement shall continue until (1) 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 City 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 shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of County State Aid Highway No. 9 (Round Lake Boulevard) and the northwest and southwest access points to the Riverdale site, including any necessary extension of power lines. Upon completion of said traffic controls signal installations, the ongoing cost of the electrical power to the signal shall be the sole cost and expense of the City. The power for the south ramp at Trunk Highway 10 is covered by Agreement No. 67136 (see Exhibit A).

X. MAINTENANCE

A. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

B. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

C. Maintenance of the completed signal and signal equipment at the south ramp of Trunk Highway 10 shall be the sole obligation of the City except as provided by the Mn/DOT Agreement Nos. 67136 and 79329M.

D. Maintenance of the completed signals and signal equipment located at the northwest and southwest entrances to the Riverdale site shall be the sole obligation of the City.

E. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal located at County State Aid Highway No. 9 (Round Lake Boulevard) and the northwest and southwest access points to the Riverdale site at the sole obligation of the City. The City shall be billed by the County on a quarterly basis for all costs incurred.

F. Painting of the traffic signals shall be the sole obligation of the City. This is do to the non-standard color chosen by the City. The work shall be performed by the County and billed to the City.

G. Timing of the traffic signals shall be determined by the County.

H. Only the County shall have access to the controller cabinets.

I. The traffic control signals shall be the property of the County.

J. The City shall be responsible for maintenance of the luminaires, luminaire relamping, and luminaire painting.

K. All maintenance of the EVP System shall be completed by the County. The City will be billed by the County on a quarterly basis for all incurred costs.

L. 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.

M. Malfunctions of the EVP System shall be immediately reported to the County.

N. All timing of said EVP System shall be determined by the County.

O. 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, Anoka, Minnesota 55303; on behalf of the County, and the City Manager of the City 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.

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