

JOINT POWERS AGREEMENT FOR THE FLASHING YELLOW ARROW
CONVERSION AT THE INTERSECTION OF CSAH 83 AND SUNWOOD DR/147TH AVE
IN THE CITY OF RAMSEY, MN
(Project SAP 002-030-009)

This Agreement made and entered into this ___ day of _____, 2018, 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 Ramsey, a municipal corporation of the State of Minnesota, 7550 Sunwood Drive NW, Ramsey, MN 55303, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, said parties are mutually agreed that the flashing yellow arrow (FYA) conversion of the existing traffic signal system at CSAH 83 and Sunwood Dr/147th Ave should be completed as soon as possible; and,

WHEREAS, the parties to this agreement consider it mutually desirable to make the necessary improvements to the existing traffic signal system; and,

WHEREAS, the parties agree that the County shall cause the FYA conversion of the signal system to be completed as part of the 2018 Anoka County Flashing Yellow Arrow Conversion Improvement Project; and,

WHEREAS, the Anoka County Highway Department prepared plans and specifications for Project No. SAP 002-030-009, 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 the responsibility of the City of Ramsey as per Anoka County Contract #2005-0516; 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

Each year, Anoka County evaluates the operational characteristics and functionality of its traffic signal systems. Realizing the operational benefits FYA conversions can have when appropriately designed and managed, Anoka County has incorporated FYA conversion improvements into its capital improvement program. For 2018, Anoka County has incorporated the following signal systems into its signal maintenance/improvement program:

- Signal System A (CSAH 14 at Aberdeen Street in Blaine)
- Signal System B (CSAH 14 at Ulysses Street in Blaine)
- Signal System C (CSAH 83 at CSAH 116 in Ramsey)
- Signal System D (CSAH 83 at Sunwood Drive/147th Avenue)

Per the request of the City, the parties have joined together for the purpose of making the required FYA improvements at Signal System D in the City of Ramsey; as described per the plans and specifications for Project No. SAP 002-030-009, on file in the office of the Anoka County Highway Department and incorporated herein by reference.

II. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project No. SAP 002-030-009 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS

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 projections 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. The construction cost, as bid, for the total project (including all four signal systems) is \$204,380.00. Participation in the construction cost is as follows:

The City shall pay for one hundred percent (100%) of the FYA conversion for Signal System D, at a cost of \$29,760.00.

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 at \$28,272.00. 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.

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. Also, the remaining five percent (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. MAINTENANCE

Maintenance of the existing signal system, and all improvements completed under this project, shall continue to follow the terms and conditions included in the existing maintenance agreement between the City and County.

X. 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 of Ramsey, 7550 Sunwood Drive NW, Ramsey, MN 55303, on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, 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.

XII. 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

CITY OF RAMSEY

By: _____
Rhonda Sivarajah, Chair
Board of Commissioners

By: _____
John Le Tourneau
Acting Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Jerry Soma
County Administrator

By: _____
Kurt Ulrich
City Administrator

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL:

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

By: _____
Bruce Westby, P.E.
City Engineer

Dated: _____

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Dan Klint
Assistant County Attorney

By: _____
Joseph J. Langel
City Attorney

Dated: _____

Dated: _____