

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF RAMSEY
And
ANOKA COUNTY
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT**

Control Section (C.S.): 0202-95
Trunk Highway Number (T.H.): 10 = 003
Signal System ID's
System "A" = 39839
System "B" (No I. D.)
System "C" (No I.D.)

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), City of Ramsey acting through its City Council ("City"), and Anoka County acting through its Board of Commissioners ("County").

Recitals

1. The City, County and State have found it in the best interest of the Public to remove the existing Traffic Control Signal on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) and install a new Traffic Control Signal including an Emergency Vehicle Pre-emption System on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) North Ramps and revise the existing Traffic Control Signal including an Emergency Vehicle Pre-emption System on County State Aid Highway No. 83 (Armstrong Boulevard) at Sunwood Drive/147th Avenue NW, in the City of Ramsey, Anoka County, Minnesota; and
2. The County and the State will install the components for a future Traffic Control Signal on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) South Ramps (System "C") in the City of Ramsey, Anoka County, Minnesota; and
3. The City, County and State wish to define their respective power, operation, and maintenance responsibilities for the new Traffic Control Signal ("Signal System") including an Emergency Vehicle Pre-emption System ("EVP System") on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) North Ramps (System "A"); for the Revised Traffic Control Signal including an Emergency Vehicle Pre-emption System on County State Aid Highway No. 83 (Armstrong Boulevard) at Sunwood Drive/147th Avenue NW (System "B"); and for the components for a future Traffic Control Signal on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) South Ramps (System "C") in the City of Ramsey, Anoka County, Minnesota; and
4. The State's operation and maintenance responsibilities covered under this Agreement will be performed by the County on a reimbursable basis with the State; and
5. Agreement No. 04854 between the State and County will address cost participation; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms;

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure. The terms and conditions set forth in Article 2. Signal System and EVP System Power, Operation and Maintenance may be terminated by another Agreement between the parties.

2. Signal System and EVP System Power, Operation, and Maintenance

2.1 System "A"

Power, operation, and maintenance responsibilities will be as follows for the new Signal System including an EVP System on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) North Ramps in the City of Ramsey, Anoka County.

- A. *Power.* The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System.
- B. *Luminaire Maintenance.* The City will, at its own cost, clean and maintain the signal pole mounted LED luminaires and all internal components, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
- C. *Minor Cleaning and Signal Maintenance.* The County will provide for the following at its own cost:
- i. Clean the Signal System, Signal System controller cabinet, and service cabinet exteriors.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

D. *Timing, EVP, and other Maintenance (Performed by the County on a Reimbursable Basis)*

Operation and maintenance activities covered below are the responsibility of the State and will be performed by the County on a reimbursable basis. The County will invoice the State annually for the actual costs incurred in performing said operation and maintenance activities. Invoices will be submitted to the office of the State's Metropolitan Electrical Services Unit at 6000 Minnehaha Avenue, St. Paul, MN 55111. State's payment is subject to an encumbrance of funds for signal operation and maintenance work.

- i. Maintain the signing and perform all other signal system, Accessible Pedestrian Signal, and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the County. Signal system locating will be performed by the County.
- ii. *EVP System Operation.* The EVP System will be operated, maintained, and removed according to the following conditions and requirements:
 - a. All maintenance of the EVP System will be done by County forces.
 - b. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use

emitter units only when responding to an emergency. The County will provide the State's District Engineer or a designated representative a list of all vehicles with emitter units, if requested by the State.

- c. Malfunction of the EVP System must be reported to the County immediately.
- d. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- e. All timing of the EVP System will be determined by the County.

2.2 System "B"

Power, operation, and maintenance responsibilities will be as follows for the revised Signal System including an EVP System County State Aid Highway No. 83 (Armstrong Boulevard) at Sunwood Drive/147th Avenue NW in the City of Ramsey, Anoka County.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System.
- B. **Luminaire Maintenance.** The City will, at its own cost, clean and maintain the signal pole mounted LED luminaires and all internal components, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
- C. **Minor Cleaning, Signal, and Interconnect Maintenance.** The County will provide for the following at its own cost:
 - i. Clean the Signal System, Signal System controller cabinet, and service cabinet exteriors.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Maintain the interconnect between System "A" and System "B" including Gopher State One Call.
- D. **Timing, EVP, and other Maintenance.** The County will provide for the following at its own cost:
 - i. Maintain the signing and perform all other signal system, Accessible Pedestrian Signal, and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the County. Signal system locating will be performed by the County.
 - ii. **EVP System Operation.** The EVP System will be operated, maintained, and removed according to the following conditions and requirements:
 - a. All maintenance of the EVP System will be done by County forces.
 - b. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The County will provide the State's District Engineer or a designated representative a list of all vehicles with emitter units, if requested by the State.
 - c. Malfunction of the EVP System must be reported to the County immediately.

- d. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the County receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the County.
- e. All timing of the EVP System will be determined by the County.

2.3 Components for Future System "C"

The County as owner will, at its cost, perform all the maintenance of components for a future Traffic Control Signal on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) South Ramps in the City of Ramsey, Anoka County.

2.4 Termination of Operation and Maintenance Terms. Each party may terminate the operation and maintenance terms covered under Article 2 by providing 30 days' notice to the other party. The County's termination requires a resolution of the County Board, the City's termination requires a resolution of the City Council, and the State's termination requires a letter from the State's District Engineer. Upon termination the State will perform all operation and maintenance activities previously performed by the County under Article 2.1.D.

2.5 Right of Way Access. Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

2.6 Related Agreements. This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 74810, dated April 26, 1996, between the parties for the intersection of T.H. 10 at County State Aid Highway No. 83 (Armstrong Boulevard).

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name/Title: Allan Espinoza, MnDOT Metro Signal and Lighting Design (or successor)
 Address: 1500 County Road B2 West, Roseville, MN 55113
 Telephone: (651) 234-7812
 E-Mail: allan.espinoza@state.mn.us

3.2. The County's Authorized Representative will be:

Name/Title: Doug Fischer, Anoka County Engineer (or successor)
 Address: 1440 Bunker Lake Blvd. NW, Andover, MN 55304
 Telephone: (763) 862-4213
 E-Mail: doug.fischer@co.anoka.mn.us

3.3. The City's Authorized Representative will be:

Name/Title: Bruce Westby, Ramsey City Engineer (or successor)
 Address: 7550 Sunwood Drive, Ramsey, MN 55303
 Telephone: (763) 433-9825
 E-Mail: bwestby@cityoframsey.com

4. Assignment; Amendments; Waiver; Contract Complete

4.1. Assignment. None of the parties may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 4.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 4.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 4.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind any party.

5. Liability; Worker Compensation Claims; Insurance

- 5.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and County.
- 5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by the City, the County, or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination by Mutual Agreement

This Agreement may be terminated by mutual agreement of the parties.

11. Force Majeure

None of the parties will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

CITY OF RAMSEY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

ANOKA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____
(Chair, Anoka County Board of Commissioners)

Date: _____

By: _____
(Anoka County Administrator)

Date: _____

Recommended for Approval:

By: _____
(Anoka County Engineer)

Date: _____

Approved as to form:

By: _____
(Assistant Anoka County Attorney)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF RAMSEY

RESOLUTION

IT IS RESOLVED that the City of Ramsey enter into MnDOT Agreement No. 07023 with the State of Minnesota, Department of Transportation and Anoka County for the following purposes:

To provide for the power, operation, and maintenance of the new Traffic Control Signal including an Emergency Vehicle Pre-emption System on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) North Ramps; and for the Revised Traffic Control Signal on County State Aid Highway No. 83 (Armstrong Boulevard) at Sunwood Drive/147th Avenue NW in the City of Ramsey, Anoka County, Minnesota.

IT IS FURTHER RESOLVED that the _____ and the _____
(Title) are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Ramsey at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

ANOKA COUNTY

RESOLUTION

IT IS RESOLVED that Anoka County enter into MnDOT Agreement No. 07023 with the State of Minnesota, Department of Transportation and the City of Ramsey for the following purposes:

To provide for the power, operation, and maintenance of the new Traffic Control Signal including an Emergency Vehicle Pre-emption System on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) North Ramps; for the Revised Traffic Control Signal on County State Aid Highway No. 83 (Armstrong Boulevard) at Sunwood Drive/147th Avenue NW; and for components for a future Traffic Control Signal on Trunk Highway No. 10 at County State Aid Highway No. 83 (Armstrong Boulevard) South Ramps in the City of Ramsey, Anoka County, Minnesota.

IT IS FURTHER RESOLVED that the _____ and the _____
(Title) are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Anoka County at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)