

TRAFFIC AND LIGHTING INFRASTRUCTURE MAINTENANCE AGREEMENT
BETWEEN THE CITIES OF SAINT PAUL AND HASTINGS

An agreement dated this _____ day of _____, 2022 by and between the City of Saint Paul, a Minnesota municipal corporation hereinafter "St. Paul" and the City of Hastings, a Minnesota municipal corporation, hereinafter "Hastings".

WITNESSETH:

Whereas, St. Paul possess the skill and expertise via its Department of Public Works, to service, repair, and maintain street lights, traffic signals, signs, and pavement markings and have serviced its own traffic and lighting infrastructure for several decades (the "Services");

Whereas, Hastings has need of the Services at various locations within its borders; and

Whereas, both St. Paul and Hastings are willing to enter into an agreement whereby St. Paul will provide Hastings with Services and Hastings will pay St. Paul for the same; and

Whereas, Minnesota Statutes, Section 471.59, provides that two or more governmental units, but agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they are exercised. Now therefore,

IT IS MUTUALLY AGREED BY AND BETWEEN ST. PAUL AND HASTINGS AS FOLLOWS:

1. That St. Paul will provide general maintenance and repair Services upon specific request for those assets listed on Addendum A, which is incorporated herein by reference.
2. That request to amend Addendum A shall be submitted by Hastings for review and approval by St. Paul at any time providing such request is in writing and specifically describes the nature and type of such matter, its location and effective date of the requested change. Such requests shall be sent to Traffic Operations Engineer, 899 N. Dale St, Saint Paul, Minnesota 55103.
3. That said services shall include repair of malfunctions and knockdowns as requested. Services contemplated herein do not include energy costs.
4. That all electrical work performed by St. Paul will be in conformance with the national electric code and in a neat and workmanlike manner. Further, traffic control during any maintenance period performed by St. Paul shall be structured according to the requirements outlined by the Minnesota Manual of Uniform Traffic Control Devices. For

situations deemed necessary, St. Paul may request Hastings to provide required traffic control at their own direct costs.

5. That St. Paul may request construction work, excavation work, asphalt work and concrete work needed to complete the requested Services be provided by Hastings or covered under a separate agreement.
6. That any damaged materials removed by St. Paul from the asset location pursuant to this agreement shall be turned over to Hastings for inspection and disposal. The drop off location shall be specifically identified by Hastings at the time Services are requested.
7. That Hastings shall furnish to St. Paul a copy of any and all repair and maintenance manuals and revisions of the same for any and all equipment.
8. That Hasting shall, from time to time, provide a written list of persons authorized by Hastings to call for service hereunder. Any call for services by any other persons shall be verified by St. Paul before mobilization commences.
9. That authorized Hastings representatives shall direct telephone calls for Services when needed between the hours of 7:00 AM and 3:30 PM (CDT/CST) Monday through Friday excluding holidays to St. Paul Traffic Operations Center at 651-266-9777. At all other times, calls for services shall be directed to St. Paul's after-hours dispatcher at 651-266-9700. St. Paul does not offer 24-hour dispatch staff which may require Hastings to leave a voice message for St. Paul response.
10. That Services provide by St. Paul are subject to resource availability as determined by St. Paul.
11. That when Services are requested by Hastings, it is generally understood by all parties that schedules, completion times, and cost estimates are not guaranteed by St. Paul.
12. That St. Paul will bill Hastings for Services rendered hereunder on a monthly basis detailing a description of the work involved; the labor and equipment used in the performance thereof, and parts and materials furnished.
13. That labor charges will be billed by St. Paul at the wage it has established as adjusted, via collective bargaining with various occupational groups who actually perform the work. Such wage rates will also be adjusted to reflect the cost of fringe benefits (including overhead) made by St. Paul to those occupational groups who actually perform the work. Further, the wage rates and/or fringe benefits will be adjusted if the occupational groups are working holidays, are on overtime status or have been subject to callback as the case may be and as determined by the time when work is performed hereunder. The labor charges reference shall commence at the time mobilization begins

and terminate after demobilization is completed for any task performed for Hastings hereunder. Upon request by Hastings, St. Paul shall provide to Hastings the most current billing rates for labor for each occupational group performing the work. Also upon request, St. Paul shall also provide to Hastings the most current equipment billing rates.

14. That Hastings shall be billed for parts and materials at St. Paul's actual cost plus a markup of twenty percent (20%) to cover overhead and acquisition costs.
15. That Hastings will remit the sums payable to St. Paul within thirty (30) calendar days after its receipt of same.
16. That all written notices and other communications required hereunder shall be sent to:

FOR ST. PAUL:
Mike Lusian
General Lead Electrician
899 N. Dale Street
St. Paul, MN 55103
Phone: (651) 266-9777
Email: mike.lusian@ci.stpaul.mn.us

FOR HASTINGS:
Mark Peine
Public Works Superintendent
1225 Progress Drive
Hastings, MN 55033
Phone: (651) 480-6186
Email: mpeine@hastingsmn.gov

17. Either St. Paul or Hastings may terminate this agreement without cause upon thirty (30) days written notice from one to the other and any charges for Services rendered prior to the termination date shall survive until paid.
18. There shall be no assignment of this Agreement except under the written consent of the non-assigning party, which consent shall not be unreasonably withheld.
19. Except as provided in Paragraph 2, this agreement may be amended or any of its terms modified only by written amendment authorized and executed by St. Paul and Hastings.
20. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the

parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of this Section shall survive the expiration or termination of this Agreement.

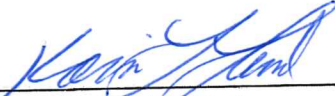
21. St. Paul is and shall remain an independent contractor performed under this Agreement. St. Paul on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

St. Paul acknowledges and agrees that the St. Paul on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The St. Paul also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the St. Paul and that it is the St. Paul's sole obligation to comply with the applicable provisions of all federal and state tax laws.

22. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The St. Paul and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

St. Paul shall assist Hastings with respect to any request for documentation or reports or any other general assistance required pursuant to this Agreement. St. Paul shall elect to bill for Hastings for any costs related to requested documentation, reports and/or general assistance.

APPROVED AS TO FORM:

 11/30/22
Hastings City Attorney Date

CITY OF HASTINGS

By: Mary D Fasbender 11/7/22
Mary Fasbender, Mayor Date

By: Kelly Murtaugh 11/7/2022
Kelly Murtaugh, City Clerk Date

APPROVED AS TO FORM:

CITY OF SAINT PAUL

St. Paul City Attorney's Office Date

By: _____
Melvin Carter, Mayor Date

By: _____
Director, Department of Public Works Date

By: _____
Director, Office of Financial Services Date