

**LIGHTING MAINTENANCE AGREEMENT
BETWEEN THE CITIES OF SAINT PAUL AND FALCON HEIGHTS**

An Agreement dated this _____ day of _____, 2021 by and between the City of Saint Paul, Minnesota, hereinafter called "St. Paul" and the City of Falcon Heights, Minnesota, hereinafter called "Falcon Heights"

WITNESSETH:

Whereas, St Paul and Falcon Heights currently have a Lighting Maintenance Agreement established in 1998; and

Whereas, St. Paul possesses the skill and expertise via its Department of Public Works, to service, repair and maintain street lights and have serviced its own lights for several decades (the "Services"); and

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

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

Whereas, both St. Paul and Falcon Heights are authorized pursuant to Minnesota Statutes §471.59 to enter into such an agreement, now therefore,

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

1. That St. Paul will provide general maintenance and repair Services (including bulb replacement) to those street lights listed on Addendum A which is incorporated herein by reference. These maintenance and repair Services shall not include utility locating.
2. That Addendum A may be amended by Falcon Heights at any time providing such amendment is in writing and specifically describes the nature and type of such matter, its location and effective date of the change. Such amendment shall be sent to Traffic Operations Engineer, 899 N. Dale Street, Saint Paul, Minnesota 55103.
3. That said services shall include repair of malfunctions and knockdowns as they occur. Painting of poles may be arranged though the City of Saint Paul, or its contractor, which will be paid directly by Falcon Heights. All energy costs incurred by the City of St. Paul on behalf of the City of Falcon Heights shall be reimbursed through periodic billing by the City of St. Paul to Falcon Heights. Costs for all circuits that supply power exclusively to City of Falcon Heights assets shall be direct billed to the City of Falcon Heights by the power supplier.

4. That all electrical work performed by St. Paul will be in conformance with the national electrical code and in a neat and workmanlike manner. Further, traffic control during any maintenance performed by St. Paul shall be structured according to the current version of the Minnesota Manual for Uniform Traffic Control Devices .

5. That any construction work, excavation work and concrete work needed for the effective installation, repair or maintenance of the street lights serviced by St. Paul shall be done by Falcon Heights or covered under a separate agreement.

6. That any damaged materials removed by St. Paul from the street lights pursuant to this agreement shall be turned over to Falcon Heights for inspection and disposal.

7. That Falcon Heights 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 Falcon Heights shall, from time to time, provide a written list of persons authorized by Falcon Heights to call for service hereunder. Any call for service by any other persons shall be verified by St. Paul before work commences.

9. That authorized Falcon Heights representatives shall direct telephone calls for Services when needed between the hours of 7:30 AM and 4:30 PM Monday through Friday excluding legal holidays to St. Paul's traffic operations center at 651-266-9777. At all other times, calls for service shall be directed to St. Paul's 24-hour dispatcher at 651-266-9700.

10. That St. Paul shall immediately dispatch qualified personnel to repair and correct emergency or dangerous situations on a priority basis considering all streetlights maintained by St. Paul, taking care of the most dangerous situations first

11. That St Paul shall, for non-emergency or non-dangerous situations, respond to calls for service within twenty-four (24) hours if such calls are received between 7:30 AM and 4:30 PM, Monday through Friday, excluding legal holidays. A call for service at any other time shall be responded to within Seventy-two (72) hours.

12. That to the extent possible, depending on St. Paul's complement of available staff and available parts, any streetlight covered hereunder shall be restored to normal operation within Seventy-two (72) hours from the time the call for service is received.

13. That St. Paul will bill Falcon Heights 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 the parts and materials furnished.

14. That labor charges will be billed by St. Paul at the wage it has established as adjusted, via collective bargaining with the various occupational groups who actually perform the work. Such wage rates will also be adjusted to reflect the cost of fringe benefits paid 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 referenced shall commence at the time travel begins and terminate when travel ends for any task performed for Falcon Heights hereunder.

15. That Falcon Heights shall be billed for parts and materials at St. Paul's actual cost plus a markup of twenty percent (20%) to cover the costs of restocking, handling and operating expenses.

16. That Falcon Heights will remit the sums payable to St Paul within thirty (30) days after its receipt of same

17. That all written notices and other communications required hereunder shall be sent to:

FOR ST. PAUL:

JOE SPAH, P.E.
899 N. Dale Street St. Paul, MN 55103 Phone: 266-9773

FOR FALCON HEIGHTS:

City Administrator
2077 W. Larpenteur Ave.
Falcon Heights, MN 55113 Phone: 644-5050

18. That either St Paul or Falcon Heights may terminate this agreement without cause upon sixty (60) days written notice from one to the other and any charges for Services rendered prior to the termination date shall survive until paid.

19. There shall be no assignment of this Agreement except upon the written consent of the non-assigning party, which consent shall not be unreasonably withheld.

20. 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 Falcon Heights.

APPROVED AS TO FORM:

CITY OF FALCON HEIGHTS

Falcon Heights City Attorney

By _____
Its _____
Mayor

By _____
Its _____
City Administrator

APPROVED AS TO FORM:

- 1 _____
- 2 Ian Welsh
- 3 Assistant City Attorney
- 4 City of Saint Paul

CITY OF ST PAUL

By _____
Mayor

By _____
Sean Kershaw
Director of Public Works
City of St Paul

By _____
Director of Finance and Management
Services

ADDENDUM "A"

CONTRACT MAINTENANCE LOCATIONS

Falcon Heights, Minnesota

January, 2021

As agreed to and referenced in the "Lighting Maintenance Agreement between the Cities of Saint Paul and Falcon Heights", the lighting units located on the following street shall be maintained by the City of Saint Paul.

Street Lighting:

- North side of Hoyt Avenue West from Fulham Street to Cleveland Avenue
- East side of Fulham Street from Hoyt Avenue to Folwell Avenue
- West side of Cleveland Avenue from Hoyt Avenue to Larpenteur Avenue
- East side of Cleveland Avenue from the municipal boundary north of Como Avenue to Larpenteur Avenue