

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DAKOTA COUNTY
And
THE CITY OF WEST ST. PAUL
And
THE CITY OF INVER GROVE HEIGHTS
And
THE CITY OF ST. PAUL
TRAFFIC CONTROL SIGNAL
MAINTENANCE AGREEMENT**

Control Section (C.S.):

1908

Trunk Highway Number (T.H.):

952A = 334

A = 20761 CSAH 14 (Mendota Road)

B = 39706 Crusader Avenue (*New Signal*)

C = 20762 Marie Avenue

D = 20763 Lothenbach Avenue

E = 20764 CSAH 8 (Wentworth Avenue)

F = 20765 County Road 6 (Thompson Avenue)

G = 20766 Emerson Avenue

H = 20767 Moreland Avenue

I = 20768 County Road 4 (Butler Avenue)

J = 20770 Bernard Street

K = 20771 Annapolis Street

Signal System IDs:

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of West St. Paul acting through its City Council ("West St. Paul"), the City of Inver Grove Heights acting through its City Council ("Inver Grove Heights"), the City of St. Paul acting through its City Council ("St. Paul"), and Dakota County acting through its Board of Commissioners ("County").

Recitals

1. Dakota County, West St. Paul, Inver Grove Heights, St. Paul, and the State have found it in the best interest of the Public to remove the existing Traffic Control Signal Systems and Emergency Vehicle Preemption Systems and install new Traffic Control Signal Systems with Accessible Pedestrian Signals ("APS"), Signal Pole Mounted LED Luminaires, and Signing ("Signal System(s)"); and new Emergency Vehicle Preemption Systems ("EVP System(s)") on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road); at Marie Avenue; at Lothenbach Avenue; at County State Aid Highway No. 8 (Wentworth Avenue); at County Road No. 6 (Thompson Avenue); at Emerson Avenue; at Moreland Avenue; at County Road No. 4 (Butler Avenue); at Bernard Street; and at Annapolis Street, and Install a new Traffic Control Signal on Trunk Highway No. 952A at Crusader Avenue with Accessible Pedestrian Signals ("APS"), Signal Pole Mounted LED Luminaires, and Signing ("Signal System"); and a new Emergency Vehicle Preemption System ("EVP System"), and Install Interconnect on Trunk Highway No. 952A from County State Aid Highway No. 14 (Mendota Road) to Annapolis Street in the Cities of West St. Paul, Inver Grove Heights, St. Paul, in the Counties of Dakota and Ramsey, Minnesota under State Project. No. 1908-84 and State Aid Project No. 173-010-007; and
2. West St. Paul, Inver Grove Heights, St. Paul, the County, and the State wish to define their respective power, operation, and maintenance responsibilities for the new Traffic Control Signals, Emergency Vehicle Pre-emption Systems and Interconnect on Trunk Highway No. 952A (Robert Street) at County

State Aid Highway No. 14 (Mendota Road) (System “A”); at Crusader Avenue (System “B”); at Marie Avenue (System “C”); at Lothenbach Avenue (System “D”); at County State Aid Highway No. 8 (Wentworth Avenue) (System “E”); at County Road No. 6 (Thompson Avenue) (System “F”); at Emerson Avenue (System “G”); at Moreland Avenue (System “H”); at County Road No. 4 (Butler Avenue) (System “I”); at Bernard Street (System “J”); and at Annapolis Street (System “K”); and

3. West St. Paul, Inver Grove Heights, St. Paul, the County, and the State will participate in the power, operation and maintenance of the new Signal Systems, EVP Systems, and Interconnect; and
4. Municipal Agreement No. 04840 between the State and West St. Paul will address the cost participation for the new and revised Signal Systems and EVP Systems; and
5. 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: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure. The terms and conditions set forth in Article 2. Signal Systems, EVP Systems, and Interconnect Power, Operation, and Maintenance may be terminated by another Agreement between the parties.

2. Signal Systems, EVP Systems, and Interconnect Power, Operation, and Maintenance

2.1. **(System “A”)** Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road)

A. Signal Power. West St. Paul, Inver Grove Heights, and the County will share in 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 at the following percentages:

- | | |
|------------------------|------------|
| 1. West St. Paul | 25 percent |
| 2. Inver Grove Heights | 25 percent |
| 3. County | 50 percent |

B. Luminaire Power. West St. Paul and Inver Grove Heights will share equally in the hook-up cost and application to secure an adequate power supply to the signal pole mounted LED luminaires and will pay all monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires at the following percentages:

- | | |
|------------------------|------------|
| 1. West St. Paul | 50 percent |
| 2. Inver grove Heights | 50 percent |

C. Billing. The County will receive the bills for the hook-up, signal, EVP, and luminaire power and invoice West St. Paul and Inver Grove Heights for their respective share of the costs.

D. Minor Signal Maintenance. The County shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. Minor Luminaire Maintenance. West St. Paul and Inver Grove Heights will share equally in the cost of cleaning the luminaire mast arm extensions, and maintaining the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary at the following percentages:

- A. West St. Paul 50 percent
- B. Inver Grove Heights 50 percent

Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

West St. Paul will perform the minor luminaire maintenance and bill Inver Grove Heights for its share of the costs.

F. Timing; Other Maintenance.

1. The State will maintain the signing and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.
2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.
3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

G. EVP Systems Operation. The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP Systems must be done by State forces.
2. 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. West St. Paul and Inver Grove Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
3. Malfunction of the EVP Systems must be reported to the State immediately.

4. In the event the EVP Systems 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 West St. Paul and Inver Grove Heights receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

5. All timing of the EVP System will be determined by the State.

- 2.2. (System "B") Trunk Highway No. 952A (Robert Street) at Crusader Avenue
(System "C") Trunk Highway No. 952A (Robert Street) at Marie Avenue
(System "D") Trunk Highway No. 952A (Robert Street) at Lothenbach Avenue
(System "G") Trunk Highway No. 952A (Robert Street) at Emerson Avenue
(System "H") Trunk Highway No. 952A (Robert Street) at Moreland Avenue
(System "J") Trunk Highway No. 952A (Robert Street) at Bernard Street

A. **Signal Power.** West St. Paul will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems (including luminaires) and EVP Systems.

B. **Minor Signal and Luminaire Maintenance.** West St. Paul will be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or longer meets Institute of Traffic Engineers (ITE) standards for light output.
2. Clean the Signal System controller cabinet and service cabinet exteriors.
3. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
4. Clean the luminaire mast arm extensions.

C. **Timing; Other Maintenance.**

1. The State will maintain the signing and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.
2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.
3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

D. **EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP Systems must be done by State forces.

2. 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. West St. Paul and Inver Grove Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
3. Malfunction of the EVP Systems must be reported to the State immediately.
4. In the event the EVP Systems 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 West St. Paul and Inver Grove Heights receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
5. All timing of the EVP Systems will be determined by the State.

- 2.3. (System "E") Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 8 (Wentworth Avenue)
(System "I") Trunk Highway No. 952A (Robert Street) at County Road No. 4 (Butler Avenue)

A. Signal Power. West St. Paul and the County will share in the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System at the following percentages:

- | | |
|------------------|------------|
| 1. West St. Paul | 50 percent |
| 2. County | 50 percent |

B. Luminaire Power. West St. Paul will be 100 percent responsible for the hook-up cost and application to secure an adequate power supply to the signal pole mounted LED luminaires and will pay all monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires.

C. Billing. The County will receive the bills for the hook-up, signal, EVP, and luminaire power and invoice West St. Paul for its respective share of the costs.

D. Minor Signal Maintenance. The County shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. Minor Luminaire Maintenance. West St. Paul shall be responsible for the following at its cost:

1. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
2. Clean the luminaire mast arm extensions.

E. *Timing; Other Maintenance.*

1. The State will maintain the signing, and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.
2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.
3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

F. *EVP Systems Operation.* The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP Systems must be done by State forces.
2. 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. West St. Paul will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
3. Malfunction of the EVP Systems must be reported to the State immediately.
4. In the event the EVP Systems 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 West St. Paul receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
5. All timing of the EVP Systems will be determined by the State.

2.4. (System "F") Trunk Highway No. 952A (Robert Street) at County Road No. 6 (Thompson Avenue)

A. *Signal Power.* West St. Paul and the County will share in 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 at the following percentages:

- | | |
|------------------|------------|
| 1. West St. Paul | 75 percent |
| 2. County | 25 percent |

B. *Luminaire Power.* West St. Paul will be 100 percent responsible for the hook-up cost and application to secure an adequate power supply to the signal pole mounted LED luminaires and will pay all monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires.

C. *Billing.* The County will receive the bills for the hook-up, signal, EVP, and luminaire power and invoice West St. Paul for its respective share of the costs.

D. *Minor Signal Maintenance.* The County shall be responsible for the following at its cost:

1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. *Minor Luminaire Maintenance.* West St. Paul shall be responsible for the following at its cost:

1. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
2. Clean the luminaire mast arm extensions.

E. *Timing; Other Maintenance.*

1. The State will maintain the signing, and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.
2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.
3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

F. *EVP Systems Operation.* The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP System must be done by State forces.
2. 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. West St. Paul and Inver Grove Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
3. Malfunction of the EVP System must be reported to the State immediately.
4. 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 West St. Paul 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.
5. All timing of the EVP System will be determined by the State.

2.5. (System “K”) Trunk Highway No. 952A (Robert Street) at Annapolis Street

A. Signal Power Hook-up St. Paul and West St. Paul will share in the hook-up cost and application to secure an adequate power supply to the service pad or pole at the following percentages:

- 1. St. Paul 37.5 percent
- 2. West St. Paul 62.5 percent

West St. Paul will receive the bill for the hook-up cost and application to secure an adequate power supply to the service pad or pole and invoice St. Paul for its respective share of the costs.

B. Signal Power Monthly Electrical Expenses St. Paul and West St. Paul will share in the monthly electrical service expenses necessary to operate the Signal System and EVP System at the following percentages:

- 1. St. Paul 37.5 percent
- 2. West St. Paul 62.5 percent

West St. Paul will receive the bill for the signal power monthly electrical expenses and invoice St. Paul for its respective share of the expenses.

C. Luminaire Power Monthly Electrical Expenses. St. Paul and West St. Paul will share equally monthly electrical service expenses necessary to operate the signal pole mounted LED luminaires at the following percentages:

- 1. St. Paul 50 percent
- 2. West St. Paul 50 percent

West St. Paul will receive the bill for the luminaire power monthly electrical expenses and invoice St. Paul for its respective share of the expenses.

D. Minor Signal Maintenance. West St. Paul shall be responsible for the following at its cost:

- 1. Maintain the Signal System LED indications. Maintaining of the traffic control signal system LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
- 2. Clean the Signal System controller cabinet and service cabinet exteriors.

E. Minor Luminaire Maintenance. St. Paul and West St. Paul will share in the costs equally at 50 percent each for the following:

- 1. Maintain the signal pole mounted LED luminaires and all internal components, including replacing the LED luminaires when necessary. Each LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
- 2. Clean the luminaire mast arm extensions.

West St. Paul will perform the minor luminaire maintenance and bill St. Paul for its respective share of the costs and expenses.

F. *Timing; Other Maintenance.*

1. The State will maintain the signing, and perform all other Signal System, APS, and signal pole LED luminaire circuit maintenance at its cost.
2. As owner, the State will perform Gopher State One Call Locating and be responsible for scheduling future Signal and EVP System replacement.
3. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

G. *EVP Systems Operation.* The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP System must be done by State forces.
2. 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. St. Paul and West St. Paul will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
3. Malfunction of the EVP System must be reported to the State immediately.
4. 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 St. Paul and West St. Paul 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.
5. All timing of the EVP System will be determined by the State.

2.6. *Interconnect.* The State will maintain the interconnect from System "A" to System "K", including Gopher State One Call, at its cost. All timing and co-ordination will be done by State Forces.

3. *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.

4. *Related Agreements.*

- 4.1.** This agreement will supersede and terminate Agreement No. 63935, dated May 8, 1987 between the parties for the intersections on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road); at Marie Avenue; at County State Aid Highway No. 8 (Wentworth Avenue); at County Road No. 6 (Thompson Avenue); at Emerson Avenue; at Moreland Avenue; at County Road No. 4 (Butler Avenue); at Bernard Street; and at Annapolis Street.
- 4.2.** This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 81029R, dated February 13, 2001 between the State, the County, and South St. Paul for the intersection

on Trunk Highway No. 952A (Robert Street) at County State Aid Highway No. 14 (Mendota Road). South St. Paul will be sent a letter of termination.

- 4.3. This agreement will supersede and terminate Agreement No. 85140, dated December 29, 2003 between the State, the County, and West St. Paul for the intersection on Trunk Highway No. 952A (Robert Street) at County Road No. 8 (Wentworth Avenue).
- 4.4. This agreement will supersede and terminate Agreement No. 62169, dated June 20, 1984 between the State, the County, and West St. Paul for the intersection on Trunk Highway No. 952A (Robert Street) at County Road No. 6 (Thompson Avenue).

5. 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.

5.1. The State's Authorized Representative will be:

Name/Title: Allan Espinoza, MnDOT Metropolitan District Traffic Engineering (or successor)
Address: 1500 County Road B2 West, Roseville, MN 55113
Telephone: (651) 234-7812
E-Mail: allan.espinoza@state.mn.us

5.2. The County's Authorized Representative will be:

Name/Title: Mark Krebsbach, Dakota County Engineer (or successor)
Address: 14955 Galaxie Avenue West, Apple Valley, MN 55124-8579
Telephone: (952) 891-7100
Fax: (952) 891-7127

5.3. West St. Paul's Authorized Representative will be:

Name/Title: Matt Samm, West St. Paul City Engineer (or successor)
Address: City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, MN 55118
Telephone: (651) 552-4130
Fax: (952) 552-4190

5.4. Inver Grove Heights Authorized Representative will be:

Name/Title: Tom Daldunski, Inver Grove Heights City Engineer (or successor)
Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
Telephone: (651) 450-2572
E-mail: tkaldunski@invergroveheights.org

5.5. St. Paul's Authorized Representative will be:

Name/Title: Paul St. Martin, St. Paul Assistant City Engineer (or successor)
Address: 800 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102
Telephone: (651) 266-6118
Fax: (651) 298-4559

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. 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.
- 6.3. 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.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the County, West St. Paul, Inver Grove Heights, and St. Paul. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

- 7.1.** 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 County, West St. Paul, Inver Grove Heights, and St. Paul.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Nondiscrimination

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

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's, West St. Paul's, Inver Grove Heights, and St. Paul'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.

10. Government Data Practices

The County, West St. Paul, Inver Grove Heights, St. Paul 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 County, West St. Paul, Inver Grove Heights, and St. Paul 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 County, West St. Paul, Inver Grove Heights, St. Paul, or the State.

11. 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.

12. Termination by Mutual Agreement

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

13. Force Majeure

Neither party 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.

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CITY OF WEST ST. PAUL

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: _____

CITY OF INVER GROVE HEIGHTS

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: _____

CITY OF ST. PAUL

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.

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Finance & Management Services)

Date: _____

DAKOTA 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.

Recommended for Approval:

By: _____
(County Engineer)

Approved as to form:

By: _____
(Assistant City Attorney)

Approved:

By: _____
(Physical Development Director)

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: _____