

LIGHTING INFRASTRUCTURE MAINTENANCE AGREEMENT
BETWEEN THE CITIES OF SAINT PAUL AND SCANDIA

An Agreement dated this ____ day of _____, 2015 by and between the City of Saint Paul, a Minnesota municipal corporation, hereinafter "St. Paul" and the City of Scandia, a Minnesota municipal corporation, hereinafter "Scandia."

WITNESSETH:

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 traffic and lighting infrastructure for several decades (the "Services"); and

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

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

Whereas, Minnesota Statutes, Section 471.59, provides that two or more governmental units, by 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 SCANDIA AS FOLLOWS:

1. That St. Paul will provide general maintenance and repair Services in a timely manner for street lights.
2. That this agreement may be amended by Scandia 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. Amendments can also include ongoing or short term requests for services for pavement marking installation, sign manufacturing, repair or installation or other traffic infrastructure installation, maintenance or repair.
3. That said services shall include repair of malfunctions and knockdowns as they occur. Painting of poles may be arranged through the City of Saint Paul, or its contractor, which will be paid directly by Scandia. Services contemplated herein do not include energy costs.

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 Manual of 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 Scandia 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 Scandia for inspection and disposal.

7. That Scandia 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 Scandia shall, from time to time, provide a written list of persons authorized by Scandia 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 Scandia 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 487-7200. At all other times, calls for service shall be directed to St. Paul's 24-hour dispatcher at 292-6600.

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 7:00 AM and 5:30 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 Scandia 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 Scandia hereunder. St. Paul shall provide to Scandia the most current billing rates for labor for each occupational group performing the work. St. Paul shall also provide to Scandia the most current equipment billing rates.

15. That Scandia 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 Scandia 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:

John McNamara
General Lead Electrician
899 N. Dale Street
St. Paul, MN 55103
Phone: (651) 266-9780

FOR SCANDIA:

Kristina Handt
City Administrator
14727 209th St. N.
Scandia, MN 55073

18. Either St. Paul or Scandia 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 nonassigning 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 Scandia.

21. St. Paul and Scandia shall each be responsible for their own acts and omissions and the results thereof to the extent authorized by law. St. Paul and Scandia's liabilities are subject to statutory liability limitations.

22. St. Paul shall assist Scandia with respect to any requests for documentation or reports or any other general assistance required pursuant to this Agreement.

APPROVED AS TO FORM:

By: [Signature] 2/17/15
Scandia City Attorney Date

CITY OF SCANDIA

By: [Signature]
Its: Mayor Date

By: [Signature] 2/17/15
Its: City Administrator Date

APPROVED AS TO FORM:

By: _____
St. Paul City Attorney's Date
Office

CITY OF SAINT PAUL

By: _____
Chris Coleman, Mayor Date

By: _____
Director Date
Department of Public Works

By: _____
Director Date
Office of Financial Services