

**CENTRAL CORRIDOR (GREEN LINE)
LIGHT RAIL TRANSIT PROJECT
OPERATIONS AND MAINTENANCE AGREEMENT
CITY OF SAINT PAUL, RAMSEY COUNTY
AND METROPOLITAN COUNCIL**

This Operations and Maintenance Agreement (“Agreement”) is entered into by and among the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”), Ramsey County, a municipal corporation (“County”), and City of Saint Paul, a Minnesota home rule charter city (“City”), hereinafter referred to as “Parties”.

WHEREAS, the Council has constructed the Central Corridor Light Rail Transit (LRT) Project (“Green Line LRT”) running between Downtown Minneapolis and Downtown St. Paul, generally via Washington and University Avenues; and,

WHEREAS, pursuant to Minn. Stat. § 473.411, the Council owns and operates the LRT on City and County Infrastructure; and

WHEREAS, the County and the City have jurisdiction over roadways adjacent to and /or within the LRT area; and

WHEREAS, the County and the City have an existing joint powers agreement for roadway maintenance; and,

WHEREAS, this Agreement will define the Parties’ roles and responsibilities with respect to the operations and maintenance of the LRT on the City and County Infrastructure in the City of St. Paul subject to existing agreements; and

WHEREAS, Minnesota Statutes Chapters 471 and 473 and other applicable statutes, authorize the Parties to enter into this Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the sufficiency of which has been agreed to by the Parties, the Council, the County and the City agree as follows:

ARTICLE 1 - DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement.

“**City**” shall mean the City of Saint Paul, its employees, agents or contractors.

“**City Infrastructure**” shall mean City infrastructure that includes but is not limited to City streets including pavement, curbs and gutters; sidewalks; sanitary and storm sewer systems; street lights and traffic signals and the associated conduits, cables and wires; and communication

conduits, fiber optics, and cables.

“Council” shall mean Metropolitan Council, its employees, agents or contractors.

“County” shall mean Ramsey County, its employees, agents or contractors.

“County Infrastructure” shall mean County roadways including pavement, curbs and gutters; sidewalks; storm systems, catch basins, catch basin leads; street lights and traffic signals and the associated conduits, cables, and wires; water infiltration system; and retaining walls.

“Emergency Vehicle Preemption” or “EVP” shall mean systems that interrupt the normal traffic signal cycle to provide a green light for the emergency vehicle at or approaching the signal so the emergency vehicle can pass through the intersection safely.

“Fence” shall mean the fences which parallel and are located on one or both sides of the LRT System tracks, or are located on retaining walls.

“Field Contacts” shall mean the Rail Control Center – 612-341-5710, the City of St. Paul Public Works 24-hour number - 651-266-9700, and Ramsey County – 651-266-7100.

“Headway” shall mean the time between train arrivals in a single direction at a specific point.

“Joint Use Poles” shall mean overhead catenary system (OCS) poles that also include a streetlight or traffic signal equipment.

“Landscaping” shall mean plants, irrigation systems, and planter walls within the LRT Area.

“LRT Area” shall mean the area that includes the area within the LRT Work Zone, LRT System and LRT Stations as those terms are defined below, and the real property or easements owned by the Council that will be used for the operation and maintenance of the LRT Systems.

“LRT Sanitary Sewer System” shall mean the sanitary sewer pipe filled with sand near the Lexington station platforms, and remaining embedded.

“LRT Signals” shall mean the signals used to govern movement of light rail vehicles and provide light rail specific information to roadway vehicles (such as flashers, bar signals, train approaching blank out signs, signs governing bus movements within the LRT System and no right hand/left hand turn blank out signs, etc.).

“LRT Station” shall mean the passenger loading facilities for the LRT System, including but not limited to platforms, canopies and railings, pedestrian access walkways, special handicap access facilities, and all functional and architectural features.

“LRT Storm Drain System” shall mean the embedded track and ballast drains, including all pipe, manholes, clean-outs, and related facilities that drain the LRT track and track-bed. This

includes any storm sewer facilities that are within or below the LRT Area for purposes of draining the LRT Area. The LRT Storm Drain System ends at the point at which the LRT Storm Drain System connects to either a City or County owned catch basin or manhole. The connection of the LRT Storm Drain System to the City owned system is part of the LRT Storm Drain System.

“LRT System” shall mean all equipment and facilities owned by the Council and associated with the operation of Green Line LRT including but not limited to the tracks, raised curb, stations, transit operating systems equipment, flashing lights, warning devices, LRT system signage, LRT train control equipment, overhead catenary system (OCS), LRT traction power substations, LRT gate crossing houses, LRT signal/communication houses, Council owned artwork, and LRT vehicles.

“LRT Work Zone” shall mean the LRT Work Zone is defined as the area where work is performed within twelve (12) feet on each side of the center line of each track.

“LRT Work Zone Access Procedures” shall mean the Council’s procedures, as updated and amended, for working in, on, or around the LRT System, including track allocation procedures, work scheduling requirements, notification procedures and work permit procedures. A current copy of the Council’s LRT Work Permit Procedure is attached hereto as **Exhibit H**.

“Major Maintenance” shall mean expenditures made beyond regular and general upkeep. Work of this type would typically involve excavation of some sort of the ground surface.

“Overhead Catenary System” or “OCS” shall mean all facilities for overhead traction power distribution to the light rail system, including, but not limited to, OCS poles, overhead wires, underground wires, hardware and appurtenances.

“OCS Pole” shall mean a component of the OCS, which supports the overhead power supply wire of the light rail system. An OCS pole may or may not be a “joint use pole”.

“OCS Shield” shall mean a component of the OCS, which shields the overhead supply wire at the Cedar Street Bridge.

“Routine Maintenance” shall mean activities associated with regular and general upkeep of infrastructure or equipment against normal wear and tear. This type of work would not involve excavation or disturbance of the ground surface.

“Traffic Control Signal” or “Traffic Signal” shall mean any traffic signal by which traffic is alternatively directed to stop and permitted to proceed.

“Transit System Priority” or “TSP” shall mean the operational improvements that use technology to reduce dwell time at traffic signals for transit vehicles by modifying signal timing to accommodate transit vehicle movements.

“Water Infiltration System” shall mean the use of perforated pipe, crushed granite, and geotextile fabric creating a system for the infiltration of storm water, and shall include all

structures, cleanouts, and any connecting pipe up to the point of connection with a County catch basin or City mainline pipe or manhole.

ARTICLE 2 – PURPOSE AND GENERAL RESPONSIBILITIES

2.1 Purpose. The purpose of the Agreement is to define the operational and maintenance responsibilities of each Party with respect to the LRT System located within the City and County Infrastructure subject to the agreements identified in Section 2.5. **Exhibit A** depicts the geographic limits to which this Agreement pertains.

2.2 General City and County Responsibilities. Except as otherwise provided in this Agreement, the City is responsible for all operations and maintenance including snow and ice control related to City Infrastructure; the County is responsible for all operations and maintenance including snow and ice control related to County Infrastructure.

2.3 General Council Responsibilities. Except as otherwise provided in this Agreement, the Council is responsible for LRT Systems maintenance activities including track maintenance, snow and ice control, and any other activity required to keep the LRT system in good operating condition.

2.4 Annual Meeting. The Parties shall meet annually on or before June 1 of each year during the term of this Agreement, or as needed to resolve any operation or maintenance issues related to the LRT System. The meeting shall be chaired by Metro Transit's Deputy Chief Operation Officer for Rail, or his or her designee, the City Engineer and the County Engineer, or their designees.

2.5 The Parties acknowledge the existence of other agreements that govern other portions of this jurisdiction. These agreements include:

A. Agreement Between The State of Minnesota, Department of Transportation, and Metropolitan Council for Maintenance of LRT Systems (**Exhibit B**). The operations and maintenance for the Highway 280 and Cedar Street bridges, I-94 right of way, Signal Bungalow on 12th Street, Minnesota Street (between 11th Street and 12th Street), and the Snelling Avenue intersection, are under the jurisdiction of the Minnesota Department of Transportation.

B. Agreement for Maintenance of Existing Tunnels and Construction and Maintenance of New Tunnel Under Ramsey County State Aid Highway 34 (University Avenue) in the Capitol Area (**Exhibit C**). The operations and maintenance for the tunnel under University Avenue in the Capitol Area, covered under an agreement between the County, Council, and State of Minnesota.

C. Cost Sharing Agreement for the Vertical Access Tower Operation and Maintenance (**Exhibit D**). The operations and maintenance for the stair and elevator tower next to the Central Station on 5th Street, which is covered under an agreement between the City and Council.

D. Letter agreement between State Department of Administration and Metropolitan Council (**Exhibit E**). The operations and maintenance for the medians and other facilities along University Avenue from Rice Street to Robert Street, Robert Street from University Avenue to 12th Street and 12th Street from Robert Street to Cedar Street.

ARTICLE 3 –OPERATION OF LRT SYSTEM

3.1 Operation of the LRT System in City Infrastructure and County Infrastructure
Pursuant to its powers under Minnesota Statutes 473.4051, and in accordance with this Agreement the Council will operate the LRT System on and across County roads and City streets.

3.2. Work within the LRT Work Zone

A. Standard Council Permit for 3rd Parties

Because of safety concerns, any 3rd party looking to work within or encroaching upon the Green Line LRT Work Zone, including City or County if the work is outside of its Annual Permit as defined below, must obtain a permit from the Council. The 3rd Party shall make a written request for right of entry according to the Council's LRT Work Zone Access Procedures. The Council shall not grant permission to work within or encroach into the Green Line LRT Work Zone unless authorized by the County and/or the City, and the Council. No party shall unreasonably withhold such permission in this area. The Council shall not disallow work, encroachment, or other activities within the Green Line LRT Work Zone unless the Council can demonstrate that such activities are in direct conflict with the safe and efficient operation of the Green Line LRT System. The Council agrees to waive permit fees and costs for the County and City and/or its contractors when work is associated with a reconstruction project or maintenance activity.

B. Annual Council Permit for the City and County

Each year, the County and City shall obtain from the Council annual work permits for anticipated work occurring within or near the LRT Work Zone. These annual permits shall provide a comprehensive listing of all work activities that will be conducted under the permit and shall specifically identify work having the potential to encroach within the LRT Work Zone area. This work includes, but is not limited to bucket trucks, snow plows, street sweeping, litter picking and median maintenance or any other type of equipment or activity that may potentially encroach within the LRT Work Zone. For work identified by the County or City in the annual permit as having no potential to encroach within the LRT Work Zone, the County or City will provide advance notice to the Rail Control Center of the commencement of the activity and its anticipated duration. This work will not require obtaining a standard permit from the Council. Snow plowing activities performed by the City or County are exempt from this notification requirement.

For work identified by the County or City in the annual permit as having the potential to encroach within the LRT Work Zone, the County or City will be required to provide advance notice (no less than 24 hours) to the Rail Control Center of the commencement of the activity and its anticipated duration. The Council agrees to waive permit fees and costs for the County and City and/or its contractors when work is associated with a reconstruction project or maintenance activity.

C. Emergency Access to LRT Work Zone for City and County.

In the case the City or County need access to the LRT Work Zone for emergency work, the County and/or City must contact the Rail Control Center at 612-341-5710 prior to commencement of the work.

D. County or City Permits

In addition to obtaining a permit from the Council to work within the LRT Work Zone, a County and/or City permit(s) may be required. Such permits may include obstruction permits, encroachment permits, utility permits, and the like.

The County and the City both have permitting processes, which the Council agrees to follow when a permit is required. The County and the City agree to waive permit fees and costs for the Council and/or its contractors when work is associated with an LRT System reconstruction project or maintenance activity with the exception of permits issued by the St. Paul Department of Safety and Inspections office. The fee or cost waiver does not apply to or include land use development related street or utility work regardless if funded by the Council.

E. LRT Work Zone Considerations

The Council acknowledges that, from time to time, routine maintenance work activities proposed by the County or City or contractors working for the County or City may require the Council to adjust train operations, de-energize power lines, or temporarily remove the Green Line LRT System equipment. In such cases, the Council shall not charge the County or City and/or its contractors for revenue lost and cost due to these work activities. Nor shall the County or City charge the Council for County or City work required to be conducted outside of normal working hours. County or City staff shall confer with Council staff in planning work required to operate and maintain the Parties' respective infrastructure so as to minimize the potential disruption occurring from routine activities. The County and City shall ensure that its employees and contractors performing maintenance in close proximity to the LRT tracks have completed, before working in such areas, an On Track Safety training program, which shall be provided by the Council without charge to the County, the City, or its contractors. In cases of major maintenance, the Parties agree to enter a separate cooperative funding agreement, which will identify the Parties' roles and financial responsibilities relative to such work.

3.3 Work Outside the LRT Work Zone

A. The Parties recognize that it may be necessary, from time to time, to close the vehicular lanes adjacent to the LRT guideway in order to conduct maintenance or other activities or during emergency events. Recognizing the potential disruption caused by closing roads or

streets to vehicular traffic, the Parties agree to the following procedures providing notification to each other for such closures:

1. Anticipated Closures by the Council: If the Council requires a closure of the vehicular lanes, the Council will notify in writing the County and City no less than 10 working days in advance of the closure. County or City permits will be required.
2. Emergency Closures: If an emergency situation requires closure of the vehicular lanes, the Parties shall use the following notification procedures.
 - a. County or City Emergency: The County or City shall contact the Rail Control Center at 612-341-5710. If the emergency situation involves intrusion of a vehicle or any other object within the LRT Area, this notification will be given immediately upon its detection. Upon resolution of the emergency situation, the County or City shall notify the Council in writing as to the nature of the situation and the recovery actions taken to resolve it.
 - b. Council Emergency: The Council shall contact the County at 651-266-7100 or City at 651-266-9700 immediately upon the detection of any situation requiring emergency closure of the vehicular traffic lanes. Upon resolution of the emergency situation, the Council shall notify the County or City in writing as to the nature of the situation and the recovery actions taken to resolve it.
3. Incidental closures. If a situation requires the incidental closure of the vehicular lanes for periods of time not exceeding 30 minutes, there is no obligation between the Parties to provide advance notice or to notify the other after the fact. Incidental lane closures will not be allowed between 6:00 AM and 9:00 AM and 3:00 PM and 6:00 PM Monday through Friday.

3.4 Traffic, LRT Signals and TSP System

A. General Operations. The County, City, and Council recognize the importance of a well managed transportation system, and support the goal to provide quality regional transportation. When competing needs or priorities develop, the County, City, and Council will work collectively in developing infrastructure and/or operating practices that best serves the public and meets the interests of the Parties. The County, City, and Council shall continue to jointly explore methods, means, and modifications, and technologies to meet these goals and to implement the appropriate actions.

B. The County may appoint the City as its agent or representative as responsible for the traffic signals on County Roadways. The County and City periodically enter into an agreement authorizing the City to operate and maintain County traffic signals, including those comprehended by this Agreement.

C. The City, through its City Engineer or designated representatives, or County agent if it is not the City responsible for County signals, will discuss and coordinate with the Council prior to making changes to the TSP, LRT signals, or EVP system that may impact LRT operations.

D. The Council shall discuss and coordinate with the City and County prior to making changes to the LRT operations that may impact traffic signal operations.

E. The County and City understand and support the Council's goal to accommodate large crowd events (sporting events, etc.) and may, from time to time, meet to review large crowd event planned services prior to implementation, will monitor event impacts, and will discuss any mitigation needs.

F. The Council understands and supports the City's goal to host special events. These events may involve activities such as parades, runs, bicycle races or other events that cross or are adjacent to the LRT System. Council will cooperate with the City to modify rail operations as reasonable to accommodate the special events.

G. The City has a traffic emergency call out list that prioritizes level of service for emergency signal repair and/or maintenance, and the Council acknowledges the City will use this list.

3.5 County or City Infrastructure Emergencies. The County Engineer and City Engineer or their designee shall have the authority to contact the Rail Control Center and order a stoppage of LRT operations if they believe a situation exists which threatens public safety. LRT operations shall not resume until the threat to public safety has been resolved or mitigated to the satisfaction of the person making the call in coordination with the Council's designee for Rail Operations.

ARTICLE 4 –Maintenance of LRT System

4.1 Snow and Ice Control

- A. All Parties agree that they will use their best efforts when performing snow and ice control operations, and agree to cooperate to ensure safe and efficient removal of snow and ice during inclement weather for the safety and mobility of the constituencies we all serve. All parties also understand there are finite resources and multiple needs that require each agency to set priorities for service. Each agency agrees to respect those priorities.
- B. The Council is responsible for snow and ice control in the LRT Area on 4th Street from Wacouta Street to Broadway Street. The Council and the City agree to work together to assure that the street and LRT Area are kept passable, and both parties agree that whichever agency arrives to provide service to this area first will plow the area the full width of the LRT Area and the street to the curb.
- C. If snow accumulation becomes a problem for adjacent property owners. The Council will be responsible for accumulated snow removal along the sidewalk/LRT Area on the east side of Cedar Street from 10th to 5th Streets and the south side of 4th Street from Minnesota Street to Wacouta Street. The area is immediately adjacent to the LRT Area where snow from sidewalks and the LRT Area generally gets pushed or plowed to.

- D. The Council shall be responsible for snow and ice control connected to the station platforms and the access points to the stations.
- E. The Council shall be responsible for snow and ice control of all portions of crosswalks within the LRT Area, including the crosswalks on Cedar Street at Exchange Street that service Central Presbyterian Church. Crosswalk portions outside of the LRT Area will be the responsibility of the City and/or County consistent with City and County policy and agreements. The City and County will cooperate and assist the Council as resources are available.
- F. The County and City shall be responsible for snow and ice control related to County and City infrastructure.

4.2 Fences, Railings, Walls, and Bike Racks

A. The Council is responsible for maintenance of fences, railings, and walls located in the LRT System.

B. The County or City is responsible for maintenance of fences, railings, and walls located in their respective rights of way not within the LRT Area. **Exhibit F** depicts the railings to which this Agreement pertains.

C. The Council shall own and maintain bike racks located within the LRT Area, and constructed within County or City rights of way as part of Green Line construction.

4.3 Maintenance of Traffic, Pedestrian, and LRT Signs

A. The County may appoint the City as its agent or representative as responsible for the traffic signs on County Roadways. The County and City periodically enter into an agreement authorizing the City to maintain County traffic signs including those comprehended in this Agreement.

B. The Council shall be responsible for the repair, replacement and maintenance of all signs related to the operation of the LRT System.

4.4 Maintenance of Traffic Control Signals, LRT Signals, and EVP System

A. The County and City shall own and maintain their respective infrastructure for the vehicular and pedestrian traffic signals and sign system, including but not limited to all traffic signals, mast arms, pedestrian and vehicle detection, traffic signal interconnects, transit system priority, emergency vehicle preemption system equipment, battery backup, traffic signal controllers and associated conduits and cables.

B. The Council shall own and maintain the LRT System that is connected to the Traffic Control Signal system, including but limited to LRT signal heads (bar signals), poles, blank out signs, rail detection equipment, LRT detectors, and associated conduit and cables. The Council shall complete Gopher State One Call locating for the LRT System.

C. The Council shall maintain the wiring including conduits of the LRT System up to the Traffic Control Signal system. The City shall maintain the LRT wire terminations within the Traffic Control Signal controller cabinets.

4.5 Maintenance of Pavement Marking

A. The City shall maintain all pavement markings located on City Infrastructure. The County shall also maintain all crosswalks, stop bars, and locally desired pavement markings on county highways. The primary purpose of such markings is to direct vehicle, bicycle and/or pedestrian traffic for the purpose of street use.

4.6 Graffiti Removal

A. The Council shall be responsible for graffiti removal within the LRT System. Graffiti removal shall be done pursuant to City Ordinance.

4.7 Lighting

A. The Council shall be responsible for the lighting located within the LRT System.

B. The City shall be responsible for the lighting located on City Streets and University Avenue and Robert Street, in accordance with City policy.

C. Maintenance of lighting on traffic signals shall be in accordance with existing joint powers agreements for traffic signal maintenance.

4.8 Sewer Maintenance

A. Council shall own the LRT Sanitary Sewer System and shall maintain these systems.

. The City shall be responsible for the maintenance of all Sewer Systems owned by the City including those located within the LRT Area.

4.9 Stormwater Maintenance

A. The County shall own and maintain all catch basins located on county roadways.

B. The City shall own and maintain City owned Stormwater System, including those located within the LRT Area.

C. The Council shall own and maintain the LRT Stormwater System located in the LRT Area.

4.10 Coordination of Routine Track and Roadway Maintenance to Minimize Disruption

A. The County, City and Council will coordinate their maintenance efforts to minimize disruption to the other Party and to the general public.

B. The Council designates the Rail Control Center for the coordination of track, roadway and utility maintenance to minimize disruption to the general public.

C. The County designates the County Engineer and the City designates the City Engineer for the coordination of track, roadway and utility maintenance to minimize the disruption to the general public.

4.11 Landscaping in the LRT Guideway

A. The City is responsible for maintaining landscaping and maintaining the planter wall separating the plantings from the roadway in the LRT Area (see **Exhibit G**). This will include the day-to-day maintenance of landscaping and irrigation as well as any non-routine maintenance, such as replacement of plants, maintenance of irrigation, and maintenance of the planter wall. The City is also responsible for payment of water for irrigation services.

B. Each party is responsible for plants damaged by their forces.

4.12 OCS Shield

A. The Council is responsible for maintaining the OCS shields on the Cedar Street bridge on University Avenue.

4.13 Water Infiltration/Tree Trench System

A. The water infiltration/tree trench system located under the sidewalk is owned by the County. The County will be responsible for Gopher State One Call locating of water infiltration/tree trench system.

B. Major maintenance of the water infiltration/tree trench system located under the sidewalk will be coordinated between the County and the Council at least two years in advance of the maintenance. Major maintenance includes the removal and replacement of portions of the infiltration tree trench, including structural soil and infiltration pipe.

C. The County will pay for 75 percent of the costs of major maintenance.

D. The Council will pay for 25 percent of the costs of major maintenance.

E. The County is responsible for routine maintenance. Routine maintenance consists of periodic inspection, removal of obstructions, flushing/jetting of the infiltration pipe, and sediment removal at sump manholes.

4.14 Steel Plates at Cedar Street and 7th Street

A. The steel plates in the intersection of Cedar and 7th Streets in downtown St. Paul are owned by the Council and shall be maintained by the Council.

ARTICLE 5 – PAYMENT OF ELECTRICAL POWER COSTS; LIABILITY

5.1 City and County Payment. The City and the County shall pay the electrical power costs for the traffic control signals, streetlight fixtures and EVP System attached to joint use poles and standard poles on City Streets and County Roadways as per City/County joint powers maintenance agreement for traffic signal maintenance.

5.2 Council Payment. The Council shall pay the electrical power costs for the electricity used to power the LRT, and the LRT related devices, such as flashing lights, warning devices with the exception of those powered through the traffic control signals, train control equipment, and gate arms.

5.3 Liability. Each Party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The Council's liability is governed by the provisions of Minnesota Statutes Chapter 466 and the Council's obligation under this paragraph shall not be construed to negate or abridge or otherwise waive, with respect to the Council's liability limits of Minnesota Statutes Chapter 466. The County's and City's liability is governed by provisions of Minnesota Statutes chapter 466 and the County's and City's obligation under this paragraph shall not be construed to negate or abridge or otherwise waive, with respect to the City and County, the liability limits of Minnesota Statutes chapter 466.

ARTICLE 6 – OTHER PROVISIONS

6.1 Employees. All employees of each Party and all persons engaged by each Party in the performance of any work or services required or provided for herein to be performed by each Party shall not be considered employees of any other Party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act

of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other Party.

6.2 Applicable Provisions of Law. The Parties agree to comply with applicable provisions of Minnesota state law, federal law, and any applicable local ordinances which shall be considered a part of this Agreement as though fully set forth herein.

6.3 Entire Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

6.4 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the Parties. One or more waivers by said Party of any provision, term, condition or covenant shall not be construed by the other Parties as a waiver of a subsequent breach of the same by other Parties.

6.5 Governing Law. This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.

6.6 Liability. Each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other parties and the results thereof.

Should any Party contract for the services required by this agreement, then such Party shall require the following of its contractor(s):

Contractor shall save and protect, hold harmless, indemnify, and defend the Council, County and City (for the purposes of this section, "Indemnitees") and their respective members, agents, and employees against any and all claims, expenses (including, but not limited to, legal expense paid or incurred to enforce the provisions of this Section), losses, damages, or lawsuits for damage or injury that are alleged to arise out of, result from, or attributable to, whether in whole or in part, the Contractor's Work, including acts or omissions of its employees, subcontractors, representatives, or agents, or anyone else for whom Contractor may be liable.

Contractor shall maintain commercial general liability (CGL) on an occurrence form (ISO CG 00 01 12 04, or its equivalent, with a limit of not less than \$1,000,000 each occurrence and a general aggregate limit of not less than \$2,000,000. Indemnitees shall be listed as an additional insured (utilizing ISO CG 20 26 07 04, or its equivalent), on a primary and non-contributory basis. Policy must also be endorsed with ISO CG 24 17, or its equivalent, removing any exclusion for contractual liability within 50' of a railroad.

Contractor shall, and shall require its insurers to, waive any right of subrogation that may exist against Indemnitees.

6.7 Notices. Any notice or demand, which may or must be given or made by a Party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent certified mail or delivered in person to the Parties as follows:

City of Saint Paul:
Public Works Operations Engineer
891 North Dale Street
Saint Paul, MN 55103

Ramsey County:
County Engineer
1425 Paul Kirwold Drive
Arden Hills, MN 55112

Metropolitan Council:
Regional Administrator
390 Robert Street North
St. Paul, MN 55101

6.8 Contract Administration. In order to coordinate the activities of the Parties as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the Parties:

City of Saint Paul:
City Engineer
800 CHA
25 W Fourth Street
Saint Paul, MN 55102

Ramsey County:
County Engineer

1425 Paul Kirwold Drive
Arden Hills, MN 55112

Metropolitan Council
General Manager
Metro Transit
560 Sixth Avenue North
Minneapolis, MN 55411-4398

6.9 Availability of Financial Records. The Parties agree that each Party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of the other Party hereto and involve transactions relating to this Agreement. **The parties shall retain such documents for a minimum of six years from the last date they were effective or applicable to operation of the LRT System (whichever is last) or any part thereof.**

6.10 Data Privacy. The Parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

6.11 Term. This Agreement shall take effect upon execution by all Parties hereto, and shall remain in effect for twenty-five (25) years unless terminated pursuant to Section 6.14 below. At each annual meeting held by the Parties pursuant to Article 2 of this Agreement, the Parties shall review and determine whether significant changes to the LRT system require amendment to this Agreement. If the representatives of the Parties as provided in Article 2 of this Agreement determine that an amendment to this Agreement is warranted due to significant changes in the LRT System, the respective representatives shall work collaboratively on development the terms of the amendment. Such amendment shall not be effective until agreed to in writing and signed by the authorized representatives of the parties to this agreement.

6.12 Recitals. The Recitals are incorporated into and made part of this Agreement.

6.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which shall constitute one and the same instrument.

6.14 Termination. This agreement may be terminated by any party to this Agreement for any reason by providing the other parties written notice of such termination at least two (2) years prior to the effective date of such termination.

6.15 Assignment. This Agreement may not be assigned by any Party without the other Parties express written consent, such consent not to be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates indicated.

METROPOLITAN COUNCIL

By: _____

Title: _____

Date: _____

Ramsey County

By: _____

Name:

Title: County Manager

Date: _____

Approved as to form:

By: _____

Title: County Attorney

Date: _____

Recommended for Approval by:

By: _____

Name: _____

Title: County Engineer

Date: _____

City of Saint Paul

By: _____

Title: Mayor

Date: _____

Approved as to form:

By: _____

Title: City Attorney

Date: _____

By: _____

Title: Director, Office of Financial Services

Date: _____

List of Exhibits

- A. Geographic Limits
- B. Agreement Between the State of Minnesota, Department of Transportation, and Metropolitan Council for Maintenance of LRT Systems
- C. Agreement for Maintenance of Existing Tunnels and Construction and Maintenance of New Tunnel Under Ramsey County State Aid Highway 34 (University Avenue) in the Capitol Area
- D. Cost Sharing Agreement for the Vertical Access Tower Operation and Maintenance
- E. Letter Agreement Between State Department of Administration and Metropolitan Council
- F. Fencing/Railings/Walls
- G. LRT Area of Responsibility
- H. LRT Work Permit Procedure