

**TRANSFER AGREEMENT BETWEEN THE
CITY OF SAINT PAUL AND THE METROPOLITAN COUNCIL
FOR TRAFFIC SIGNAL CONTROLLERS**

THIS TRANSFER AGREEMENT (“Agreement”), effective on the date of execution by both of the parties, is between the City of Saint Paul, a political subdivision of the State of Minnesota ("City"), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council"), collectively referred to as the "Parties." The Parties are governmental units of the State of Minnesota.

Background Recitals

1. The Council operates the Metro Green Line (“Green Line”) along University Avenue, Robert Street, 12th Street, Cedar Avenue, and 4th Street within the City of Saint Paul.
2. The City operates and maintains the traffic signal systems along the Green Line within the City of Saint Paul.
3. The Council desires to alter the operation of indications specific to operations of Green Line vehicles at the intersections on University Avenue at Berry Street, Franklin Avenue, Raymond Avenue, Carlton Avenue, Hampden Avenue, Snelling Avenue, Lexington Parkway and Dale Street ("Subject Intersections”).
4. The Council and City have determined that the existing traffic signal controllers at the Intersections are not capable of achieving the operation desired by the Council.
5. The Council and City have determined that Econolite Cobalt Rack Mount Advanced Traffic Controllers (“Traffic Controllers”) are capable of achieving the operation desired by the Council and meet City standards and specifications for traffic signal controllers.
6. The Minnesota Department of Transportation (“MnDOT”) has jurisdiction over the intersection of University Avenue and Snelling Avenue.
7. Ramsey County has jurisdiction over University Avenue at the Subject Intersections except for the intersection of University Avenue and Snelling Avenue.
8. The City, Council and Ramsey County entered into Metropolitan Council Agreement No. 171079 (Ramsey County Public Works Agreement No. PW2018-03M) defining the responsibilities of each entity along the Green Line.

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

I. Purpose

1. The purpose of this agreement is to set forth the terms and conditions with respect to the transfer of eight (8) Traffic Controllers from the Council to the City.
2. The Parties agree that the purpose of this Agreement is to serve as the agreement governing the transfer.
3. The Council will transfer eight (8) Traffic Controllers in accordance with the terms of this Agreement.
4. The City agrees to accept the transfer of eight (8) Traffic Controllers in accordance with the terms of this Agreement.

II. General Conditions

1. The Council and City agree that the Council makes no representation or warranty with respect to the Traffic Controllers.
2. Nothing in this agreement shall be construed to modify or limit the City's authority, obligations or responsibilities under any other agreement or statute.

III. Transfer of Traffic Controllers

1. The Council has, at its own expense, purchased eight (8) Traffic Controllers.
2. The Council has delivered the eight (8) Traffic Controllers to the City's Traffic Operations facility at 899 Dale Street North.
3. The City agrees that the Traffic Controllers are in acceptable condition and meet City standards and specifications for traffic signal controllers.
4. Immediately upon execution of this Agreement by all Parties, the Council shall transfer ownership of the eight (8) Traffic Controllers to the City at no cost to the City, and the City shall accept the Traffic Controllers in "as is" condition.
5. Subsequent to transfer of the Traffic Controllers, the City shall have full and sole responsibility for the Traffic Controllers until such time as they are installed at the Subject Intersections.
6. Subsequent to the installation of the Traffic Controllers at the Subject Intersections, the Traffic Controllers will be considered part of the traffic signal system, and shall be maintained and operated per the existing agreements governing the operation and maintenance of the Subject Intersections.

IV. General Provisions

1. Applicable provisions of Minnesota or federal law and of any applicable local ordinances relating to civil rights and discrimination and the Affirmative Action Policy statements of

the City and the Council shall be considered a part of this Agreement as though fully set forth herein. Specifically, the City agrees to comply with all federal, state and local applicable laws and ordinances relating to non-discrimination, affirmative action, public purchases, contracting, employment, including workers' compensation and surety deposits required for construction contracts. The City agrees to request payment of state labor wage information from its contractor and provide such information to the Council.

2. 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 the Agreement are incorporated or attached and deemed to be part of this Agreement.
3. All employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the Council, 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 the Council.

It is further agreed that any and all employees of the Council and all other persons engaged by the Council in the performance of any work or services required or provided for herein to be performed by the Council shall not be considered employees of the City, 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 the City.

4. 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 part or 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 party as a waiver of a subsequent breach of the same by the other party.
5. All records kept by the Council and City with respect to this Agreement shall be subject to examination by the representatives of each party hereto and the State Auditor, and its representatives. All data collected, created, received, maintained or disseminated for any purpose by the activities of the City and Council pursuant to this agreement shall be

governed by Minnesota Statutes, Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

6. The covenants of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
7. 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 other party addressed as follows.

For the City of Saint Paul Department of Public Works:

Joe Spah
Traffic Operations Engineer
899 Dale Street North
Saint Paul, Minnesota 55103

For Metro Transit:

Ryan Heath
Manager, Transitways and Speed and Reliability Planning
560 N 6th Street
Minneapolis, Minnesota 55411

8. This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.
9. If a dispute should arise between the Council and City with respect to this agreement or any of its provisions, the Council and City agree to attempt to resolve such dispute through the use of a mediator mutually acceptable to the Council and City prior to initiation of any legal action on the part of the Council or City with respect to this Agreement, any of its provisions and/or its enforcement. The costs of such mediation shall be shared equally by the parties.

The City's Project Manager is:

Mike Klobucar
City of Saint Paul Department of Public Works
800 City Hall Annex
25 4th Street West
Saint Paul, Minnesota 55102

The Council's Project Manager is:

Ryan Heath
Metro Transit
560 N 6th Street

Minneapolis, Minnesota 55411

10. The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF SAINT PAUL

Approved as to form:

City Attorney

By: _____
Mayor

By: _____
Director of Public Works

By: _____
Director of Financial Services

METROPOLITAN COUNCIL

By: *Adam E Harrington*

Director, Service Development