

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. D.

From: Chad A. Millner, PE, Director of Engineering

Action

Discussion

Information

Date: July 21, 2015

Subject: Resolution No. 2015-70 France Avenue Median Lighting Construction Cooperative Agreement

Action Requested:

Approve Resolution No. 2015-70 authorizing Mayor and City Manager to sign attached construction cooperative agreement with Hennepin County for the France Avenue Median Lighting at 66th, 70th, and 76th Streets.

Information / Background:

This construction cooperative agreement is for the France Avenue Median Lighting at 66th, 70th, and 76th Streets and is needed to detail the responsibilities of the City in regards to these improvements. The City shall be responsible for the alignment, inspections, programming, maintenance, restoration, repair and replacement.

Attachments:

Resolution No. 2015-70
Construction Cooperative Agreement

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**RESOLUTION NO. 2015-70
APPROVING CITY OF EDINA
AND
HENNEPIN COUNTY
FRANCE AVENUE MEDIAN LIGHTING
CONSTRUCTION COOPERATIVE AGREEMENT**

WHEREAS, the City of Edina and Hennepin County constructed improvements to County State Aid Highway No (CSAH) 17 (France Avenue) from 350 feet south of 76th Street to 200 feet north of CSAH 53 (West 66th Street) in 2013; and

WHEREAS, the City has installed 18 decorative LED median light fixtures at the intersections of West 66th Street, West 70th Street, and West 76th Street at France Avenue and wishes to fully utilize the capabilities of the programmable lighting system; and

WHEREAS, the City or its agent shall be responsible for the alignment, inspections, programming, maintenance, restoration, repair, and replacement;

NOW THEREFORE, BE IT RESOLVED, Mayor James B. Hovland and City Manager Scott H. Neal, are hereby authorized and directed for and on behalf of the City to execute and enter into a construction cooperative agreement with Hennepin County for France Avenue Improvements, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Dated: July 21, 2015

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of July 21, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20____.

City Clerk

ENGINEERING DEPARTMENT

**Agreement No. PW 44-11-15
County State Aid Highway No. 17
County Project No. 1217
City of Edina
County of Hennepin**

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the **City of Edina**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County and City have made improvements to County State Aid Highway No. (CSAH) 17 (France Avenue) from 350 feet south of 76th Street to 200 feet north of CSAH 53 (West 66th Street), all as shown on the plans for the City Project Number BA-404 (County Project 1217), hereinafter referred to as the "Project", which improvement included revisions to the traffic control signal systems, concrete curb and gutter, concrete sidewalk, retaining walls, storm sewer, landscaping, streetscape, striping, signing, and other related roadway improvements; and

WHEREAS, the above described Project lies within the corporate limits of the City; and

WHEREAS, the City requested that the County approve the plans, specifications, and installation of 18 decorative LED median light fixtures at the intersections of West 66th Street, West 70th Street, and West 76th Street at France Avenue; and

WHEREAS, the City has installed the 18 decorative LED median light fixtures at the intersections of West 66th Street, West 70th Street, and West 76th Street at France Avenue and wishes to fully utilize the capabilities of the programmable lighting system; and

WHEREAS, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1 and Section 471.59.

NOW THEREFORE, IT IS HEREBY AGREED:

I

The City and the County met onsite to review the angle of the fixtures of said lighting and agreed all fixtures shall be directed away from the intersection to ensure minimal light diffusion around the left turn signal inductors or other parts of the traffic signal.

II

The City will check the alignment of the fixtures on a bi-monthly basis to ensure the lighting is not interfering with the sight line of the traffic signal.

III

The City is responsible programming of the lights and will be able to fully utilize the capabilities of the programmable lighting system.

IV

It is understood and agreed that the lights shall be the property of the City and all maintenance, restoration, repair, replacement or other work or services required thereafter shall be performed by the City at no expense to the County.

V

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 County's and the City's liability is governed by the provisions of Minnesota Statutes, Chapter 466. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

VI

The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers and employees, from any liabilities, claims, causes of action, judgments, damages, losses, costs or expenses, including, reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City, its contractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for related to the ownership, maintenance, existence, restoration, repair or replacement of the afore defined City owned improvements constructed as part of the Project. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

VII

All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party hereto.

VIII

It is further agreed that any and 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 County, and that any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' 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 of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

Also, any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and that any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' 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 of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

IX

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Engineer or designated representative shall manage this Agreement on behalf of the County and serve as liaison between the County and the City.

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City Engineer or designated representative shall manage this Agreement on behalf of the City and serve as liaison between the City and the County.

X

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.

XI

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

XII

The whereas clauses are incorporated herein and are hereby made a part of this Agreement.

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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 EDINA

By: _____
Mayor

Reviewed and approved by City Attorney:

Date: _____

City Attorney

And: _____
Manager

Date: _____

COUNTY OF HENNEPIN

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

By: _____
Director, Transportation Department - Operations

Date: _____

Date: _____

APPROVED AS TO EXECUTION:

RECOMMENDED FOR APPROVAL

By: _____
Assistant County Attorney

By: _____
County Highway Engineer

Date: _____

Date: _____