

**JOINT POWERS AGREEMENT FOR  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT  
BETWEEN  
THE COUNTY OF DAKOTA  
AND  
THE CITY OF INVER GROVE HEIGHTS**

*SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to provide maintenance responsibility for City-owned traffic control signal systems at various locations in the City of Inver Grove Heights, Dakota County, Minnesota.*

THIS JOINT POWERS AGREEMENT (“Agreement”), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Inver Grove Heights (“City”), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as “Parties”, and individually as “Party”, and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County has a policy to perform signal maintenance activities for the City when time, manpower and equipment are available.

WHEREAS, the City has requested that the County provide maintenance services on City traffic control signal systems as described below for the City on an annual reimbursable basis; and

WHEREAS, the agreement is effective for the traffic control signal systems per the ‘City Signal List’ on file in the County Engineers Office and as amended from time to time; and

WHEREAS, for future traffic control signal systems, the City will submit to the County a letter of request for signal maintenance services and this agreement will be effective for the new signal upon the date on the letter of acceptance from the County to the City; and

WHEREAS, this agreement supersedes the any traffic signal system maintenance agreement and amendments previously entered into between the County and the City.

NOW, THEREFORE, it is agreed the County and City will share maintenance responsibilities as detailed in this Agreement as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Assistance for New City Signals

- a. The selection, design, installation, and operation of the traffic control signal systems shall be the responsibility of the City. Upon written request from the City Public Works Director or City Engineer to the County Traffic Engineer, the County agrees to assist in review of the design and set-up of the original cabinet for new installations and assist in providing expertise to the City regarding the initial set up, subject to available manpower. If County manpower will not be available, the County will notify the City at least two (2) weeks before the date of the needed service.
  - b. The City's written request shall define the requested services, a timeline of the needed services, and include a copy of the plan set. The written request for assistance shall be submitted to the County Traffic Engineer at least two (2) months prior to the project letting date.
  - c. The City shall notify the County Engineer in writing when the new signal is operational. The new signal will be added to the 'City Signal List' upon approval of the County Engineer. Written notice will be provided to the City Engineer or Public Works Director if the County does not approve the addition of the new signal to this maintenance agreement.
2. Maintenance Services for Existing Signals.
- a. The County agrees to maintain the traffic control signal systems, excluding streetlights, in a manner consistent with the County signal operation policies and practices.
  - b. The County will respond to requests for assistance, subject to limitations imposed by the availability of manpower, equipment, replacement parts and the immediate needs of the County road system.
  - c. Work Schedule
    - i. Regular Hours (7:00 am to 3:30 pm Monday through Friday): For failure or malfunction, each maintenance operation performed by the County shall be individually and specifically requested by the City. Malfunctions shall be screened by City Public Works personnel prior to making a request for assistance. Requests for assistance shall only come from authorized City personnel. A list of personnel, authorized to request

signal maintenance services, shall be furnished to the County by the City.

- ii. After Hours: The County will respond to official contact by Sheriff, Police or authorized City personnel, and act consistent with assessment for similar County signals.
- d. The County may provide and install County owned spare equipment necessary to repair a signal system. The County will bill the City for actual cost plus the current percentage for handling charge as applicable at time of installation. The County may refuse to install County owned spare equipment if it is determined by the County that the signal may cause damage to the County's spare equipment due to incompatibility of equipment.
- e. Routine Maintenance
- i. The County will provide routine maintenance including one annual inspection. The County may perform a second inspection based upon the discretion of the County Traffic Operations Supervisor. These inspections include, but are not limited to, signal hardware, operation of detectors, pedestrian push buttons, and control equipment.
  - ii. The County will conduct minor preventative work, including changing/installing LEDs upon request by the City. This work will be scheduled when time permits based on urgent needs taking first priority. Major signal changes including underground wiring, large equipment up-grade programs, and other changes will not be applicable to this agreement. The County will determine if work is considered minor or major.
- f. Utility Locates
- i. Routine Locates: The County will provide utility locates. The City must formalize the request in writing (email or fax) and provide the utility ticket to the County for the specific signal impacted by the locate requests.
  - ii. Construction Locates: Prior to the start of a construction project consisting of signal construction/revision/reconstruction work, the County will locate facilities one time. From the start of construction through project completion (signal turn-on or full system operational),

the City or their designee will be responsible for maintaining the markings and/or additional utility locates.

- g. Work Zone Traffic Control Routine Maintenance: The County will provide work zone traffic control while County staff is performing signal work.
  - h. Work Zone Traffic Control Urgent Maintenance: The County will provide general work zone traffic control for operations requiring traffic control to address maintenance needs. For traffic control necessary beyond the means of the County signal maintenance staff person responding to the maintenance call, the County will notify the City and the following options apply:
    - i. The City will provide City staff or contract for additional traffic control and will be billed directly by the contractor for the required work and materials; or
    - ii. The City may request the County to coordinate the necessary traffic control with County staff and if the County has the staff and availability, the County will bill the City for actual costs as outlined in Section 5. e).
  - i. The County will provide annually a summary to the City of work that has been performed by the County and copies of the routine maintenance checklists.
  - j. Construction modifications and specialty changes that include, but are not limited to, count down timers, red light indicators, radio interconnect, or fiber optic cable are beyond the scope of the services defined in Section 2 of this agreement. The County may provide these services based on staff availability and ability, proceeding after the City provides a written request of the County. The County will bill the City as outlined in Section 5. e).
3. City Responsibilities for County Services.
- a. The City will inform the County of any City (or City's contractor) activity which changes or modifies a traffic control signal system.
  - b. The City will supply the County with parts necessary to correct failures of equipment not common to County traffic control signal systems at the cost and expense of the City.
  - c. The City will perform all trenching, tunneling, jacking or any excavation required in conjunction with the maintenance or repair of the traffic control signal systems as well as all cleaning, painting and provisions for electrical power.

- d. The City will provide any signing it determines necessary based on its policies and practices while signals are not fully operational.
  - e. When repair of a signal is beyond the capability of County staff and/or County equipment, the County will inform the City and the following options apply:
    - i. The City will contract for the repair work and will be billed directly for the required work and materials by the selected contractor; or
    - ii. The City may request the County to coordinate with a contractor for the repair work and if the County has the staff and availability to, the County will bill the City for actual costs plus a percentage for administration and handling costs at the most current County rate.
  - f. The City will be responsible to provide traffic signal timing services and to send updated timing plans to the County.
4. Discontinuing Service.
- a. The County may discontinue maintenance described above of traffic control signal(s) if the County determines that it is no longer feasible because of excessively worn or obsolete signal equipment. Termination of maintenance shall be effective no later than one (1) year after the date of written notice to the City Engineer or Public Works Director of the deficiency of the traffic control signal unless the deficiency is corrected by the City within the one year notice period.
  - b. The County may discontinue maintenance described above if the County determines that it is no longer feasible due to insufficient funds to maintain county signal maintenance staff available to provide services. Termination of maintenance shall be effective no later than one (1) year after the date of written notice to the City Engineer or Public Works Director.
  - c. City may discontinue services for any or all signals that the County is maintaining for the City. City shall notify the County Engineer in writing by July 15th, to be effective the following January 1st, to terminate services. The notice shall list the specific signal location or request to terminate all services.
5. Costs.
- a. Costs for the County to provide maintenance services and initial set up assistance pursuant to this agreement shall be reimbursed by the City on an

annual basis. Costs will be calculated on an annual basis to be evaluated every year starting with reevaluation effective January 1, 2026 and will be brought forth for approval by the County Board as part of the Transportation Department Fee Schedule.

- b. The current signal maintenance annual rate is \$1,425 per signal to include all equipment and staff hours to conduct work specified in this agreement and will be effective March 1, 2026 at a prorated annual fee.
  - c. In the event that a new signal is installed during the course of the year and the City requests County maintenance of the new signal, the cost will be \$1,540 for initial set up. This cost is based on current County hourly rates, including work overhead and benefits for staff, and County equipment rates. A pro-rated annual maintenance fee will begin the first calendar quarter after the signal is operational.
  - d. Statements will be sent quarterly. The County will send an annual itemized list of materials used for maintenance. The City shall tender payment to the County within 30 days after receipt of statements.
  - e. The County will bill for services beyond those covered in Sections 5 a), b), and c) under an hourly rate for equipment and labor using Dakota County's current "Financial Services" standard rates as follows:
    - i. Hourly rate will apply to travel time and on-site operation/application time.
    - ii. Actual materials used during the process.
    - iii. Standard materials overhead (handling) charge - Current rate is ten per cent (10%) which is subject to change based on financial services assessment annually.
6. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
7. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees

to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

8. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.
9. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

10. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County 2040 Transportation Plan (July 2021) after completion of the construction provided for in this Agreement.

11. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA  
Erin Laberee, Dakota County  
Engineer (or successor)  
14955 Galaxie Ave.  
Apple Valley, MN 55124  
Office: (952) 891-7100  
[Erin.Laberee@co.dakota.mn.us](mailto:Erin.Laberee@co.dakota.mn.us)

CITY OF INVER GROVE HEIGHTS  
Brian Connolly  
Public Works Director (or successor)  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077  
Office: (651) 450-2571  
[bconnolly@ighmn.gov](mailto:bconnolly@ighmn.gov)

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete two business days after the date of mailing.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

**CITY OF INVER GROVE HEIGHTS**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_ [title] Mayor

By \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
City/Township Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
City/Township Clerk

Date: \_\_\_\_\_

**COUNTY OF DAKOTA**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Physical Development Director

Date: \_\_\_\_\_

COUNTY BOARD RESOLUTION

No. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_