

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY, CITY OF SHAKOPEE
AND
SCOTT COUNTY, MINNESOTA**

**FOR THE CONSTRUCION AND MAINTAINANCE
OF A TRAFFIC CONTROL SIGNAL**

CSAH 83 & VALLEY VIEW DRIVE/TINTAOCHANKU

This Intergovernmental Agreement is made this ____ day of _____, 2024, by and between the Shakopee Mdewakanton Sioux Community, a sovereign Indian Tribe, federally recognized and organized under the Indian Reorganization Act of 1934, 25 U.S.C. § 476 and is located in the State of Minnesota (hereinafter "the Community"), City of Shakopee, Minnesota, municipal corporation under the laws of the State of Minnesota and is located in the State of Minnesota (hereinafter "the City"), and Scott County, Minnesota, a body politic and corporate under the laws of the State of Minnesota and is located in the State of Minnesota (hereinafter "the County").

WHEREAS, the Community is a federally recognized Indian Tribe with the inherent power to enter into agreements with local governments; and

WHEREAS, the City is a municipal corporation under the laws of the State of Minnesota; and

WHEREAS, the County is a body politic and corporate under the laws of the State of Minnesota; and

WHEREAS, the City and County recognize that the Community's sovereignty accords the Community a unique legal status which requires the City and County to interact with the Community on a government-to-government basis; and

WHEREAS, the Community recognizes that the City and County incur administrative and roadway maintenance expenses due in part to Community government activities; and

WHEREAS, to meet the public's need for safe roadways serving the City, the County and the Community, the Community, in coordination with the City and County, is preparing to install the traffic control signal system at the CSAH 83 and Valley View Drive/Tintaochanku intersection, hereinafter referred to as the "Project", at no cost to the County; and

WHEREAS, the Community, as a sovereign government entity, and the City and County, political subdivisions of the State of Minnesota, agree to cooperate on a government-to-government basis and hereby enter into this Intergovernmental Cooperative Agreement for the purposes stated herein.

NOW THEREFORE, the parties hereto agree as follows:

1. The recitals above are hereby restated and incorporated herein.
2. Prior to the Community obtaining bids for the project, the City and County shall review and approve the plans and specifications. The Community agrees to specify the County's standard signal equipment and conform to County state aid design standards.
3. The Community will obtain quotes for County specified equipment from vendors acceptable to the City and County. Prior to ordering equipment, the City and County shall approve of the quote amounts.
4. The Community will obtain bids acceptable to the City and County. Prior to award of the construction contract the City and County shall approve the bids and selected contractor.
5. The Community and City agree to split the Project costs as follows:
 - a. Traffic Signal and Intersection Construction: The Community shall pay seventy-five percent (75%) of the costs. The City shall pay twenty-five percent (25%) of the costs.
 - b. Valley View Road Improvements: Any widening or improvement of Valley View Road shall be one hundred percent (100%) the City's costs.
6. The County shall maintain and repair the traffic control signal system at the sole cost and expense of the County except that the cost of maintenance and repairs to the Emergency Vehicle Pre-emption (EVP) system shall be at the sole cost and expense of the Community and City. The County will invoice the Community and City for any expense associated with County work performed on the EVP system, which shall be split fifty percent (50%) Community and fifty percent (50%) City. The County will invoice the City and Community for any expense incurred associated with maintenance of the integral streetlights. Streetlights on the west side of CSAH 83 intersection shall be considered the City's and streetlights on the east side of CSAH 83 intersection shall be considered the Community's for purposes of cost allocation.
7. The Community and City shall not revise by addition or deletion, or alter or adjust any component, part, sequence, or timing of the traffic control signal system or EVP system installed with the Project; however, nothing herein shall be construed as restraint of prompt, prudent action by properly constituted authorities in situations where a part of such traffic control signal system may be directly involved in an emergency.
8. The Community shall provide the electrical energy for the operation of the traffic control signal system and integral streetlights installed with the Project, all at the sole cost and expense of the Community.
9. The Community and City shall maintain their integral streetlights, including the luminaire and all its components, at the sole cost and expense of the Community and City, except for the County maintaining electrical energy connection to the luminaire head at the sole cost

and expense of the County. Streetlights on the west side of CSAH 83 intersection shall be considered the City's and streetlights on the east side of CSAH 83 intersection shall be considered the Community's for purposes of cost allocation.

10. The EVP system provided for in this Agreement shall be installed, operated, maintained, or removed in accordance with the following conditions and requirements:
 - a. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minn. Stat. Secs. 169.01, subd. 5 and 169.03. The Community and City will provide the County Engineer or its duly appointed representative a list of all such vehicles with emitter units upon request.
 - b. Malfunctions of the EVP system shall be reported to the County immediately.
 - c. In the event said EVP system or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violation continues after receipt by the Community or City of written notice thereof from the County, the County shall remove the EVP system. Upon removal of the EVP system pursuant to this paragraph, the field wiring, cabinet wiring, detector receivers, infrared detector heads and indicator lamps and all other components shall remain the property of the County.
11. Initial pavement striping and markings will be included as part of the Project. The County shall be responsible for all subsequent pavement striping and markings on its county roads as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs. The Community and City shall be responsible for all subsequent striping and markings on its streets, including pedestrian markings across its roadways as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs.
12. Each party shall maintain general liability and automobile liability coverage protecting itself, its officers, agents, employees, and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said policies shall remain in effect during the entire term of this Agreement.
13. All records kept by the Community, the City, and the County with respect to the Project shall be subject to examination by the representatives of each party.
14. Each party to this Agreement, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep, and hold harmless the other, its officers, agents, and employees harmless from all claims, demands,

actions, or causes of action arising out of negligent performance by its officers, agents or employees.

15. Each party to this Agreement shall not be responsible or liable to the other or to any other person whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of, allegedly arising out of or by reasons of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting a claim arising by virtue of performance of its own work as provided herein.
16. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the 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 shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.
17. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either 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.
18. The County's Authorized Agent for the purpose of the administration of this Agreement is Mark Callahan, Highway Division Program Manager, or his successor. His current address and phone number are Scott County Government Center, 200 Fourth Avenue West, Shakopee, MN 55379, (952) 496-8367.
19. The City's Authorized Agent for the purpose of the administration of this Agreement is Alex Jordan, City Engineer, or his successor. His current address and phone number are 485 Gorman St., Shakopee, MN 55379, (952) 233-9361.
20. The Community's Authorized Agent for the purpose of the administration of this Agreement is William M. Rudnicki, Tribal Administrator, or his successor. His current address and phone number are 2330 Sioux Trail NW, Prior Lake, MN 55379, (952) 496-6145.
21. Nothing in this Agreement shall be or is meant to be a waiver of the Community's sovereign immunity from suit.

22. The Community's General Council authorized the Tribal Chairman to enter into an agreement with the County and City by passing General Council Resolution 11-14-95-002, and General Council Resolution 09-11-01-003.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Shakopee Mdewakanton Sioux Community

County of Scott

By: Keith B. Anderson
Keith B. Anderson, Chairman
Date: Jan 10, 2024

By: _____
Lezlie Vermillion, County Administrator
Date: _____

Approved as to form:

Approved as to form:

Debra C. Flute
Attorney for Community

Attorney for County

City of Shakopee

By: _____
Matt Lehman, Mayor

Date: _____

By: _____
William Reynolds, City Administrator

Date: _____