OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF RICE LAKE AND THE CITY OF DULUTH

THIS AGREEMENT, effective as of the date of the last party signature below, by and between the City of Rice Lake, hereinafter referred to as the "Rice Lake," and the City of Duluth, hereinafter referred to as the "Duluth." Rice Lake and Duluth are sometimes individually referred to as an "agency".

WHEREAS, Duluth and Rice Lake are responsible for general roadway surface maintenance, which includes, but is not limited to, snowplowing, pavement maintenance, traffic sign maintenance and pavement marking maintenance for roadways under each agency's respective jurisdictions.

WHEREAS, the locations of certain roadways make it more economical for Duluth and Rice Lake to perform general roadway surface maintenance, traffic sign maintenance and pavement marking maintenance on roadways under the jurisdiction of the other agency.

NOW, THEREFORE, the parties agree as follows:

1. Administration.

a. For purposes of administering this Agreement, Duluth shall act through its Director of Public Works and Utilities or their signee (the "Duluth Public Works Director"). Rice Lake shall act through its City Administrator or their designee.

2. Term.

a. Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on 1/1/2026, or the date this agreement is last signed, and continue until December 31, 2035, unless terminated earlier in accordance with the terms of this Agreement.

3. Road Maintenance.

a. Duluth and Rice Lake, each will perform surface maintenance services on roads which would otherwise be the responsibility of the other agency. The scope of the respective maintenance service to be performed pursuant to this Agreement is described in Exhibit A (the "Maintenance Services"), attached hereto and incorporated herein. Exhibit A may be modified upon the written agreement of Duluth Public Works Director and Rice Lake City Administrator. The amended Exhibit A shall be attached to and incorporated into this Agreement.

b. Rice Lake will perform Maintenance Services of the roads identified in Table 1 and Table 2 in Exhibit B.

c. Duluth will perform Maintenance Services on the roads identified in Table 3 in Exhibit B.

d. Upon written agreement by the Duluth Public Works Director and Rice Lake City Administrator, Exhibit B may be modified. The amended Exhibit B shall be attached to and incorporated into this Agreement.

e. If either party desires the other to perform additional general surface maintenance projects or other types of winter maintenance, it shall submit a written request to the other detailing the exact nature of the maintenance project requested. Upon receiving said request, the receiving party will prepare an estimate of the cost of the requested maintenance based upon a “time and material" basis and present it to the other for approval. Upon approval, Duluth or Rice Lake will perform the requested maintenance. Payment for said projects will be made within 60 days of a request for payment.

f. If, at any time, either party determines that any portion of a roadway becomes unsafe to plow or perform other maintenance duties due to construction design, road obstructions, or other conditions which, in the opinion of the maintenance supervisor, makes it unsafe to maintain, that portion of the roadway may be stricken from this Agreement upon seven (7) days' written notice to the other.

4. Payment for Operations.

a. The parties acknowledge that the Maintenance Services contemplated to be performed by each party under this Agreement are of similar cost and expense. The parties agree that neither party shall be required to reimburse the other party for the Maintenance Services performed under this Agreement described in Exhibit A, except as provided herein.

b. If either party deems it necessary to charge for Maintenance Services performed pursuant to this Agreement due to an unforeseen increase in cost and expense or for other public purposes, the requesting party shall submit a written request to the other party detailing the proposed cost schedule along with the detail of Maintenance Services to be provided. The receiving party will then prepare an estimate with their proposed cost schedule along with the detail of Maintenance Services to be provided. Upon mutual agreement, Duluth and Rice Lake will detail these changes and said document will be attached to this Agreement as an amendment to Exhibit B. Payments from Rice Lake, if any, will be deposited into the Duluth’s Fund 110-121-1217-2140-4260 (General, Public Administration, Maintenance Operations, Street Maintenance, City of Rice Lake).

5. Termination.

a. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice as set forth in Section 7 below.

6. Insurance and Indemnification.

a. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. la; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

b. Each party to this Agreement will be liable for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of the other party, its officers, employees or agents. Each party agrees that they will immediately notify the other party to this Agreement upon receipt of any claim or notice of claim for which the other party may be liable pursuant to this Agreement.

c. Duluth represents that it is self-insured as authorized by Minnesota Statutes Section 471.981 for General and Auto Liability, to the full extent of its statutory limits of liability as set forth in Minnesota Statutes Chapter 466. . The Duluth also represents that it is self-insured with regard to Workers' Compensation claims.

d. Rice Lake is insured for worker's compensation; for tort liability; and for automobile insurance coverage through the League of Minnesota Cities insurance Trust with liability limits at least equal to a municipality's maximum liability under Minnesota Statutes, Section 466.04.

7. Notices.

Unless otherwise provided herein, notice to Duluth or Rice Lake shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

If to City of Duluth
Attn: Director of Public Works and Utilities
411 W. 1st Street
Duluth, MN 55806

If to City of Rice Lake
Attn: City Administrator
4107 W Beyer Road
Duluth, MN 55803

8. Neither party shall assign any rights or obligations under this Agreement without the prior written approval of the other party.

9. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating

to the subject matter hereof.

10. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

CITY OF DULUTH

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk
Date: _____

Countersigned:

By _____
Its City Auditor

Approved as to form:

By: _____
Its City Attorney

CITY OF RICE LAKE

By: _____
Its _____
Printed Name _____
Date: _____

By: _____
Its _____
Printed Name _____
Date: _____

By: _____
Its _____
Printed Name _____
Date: _____

Approved as to form:

By: _____
Its Attorney
Printed Name _____
Date: _____

Exhibit A

Description of Maintenance Services

1. Fall/Winter maintenance shall consist of surface maintenance snowplowing, salt and sand ice control, snow removal (if required) and temporary pothole repair.
    a. Repair of any damage(s) caused by snowplowing operation occurring during the timeframe listed in 2 a. of the agreement. To ensure permanent repairs, this work may need to take place outside of the time frame due to weather conditions.
2. Spring/Summer Maintenance may consist of bituminous patching, street sweeping and ROW vegetation management.
3. Sub drains
    a. Maintenance of storm sewers, catch basins, and manholes are not covered by this Agreement Each party's responsibility, pursuant to this Agreement, shall be grate cleaning only, and other problems shall be reported to the other party.
4. Roadside ditches
    a. Ditch maintenance within the right-of-way is not included as a part of this Agreement.
    b. Ditch paving and changes in drainage patterns or direction are not included.
5. Natural streams and drains
    a. Cleaning or alteration of natural drains or streams is not included as a part of this Agreement.
6. Culverts
    a. Centerline culvert maintenance and replacement is not part of this Agreement.
7. Traffic Sign(s) and Pavement Marking(s)
    a. All traffic signs and pavement markings are not part of this Agreement, except for Exhibit B, Table 2 and Table 3.
        i. All signs and marking(s) in the segment in Exhibit B, Table 2, will be the sole responsibility of Rice Lake.
        ii. All signs and marking(s) in the segment in Exhibit B, Table 3, will be the sole responsibility of the City.

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Exhibit B

Table 1

City Street(s) Maintained by Rice Lake	Location	Miles
Birchwood Rd	W Redwing St north to City Limits	.06 (323 ft)

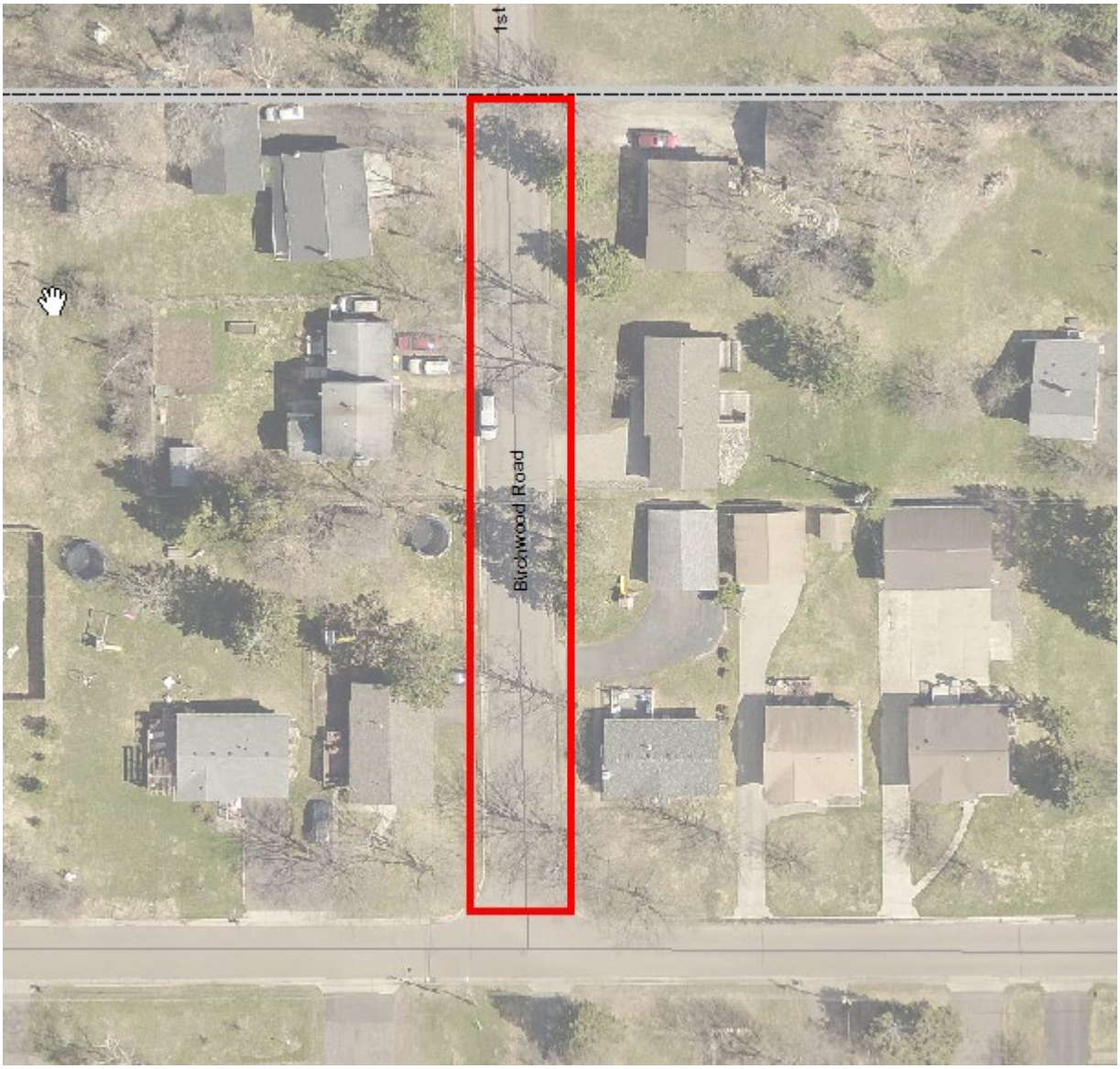


Table 2

Shared Jurisdiction Street(s) Maintained by Rice Lake	Location	Miles
W Ausitn St	Chicago Ave	.17 (919 ft)

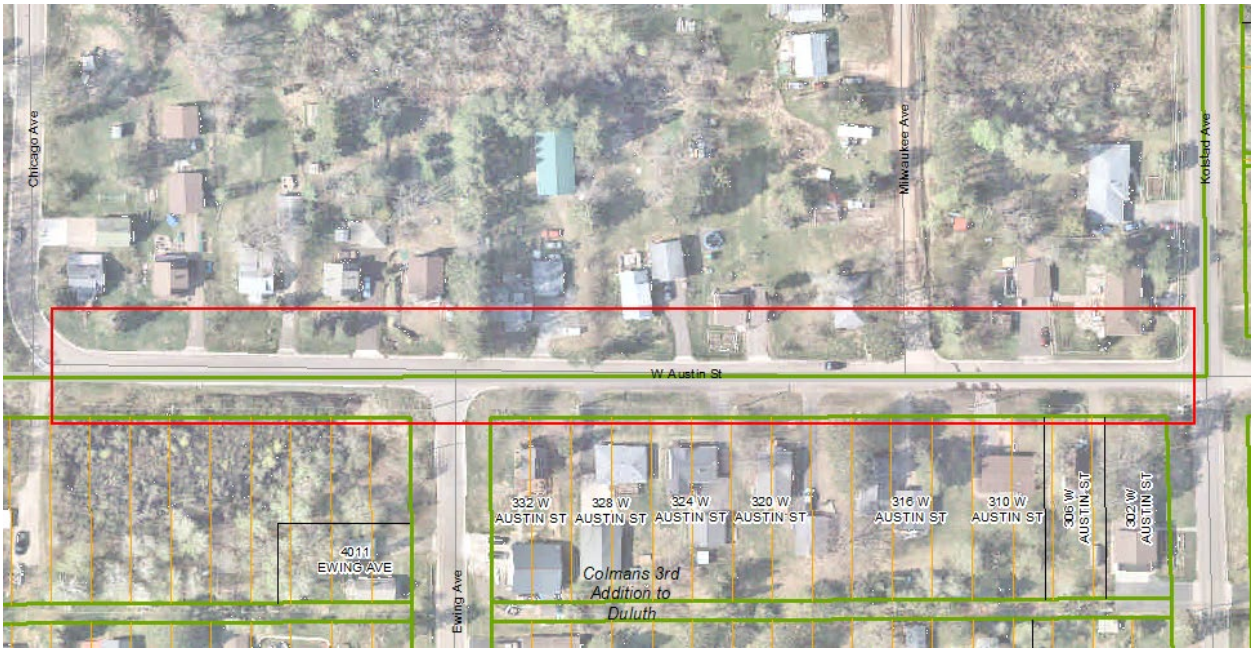
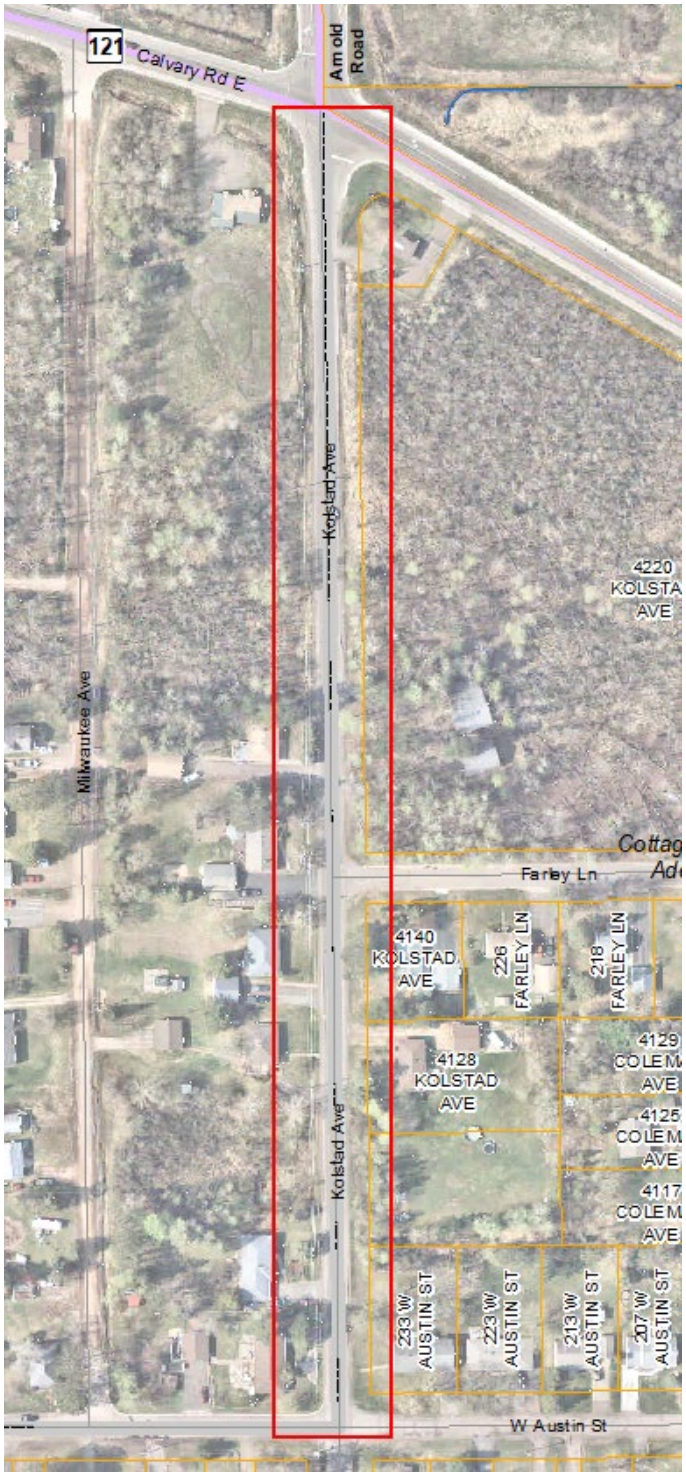


Table 3

Shared Jurisdiction Street(s) Maintained by City	Location	Miles
Kolstad Ave	W Austin St to Calvary Rd	.23 (1264 ft)