

**MASTER AGREEMENT
FOR MAINTENANCE OF TRAFFIC CONTROL SIGNAL SYSTEMS
AGREEMENT NO. PW2023-10M**

THIS AGREEMENT is between Ramsey County, (“County”), and the City of New Brighton (“City”), for the maintenance and operation of certain traffic control signal systems the within the City of New Brighton:

WHEREAS, the County owns and operates traffic control signal systems within the City “Signal Systems”. These Signal Systems may be located at intersections where all legs are controlled by the County or at intersections in which one or more legs are controlled by the City or another city; and

WHEREAS, it is the intent of the parties to identify herein the allocation of maintenance and power provision responsibilities for the Signal Systems, in accordance with County policies identified in Ramsey County Board Resolution 78-1394 (policy for lighting Ramsey County roadways) and Ramsey County Board Resolution 81-1001 (policy for allocation of costs for traffic control signal systems), and as agreed by the parties; and

WHEREAS, it is the intent of the parties to document and periodically update this Master Agreement with a list of all known Signal Systems (those traffic control signal systems located on a County road or highway within the City) and the allocation of maintenance and power provision responsibilities. Exhibit A-1 to this Master Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Master Agreement with a list of all known stand-alone pedestrian crossing signals (those pedestrian crossings located on County roads and highways, but not on a Signal System, within the City) (“Ped Signals”) and the allocation of maintenance and power provision responsibilities. Exhibit A-2 to the Master Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Master Agreement with a list of all known traffic control signal systems controlled by Minnesota Department of Transportation (“MnDOT Signals”) within the City and the allocation of maintenance and power provision responsibilities. Exhibit B to the Master Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties that at intersections with a least one City leg, the City shall be responsible for provision of electrical power and related costs for the Signal System (“Provision of Power”) and shall be responsible for the maintenance of street and ambient lighting incorporated into the Signal System (“Luminaires”); and

WHEREAS, where a Signal System is located at intersection on the border of two or more cities, where the costs or responsibilities of the City may be shared with another city, it is the intent of the Parties to allow the City and other city (or cities) to allocate costs and responsibilities outside of this Master Agreement and nothing herein is intended to adjust those separate arrangements between the cities, nor do those agreements impact the allocations identified herein.

NOW, THEREFORE, IT IS AGREED:

1. **ALLOCATION OF MAINTENANCE RESPONSIBILITIES:** The County is responsible for all maintenance responsibilities for any Signal System listed on Exhibit A, except as provided below.
 - a. The City shall be responsible for the Provision of Power for those Signal Systems listed on Exhibit A, where the City is the indicated responsible party for “Maintenance Responsibility - Power”.

- b. The City shall be responsible for maintenance of Luminaires for those Signal Systems listed on Exhibit A, where the City is the indicated responsible party for “Maintenance Responsibility - Luminaire”
 - c. The City shall be responsible for the maintenance of Traffic Control elements of the Signal Systems where the City is the indicated responsible party for Maintenance Responsibility – Traffic Control”)
2. **SHARED CITY STREETS:** City allocated responsibilities may be shared between multiple cities when a leg of the intersection falls on a border road or is otherwise shared by two or more cities. The details of any shared maintenance or cost agreement between cities shall be documented outside of this Master Agreement, and shall have no impact on the obligations of the parties hereto. Furthermore, if a responsibility listed on Exhibit A as a City responsibility is shared by the City and another city through another verbal or written agreement, that outside agreement shall not limit the obligation of the City to the County and the County can expect the City to fulfill its obligations under this Master Agreement and to seek reimbursement according to these outside agreements, as they may exist.
3. **RATIFICATION OF PREVIOUS AGREEMENTS:** Exhibit A represents the existing agreed to allocation of responsibilities for each identified Signal System and is ratified as presented in Exhibit A
4. **MAINTENANCE RESPONSIBILITIES:** Maintenance Responsibilities are defined as follows:
 - a. **Maintenance Responsibility – Power:** All aspects of providing all necessary power to the Signal System for the proper operation of its elements installed, including without limitation, display or indicator lamps, emergency vehicle preemption (“EVP”) systems, luminaires (street lights and other ambient lighting), lights for illuminating signages, electronic displays, and traffic monitoring cameras. Responsible party must provide for the connection of the Signal Systems to a public source of electrical power, maintain the power elements of the Signal System, repair or replace power elements in the event of damage or deterioration Maintenance of the battery backup system, including replacement of the batteries, will be the responsibility of the County.
 - b. **Maintenance Responsibility – Luminaires:** All aspects of any ambient lighting (street light) installed on the Signal System, including replacing bulbs or other expended illumination elements and repair or replacement of any pole, hood, lens, or other element solely for operation of the luminaire due to damage, deterioration, or replacement of the Signal System.
 - c. **Maintenance Responsibility – Traffic Control:** All remaining elements of the Signal Systems (except as provided below), including replacing lamps or bulbs in any traffic control indicator or display (both vehicle and pedestrian) and the repair or replacement of any upright poles, mast arms, display or indicator heads/units, traffic control signs attached to the Signal System, cabinets, controllers, controller equipment, traffic sensors, accessible pedestrian signal systems (“APS”) due to damage or deterioration. Replacement of Signal Systems due to end of useful life will be determined based on the cost share policy in place at the time.
 - a. EVP systems will managed as provided in Section 8.
 - b. Painting of Signal Systems, including regular updates to maintain a professional appearance, shall be the responsibility of the City requesting the painting.
 - d. **MNDOT Signal Systems:** Where identified on Exhibit B, the notation is for convenience only, and the allocation of responsibilities shall be governed by the agreement with MNDOT.

5. **NON-TRAFFIC CONTROL SIGNS:** No signs may be attached to a Signal System without approval of the County Traffic Engineer. Any sign installed at the request of the City will be installed, maintained, and repaired by the County, but the costs of such work will be reimbursed by the City.
6. **TIMING OF SIGNALS:** All timing and related adjustments of the traffic control signal shall be determined by the County through its Traffic Engineer, and no changes shall be made to these adjustments without the approval of the County.
7. **PERMIT REQUIRED:** The City will obtain a permit to work on a Signal System in order to coordinate work in the right-of-way, ensure sufficient traffic control is provided, and manage access and workmanship on Signal Systems. The City will be responsible for any costs associated with traffic control or County forces needed to effectuate City works on the Signal Systems.
8. **EVP SYSTEMS:** The EVP system shall be operated, maintained, revised, or removed in accordance with the following conditions and requirements:
 - a. All installation, modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by the County's forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others, all at the cost and expense of the City.
 - b. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 3 in Section 169.011.
 - c. All timing of said EVP system shall be determined by the County, through its Traffic Engineer.
9. **PAYMENT AND RAMSEY COUNTY REIMBURSEMENT RATES:**
 - a. The County shall submit an invoice to the City annually, listing all labor, expenses for third-party contractors, equipment, materials or supplies used.
 - b. The City shall promptly pay Ramsey County for the full amount due.
 - c. Labor costs and equipment costs will be at the adopted rates for work performed by County employees.
 - d. The adopted labor rates may include actual hourly rates of the employee (or a per hour equivalent for salaried employees), costs representing the hourly share of benefits, perks and other employment expenses, a provision for costs associated with the provision of a work location, transportation, supplies and training for the employee, and a provision for administration.
 - e. The adopted equipment rates may be based on market rental rates or, if specialized equipment, on a pro rata share of the anticipated useful life of the equipment, plus costs to cover all consumables (fuel, parts), plus a reasonable costs associated with maintenance of the equipment.
 - f. Materials and supplies shall be actual costs, not reduced by any discounts or set-offs the County may be granted.
 - g. Contractor costs shall be as actually paid by the County for the work covered by this agreement, not reduced by any discounts or set-offs the County may be granted by the contractor.
10. **WORKERS AND WORKERS COMP:** Any and all persons engaged in work performed under this Agreement who are employed by the County shall be considered employees of the County regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged shall be the

responsibility of the County. Any and all persons engaged in work performed under the Agreement who are employed by the City shall be considered employees of the City regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of the State on behalf of those employees so engaged shall be the responsibility of the City.

11. **INDEMNIFICATION AND THIRD-PARTY CLAIMS:** The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or action, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to the Agreement. Any and all claims made by any third party as a consequence of any negligent act or omission on the part of an employee or contractor of a party as they are engaged on any of the work contemplated herein, shall be the obligation and responsibility of the party employing or retaining the worker, unless another agreement allocates responsibility differently. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common immunities, limits, or exceptions on liability.
12. **TERMINATION AND REPLACEMENT AGREEMENT:** This Master Agreement may not be terminated, except by mutual agreement of the parties. However, should either party be in default of its obligations under this Master Agreement three times within a twelve-month period or should a default continue for more than 30 days, the City Public Works Director and the County Traffic Engineer of Public Works shall meet and discuss proposed practices to ensure that additional defaults do not occur in the future. Said meeting shall occur within 30 days of the non-defaulting party making a written request to the defaulting party. Should the parties not be able to come to an agreement regarding how to resolve the defaults, the non-defaulting party may give notice to the defaulting party that they request a County-led maintenance plan be invoked. After notice is received, the County-led maintenance plan will take effect on the first of the month six months after the notice. Under a County-led maintenance plan, the County will perform all responsibilities contemplated herein for all Signal Systems identified on Exhibit A (as amended) and the parties will split the costs based on the number of legs entering the intersection. EVP and painting will continue to be 100% the cost responsibility of the City, but the work will be done by the County. The City will reimburse the County for the City's share of those costs. The City's share shall be equal to the ratio of the number of legs entering the intersection which are controlled by the City to the total number of legs entering the intersection. The costs will be calculated as provided in Section 9 (plus the costs of electricity), plus an additional 15% for administration. At any time, if an emergency exists and the City is unable to perform its obligations, the County may perform the work necessary and seek reimbursement for its actual costs. At any time, if an emergency exists and the County is unable to perform its obligations, the City may perform the work necessary and seek reimbursement for its actual costs.
13. **ADDING OR REMOVING SIGNAL SYSTEMS:** The signals included in this Master Agreement may be added or removed by updating Exhibit A (A-1 or A-2,). A signal may be added to Exhibit A:
 - a. **COOPERATIVE AGREEMENT:** If a new signal is installed (or an existing one is replaced) and the allocation of maintenance responsibilities is identified in a properly approved cooperative agreement adopted in anticipation of the development or installation of the signal, the signal may be added to Exhibit A and the maintenance responsibilities allocated as provided in the cooperative agreement. The governing cooperative agreement number must be noted for reference.
 - b. **MAINTENANCE AGREEMENT:** If the parties approve a different allocation of maintenance responsibilities through a property adopted separate formal agreement, the change may be

reflected on Exhibit A and the maintenance responsibilities allocated as provided therein. The separate agreement number must be noted for reference.

- c. **TRACKING PURPOSES ONLY (PED SIGNALS):** If a Ped Signal is located on a County road or highway, it may be added to Exhibit A as long as the City is assuming all responsibility and costs for the operation and maintenance.
- d. **REMOVAL OF SYSTEM:** If a Signal System or Ped Signal is physically removed, the signal may be removed from Exhibit A.

The inclusion or removal of a signal system from Exhibit A under this section must be ratified by the County’s Traffic Engineer and the City’s Public Works Director, and the new Exhibit A shall be noted with the effective date of the change. It is intended that formal approval by the parties’ governing bodies is delegated to the two representatives for this limited purpose.

- 14. **STANDARDIZATION:** The allocation of maintenance responsibilities as provided on Exhibit A for any individual signal included thereon may be changed to bring it in line with the standard allocation of responsibility listed below. The change of the allocation of maintenance responsibilities to the standard allocation must be ratified by the County’s Traffic Engineer and the City’s Public Works Director, and the new Exhibit A shall be noted with the effective date of the change. It is intended that formal approval by the parties’ governing bodies is delegated to the two representatives for this limited purpose.

STANDARD ALLOCATION OF MAINTENANCE RESPONSIBILITIES			
TYPE OF SIGNAL	TRAFFIC CONTROL	LUMINAIRE	POWER
Traffic Control Signal Systems (Signal Systems)	County	City	City
Pedestrian Crossing Signal Systems (Ped Signals)	City	City	City
MnDOT Controlled Traffic Control Signal Systems (MnDOT Signals)	County replaces lamps and MnDOT assumes other elements	City	City

- 15. **AMENDMENTS:** Any other change to the allocation of maintenance responsibilities or inclusion or removal from the list on Exhibit A must be done by amendment to this Master Agreement and no delegation is being contemplated by these terms.
- 16. **NOTICES:** All notices shall be in writing and shall be sent by electronic mail, United States mail or common carrier delivery service to the address provided below.

For City:
 Public Works Director
 City of New Brighton
 803 Old Hwy 8 NW
 New Brighton, MN 55112
 Email:

For County:
 Traffic Engineer of Public Works
 Ramsey County Department of Public Works
 1425 Paul Kirkwold Drive
 Arden Hills, MN 55112
 Email:

(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF NEW BRIGHTON, MINNESOTA

In presence of

Jenni Spangrud
City Clerk

By: [Signature]

Its: Mayor

By: [Signature]

Its: City Manager

Date: 1/9/2024

RAMSEY COUNTY

Recommended for approval:

Brad Estochen
Brad Estochen (Aug 27, 2024 07:45 CDT)
Brad Estochen, P.E.
County Engineer
Ramsey County
Public Works Department

By: _____
Chairperson
Board of Ramsey County Commissioners

Approved as to Form:

Kathleen Ritter
Kathleen Ritter (Aug 27, 2024 08:11 CDT)
Assistant Ramsey County Attorney

Date: 08/27/2024

Attest:

By: _____
Chief Clerk – Ramsey County Board

Date: _____

Exhibit A

Traffic Signals on County Roads and Highways Within the City of New Brighton

This Exhibit A documents the current identified Signal Systems, Ped Signals and MnDOT Signals within the City of New Brighton. Pursuant to Section 13 of the Master Agreement, this Exhibit A may be periodically replaced with an updated version. This version is as of **July 31, 2023**, and has been adopted by the parties as demonstrated by the verification of the County’s Traffic Engineer and the City’s Public Works Director.

RAMSEY COUNTY

Brad Estochen

(print name) Brad Estochen

Traffic Engineer

Dated: 05/31/2024

CITY OF NEW BRIGHTON

Craig Schlichting

(print name) Craig Schlichting

Public Works Director

Dated: 5/31/2024

A-1. Traffic control signal systems (Signal Systems)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 12 (10th St NW)	620	8th Avenue	County	City	City
CSAH 19 (County Rd D)	584	Cleveland Ave (CSAH 46)	County	County	County
	621	Highcrest Rd	County	City*	City*
	671	T.H. 88	County	County	County
CSAH 44 (Silver Lake Rd)	660	County Rd H (CSAH 9)	County	County	County
	648	Mississippi St	County	City	City
	647	Rice Creek Rd (CSAH 11)	County	County	County
	541	14th Street NW	County	City	City
	536	Palmer Drive	County	City	City
	535	7th Street NW/Forestdale Rd	County	City	City
	542	5th Street NW	County	City	City
	590	3rd Street NW/Wexford Hts	County	City	City
	513	County Rd E (CSAH 15)	County	County	County
	589	Windsor Lane	County	City	City
534	Silver Lane	County	City*	City*	
CSAH 46 (Old Hwy 8)	515	10th Street (CSAH 12)	County	City	City

CSAH 77 (Old Hwy 8)	655	5th Avenue (CSAH 46)	County	County	County
	683	8th Avenue	County	City	City
	684	County Road E (CSAH 15)/1st St NW	County	City	City
CSAH 96 (Co Rd 96)	675	Old Hwy 8 (CSAH 77)	County	County	County

*Sharing the responsibility with another city.

A-2. Signals for pedestrian crossing (PED SIGNALS)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 44 (Silver Lake Rd)	908	Rice Creek Trail (RRFB)	City	City	City
CSAH 77 (Old Hwy 8)	-	Foss Rd (RRFB)	City	City	City
CSAH 77 (Old Hwy 8)	-	4 th St NW (RRFB)	City	City	City

Exhibit B – MnDOT operated signals

MnDOT Road	TRF No.	Cross Street	Maintenance Responsibility			Electric Power Cost
			Routine	Lamping	Luminaire	
I 694 South Ramps	329	Silver Lake Road (CSAH 44)	State	County	County	County
I 694 North Ramps	330	Silver Lake Road (CSAH 44)	State	County	County	County
I 35W West Ramps	324	CSAH 19 (County Road D)	State	County	County	County
I 35W East Ramps	325	CSAN 19 (County Road D)	State	County	County	County*

* Sharing the responsibility with another city.