

**MASTER AGREEMENT
FOR MAINTENANCE OF TRAFFIC CONTROL SIGNAL SYSTEMS
AGREEMENT NO. PW2023-08M**

THIS AGREEMENT is between Ramsey County, ("County"), and the City of Maplewood ("City"), for the maintenance and operation of certain traffic control signal systems the within the City of Maplewood:

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 Exhibits A-1 and A-2, except as provided below.
 - a. The City shall be responsible for the Provision of Power for those Signal Systems listed on Exhibits A-1 and A-2, 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 Exhibits A-1 and A-2, 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-1 or Exhibit A-2 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. **EFFECT ON PREVIOUS AGREEMENTS:** Exhibits A-1 and A-2 represent the existing agreed to allocation of responsibilities for each identified Signal System listed thereon, and supersede any previous agreements between County and City with respect thereto.
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 incurred by the County.
 - g. Contractor costs shall be as actually paid by the County for the work covered by this agreement.
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 Exhibits A-1 and A-2 (as the same may be amended from time to time 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 Exhibits A-1 and/or A-2, as applicable. A signal may be added to Exhibit A-1 or A-2:
 - 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-1 or A-2 (as applicable) 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 Exhibits A-1 and/or A2 (as applicable) 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-2 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-1 or A-2 (as applicable).

The inclusion or removal of a signal system from Exhibit A-1 or A-2 under this section must be ratified by the County’s Traffic Engineer and the City’s Public Works Director, and the new Exhibit A-1 or A-2 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 Exhibits A-1 and A-2 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-1 and/or A-2 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 lists on Exhibits A-1 and/or A-2 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 Maplewood
 1830 County Road B E
 Maplewood, MN 55109
 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 MAPLEWOOD, MINNESOTA

In presence of

DocuSigned by:

Marylee Abrams

By: _____
06E4BC9FB1DB415...

Its: _____
Mayor

DocuSigned by:

Michael Sable

By: _____
29BF5CC495B4436...

Its: _____
City Manager

Date: _____
7/12/2024 | 11:43 AM PDT

RAMSEY COUNTY

Recommended for approval:

Brad Estochen
Brad Estochen (Aug 27, 2024 07:46 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 08:12 CDT)

Assistant Ramsey County Attorney

Date: 08/27/2024

Attest:

By: _____

Chief Clerk – Ramsey County Board

Date: _____

Exhibits A-1, A-2, and B

Traffic Signals on County Roads and Highways Within the City of Maplewood

This below Exhibits A-1, A-2, and B document the current identified Signal Systems, Ped Signals and MnDOT Signals within the City of Maplewood. Pursuant to Section 13 of the Master Agreement, this Exhibit A-1 and/or Exhibit A-2 may be periodically replaced with updated versions. This versions set forth below are current as of **July 31, 2023**, and have 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
Brad Estochen (Aug 27, 2024 07:45 CDT)
 (print name) Brad Estochen
 Traffic Engineer
 Dated: 08/27/2024

CITY OF MAPLEWOOD

Steve Love
4000DB51AF0450
 (print name) Steve Love
 Public Works Director
 Dated: 7/18/2024 | 8:16 AM CDT

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

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 19 (Lydia Avenue)	599	Concordia Arms (Near Arial St)	County	City	City
CSAH 19 (County Road D)	668	Country View Drive	County	City	City
	673	Dalen Drive	County	City	City
	672	Southlawn Drive	County	City	City
CSAH 20 (Beam Ave)	665	Country View Drive	County	City	City
	575	Hazelwood St	County	City	City
	614	Kennard St	County	City	City
	577	Swanson St	County	City	City
	576	Southlawn Dr	County	City	City
CSAH 30 (Larpenteur Ave)	526	Edgerton St (CSAH 58)	County	County	County
	525	Jackson St	County	City	City
	527	Parkway Drive (CSAH 27)	County	City*	City*
CSAH 58 (Edgerton St)	530	Roselawn Ave	County	City	City
CSAH 65 (White Bear Ave)	549	11th Ave/Gervais Ave	County	City	City
	538	Beam Ave (CSAH 20)	County	City	City

	506	County Rd B (CSAH 25)	County	County	County
	512	County RD C (CSAH 23)	County	County	County
	552	County Rd D (CSAH 19)	County	City	City
	550	Cope Ave	County	City	City
	537	Frost Ave	County	City	City
	597	Hill Dr	County	City	City
	682	HyVee Entrance	County	City	City
	528	Larpenteur Ave (CSAH 30)	County	County	County
	539	Lydia Ave (CSAH 19)	County	City	City
	579	Ripley Ave	County	City	City
	540	Woodlynn Ave	County	City	City
CSAH 68 (Lakewood Dr)	657	Maryland Ave (CSAH 31)	County	City	City
CSAH 68 (McKnight Rd)	531	Innovation Dr/3M Rd	County	City	City
	532	Conway Ave	County	City*	City*
	644	Holloway Ave	County	City*	City*
	580	Larpenteur Ave (CSAH 30)	County	County	County
	654	Lower Afton Rd (CSAH 39)	County	County	County

*Sharing the responsibility with another city.

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

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 68 (McKnight Rd)	907	Village Crossing	County	N/A	County
CSAH 30 (Larpenteur Ave)	909	Sylvan St - North Leg	County (Parks)	N/A	County (Parks)
CSAH 39 (Lower Afton Rd)	-	Londin Lane	City	N/A	City
CSAH 25 (County Rd B)	-	Birmingham Ave	City	N/A	City
	-	Germain St	City	N/A	City

Exhibit B – MnDOT operated signals

MnDOT Road	TRF No.	Cross Street	Maintenance Responsibility			Electric Power Cost
			Traffic Control	Lamping	Luminaire	
TH 61	861	Roselawn Ave	State	County	City	City
TH 120	819	Conway Ave	State	County	City	City
TH 120	820	7th Street	State	County	City	City
TH 120	821	15th St/Harvester Ave	State	County	City*	City*
TH 120	801	3M Road	State	County	City	City
TH 61	317	Parkway Dr/Frost Ave	State	County	City	City
I-694	331	White Bear Ave South Ramps	County	County	County	County
I-94	326	McKnight Road North Ramps	State	County	County	County
I-94 (Burns Ave)	351	McKnight Road South Ramps	State	County	St Paul	St Paul
TH 120	320	Minnehaha Ave	State	Wash Co	Wash Co	County
TH 120	-	TH 5 S JCT/Stillwater Rd	State	Wash Co	Wash Co	Wash Co
TH 120	-	TH 36	State	State	State	State
TH 120	-	CSAH 14 (34 th Street N)	State	State	State	State
TH 120	-	I-94 South Ramps	State	State	State	State
TH 120	-	I-94 North Ramps	State	State	State	State
TH 120	-	Upper Afton Road	Wash Co	Wash Co	MW*	MW*
TH 120	-	Joy Road	State	County	County	City
TH 120	-	I-694 South Ramps	State	State	State	State
TH 120	-	Larpenteur Ave	State	County	County	County
TH 5/McKnight Rd	321	Minnehaha Ave	State	County	County	County
TH 5/Stillwater Rd	322	Lakewood Drive	State	County	City	City
TH 61	350	County Road B	State	County	County	County
TH 61	355	County Road C	State	County	County	County
TH 61	397	County Road D	State	County	County	City
TH 61	373	Beam Avenue	State	County	County	County
I – 35E West Ramps	-	Larpenteur Ave	State	County	County	County
I – 35E East Ramps	-	Larpenteur Ave	State	County	County	County
TH 36 North Ramps	308	White Bear Ave	State	State	County	County
TH 36 South Ramps	309	White Bear Ave	State	State	County	County

* Sharing the responsibility with another city.