

**FUNDING AGREEMENT BETWEEN
RAMSEY COUNTY, THE CITY OF SAINT PAUL, AND THE METROPOLITAN
COUNCIL FOR REIMBURSEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS
ALONG UNIVERSITY AVENUE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”), and RAMSEY COUNTY (“County”), a political subdivision under the laws of the State of Minnesota (“County”), and the City of Saint Paul (“City”), a Minnesota home rule charter city, each a Party and collaboratively the Parties.

BACKGROUND RECITALS

1. The Council operates the Metro Green Line (“Green Line”) along University Avenue, Robert Street, 12th Street, Cedar Avenue, and 4th Street within the City of Saint Paul.
2. The Council desires to alter the operation the signalized intersections on University Avenue between Berry Street and Rice Street, also known as CSAH 49 (“Subject Intersections”).
3. Ramsey County has jurisdiction over University Avenue, also known as County State Aid Highway (CSAH) 34, at the Subject Intersections except for the intersection of University Avenue and Snelling Avenue.
4. The City operates and maintains the traffic signal systems along the Green Line within the City of Saint Paul.
5. The Council, County and City have determined that replacement of the traffic signal controllers at the Subject Intersections is mutually beneficial and will provide a public benefit.
6. The Council, County and City have determined that Econolite Cobalt Rack Mount Advanced Traffic Controllers (“Traffic Controllers”) can achieve the operation desired by the Council and meet City standards and specifications for traffic signal controllers.
7. The Council, County and City have determined that the installation of Traffic Controllers eliminates the need for the existing Moxa communication equipment and that the equipment should be removed at the Subject Intersections.
8. The Council has identified the need to replace the detector loop modules at the Subject Intersections.
9. The Council, County and City intend to complete the replacement of Traffic Controllers and detector loop modules and removal of the existing Moxa communication equipment as single project (“Project”).

10. The Minnesota Department of Transportation (“MnDOT”) has jurisdiction over the intersection of University Avenue and Snelling Avenue.
11. The Council, County and City entered into Metropolitan Council Agreement No. 171079 (Ramsey County Public Works Agreement No. PW2018-03M) defining the responsibilities of each entity along the Green Line (“Council Agreement 171079”).
12. The Joint Powers Agreement between the County and the City, County Resolution 93-643 and City Council File 93-1974, details maintenance responsibilities and costs on the County Road system in the City (“the County-City JPA”).
13. County is authorized to enter into this Agreement pursuant to the County’s 2026-30 Transportation Improvement Program (County Resolution B2025-218 dated 11/25/2025).

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

I.

Procedure for Acceptance of Bids

1. The City will self-perform the construction work in the Project. No bidding of contracts will be performed for this project.

II.

Construction

1. The City will perform all construction activities required to complete the Project.
2. The City will perform all programming of Traffic Controllers and detector loop modules to be installed within the signal cabinets.
3. The Council and its consultants will provide technical support in development of programming of the Traffic Controllers.

III.

Funding

1. The Background Recitals of this Agreement are hereby affirmed by the Parties as true and correct and incorporated herein by this reference.
2. The County and the Council agree to reimburse the City for the costs shown as estimated in Exhibit B as specified in this Section VII. The Council will reimburse the City for the actual cost of construction for the Project.

3. The City will invoice the Council and County for construction costs after completion of the Project.
4. Invoices to the Council shall be sent as follows:

Metropolitan Council
Attn: Ryan Heath, or successor
Address: 560 North 6th Avenue
Minneapolis, MN 55411

Email: ryan.heath@metrotransit.org

Invoices for the Council must reference:

- Contract number 25I079,
- a description of the services completed,
- date(s) completed, and
- total charge.

On verification and acceptance by the Council's Project Manager, the Council shall pay the City the invoiced amount as subsection 5 below.

5. The Council and County will remit electronic payment to the City within 30 days of receipt of an invoice.
6. City agrees to use all funds provided under this Agreement in the furtherance and toward the Project.
7. The parties further agree that the Project costs are an estimate. The final Project construction costs will be based on the actual material, equipment, and labor costs as documented by the City.
8. The Council is responsible for all costs associated with the replacement of detector loop modules, including but not limited to: procurement, programming, testing and installation.
9. Responsibilities for costs associated with the replacement of Traffic Controllers and removal and of the system of input/output modules, including but not limited to: procurement, programming, testing, installation, removal and disposal are as follows:
 - a. The Council is responsible for one-third of the cost. The Council will be credited for costs previously incurred in excess of their responsibility.
 - b. Responsibility for the remaining costs shall be split between the County and City in agreement with the Ramsey County Cost Participation Policy.
10. The payments under this agreement are not intended to be a loan.
11. This Agreement shall expire on December 31, 2028, unless amended by the parties.

**IV.
Ownership and Maintenance**

1. Upon completion of the Project, ongoing ownership and maintenance of the installed equipment shall be as defined in the Council Agreement 171079 and the County-City JPA. This agreement will not be construed to alter or supersede such existing agreements defining ownership and maintenance of any facilities.

**V.
General Provisions**

1. All records kept by the City, County, and Council with respect to this Agreement are subject to examination by representatives of each Party. All data collected, created, received, maintained or disseminated for any purpose by the Parties under this Agreement are governed by Minnesota Statutes, Chapter 13 Minnesota Government Data Practices Act (“MGDPA”), and the Minnesota Rules implementing the MGDPA.
2. The City agrees to comply with all laws applicable to the City relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers’ compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 473.143 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of the City is considered a part of this Agreement.
3. The employees of the Parties, and all other persons engaged by each Party will not be considered employees of the other Party. Each Party is solely responsible for all claims arising from its employees including claims under the Worker’s Compensation Act, the Minnesota Economic Security Law and all third party claim resulting from an act or omission of an employee.
4. The County’s authorized representative will manage this Agreement for the County and act as a liaison between the Parties. The City’s authorized representative will manage this Agreement for the City and act as a liaison between the Parties. The Council’s Manager, System Planning, will manage this Agreement for the Council and act as a liaison between the Parties.
5. This Agreement is the entire agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.
6. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a Party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.

7. Any modifications to this Agreement will be in writing as a formal amendment.
8. This Agreement is binding upon and for the benefit of the Parties and their successors and assigns. This Agreement is not intended to benefit any third-party.
9. Except as otherwise provided for in this Agreement, the Agreement may be terminated by the mutual agreement of the Parties.
10. If a force majeure event occurs, no Party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a Party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
11. Under Minnesota Statutes, Section 16C.05, subdivision 5, the Parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either Party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.
12. A Party will send all notices or demands under this Agreement either by:
 - a. certified mail;
 - b. e-mail, as long as the recipient acknowledges receipt by e-mail or otherwise in writing; or
 - c. delivered in person to the other Party addressed to the following authorized representatives:

Ryan Heath
Manager, System Planning
Metro Transit
560 North 6th Avenue
Minneapolis, MN 55411
ryan.heath@metrotransit.org

Mike Rogers (or successor)
Deputy Director, Public Works, Multimodal
Planning
Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112

Kris Longhenry
Accounting Department
Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112

13. The Parties will use a dispute resolution process for any unresolved dispute between the Parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the Parties' representatives will meet and explore resolution until either Party determines that effective resolution is not possible at the current level, and notifies the other Party that the process is elevated to the next level. The Parties designate the following dispute resolution representatives:

	City Representative	County Representative	Council Representative
Level 1	City Traffic Engineer & Traffic Operations Manager	Luis Flores, Traffic Engineer	Ryan Heath, Manager, Systems Planning
Level 2	Operations Manager & City Engineer	Brad Estochen, County Engineer	Jonathan Ahn, Assistant Director, Rote & Systems Planning
Level 3	Director of Public Works	Brian Isaacson, Director of Public Works	Adam Harrington, Director, Services Development

The Parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

14. This Agreement will be effective when all Parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).
15. Counterparts: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

16. Electronic Signatures: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Each Party is signing this Agreement on the date stated below that Party’s signature.

CITY OF SAINT PAUL
A municipal corporation of the State of Minnesota

By: _____
Mayor

Date: _____

and _____
Director of Public Works

Date: _____

and _____
Director of Financial Services

Date: _____

Approved as to from:

and _____
Assistant City Attorney

Date: _____

METROPOLITAN COUNCIL,
A public corporation and political subdivision
of the State of Minnesota

By: _____
Deputy General Manager, Capital Programs

Date: _____

RAMSEY COUNTY
A political subdivision of the State of Minnesota

By: _____
Ling Becker, County Manager

Date: _____

and _____
Brian Isaacson, Director of Public Works

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Assistant County Attorney

Date: _____

Exhibit A
Project Locations

SIGNAL ID	INTERSECTION	CONTROLLER REPLACEMENT	DETECTOR CARDS	MOXA REMOVAL
458	BERRY & UNIVERSITY	X	X	X
62	FRANKLIN & UNIVERSITY	X	X	X
46	EUSTIS & UNIVERSITY		X	X
30	CROMWELL & UNIVERSITY		X	X
135	RAYMOND & UNIVERSITY	X	X	X
459	CARLTON & UNIVERSITY	X	X	X
72	HAMPDEN & UNIVERSITY	X	X	X
460	FIRE STATION 20 & UNIVERSITY		X	X
170	VANDALIA & UNIVERSITY		X	X
166	UNIVERSITY & SNELLING	X	X	X
101	UNIVERSITY & LEXINGTON	X	X	X
40	UNIVERSITY & DALE	X	X	X
21	CLEVELAND & UNIVERSITY	X	X	X
132	PRIOR & UNIVERSITY	X	X	X
59	FAIRVIEW & UNIVERSITY	X	X	X
2	ALDINE & UNIVERSITY	X	X	X
403	FRY & UNIVERSITY	X	X	X
124	PASCAL & UNIVERSITY	X	X	X
71	HAMLIN & UNIVERSITY	X	X	X
355	GRIGGS & UNIVERSITY	X	X	X
12	CHATSWORTH & UNIVERSITY	X	X	X
171	VICTORIA & UNIVERSITY	X	X	X
65	GROTTO & UNIVERSITY	X	X	X
461	FIRE STATION 18 (ST ALBANS) & UNIVERSITY	X	X	X
102	MACKUBIN & UNIVERSITY	X	X	X
172	WESTERN & UNIVERSITY	X	X	X
104	MARION & UNIVERSITY	X	X	X
141	RICE & UNIVERSITY	X	X	X
123	PARK-MLK & UNIVERSITY	X	X	X

Exhibit B

Project Construction Costs Estimates

ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL		CITY OF SAINT PAUL		RAMSEY COUNTY		METROPOLITAN COUNCIL	
			QTY	COST	QTY	COST	QTY	COST	QTY	COST
Oracle 2E CalTrans Loop Amp with LRT mode	EACH	\$ 450	90	\$ 40,500		\$ -		\$ -	90	\$ 40,500.00
Econolite Cobalt-C RM Controller	EACH	\$ 6,175	25	\$ 154,375	6.4	\$ 39,520.00	10.3	\$ 63,602.50	8.3	\$ 51,252.50
Field Electrician Labor	HR	\$ 160	360	\$ 57,600	93.5	\$ 14,960.00	146.5	\$ 23,440.00	120	\$ 19,200.00
SUBTOTAL				\$ 252,475.00		\$ 54,480.00		\$ 87,042.50		\$ 110,952.50
CONTINGENCY (10%)				\$ 25,247.50		\$ 5,448.00		\$ 8,704.25		\$ 11,095.25
SUBTOTAL				\$ 277,722.50		\$ 59,928.00		\$ 95,746.75		\$ 122,047.75
ENGINEERING AND INSPECTION (25%)				\$ 69,430.63		\$ 14,982.00		\$ 23,936.69		\$ 30,511.94
TOTAL				\$ 347,153.13		\$ 74,910.00		\$ 119,683.44		\$ 152,559.69