

EXHIBIT A

St. Louis County
City of Duluth

CSAH 9 (Woodland Avenue/Calvary Road) Decorative Street Lights Cooperative Agreement
SAP 069-609-043, CP 0009-275996

COOPERATIVE AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
TO

Construct and maintain decorative street lights on CSAH 9 (Woodland Avenue/Calvary Road),
located within the City of Duluth, Minnesota.

THIS AGREEMENT, hereinafter referred to as the “Agreement”, is between the CITY OF DULUTH, a duly organized city within the State of Minnesota, hereinafter referred to as “Duluth”, and the COUNTY OF ST. LOUIS, a duly organized county within the State of Minnesota, hereinafter referred to as “St. Louis County”.

WITNESSETH:

WHEREAS, St. Louis County has prepared a project to reconstruct a portion of CSAH 9 (Woodland Avenue/Calvary Road), located within the City of Duluth, Minnesota, identified further as SAP 069-609-043, CP 0009-275996; and

WHEREAS, St. Louis County and Duluth have determined that it is mutually desirable and justified to install decorative street lights on CSAH 9 (Woodland Avenue/Calvary Road), which work hereinafter will be referred to as the “Project”; and

WHEREAS, St. Louis County and Duluth have agreed to participate in the construction and maintenance costs of the decorative street lights as hereinafter set forth.

THEREFORE, with regard to the Project, the parties hereby agree to the following:

1. St. Louis County shall prepare the plan, specifications, proposal and engineer’s estimate for said Project in accordance with the 2018 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction” at its cost and expense.
2. St. Louis County, acting through the St. Louis County Highway Engineer, shall award the contract for said Project to the lowest responsible bidder in accordance with current Minnesota Statutes at its cost and expense.
3. St. Louis County shall perform all necessary contract administration, and shall administer the terms of the contract from contract award to the certification of final payment at its cost and expense.
4. St. Louis County shall perform all record keeping and construction inspection for quantities associated with the Project in accordance with the plan at its cost and expense.
5. The construction cost of the Project shall be 100 percent the responsibility of St. Louis County. Items included in the construction cost of the Project are the decorative light poles and light fixtures, lighting system service cabinet, and underground conduits and electrical wiring serving the decorative light poles.
6. St. Louis County, at its cost and expense, will provide as-built drawings of the decorative lighting system, including details on the light poles and light fixtures that are received from the vendor to Duluth upon completion of the project.

7. Upon certification of final payment for the Project, Duluth shall assume ownership of the decorative street lights, and be responsible, at its cost and expense, to maintain, repair, and replace, if necessary, the decorative street lights.
8. Each party designates an authorized representative for the purpose of administering this Agreement. A party's authorized representative has the authority to give and receive notices, and to make any other decision required or permitted by this Agreement.
 - a. For St. Louis County:

James T. Foldesi, P.E. (or his successor)
Highway Engineer/Public Works Director
4787 Midway Road
Duluth, MN 55811
Phone: 218-625-3830
 - b. For Duluth:

James Benning, P.E. (or his successor)
Director of Public Works & Utilities
City Hall, Room 211B
411 West First Street
Duluth, MN 55802
Phone: 218-730-5105
9. To the fullest 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. 1a.
10. Each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

11. Any and all employees of Duluth, while engaged in the performance of any work or service which Duluth is specifically required to perform under this Agreement, shall be considered employees of Duluth only and not of St. Louis County. Any and all claims that may or might arise under the Workers 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 of said employees shall be the sole obligation of Duluth.

12. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only and not of Duluth. Any and all claims that may or might arise under the Workers 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, of said employees, shall be the sole obligation of St. Louis County.

CITY OF DULUTH

By _____
Mayor

By _____
City Clerk

By _____
City Auditor

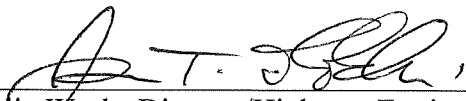
Approved as to form:

By _____
City Attorney

COUNTY OF ST. LOUIS

By _____
County Board Chair

By _____
County Auditor

By  _____
Public Works Director/Highway Engineer

Approved as to form:

By _____
Assistant County Attorney

Damion No. 2018-12508