

St. Louis County
City of Duluth
City of Hermantown
SAP 069-030-041, CP 0000-259405
City of Duluth Project Number 1457

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

Complete a traffic signal timing plan update project within the City of Duluth and the City of Hermantown, St. Louis County, Minnesota.

SAP 069-030-041, CP 0000-259405
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Prepared by the St. Louis County Traffic Engineering Division

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", the CITY OF HERMANTOWN, a duly organized city within the State of Minnesota, hereinafter referred to as "Hermantown", 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, Duluth and Hermantown are responsible to maintain and operate the traffic signals listed in Appendix A; and

WHEREAS, it is justified and considered mutually desirable to update the timing plans for the traffic signals listed in Appendix A; and

WHEREAS, St. Louis County has prepared a project, hereinafter referred to as the "Project", to update the timing plans for the traffic signals listed in Appendix A, identified further as SAP 069-030-041, CP 0000-259405; and

WHEREAS, St. Louis County has chosen Alliant Engineering, Inc. to complete the Project; and

WHEREAS, Minnesota Statute 162.17, Subd. 1, provides for an agreement for the division of costs and responsibilities to be borne by St. Louis County, Duluth and Hermantown; and

WHEREAS, St. Louis County, Duluth and Hermantown have agreed to participate in the cost to update the timing plans for the traffic signals in Appendix A.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the aforementioned project that the parties hereby agree to the following:

1. St. Louis County shall administer the contract with Alliant Engineering, Inc. to update the timing plans for the traffic signals listed in Appendix A, and shall administer the terms of the contract to the certification of final payment, at its cost and expense.
2. Duluth or Hermantown may but shall not be obligated to conduct periodic on-site inspections during the Project. Duluth and Hermantown agrees to report any observed deficiencies to St. Louis County immediately.

3. The amount of the contract as established and set forth in Section 1 above shall constitute the actual "Project Cost" and shall be so referred to hereinafter. The estimated Project Cost is listed in Appendix B.
4. St. Louis County's cost participation shall be 69 percent of the Project Cost.
5. Duluth's cost participation shall be 21 percent of the Project Cost.
6. Hermantown's cost participation shall be 10 percent of the Project Cost.
7. Duluth and Hermantown shall pay to St. Louis County, within 30 days of the execution of this agreement, an amount equal to 90 percent of their estimated Project Cost as listed in Sections 5 and 6. Duluth and Hermantown shall pay the remaining balance of their obligation to St. Louis County within 30 days of the certification of final payment. If any funds are received by St. Louis County in excess of the Project Costs, they will be returned to the appropriate agency without interest.
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
 - b. For Duluth:
James J. Benning II, P.E. P.T.O.E. (or his successor)
Public Works Director
411 W. 1st Street – Room 211
Duluth, MN 55802
 - c. For Hermantown:
John Mulder (or his successor)
City Administrator
5105 Maple Grove Road
Hermantown, MN 55811

9. 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. 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 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 or Hermantown. 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.
12. 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 or Hermantown. 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.
13. Any and all employees of Hermantown, while engaged in the performance of any work or service which Hermantown is specifically required to perform under this Agreement, shall be considered employees of Hermantown only and not of St. Louis County or 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 Hermantown.

St. Louis County
City of Duluth
City of Hermantown
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CITY OF DULUTH

By _____
Mayor

Attest:

City Clerk Date

Countersigned:

By _____
City Auditor

Approved as to form:

By _____
City Attorney

By _____
Department Director

By _____
Purchasing Agent

St. Louis County
City of Duluth
City of Hermantown
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CITY OF HERMANTOWN

By _____
Mayor

Attest:

City Clerk Date

Countersigned:

By _____
City Auditor

Approved as to form:

By _____
City Attorney

Damion No. 2015-9894

Appendix A

Major Road	Minor Road	Total Legs	MnDOT Legs	St. Louis County Legs	Duluth Legs	Hermantown Legs
US-53 (Trinity Road)	Mall Drive	4	2		2	
US-53 (Miller Trunk Highway)	MNTH-194 (Central Entrance)	4	3		1	
US-53 (Miller Trunk Highway)	Cottonwood Avenue	4	2		2	
US-53 (Miller Trunk Highway)	North Mall Entrance	3	2		1	
US-53 (Miller Trunk Highway)	CSAH 6 (Maple Grove Road)	3	2	1		
US-53 (Miller Trunk Highway)	Burning Tree Road	4	2		2	
US-53 (Miller Trunk Highway)	CSAH 91 (Haines Road)	4	2	2		
US-53 (Miller Trunk Highway)	Loberg Avenue	3	2			1
US-53 (Miller Trunk Highway)	CSAH 32 (West Arrowhead Road)	4	2	1		1
US-53 (Miller Trunk Highway)	CSAH 17 (Stebner Road)	4	2	1		1
US-53 (Miller Trunk Highway)	Cirrus Drive	4	2			2
US-53 (Miller Trunk Highway)	CSAH 48 (Lavaque Road)	3	2	1		
US-53 (Miller Trunk Highway)	CSAH 48 (Lavaque Bypass)	4	2	1		1
US-53 (Miller Trunk Highway)	CSAH 13 (Midway Road)	4	2	2		
MNTH-194 (Central Entrance)	CSAH 4 (Rice Lake Road)	4	2	1	1	
MNTH-194 (Central Entrance)	Pecan Avenue	3	2		1	
MNTH-194 (Central Entrance)	CSAH 90 (Arlington Avenue)	4	2	2		
MNTH-194 (Central Entrance)	Basswood	4	2		2	
MNTH-194 (Central Entrance)	Anderson Road	4	2		2	
MNTH-194 (Central Entrance)	Mall Drive	4	2		2	
CSAH 6 (Maple Grove Road)	Stebner Road	4		2		2
CSAH 6 (Maple Grove Road)	Loberg Avenue	3		2		1
CSAH 6 (Maple Grove Road)	CSAH 91 (Haines Road)	4		4		
CSAH 6 (Maple Grove Road)	Burning Tree Road	4		2	2	
CSAH 6 (Maple Grove Road)	Mall Drive	4		2	2	
CSAH 91 (Haines Road)	Mall Drive	4		2	1	1
CSAH 91 (Haines Road)	CSAH 32 (West Arrowhead Road)	4		4		
Total Legs		102	41	30	21	10
Percent of Legs			40%	29%	21%	10%

Alliant Engineering, Inc. Estimated Project Cost

[illegible]