

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

Remove existing Emergency Vehicle Preemption (EVP) systems and install new EVP systems on traffic control signal systems 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 remove existing Emergency Vehicle Preemption systems and install new Emergency Vehicle Preemptions systems on traffic control signal systems in the City of Duluth, which work hereinafter will be referred to as the "Project" and identified further as SP 069-070-047, CP 0000-390020; and

WHEREAS, St. Louis County and Duluth have determined that it is mutually desirable and justified to remove existing Emergency Vehicle Preemption systems and install new Emergency Vehicle Preemptions systems; and

WHEREAS, St. Louis County and Duluth have agreed to participate in the construction and maintenance costs of the new Emergency Vehicle Preemption systems 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 Project anticipates Federal funding at the capped amount of \$600,000.00. The apparent low bid for the Project is \$600,754.00. St. Louis County shall be responsible for the Project's overage cost of \$754.00. St. Louis County will enter into a separate cooperative agreement with the Minnesota Department of Transportation for reimbursement of the Project costs with the anticipated Federal funding.

6. It is anticipated that there is no Federal funding available for costs arising from contract changes. Therefore, St. Louis County and Duluth shall each share in the cost of any contract change by their respective percentage of leg ownership of the traffic signal(s) included in a contract change. St. Louis County shall also be responsible for the percentage of the cost of any contract change for those legs that are not owned by Duluth or St. Louis County. St. Louis County will enter into separate cooperative agreements with the other Project partners to share in the cost of contract changes arising on the partners' respective legs.
7. Duluth shall pay to St. Louis County, within 30 days of certification of final payment, the balance of Duluth's obligation.
8. The responsibility for maintenance of the new Emergency Vehicle Preemption systems as determined by existing cooperative agreements covering the traffic control signal systems contemplated in this project will remain in effect for both St. Louis County and Duluth.
9. 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
10. St. Louis County shall require all contractors and subcontractors performing work for said project to name Duluth as an insured party in the amounts listed in the insurance requirements contained in the contract.
11. 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.

12. 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.
13. 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.
14. 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:

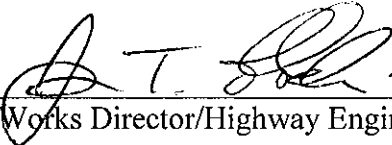
By _____
City Attorney



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



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: March 26, 2019 Resolution No. 19-203
Offered by Commissioner: Olson*

**Cooperative Agreement with the City of Duluth for the
Emergency Vehicle Preemption System Project**

WHEREAS, The Public Works Department is leading a cooperative project with the Minnesota Department of Transportation, the City of Duluth and the City of Hermantown to install new Emergency Vehicle Preemption systems at 59 traffic signals located within the cities of Duluth and Hermantown in 2019 under project numbers CP 0000-390020, SP 069-070-047; and

WHEREAS, This project has received Federal funding capped at \$600,000.00; and

WHEREAS, The remainder of the construction costs will be shared with the project partners by leg ownership of the traffic signals; and

WHEREAS, The Public Works Department will be responsible to administer the project from bidding to final closeout;

THEREFORE, BE IT RESOLVED, That the appropriate county officials are hereby authorized to enter into a cooperative agreement, and approve any amendments approved by the County Attorney's Office, with the City of Duluth whereby the City of Duluth will pay its share of the remainder of the construction costs of the project as determined by the cooperative agreement, with the funds to be receipted into Fund 220, Agency 220545, Object 551501.

Commissioner Olson moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas – Commissioners Olson, McDonald, Jugovich, Nelson and Chair Boyle - 5

Nays – None

Absent – Commissioner Jewell – 1

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of March, A.D. 2019, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 26th day of March, A.D., 2019.

NANCY NILSEN, COUNTY AUDITOR

By 
Clerk of the County Board/Deputy Auditor