

**COOPERATIVE AGREEMENT
BETWEEN THE

COUNTY OF ST. LOUIS,
CITY OF DULUTH
AND
DULUTH AIRPORT AUTHORITY**

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “St. Louis County”, the **CITY OF DULUTH**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “Duluth”, and the **DULUTH AIRPORT AUTHORITY**, hereinafter referred to as “Duluth Airport”.

WITNESSETH:

WHEREAS, St. Louis County, Duluth and the Duluth Airport identified the need to complete a planning and preliminary engineering process for the intersection of Haines Rd (CSAH 91) and Airport Rd (MSAS 197)/Grinden Dr; and

WHEREAS, the outcome of this planning and preliminary engineering process is expected to serve as the basis for a future project to reconstruct the intersection of Haines Rd (CSAH 91) and Airport Rd (MSAS 197)/Grinden Dr; and

WHEREAS, St. Louis County, Duluth and the Duluth Airport have cooperatively determined it is necessary to secure an engineering consultant to provide professional services to support this planning and preliminary engineering process; and

WHEREAS, St. Louis County, Duluth and the Duluth Airport have agreed to participate in this planning and preliminary engineering process as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. St. Louis County shall procure an engineering consultant to provide professional services to support the planning and preliminary engineering process for the intersection of Haines Rd (CSAH 91) and Airport Rd (MSAS 197)/Grinden Dr.
2. St. Louis County, at its cost and expense, shall perform all necessary administration of the professional services agreement with the engineering consultant and shall administer the terms of the professional services agreement to completion and final payment.

3. The cost participation for Duluth and the Duluth Airport shall each be $\frac{1}{3}$ of the professional services rendered by the engineering consultant up to a maximum contribution of \$10,000. The cost participation of St. Louis County shall be $\frac{1}{3}$ or the remainder of the cost of professional services rendered by the engineering consultant after the capped contribution of Duluth and the Duluth Airport, whichever is greater. **Exhibit A** includes a breakdown of the estimated professional services fees.
4. Upon completion of the planning and preliminary engineering process, Duluth and the Duluth Airport shall each pay to St. Louis County their share of the professional services rendered by the engineering consultant within 35 days of receipt of an invoice from St. Louis County.
5. St. Louis County shall require the engineering consultant providing the professional services to name Duluth and the Duluth Airport as an insured party in the amounts listed in the insurance requirements contained in the contract.
6. 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.
7. 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.
8. 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 the Duluth Airport. 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.
9. 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 the Duluth Airport. 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.

10. Any and all employees of the Duluth Airport, while engaged in the performance of any work or service which the Duluth Airport is specifically required to perform under this Agreement, shall be considered employees of the Duluth Airport 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 the Duluth Airport.
11. 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.
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| <p>a. St. Louis County:</p> <p>Victor Lund, PE, PTOE
Traffic Engineer
4787 Midway Road
Duluth, MN 55811
(218) 625-3873
lundv@stlouiscountymn.gov</p> | <p>c. Duluth Airport:</p> <p>Jana Kayser, CM
Director of Business Development
Duluth Airport Authority
4701 Grinden Drive
Duluth, MN 55811
(218) 625-7775
jkayser@duluthairport.com</p> |
| <p>b. Duluth:</p> <p>Joe Jurewicz, PE
Traffic Engineer
411 West 1st Street, Room 240
Duluth, MN 55802
(218) 730-5095
jjurewicz@duluthmn.gov</p> | |

St. Louis County, City of Duluth and Duluth Airport Authority
Professional Services to Support a Planning and Preliminary Engineering Process for the Intersection of
Haines Rd (CSAH 91) at Airport Rd (MSAS 197)/Grinden Dr
County Project Number: CP 0091-860958
City of Duluth Project Number: 2241

CITY OF DULUTH

COUNTY OF ST. LOUIS

Mayor

Chair, County Board

Date

Date

ATTEST

Auditor

City Clerk

Date

Date

James T. Holden

Public Works Director/Highway Engineer

COUNTERSIGNED

5/10/24

Date

City Auditor

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Assistant County Attorney

City Attorney

Date

Date

St. Louis County Contract Number

St. Louis County, City of Duluth and Duluth Airport Authority
Professional Services to Support a Planning and Preliminary Engineering Process for the Intersection of
Haines Rd (CSAH 91) at Airport Rd (MSAS 197)/Grinden Dr
County Project Number: CP 0091-860958
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DULUTH AIRPORT AUTHORITY

Tom Werner

Digitally signed by Tom
Werner
Date: 2024.05.13 07:40:08
-05'00'

Executive Director

Date

St. Louis County, City of Duluth and Duluth Airport Authority
Professional Services to Support a Planning and Preliminary Engineering Process for the Intersection of
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Exhibit A
Estimated Cost Participation by Agency

Agency	Estimated Fee
City of Duluth	\$10,000*
Duluth Airport Authority	\$10,000*
St. Louis County	\$10,000**
Total	\$30,000

*Cost participation is $\frac{1}{3}$ or up to a maximum contribution of \$10,000

**Cost participation is $\frac{1}{3}$ or the remainder of the cost after the capped contribution of City of Duluth or Duluth Airport Authority, whichever is greater.



*Resolution
of the
Board of County Commissioners*

St. Louis County, Minnesota

Adopted on: May 7, 2024 Resolution No. 24-240

Offered by Commissioner: Boyle

Cooperative Agreement with the City of Duluth and the Duluth Airport Authority to Provide Reimbursement for Professional Services for a Planning and Preliminary Engineering Process for the Intersection of Haines Road (CSAH 91) and Airport Road (MSAS 197)/Grinden Drive – CP 0091-860958

WHEREAS, The Public Works Department has identified a need to complete a planning and preliminary engineering process for the intersection of Haines Road (County State Aid Highway 91) and Airport Road (Municipal State Aid Street 197)/Grinden Drive; and

WHEREAS, This process will complete an Intersection Control Evaluation, which is a comprehensive process that considers current conditions, develops a range of alternatives and completes a traffic engineering analysis of the performance of each alternative, which culminates in the recommendation of a preferred alternative; and

WHEREAS, The recommendation of the Intersection Control Evaluation will be used to develop a future project, including procurement of necessary funding; and

WHEREAS, The City of Duluth and the Duluth Airport Authority will participate in this planning and preliminary engineering process; and

WHEREAS, The Public Works Department determined it is necessary to secure an engineering consultant to provide professional services to support this planning and preliminary engineering process.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a cooperative agreement, and approve any amendments authorized by the County Attorney, with the City of Duluth and the Duluth Airport Authority to provide reimbursement for professional services to support a planning and preliminary engineering process for the intersection of Haines Road (CSAH 91) and Airport Road (MSAS 197)/Grinden Drive.

RESOLVED FURTHER, That this project is further identified as CP 0091-860958. Funds received from the City of Duluth will be receipted into Fund 220, Agency 220786, Object 551501 and funds received from the Duluth Airport Authority will be receipted into Fund 220, Agency 220786, Object 551630.

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

Yeas – Commissioners Harala, Boyle, Grimm, Musolf, Jugovich and Chair Nelson – 6

Nays – None

Absent – Commissioner McDonald - 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 7th day May, A.D. 2024, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 7th day of May, A.D., 2024.

NANCY NILSEN, COUNTY AUDITOR

By:

Clerk of the County Board/Deputy Auditor