

EXHIBIT A

St. Louis County
City of Duluth
Traffic Signal Painting Project
CP 0000-439323

COOPERATIVE AGREEMENT BETWEEN

ST. LOUIS COUNTY
AND
CITY OF DULUTH

FOR THE TRAFFIC SIGNAL PAINTING PROJECT

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 maintain painted surfaces of traffic signals, identified further as CP 0000-439323; and

WHEREAS, Duluth has requested to participate in this project to maintain painted surfaces of traffic signals in which it is responsible to maintain in accordance with certain cooperative agreements; and

WHEREAS, St. Louis County has approved Duluth to participate in this project, which work hereafter will be referred to as the "Project"; and

WHEREAS, St. Louis County and Duluth have agreed to participate in the Project costs 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. Duluth shall pay to St. Louis County, within 30 days of certification of final payment, a flat fee in the amount of \$900.00 for contract administration services rendered by St. Louis County to Duluth under this agreement.
4. St. Louis County shall perform all record keeping and construction inspection for all quantities associated the Project in accordance with the plan and proposal at its cost and expense.
5. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal. St. Louis County shall also be responsible for 100 percent of the cost of overrun in quantities for St. Louis County's portion.
6. Duluth's cost participation shall be 100 percent of Duluth's quantities as provided in the plan and proposal. Duluth shall also be responsible for 100 percent of the cost of overrun in quantities for Duluth's portion.
7. Duluth shall pay to St. Louis County, within 30 days after award of Contract, an amount equal to 95 percent of Duluth's actual obligation based on the Contract unit prices as contained in the successful Contractor's bidding documents. Duluth shall pay to St. Louis County, within 30 days of certification of final payment, the remaining balance of Duluth's obligation. If any funds are received by St. Louis County in excess of the project and administrative costs, they will be returned to Duluth, without interest.
8. 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.
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 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.

St. Louis County
City of Duluth
Traffic Signal Painting Project
CP 0000-439323

CITY OF DULUTH

By _____
Mayor

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

COUNTY OF ST. LOUIS

By _____
County Board Chair

By _____
County Auditor

APPROVED AS TO FORM:

By _____
Assistant County Attorney

By  _____
Public Works Director/Highway
Engineer

Damion No. 2019-12643

*Drafted by: VL
December 27, 2018*



Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: January 22, 2019 Resolution No. 19-47
Offered by Commissioner: Olson

Cooperative Agreement with the City of Duluth for the Traffic Signal Painting Project

WHEREAS, The Public Works Department will prepare a project to maintain the painted surface of twelve (12) traffic signals; and

WHEREAS, The City of Duluth is responsible for the painted surface of five (5) of these twelve (12) traffic signals and has requested to participate in this project; and

WHEREAS, The Public Works Department will prepare the plan, specifications and perform all necessary contract administration from contract award to certification of final payment; and

WHEREAS, The City of Duluth will pay to St. Louis County the cost of their share as detailed in the Proposal/Plan package, schedule of prices and as referenced in the cooperative agreement;

THEREFORE, BE IT RESOLVED, That the appropriate county officials are hereby authorized to enter into an 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 for items listed in the Schedule of Prices in the Proposal/Plan Package and Plan described as CP 0000-439323, Traffic Signal Painting Project, with the funds to be receipted into Fund 220, Agency 220523, Object 551501.

Commissioner Olson moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Olson, McDonald, Jugovich, Nelson and Chair Boyle - 6
Nays – None

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 22nd day of January, A.D. 2019, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 22nd day of January, A.D., 2019.

NANCY NILSEN, COUNTY AUDITOR

By 
Clerk of the County Board/Deputy Auditor