

**COOPERATIVE AGREEMENT
BETWEEN**

**ST. LOUIS COUNTY
AND
CITY OF DULUTH**

THIS AGREEMENT, hereinafter referred to as the “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”, and the CITY OF DULUTH, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “Duluth”.

WITNESSETH:

WHEREAS, St. Louis County has prepared a maintenance striping project to maintain pavement markings on its county highways, identified further as CP 0000-712914; and

WHEREAS, Duluth has requested to participate in this maintenance striping project to maintain pavement markings on their city streets; and

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

WHEREAS, St. Louis County and Duluth have each determined the locations, quantities and types of pavement markings on their respective highways and streets; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the Project as provided for below, intended for letting and construction as a single, unitary construction project in 2026 (the “Contract”), and it is justified and mutually beneficial for Duluth and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; 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 2025 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”.
2. Duluth shall provide St. Louis County with the required locations, quantities and types of pavement markings that will be placed within Duluth. St. Louis County shall incorporate said information into the plan and proposal.

3. St. Louis County shall open bids for the Project and provide Duluth with an abstract of all bids received. Duluth shall promptly review bid information. St. Louis County shall award the Contract if the low bid is no more than 20 percent over the engineer's estimate for Duluth's portion of the Project without further approval from Duluth. 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.
4. 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 a flat fee in the amount of \$500.00 for contract administration services rendered by St. Louis County for Duluth under this Agreement.
5. St. Louis County shall perform all record keeping and construction inspection for quantities associated with St. Louis County's portion of the Project in accordance with the plan and proposal.
6. Duluth shall perform all record keeping and construction inspection for quantities associated with Duluth's portion of the Project in accordance with the plan and proposal and shall report any observed deficiencies or discrepancies to St. Louis County immediately.
7. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal at the contract unit prices. St. Louis County shall also be responsible for 100 percent of the cost of overrun in St. Louis County's quantities and change orders applied to St. Louis County.
8. Duluth's cost participation shall be 100 percent of Duluth's quantities as provided in the plan and proposal at the contract unit prices. Duluth shall also be responsible for 100 percent of the cost of overrun in Duluth's quantities and change orders applied to Duluth. Duluth shall approve any change orders in writing.
9. Upon completion of the Project, Duluth shall pay to St. Louis County Duluth's obligation of the Project, plus the contract administration fee, within 35 days of receipt of an invoice from St. Louis County. 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.
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 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.
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.
15. 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.

St. Louis County:	City of Duluth:
Tanja Mattonen, PE (or successor)	Geoff Vukelich (or successor)
Assistant Traffic Engineer	Street Maintenance Manager
4787 Midway Rd	411 W 1 st St
Duluth, MN 55811	Duluth, MN 55802
218-625-3791	218-591-1237
mattonent@stlouiscountymn.gov	gvukelich@duluthmn.gov

16. This Agreement may be terminated only as follows:
 - a. At any time by mutual agreement of the parties;
 - b. By any party at any time upon 30 days notice in the event of default by a party, provided however that such termination shall not be effective if the defaulting party cures such default by the end of the 30-day notice period. In the event of such termination, St. Louis County and Duluth shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

CITY OF DULUTH

COUNTY OF ST. LOUIS

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

COUNTERSIGNED

By: _____
City Auditor

Date: _____

By: A.T. J. [Signature]
Deputy County Administrator – Public
Works & Transportation/Highway Engineer

Date: 9/2/25

APPROVED AS TO FORM

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:
