

Exhibit A

St. Louis County and City of Duluth
Professional Services to Support a Planning and Preliminary Engineering Process for
MSAS 110 (40th Ave West)
Related County Project Number: CP 0091-442363
City Project Number: 0847TR

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

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”, 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, CSAH 91 (40th Ave West), beginning at Grand Ave and ending at the railroad crossing (USDOT #251887W), is programmed to be reconstructed in 2026 and this project is further identified as CP 0091-442363, SP 069-691-034; and

WHEREAS, Duluth is planning a future reconstruction project for MSAS 110 (40th Ave West), beginning at Interstate 35 and ending at Grand Ave; and

WHEREAS, St. Louis County identified the need to complete a planning and preliminary engineering process for CSAH 91 (40th Ave West); and

WHEREAS, Duluth requested to participate in this planning and preliminary engineering process for MSAS 110 (40th Ave West); and

WHEREAS, St. Louis County 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 and Duluth 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 CSAH 91 (40th Ave West) and MSAS 110 (40th Ave West).
2. St. Louis County 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. St. Louis County shall cause the engineering consultant to provide invoices that account the professional services fees to St. Louis County and Duluth for their respective share of the professional services. **Exhibit A** includes a breakdown of the professional services fees for St. Louis County and Duluth.
4. St. Louis County's cost participation shall be 100 percent of St. Louis County's share of the professional services rendered by the engineering consultant.
5. Duluth's cost participation shall be 100 percent of Duluth's share of the professional services rendered by the engineering consultant.
6. Upon completion of the planning and preliminary engineering process, Duluth shall pay to St. Louis County 100 percent of Duluth's share of the professional services rendered by the engineering consultant within 35 days of receipt of an invoice from St. Louis County.
7. St. Louis County shall require the engineering consultant providing the professional services to name Duluth as an insured party in the amounts listed in the insurance requirements contained in the contract.
8. 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.
9. 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.
10. 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.

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. 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. 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. St. Louis County:

Victor Lund, PE, PTOE
Traffic Engineer
4787 Midway Road
Duluth, MN 55811
(218) 625-3873
lundv@stlouiscountymn.gov

b. Duluth:

Duncan Schwensohn, PE
Traffic Engineer
411 West 1st Street, Room 240
Duluth, MN 55802
(218) 730-5107
dschwensohn@duluthmn.gov

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CITY OF DULUTH

COUNTY OF ST. LOUIS

Mayor

Chair, County Board

Date

Date

City Clerk

Auditor

Date

Date

APPROVED AS TO FORM



Public Works Director/Highway Engineer

City Attorney

6/20/23

Date

Date

APPROVED AS TO FORM

Assistant County Attorney

Date

St. Louis County Contract Number

St. Louis County and City of Duluth
Professional Services to Support a Planning and Preliminary Engineering Process for
MSAS 110 (40th Ave West)
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Exhibit A

Agency	Description of Services	Fee
St. Louis County	Project Management	\$7,130.00
St. Louis County	Public Engagement	\$30,170.00
St. Louis County	Intersection Control Evaluation for CSAH 91 (40 th Ave West) at Grand Ave and CSAH 54 (Piedmont Ave) at 24 th Ave West	\$22,315.00
St. Louis County	Develop a new corridor layout for CSAH 91 (40 th Ave West)	\$17,910.00
City of Duluth	Develop a new corridor layout for MSAS 110 (40 th Ave West)	\$17,910.00
St. Louis County	Overhead Expenses	\$3,680.00
Total		\$99,115.00



Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: June 13, 2023 Resolution No. 23-317
Offered by Commissioner: McDonald

Cooperative Agreement with the City of Duluth to Provide Reimbursement for Professional Services to Support a Planning and Preliminary Engineering Process for MSAS 110 (40th Avenue West)

WHEREAS, County State Aid Highway (CSAH) 91 (40th Avenue West), beginning at Grand Avenue and ending at the railroad crossing (USDOT #251887W), is programmed to be reconstructed in 2026 and is further identified as CP 0091-442363, SP 069-691-034; and

WHEREAS, The City of Duluth is planning a future reconstruction project for Minnesota State Aid Street (MSAS) 110 (40th Avenue West) beginning at Interstate 35 and ending at Grand Avenue; and

WHEREAS, The Public Works Department identified the need to complete a planning and preliminary engineering process before beginning design of the CSAH 91 reconstruction project; and

WHEREAS, The City of Duluth requested to participate in this planning and preliminary engineering process for MSAS 110; 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 with the City of Duluth to provide reimbursement for professional services to support a planning and preliminary engineering process for MSAS 110 (40th Avenue West).

RESOLVED FURTHER, That this project is further identified as CP 0091-442363. Funds received from the City of Duluth will be receipted into Fund 220, Agency 220736, Object 551501.

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

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

Nays – None

Absent – Commissioner Musolf – 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 13th day of June, A.D. 2023, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 13th day of June, A.D., 2023.

NANCY NILSEN, COUNTY AUDITOR

By:


Clerk of the County Board/Deputy Auditor