

COOPERATIVE
AGREEMENT
BETWEEN
THE COUNTY OF ST. LOUIS
AND
THE CITY OF DULUTH
RELATED TO
THE DESIGN OF THE PROPOSED ROUNDABOUT AT CSAH 37 AND
GLENWOOD STREET

SP 069-637-025 (CP 0037-382899)

Prepared by the St. Louis County Highway Engineering Division

THIS AGREEMENT is made and entered into by and between the County of St. Louis, a duly organized county within the State of Minnesota, hereinafter referred to as the “County”, and the City of Duluth, hereinafter referred to as the “City”, a municipal corporation of St. Louis County, Minnesota.

WHEREAS, the County and City intend to jointly undertake the construction of a roundabout at the intersection of Glenwood Street and CSAH 37 in 2022 hereinafter the “Project”); and

WHEREAS, the Project has been assigned project number SP 069-637-025 (CP 0037-382899) by the County and project numbers SP 118-163-004 and SP 118-162-016 by the City; and

WHEREAS, a Consultant is needed to perform the design of the roundabout at the intersection of Glenwood Street & CSAH 37 and perform an Intersection Control Evaluation at the intersection of Woodland Avenue & Arrowhead Road and Woodland Avenue & Snively Road ; and

WHEREAS, the City and County have jointly selected WSB to perform the design of the roundabout and to perform the Intersection Control Evaluation; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The costs of the design work will be split 50-50 between the City and County which shall include the work in the proposal from WSB dated May 9, 2019, geotechnical work, and wetland delineation work for a total cost not to exceed \$250,000 (\$125,000 for the City and \$125,000 for the County).

2. The County shall perform the required topographic survey needed for design at no cost to the City.

3. The respective obligations relative to construction will be set forth in a separate Agreement.

4. 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 the County:

Steve Krasaway, P.E.
Public Works Department / Resident Engineer
4787 Midway Road
Duluth, MN 55811
(218) 625-3841

b. For the City:

Taryn Erickson
Engineer
411 W 1st Street- Room 211
Duluth, MN 55802

5. The County will submit invoices to the City concurrently with copies of the payments made to WSB. The City shall pay the County invoices within 35 days of receipt.

6. 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 end of the 30 day notice period.

2. Each of the parties hereto hereby agrees that it shall defend, indemnify and save harmless the other party and all of their employees and agents from any and all claims, demands actions or causes of action of whatever nature or character arising out of or by reason of their negligent or intentional acts or omissions in the execution or performance of the work provided herein.
3. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County, and not the City, and that 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 claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.
4. Any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City, and not the County, and that 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 claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the City.
5. 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; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

COUNTY OF ST. LOUIS

Chair of the County Board

By 
Public Works Director/Highway Engineer

Dated _____

APPROVED AS TO FORM AND EXECUTION:

County Auditor

By _____
Assistant County Attorney
Damion No.

CITY OF DULUTH

COUNTERSIGNED:

Mayor

By _____
City Clerk

(City Seal)

APPROVED AS TO FORM:

City Auditor

By _____
City Attorney



Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: July 9, 2019 Resolution No. 19-409
Offered by Commissioner: Jewell

**Agreement with the City of Duluth for the Design of the Proposed Roundabout
at County State Aid Highway (CSAH) 37 and Glenwood Street**

RESOLVED, That the St. Louis County Board authorizes an agreement, and any amendments approved by the County Attorney, with the City of Duluth for the design of the proposed roundabout at the intersection of CSAH 37 (Snively Road/Jean Duluth Road) and Glenwood Street located in the City of Duluth as part of CP 0037-382899, SP 069-637-025, whereby St. Louis County will pay 50% and the City of Duluth will pay 50% of the total cost of the design. The funds from the City of Duluth will be receipted into Fund 220, Agency 220556, Object 551501.

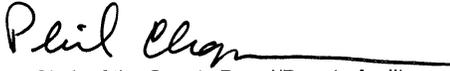
Commissioner Jewell moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Olson, McDonald, Jugovich, Nelson and Chair Boyle - 6
Nays – None

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 9th day of July, A.D. 2019, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 9th day of July, A.D., 2019.

NANCY NILSEN, COUNTY AUDITOR

By 
Clerk of the County Board/Deputy Auditor