

EXHIBIT A

St. Louis County (CP 0037-374805)
City of Duluth (1712)
Jean Duluth Road/Snively Road (CSAH 37) and Glenwood Street (MSAS 162)
Intersection Control Evaluation Study

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

Complete an Intersection Control Evaluation Study for the intersection of Jean Duluth Road/Snively Road (CSAH 37) and Glenwood Street (MSAS 162) located within the City of Duluth, Minnesota.

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, Duluth has received feedback from the public about concerns of traffic delay and traffic safety at the intersection of CSAH 37 (Jean Duluth Road/Snively Road) and Glenwood Street (MSAS 162), located within the City of Duluth; and

WHEREAS, Duluth and St. Louis County have determined that it is mutually desirable and justified to complete an Intersection Control Evaluation Study, which work hereinafter will be referred to as the "Project"; and

WHEREAS, St. Louis County and Duluth have agreed to participate in the costs of the study as hereinafter set forth.

THEREFORE, with regard to the Project, the parties hereby agree to the following:

1. Duluth shall prepare and release the request for proposals to qualified engineering consultants at its cost and expense. St. Louis County shall review and approve the request for proposals document prior to being released to engineering consultants.
2. Duluth and St. Louis County shall review proposals submitted by engineering consultants and mutually select the best consultant for the Project.
3. In the event that the authorized representative of either Duluth or St. Louis County, as provided for in Paragraph 8 below, reasonably determines that agreement on the form of the proposal document or on the selection of the consultant as provided for in Paragraphs 1 or 2 above, cannot be reached, said authorized representative may terminate this Agreement by giving Ten (10) days written notice to the other authorized representative.
4. Duluth shall award the contract for said Project to the selected engineering consultant, provided that the total amount authorized pursuant to said contract does not exceed \$25,000.00.
5. Duluth shall perform all necessary contract administration, and shall administer the terms of the contract from contract award to the certification of final payment at its cost and expense.
6. Duluth and St. Louis County shall each be responsible for 50 percent of the Project Cost.

7. St. Louis County shall pay to Duluth, within 30 days of certification of final payment, its share of the Project cost.
8. 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 St. Louis County:

James T. Foldesi, P.E. (or his successor)
Highway Engineer/Public Works Director
4787 Midway Road
Duluth, MN 55811
Phone: 218-625-3830
 - b. For Duluth:

Cindy Voigt, P.E. (or her successor)
City Engineer
411 West First Street
Duluth, MN 55802
Phone: 218-730-5200
9. To the fullest 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.

- THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK -

CITY OF DULUTH

By _____
Mayor

By _____
Clerk

Approved as to form:

By _____
City Attorney

COUNTY OF ST. LOUIS

By _____
County Board Chair

By _____
County Auditor

By  _____
Public Works Director/Highway Engineer

Approved as to form:

By _____
Assistant County Attorney

Damion No. 2017-11655



Resolution
of the
Board of County Commissioners

St. Louis County, Minnesota

Adopted on: December 12, 2017 Resolution No. 17-696

Offered by Commissioner: Boyle

**Agreement with the City of Duluth for an Intersection Control Evaluation Study –
CSAH 37 (Jean Duluth/Snively Roads) and Glenwood Street**

WHEREAS, The City of Duluth has received feedback from the public about concerns of traffic delay and traffic safety at the intersection of CSAH 37 (Jean Duluth/Snively Roads) and Glenwood Street, located in Duluth; and

WHEREAS, The city recently completed a turning movement count at this intersection and noted that the current traffic volume meets the minimum warrants for a traffic signal as prescribed by the Minnesota Manual of Uniform Traffic Control Devices; and

WHEREAS, The St. Louis County Public Works Department and City of Duluth have determined it is justified to complete an Intersection Control Evaluation Study to determine the best long term form of intersection control; and

WHEREAS, The county and city will share in the estimated maximum \$24,000 cost for this study at 50 percent each;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into an agreement, and any amendments approved by the County Attorney, with the City of Duluth to complete an Intersection Control Evaluation Study for the intersection of CSAH 37 (Jean Duluth/Snively Roads) and Glenwood Street, located in Duluth, this project further identified as CP 0037-374805;

RESOLVED FURTHER, That payment to the City of Duluth will be paid from Fund 200, Agency 200008, Object 626600.

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

Yeas – Commissioners Boyle, Olson, Rukavina, Stauber, Nelson, Jugovich and Chair Jewell – 7

Nays – None

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, DONALD DICKLICH, 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 12th day of December, A.D. 2017, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 12th day of December, A.D., 2017.

DONALD DICKLICH, COUNTY AUDITOR

By


Deputy Auditor/Clerk of the County Board