

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

Modify the Traffic Signal System at the intersection of County State Aid Highway No. 9 (East 4th Street) and Municipal State Aid Street No. 192 (6th Avenue East); Renovate the Traffic Signal System at the intersection of County State Aid Highway No. 9 (East 4th Street) and Municipal State Aid Street No. 152 (21st Avenue East); Replace the Roadway Lighting Systems on County State Aid Highway No. 9 (East 4th Street) between Municipal State Aid Street No. 192 (6th Avenue East) and County State Aid Highway No. 9 (Wallace Avenue); Install a Traffic Control Interconnection along County State Aid Highway No. 9 (East 4th Street) in Duluth, St. Louis County, Minnesota.

SP 069-609-040, CP 0009-147349

Prepared by the St. Louis County Traffic Engineering Division

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 County State Aid Highway No. 9 is hereinafter referred to as "East 4th Street" and "Wallace Avenue", Municipal State Aid Street No. 192 is hereinafter referred to as "6th Avenue East", and Municipal State Aid Street No. 152 is hereinafter referred to as "21st Avenue East"; and

WHEREAS, the traffic signal system at the intersection of East 4th Street and 6th Avenue East is hereinafter referred to as Traffic Signal System "A", and the traffic signal system at the intersection of East 4th Street and 21st Avenue East is hereinafter referred to as Traffic Signal System "B"; and

WHEREAS, it is justified and considered mutually desirable to modify Traffic Signal System "A" and renovate Traffic Signal System "B"; and

WHEREAS, it is justified and considered mutually desirable to remove the existing roadway lighting systems and install new roadway lighting systems on East 4th Street between 6th Avenue East and Wallace Avenue; and

WHEREAS, it is justified and considered mutually desirable to install a new traffic control interconnection between 6th Avenue East and Wallace Avenue; and

WHEREAS, the County has prepared a plan, hereinafter referred to as the "Plan", to complete these improvements, identified further as SP 069-609-040, CP 0009-147349, which improvements are hereafter collectively referred to as the "Project"; and

WHEREAS, Minnesota Statute 162.02, Subd. 8, requires approval of the Plan by the governing body of Duluth; and

WHEREAS, Minnesota Statute 162.17, Subd. 1, provides for an agreement for the division of costs and responsibilities to be borne by St. Louis County and Duluth; and

WHEREAS, St. Louis County and Duluth have agreed to participate in the cost, maintenance and operation of the traffic signal systems, traffic control interconnection and roadway lighting systems as hereinafter set forth.

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the aforementioned project that the parties hereby agree to the following:

1. St. Louis County shall prepare the Plan, together with the specifications, and proposal, which shall constitute "Preliminary Engineering", in accordance with the the Minnesota Department of Transportation "Standard Specifications for Construction" at its cost and expense.
2. St. Louis County shall take all actions necessary to prepare the Project for construction, including, but not limited to, the preparation of environmental statements as required by law, at its cost and expense.
3. St. Louis County shall perform the services to acquire all additional right-of-way and construction easements required for the Project in accordance with the Plan at its cost and expense.
4. St. Louis County, acting through the St. Louis County Highway Engineer, shall award the contract for the Project to the lowest responsible bidder in accordance with current Minnesota Statutes and specifications.
5. St. Louis County shall perform all necessary contract administration, construction engineering and staking, material testing, record keeping and construction inspection, including the preparation of record drawings, and shall administer the terms of the contract from contract award to the certification of final payment, which shall constitute "Engineering and Inspection", at its cost and expense.
6. Duluth shall approve the Plan as per Minnesota Statute 162.02, Subd. 8.
7. Duluth may but shall not be obligated to conduct periodic on-site inspections during the construction operation on the project, review materials and construction techniques being used in the work. Duluth agrees to report any observed deficiencies to St. Louis County immediately.
8. The amount of the contract as established as set forth in Paragraph 4 above shall constitute the actual "Construction Cost" and shall be so referred to hereinafter.
9. St. Louis County's cost participation shall be 100 percent of the Construction Cost of the items that constitute the traffic signal systems and roadway lighting systems.
10. Duluth's cost participation shall be 100 percent of the Construction Cost of the items that constitute the traffic control interconnection.
11. Duluth shall provide an adequate electrical power supply to the traffic signal service pads upon completion of Traffic Signal System "A" and Traffic Signal System "B" and shall provide the necessary electrical power for their operation at the cost and

expense of Duluth.

12. Duluth shall provide an adequate electrical power supply to the street light service pads upon completion of the roadway lighting systems and shall provide the necessary electrical power for their operation at the cost and expense of Duluth.
13. Upon completion of Traffic Signal System "A" and Traffic Signal System "B", it shall be Duluth's responsibility, at its cost and expense, to: (1) maintain the luminaires and all their components, including replacement of the luminaires if necessary; (2) relamp the traffic control signals; and (3) clean and paint the traffic control signals, cabinets and luminaire mast arm extensions. It shall be St. Louis County's responsibility, at its cost and expense, to maintain all pole mounted signing, and provide materials for all mast arm signing. Duluth shall install all mast arm signing on a reimbursable basis. And finally, it shall be St. Louis County's responsibility, at its cost and expense, to perform all other traffic signal system maintenance, including locating, to maintain and keep in repair said installations. The actual work is to be performed by Duluth on a reimbursable basis. Payment for such services will be reimbursed as defined by Section 17.
14. Upon completion of the Traffic Control Interconnection between 6th Avenue East and Wallace Avenue, it shall be Duluth's responsibility, at its cost and expense to: (1) ensure a proper connection of the interconnect cable to the appropriate terminals between the traffic signal systems; and (2) maintain the interconnect cable, including locating.
15. Upon completion of the roadway lighting systems, it shall be Duluth's responsibility, at its cost and expense to: (1) maintain the luminaires and all their components, including replacement of the luminaires if necessary; (2) clean and relamp the luminaires; (3) clean and paint the lighting units and cabinets; and (4) perform all other maintenance, including locating, to maintain and keep in repair said installation.
16. Upon completion of the traffic signal systems and all other construction work performed under the Contract, Duluth agrees to operate the traffic signal systems, including timing, as specified in this agreement. Timing of the traffic signal systems provided for herein shall be determined by Duluth's Traffic/Transportation Engineer.
17. Upon completion of the traffic signal system work and all other construction work performed under the Contract, St. Louis County shall be billed annually by Duluth for the actual costs of labor, material, equipment and overhead in maintaining and keeping in repair the traffic signal systems, including locating, as specified in this Agreement. Payment to Duluth shall be made by St. Louis County for such aforementioned costs within 30 days of submission by Duluth of an invoice to the St. Louis County Traffic Engineer itemizing said costs and certified by a responsible city official.

18. Either St. Louis County or Duluth may terminate the terms and conditions covering maintenance and operation contained in Paragraphs 11, 12, 13, 14, 15 and 16 upon providing thirty (30) days' notice to the other party. Duluth's termination must be accomplished by a resolution of the City Council. St. Louis County's termination must be accomplished by a resolution of the County Board.
19. 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:
James T. Foldesi, P.E. (or his successor)
Highway Engineer/Public Works Director
4787 Midway Road
Duluth, MN 55811
 - b. For the City:
James J. Benning II, P.E. P.T.O.E. (or his successor)
Public Works Director
411 W. 1st Street – Room 211
Duluth, MN 55802
20. 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.
21. 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.
22. 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.

23. 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.

COUNTY OF ST. LOUIS

By _____
County Board Chair

By _____
County Auditor

By _____
Public Works Director/Highway Engineer

Approved as to form:

By _____
County Attorney

CITY OF DULUTH

By _____
Mayor

Attest:

City Clerk Date

Countersigned:

By _____
City Auditor

Approved as to form:

By _____
City Attorney

By _____
Department Director

By _____
Purchasing Agent

Damion No. 2015-009631