

# EXHIBIT A

City of Duluth  
Austin Street Sealing  
City of Rice Lake and City of Duluth

COOPERATIVE  
AGREEMENT  
BETWEEN  
THE CITY OF RICE LAKE  
AND  
THE CITY OF DULUTH  
TO

Sealing of Austin Street from Chicago Avenue to Kolstad Avenue, in the City of Rice Lake and the City of Duluth, St. Louis County, Minnesota.

Prepared by the City of Duluth

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THIS AGREEMENT is made and entered into by and between the City of Rice Lake and the City of Duluth, hereinafter referred to as "Rice Lake" and "Duluth", both municipal corporations in St. Louis County, Minnesota.

WHEREAS, Austin Street lies on the border of Duluth and Rice Lake and each party is responsible for the maintenance of the portion of said street lying within its borders; and

WHEREAS Rice Lake intends to undertake a sealing project on its portion of Austin Street from Chicago Avenue to Kolstad Avenue; and

WHEREAS Duluth intends to undertake a sealing project on its portion of Austin Street from Chicago Avenue to Kolstad Avenue; and

WHEREAS, for the purposes of this Agreement, the term, " Sealing", shall have the meaning commonly ascribed to it in the road construction industry; and

WHEREAS, it is justified and mutually beneficial for Duluth and Rice Lake to jointly undertake the Project on their respective portions of Austin Street to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, for the purpose of this Agreement, the " Project" is defined as a project which will seal Austin Street between Chicago Avenue and Kolstad Avenue which is described in the plans prepared by St. Louis County for project # CP 0000-640920, a copy of which plans are on file in the office of the Duluth City Engineer as City Project No. 2032; and

WHEREAS, Rice Lake has entered into a Contract with the low bidder for construction of the Project through St. Louis County.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Rice Lake shall perform all construction engineering, staking, inspection, material certification and acceptance, measurement of all items, and all contract administration.
2. It is agreed that Duluth's portion of the costs of the Project shall be the amount set forth in Paragraph 5 below, which amount shall be payable as provided for in that Paragraph. Rice Lake will be responsible for all other costs. Rice Lake shall award the Contract for said Project to the lowest responsible bidder determined as provided for in Minnesota Statutes Section 471.345 in accordance with current specifications. Rice Lake shall enter into a construction contract for the construction of the Project.
3. Rice Lake shall take all actions necessary to prepare the Project for construction, including, but not limited to obtaining any and all applicable environmental permits as required by law, temporary storage sites, temporary or permanent easements, and site restoration at its cost and expense.
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 City of Rice Lake:

John Werner  
Mayor  
4107 W Beyer Road  
Rice Lake, MN 55803  
218-721-3778  
Clerk1@RiceLakeCityMN.com

b. For the City of Duluth:

Cindy Voigt  
City Engineer  
411 W 1st Street, Room 211  
Duluth, MN 55802  
218-730-5071  
cvoigt@duluthmn.gov

5. Duluth shall pay Rice Lake one-half of the construction costs of the Project incurred by Rice Lake and provided that Duluth's payment obligations under this Agreement shall not in any event exceed the amount of \$7,000 payable from Street System Maintenance Utility 290, Public Works and Utilities 500, Non-Capital Improvements 5535. Duluth shall make final payment to Rice Lake after substantial completion of the project. Payment shall be transmitted to Rice Lake from Duluth within 35 days of the date that the statement of final contract quantities is approved by the Contractor.
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. In the event of such termination, Rice Lake and Duluth shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.
7. Each of the parties hereto hereby agrees that it shall defend, indemnify and save harmless the other parties 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.

8. Any and all employees of Rice Lake, while engaged in the performance of any work or service which Rice Lake is specifically required to perform under this Agreement, shall be considered employees of Rice Lake, and not Duluth, 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.
9. 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, and not Rice Lake, 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 Duluth.
10. 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.

CITY OF RICE LAKE

COUNTERSIGNED:

\_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk-Treasurer

(City Seal)

CITY OF DULUTH

COUNTERSIGNED:

\_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

(City Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Auditor

By \_\_\_\_\_  
City Attorney