

COOPERATIVE AGREEMENT
BETWEEN

ST. LOUIS COUNTY
AND
CITY OF DULUTH

THIS AGREEMENT, hereinafter referred to as the “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 “City of Duluth”.

WITNESSETH:

WHEREAS, St. Louis County intends to undertake a Maintenance Striping project to maintain pavement markings on various county highways (CP 0000-880034), hereinafter referred to as the “Project”; and

WHEREAS, City of Duluth has requested to participate in the Project to maintain pavement markings on their city streets; and

WHEREAS, St. Louis County and City of Duluth have each determined the locations, quantities and types of pavement markings on their respective highways and roads; and

WHEREAS, St. Louis County shall prepare a contract for the construction of the Project as provided for below, intended for letting and construction as a single, unitary construction project in 2027 (the “Contract”), and it is justified and mutually beneficial for City of Duluth and St. Louis County to combine these projects to mutually benefit from economies of scale, mobilization, and contract administration; and

WHEREAS, St. Louis County will advertise, bid, and enter into a contract with the low responsible bidder for construction of the Project.

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

1. St. Louis County shall prepare the plans, specifications, proposal and engineer’s estimate for the Project in accordance with the 2025 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”. St. Louis County shall include the plans and specifications in the proposed bid package, from which the costs for City of Duluth will be

determined by the bid prices in accordance with the terms of the proposal.

2. City of Duluth shall provide St. Louis County with the required quantities and types of pavement markings that will be placed within City of Duluth. St. Louis County shall incorporate said information into the plan and proposal.
3. After contract letting, and prior to contract award, St. Louis County will provide City of Duluth with an abstract of all bids received. St. Louis County will award the Contract if the low bid is no more than 20 percent over the engineers estimate for City of Duluth's portion of the Project, without further approval from City of Duluth. 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.
4. St. Louis County shall perform all necessary contract administration and shall administer the terms of the contract from contract award to the certification of final payment. City of Duluth shall pay to St. Louis County a flat fee in the amount of \$500.00 for contract administration services rendered by St. Louis County for City of Duluth under this Agreement.
5. St. Louis County shall perform all record keeping and construction inspection for quantities associated with St. Louis County's portion of the Project in accordance with the plan and proposal.
6. City of Duluth shall perform all record keeping and construction inspection for quantities associated with City of Duluth's portion of the Project in accordance with the plan and proposal and shall report any observed deficiencies or discrepancies to St. Louis County immediately.
7. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal at the contract unit prices. St. Louis County shall also be responsible for 100 percent of the cost of overrun in St. Louis County's quantities and change orders applied to St. Louis County.
8. City of Duluth's cost participation shall be 100 percent of City of Duluth's quantities as provided in the plan and proposal at the contract unit prices. City of Duluth shall also be responsible for 100 percent of the cost of overrun in City of Duluth's quantities and change orders applied to City of Duluth. City of Duluth shall approve any change orders in writing.
9. Upon completion of the Project, City of Duluth shall pay to St. Louis County City of Duluth's obligation of the Project, plus the contract administration fee, within 35 days of receipt of an invoice from St. Louis County. If any funds are received by St. Louis County in excess of the Project and administrative costs, they will

be returned to City of Duluth without interest.

10. In the even that City of Duluth takes any action, except as authorized by this Agreement, that results in lost time or efficiency or a delay of completion of the County's construction of the Project, City of Duluth shall bear the full financial responsibility for any claims or causes of action arising therefrom.
11. St. Louis County shall require all contractors and subcontractors performing work for the Project to name City of Duluth as an insured party in the amounts listed in the insurance requirements contained in the contract.
12. City of Duluth shall indemnify, hold harmless and defend St. Louis County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which St. Louis County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of City of Duluth, its agents, servants or employees, in the execution, performance, or failure to adequately perform City of Duluth's obligations pursuant to this Agreement.
13. St. Louis County shall indemnify, hold harmless and defend City of Duluth, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which City of Duluth, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of St. Louis County, its agents, servants or employees, in the execution, performance, or failure to adequately perform St. Louis County's obligations pursuant to this Agreement.
14. 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.

<u>City of Duluth:</u>	<u>St. Louis County:</u>
Geoff Vukelich (or successor)	Tanja Mattonen, PE (or successor)
Street Maintenance Manager	Assistant Traffic Engineer
411 W 1 st St	4787 Midway Rd
Duluth, MN 55802	Duluth, MN 55811
218-591-1237	218-625-3791
gvukelich@duluthmn.gov	mattonent@stlouiscountymn.gov

15. 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 City 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.

16. Any and all employees of City of Duluth, while engaged in the performance of any work or service which City of Duluth is specifically required to perform under this Agreement, shall be considered employees of City 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 City of Duluth.
17. 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.
18. 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 the end of the 30-day notice period. In the event of such termination, St. Louis County and City of Duluth shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

CITY OF DULUTH

By: _____
City Mayor

Date: _____

By: _____
City Clerk

Date: _____

By: _____
City Auditor

Date: _____

APPROVED AS TO FORM AND
EXECUTION:

By: _____
City Attorney

Date: _____

COUNTY OF ST. LOUIS

By: _____
Deputy County Administrator – Public
Works & Transportation/Highway Engineer

Date: _____

APPROVED AS TO FORM AND
EXECUTION:

By: _____
Assistant County Attorney

Date: _____

Saint Louis County Contract Number:
