

**COOPERATIVE AGREEMENT
BETWEEN**

**ST. LOUIS COUNTY,
CITY OF EVELETH
AND
ROCK RIDGE PUBLIC SCHOOLS DISTRICT**

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”, the CITY OF EVELETH, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “Eveleth”, and the ROCK RIDGE PUBLIC SCHOOLS DISTRICT, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as “Rock Ridge Schools”.

WITNESSETH:

WHEREAS, St. Louis County is leading a project to construct CSAH 142 (Progress Parkway), hereinafter referred to as the “Project” and further identified as CP 0142-592214, SAP 069-742-004; and

WHEREAS, the Project will include construction of city utilities adjacent to CSAH 142 (Progress Parkway) and a school roadway to connect CSAH 142 (Progress Parkway) to the Rock Ridge Schools campus; and

WHEREAS, St. Louis County, Eveleth and Rock Ridge Schools will participate in the Project costs as hereinafter set forth; and

WHEREAS, St. Louis County, Eveleth and Rock Ridge Schools will be responsible for ownership and maintenance of improvements completed under the Project as hereinafter set forth.

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

1. St. Louis County shall prepare the plan, specifications, proposal and engineer’s estimate for the portion of the Project that includes construction of CSAH 142 (Progress Parkway) and the school roadway in accordance with the 2025 Edition of the Minnesota Department of Transportation “Standard Specifications for Construction”.
2. Eveleth shall prepare the plan, specifications, proposal and engineer’s estimate for the portion of the Project that includes the city utilities and sanitary sewer lift station. St. Louis County is responsible for the design engineering costs for the in-kind replacement of the sanitary sewer lift station.

3. St. Louis County shall acquire the right-of-way necessary to construct CSAH 142 (Progress Parkway), the sanitary sewer lift station and the school roadway. Both Eveleth and Rock Ridge Schools will provide the necessary right-of-way to construct CSAH 142 (Progress Parkway) and the school roadway from their respective parcels to St. Louis County at no cost. Eveleth shall acquire any additional right-of-way necessary to construct the city utilities.
4. St. Louis County shall be responsible for environmental documentation and preparation and submittal of environmental permits for the Project. St. Louis County shall also be responsible for the cost of environmental permits and wetland credits necessary for the Project.
5. The plans, specifications and proposals will be combined to constitute the Project. St. Louis County shall open bids for the Project and provide Eveleth with an abstract of all bids received. Eveleth shall promptly review the bid information and provide concurrence. St. Louis County shall award the contract for said Project to the lowest responsible bidder in accordance with current Minnesota Statutes.
6. 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 for the Project.
7. St. Louis County shall perform construction engineering including record keeping and construction inspection for the portion of the Project that includes construction of CSAH 142 (Progress Parkway) and the school roadway in accordance with the plan and proposal.
8. Eveleth shall perform construction engineering including record keeping and construction inspection for the portion of the Project that includes the city utilities and sanitary sewer lift station in accordance with the plan and proposal. St. Louis County is responsible for the construction engineering costs for the in-kind replacement of the sanitary sewer lift station.
9. St. Louis County may make changes to the plans and contract for the Project and will enter into any necessary addenda and change orders with the contractor that are necessary to cause the Project construction to be performed and completed in a satisfactory manner. St. Louis County will obtain approval in writing from Eveleth of any proposed addenda and change orders that impact the city utilities and sanitary sewer lift station. St. Louis County will obtain approval in writing from Rock Ridge Schools of any proposed addenda and change orders that impact the school roadway.
10. Eveleth may request additional work or changes to the plans and contract for the portion of the Project that includes the city utilities and sanitary sewer lift station. Such request will be made in writing by Eveleth to St. Louis County and St. Louis County will cause the additional work or plan changes to be made.

11. Rock Ridge Schools may request additional work or changes to the plans and contract for the portion of the Project that includes the school roadway. Such request will be made in writing by Rock Ridge Schools to St. Louis County and St. Louis County will cause the additional work or plan changes to be made. Requests made by Rock Ridge Schools are not binding on St. Louis County. St. Louis County reserves the right to not implement the requested changes based on constructability and cost.
12. The school roadway construction will be available for inspection by Rock Ridge Schools. If Rock Ridge Schools believes the construction has not been properly performed or that the construction is defective, Rock Ridge Schools will inform St. Louis County in writing of those defects. Any recommendations made by Rock Ridge Schools are not binding on St. Louis County. St. Louis County will have the exclusive right to determine whether the contractor has satisfactorily performed the construction of the school roadway.
13. Upon completion of the Project, Eveleth will accept ownership and provide maintenance of the following Project components:
 - a. City utilities.
 - b. Sanitary sewer lift station.
 - c. Trail lighting systems. See Exhibit A for the location of the trail lighting units. Maintenance includes replacement of luminaires and replacing lighting units that are knocked down.
 - d. City utility road that connects CSAH 149 (Industrial Park Dr) to CSAH 142 (Progress Parkway).
 - e. Benches, waste receptacles and other amenities placed on the concrete pads adjacent to the paved trail on CSAH 142 (Progress Parkway).
 - f. Pavilion structure placed on a concrete pad adjacent to the paved trail on CSAH 142 (Progress Parkway).
14. Upon completion of the Project, Rock Ridge Schools will accept ownership and provide maintenance of the following Project components:
 - a. School roadway including the sidewalk, traffic signs and pavement markings.
 - b. School roadway lighting system. See Exhibit A for the location of the lighting unit. Maintenance includes replacement of luminaires and replacing lighting units that are knocked down.
 - c. Storm sewer and culvert facilities constructed for the benefit of the school roadway.
15. Upon completion of the Project, St. Louis County will accept ownership and provide maintenance of the following Project components:
 - a. CSAH 142 (Progress Parkway) roadway including the paved trail and adjacent concrete pads, aggregate surfaced ATV/snowmobile trail, traffic signs and pavement markings.
 - b. Intersection lighting systems installed along CSAH 142 (Progress Parkway) at the intersections of MNTH 37, Station 44 Rd and Wolverine Way. See Exhibit A for the location of the intersection lighting units. Maintenance includes replacement of luminaires and replacing lighting units that are knocked down.
 - c. Storm sewer and culvert facilities constructed for the benefit of CSAH 142 (Progress Parkway).

St. Louis County, City of Eveleth and Rock Ridge Public Schools District
Construction of CSAH 142 (Progress Parkway), City Utilities and School Roadway
CP 0142-592214, SAP 069-742-004

16. St. Louis County will provide electrical power to the lighting systems as part of the construction. St. Louis County, Eveleth and Rock Ridge Schools shall each pay the monthly electrical service expenses necessary to operate their respective lighting systems upon completion of the construction. Exhibit A defines the ownership of the lighting systems.
17. St. Louis County's and Eveleth's share of the Mobilization, Traffic Control and Erosion Control Supervisor items for the Project shall be equal to their proportionate share of the total estimated cost of the remainder of the pay items in the plans.
18. Eveleth's cost participation shall be 100 percent of Eveleth's quantities as provided in the plan and proposal at the contract unit prices for the Project. Eveleth shall also be responsible for 100 percent of the cost of overrun in Eveleth's quantities and change orders applied to Eveleth for the Project.
19. Rock Ridge Schools will not have any cost participation for the Project.
20. 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 for the Project. 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 for the Project.
21. Eveleth shall pay to St. Louis County, upon award of the contract, 95 percent of Eveleth's obligation as contained in the awarded contractor's bid, within 35 days of receipt of an invoice from St. Louis County.
22. Upon completion of the Project, Eveleth shall pay to St. Louis County Eveleth's remaining obligation of the Project 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, they will be returned to Eveleth without interest.
23. The recitals are incorporated into this Agreement.
24. St. Louis County shall require all contractors and subcontractors performing work for said Project to name Eveleth and Rock Ridge Schools as additional insured parties in the amounts listed in the insurance requirements contained in the contract.
25. 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.

St. Louis County, City of Eveleth and Rock Ridge Public Schools District
Construction of CSAH 142 (Progress Parkway), City Utilities and School Roadway
CP 0142-592214, SAP 069-742-004

26. 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 purposed of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
27. Any and all employees of Eveleth, while engaged in the performance of any work or service which Eveleth is specifically required to perform under this Agreement, shall be considered employees of Eveleth 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 Eveleth.
28. Any and all employees of Rock Ridge Schools, while engaged in the performance of any work or service which Rock Ridge Schools is specifically required to perform under this Agreement, shall be considered employees of Rock Ridge Schools 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 Rock Ridge Schools.
29. 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 Eveleth. 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.
30. 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.

St. Louis County, City of Eveleth and Rock Ridge Public Schools District
Construction of CSAH 142 (Progress Parkway), City Utilities and School Roadway
CP 0142-592214, SAP 069-742-004

St. Louis County:	Eveleth:
Victor Lund (or successor)	Pat Oman (or successor)
Traffic Engineer	City Administrator
St. Louis County Public Works	City of Eveleth
4787 Midway Road	413 Pierce Street
Duluth, MN 55811	Eveleth, MN 55734
218-625-3873	218-744-7563
lundv@stlouiscountymn.gov	poman@eveleth.gov
Rock Ridge Public Schools District:	
Noel Schmidt (or successor)	
Superintendent	
Rock Ridge Public Schools District	
1405 Wolverine Way	
Virginia, MN 55792	
218-735-3500	
noel.schmidt@rrps.org	

31. This Agreement may be terminated only as follows:

- a. At any time by mutual agreement of the parties.
- b. By any party upon 30 days notice if the funding is not approved by any governmental entity other than St. Louis County, Eveleth or Rock Ridge Schools.
- c. 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 Eveleth shall be entitled to pro-rata payment for work and services performed up to the effective date of such termination.

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CITY OF EVELETH

ST. LOUIS COUNTY

Mayor

Deputy County Administrator – Public
Works & Transportation/Highway Engineer

Date

Date

City Clerk

County Board Chair

Date

Date

**ROCK RIDGE PUBLIC SCHOOLS
DISTRICT**

County Auditor

School Board Chair

Date

Date

APPROVED AS TO FORM

Superintendent

Assistant County Attorney

Date

Date

Saint Louis County Contract Number:

Exhibit A (Page 1 of 5)

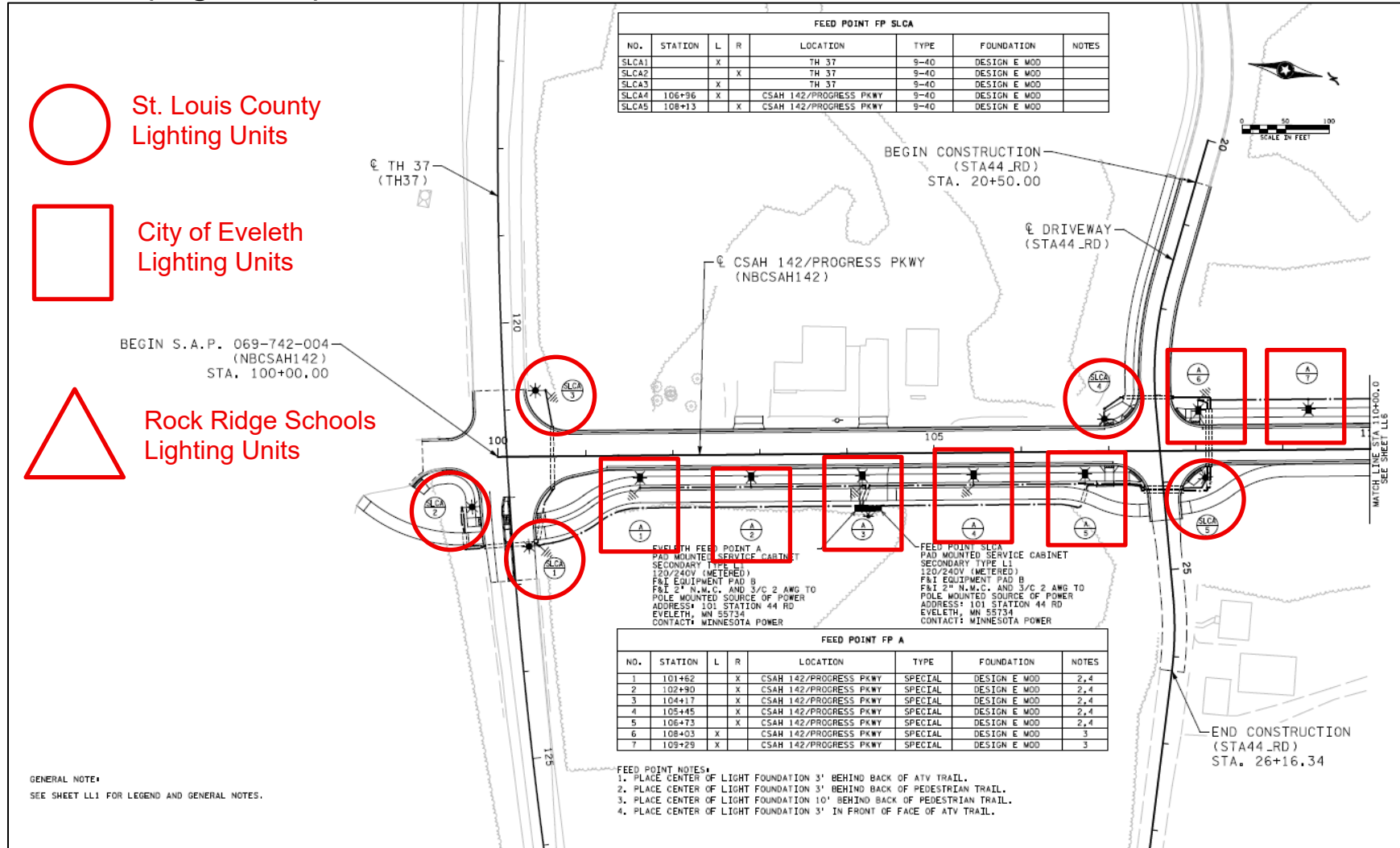


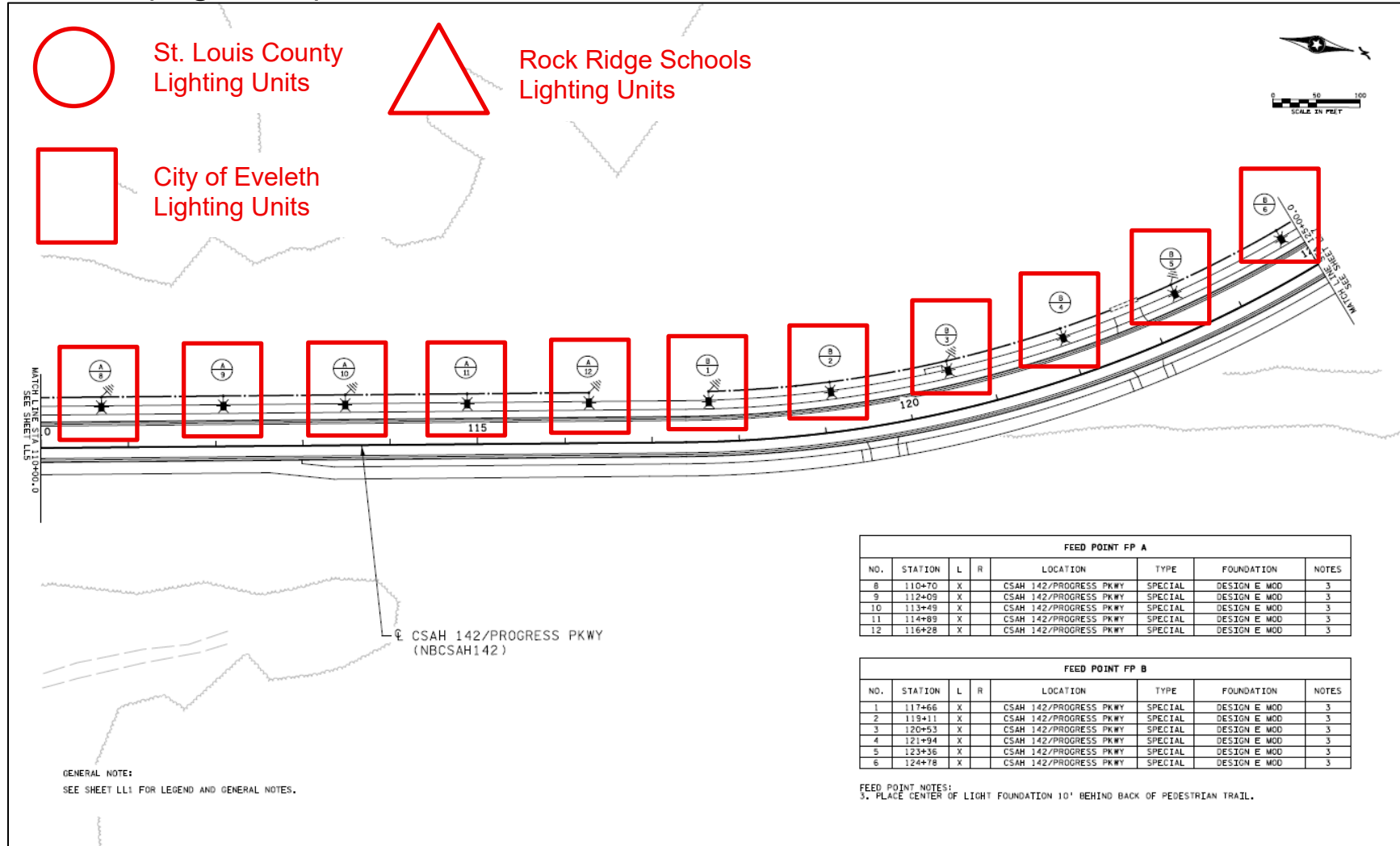
Exhibit A (Page 2 of 5)

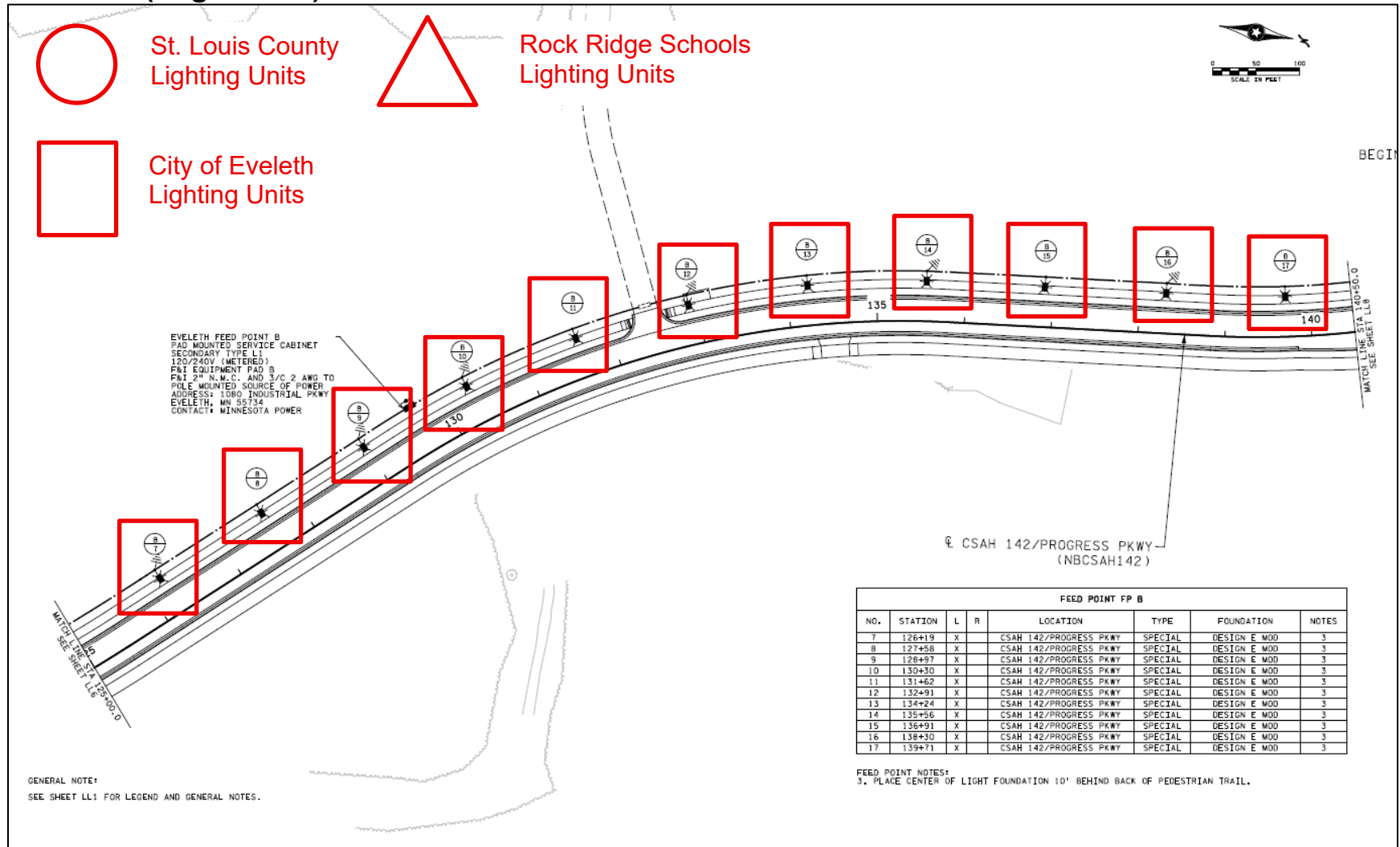
Exhibit A (Page 3 of 5)

Exhibit A (Page 4 of 5)

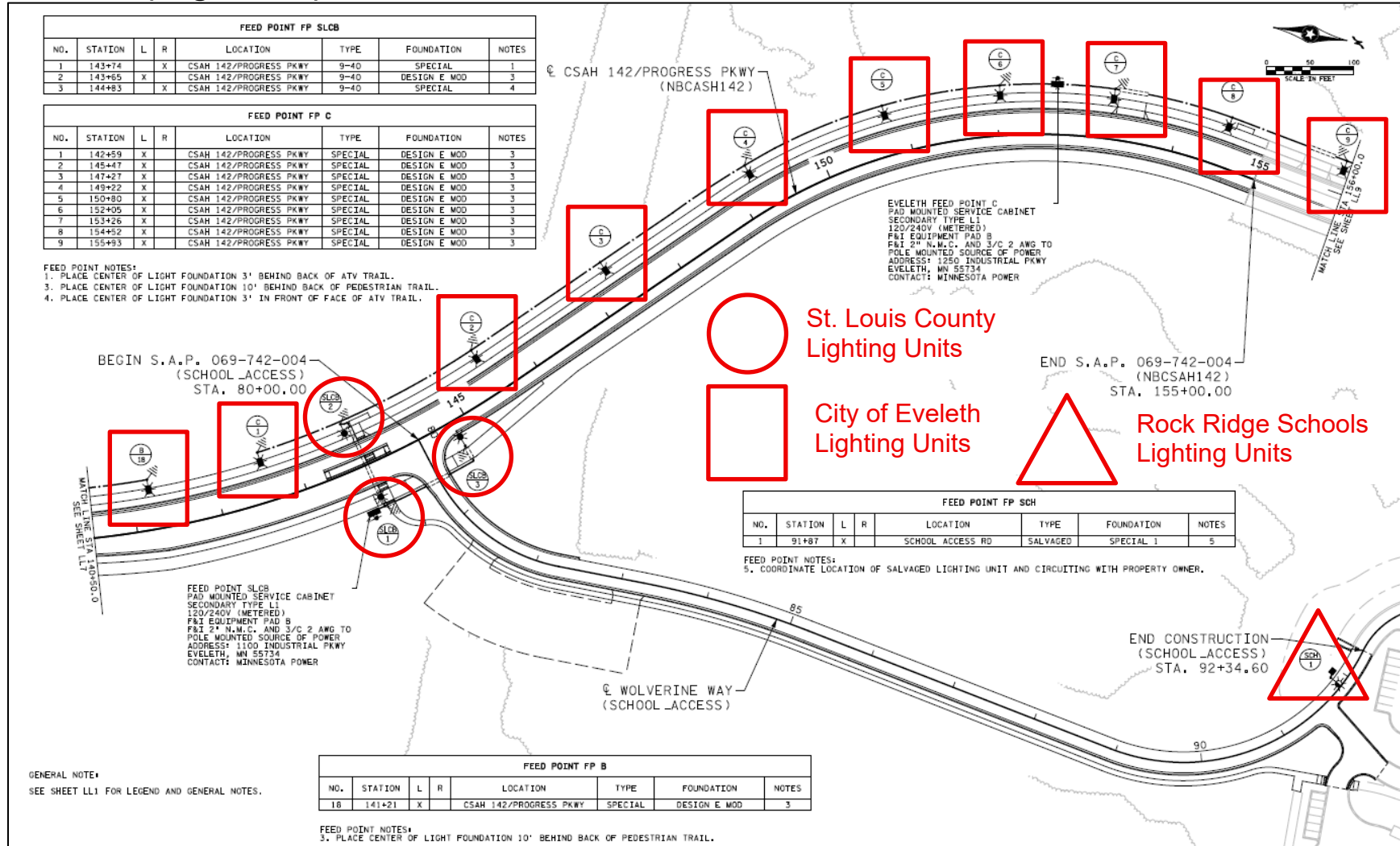


Exhibit A (Page 5 of 5)

