

MEMORANDUM OF UNDERSTANDING

BETWEEN GREENBUSH MIDDLE RIVER SCHOOL DISTRICT #2683 AND ROSEAU COUNTY REGARDING GREENBUSH SCHOOL PARKING LOT PAVING PROJECT

This Agreement is made and entered into by and between the GMR SCHOOL DISTRICT #2683, under the laws of the State of Minnesota hereinafter referred to as the “District”, and ROSEAU COUNTY, State of Minnesota hereinafter referred to as the “County”, and collectively referred to as the “parties.” The parties enter into this Agreement as of the date of execution by both parties, for the purposes and under the terms contained herein.

WHEREAS Minnesota Statute Section 471.59 provides for cooperation between governmental units.

WHEREAS the parties are responsible for the construction and maintenance of parking lots, highways, roads, streets, bridges and ditches and it is in the public interest for the parties to cooperate and to reduce duplicative activities.

WHEREAS the purpose of this Agreement This agreement is to create a framework for roles and responsibilities between the County and the District, regarding parking lot paving for the Greenbush School, the “Site”.

WHEREAS, the District would like their parking lot paving project bid with the 2022 County paving projects. The District is in favor of combining the Greenbush School Parking Lot Paving with the County Paving Projects to reduce cost liability.

NOW, THERERFORE, in consideration of the mutual covenants contained herein it is agreed as follows:

1. County Obligation.
 - a. County will prepare the project plans and specifications for the joint project incorporating both the County and District project information. The County shall submit the plans to the MnDOT Office of State Aid for approval.
 - b. County will advertise and receive bids for the project. Prior to awarding the bid, the County Engineer shall request the State Aid Engineer to concur with the selection of the lowest responsible bidder and of the proposed project cost.
 - c. County will make all contractor payments and be responsible for the administration of the project.
2. District Obligation.
 - a. District will ensure that the proper documentation is available for payments and reimbursements.
 - b. District shall be responsible for the inspection of their portion of the work, unless the District contracts the County to perform inspections, through a separate agreement therefore
 - c. District shall communicate with the public regarding construction at the Site and shall be responsible for alternative parking during the construction period.
 - d. District shall be responsible for safety and liability concerns for construction on Site at the District.

3. County is not liable for deficient work, project warranty for construction on Site at the District.
4. Upon completion of the project, the County shall invoice the District for their share of the construction and engineering costs of the project at the Site.
5. **Acknowledgment.** The parties acknowledge that they have read, understand and accept this Agreement and this agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF the District has caused this Agreement to be executed by its Chairperson/Superintendent by the authority of its governing body by a duly adopted resolution on

This the 21st day of March, 2022

Roseau County has caused this Agreement to be executed by its Chairperson and the County Auditor-Recorder pursuant to the authority of the Board of Commissioners by motion adopted on:

This the _____ day of _____, 2022.

CITY OF ROSEAU

ROSEAU COUNTY

By: /s/ Shane Kilen
Chairperson

By: _____
Board of Commissioners Chair

By: /s/ Larry Guggisberg
Superintendent

Attest: _____
County Administrator

And: _____
County Auditor-Recorder

Approved as to form:

County Attorney/Date