



# Board of County Commissioners Agenda Request

**2K**

Agenda Item #

**Requested Meeting Date:** 5-12-15

**Title of Item:** Cooperative Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer		<b>Estimated Time Needed:</b> NA
<b>Summary of Issue:</b> During the upcoming construction season, a federally-funded Chevron-signing project will take place in Aitkin, Itasca, Carlton, and Lake County. Itasca County has taken the lead on this project and they would like the attached Cooperative Agreement to be in place with the counties involved. Essentially, each county is paying the cost of the signs installed in their county, with a \$500 administrative fee paid by each of the counties to Itasca County to cover their contract administration costs.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve by motion.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 500 plus 20% of the signage cost Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No    Please Explain:		

Legally binding agreements must have County Attorney approval prior to submission.

**COOPERATIVE AGREEMENT  
BETWEEN**

**AITKIN COUNTY  
CARLTON COUNTY  
ITASCA COUNTY  
LAKE COUNTY**

**FOR THE INSTALLATION OF  
CHEVRON SIGNS**

THIS AGREEMENT, hereinafter referred to as the "Agreement," is between the COUNTY OF AITKIN, a duly organized county within the State of Minnesota, hereinafter referred to as "Aitkin County", the COUNTY OF CARLTON, a duly organized county within the State of Minnesota, hereinafter referred to as "Carlton County", the COUNTY OF ITASCA, a duly organized county within the State of Minnesota, hereinafter referred to as "Itasca County", and the COUNTY OF LAKE, a duly organized county within the State of Minnesota, hereinafter referred to as "Lake County".

**WITNESSETH:**

WHEREAS, the Minnesota Department of Transportation has secured federal funding for counties in District 1 for a joint highway safety improvement project to install chevron signs in 2015; and

WHEREAS, the participating counties in this project are Aitkin County, Carlton County, Itasca County, and Lake County; and

WHEREAS, each participating county has determined the locations and quantities of chevron signs for its highways; and

WHEREAS, this work shall be completed under the project hereafter identified as "Multi-County Chevron Signing" (SP 088-070-046).

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

1. Itasca County shall prepare the Plan, specifications, and engineer's estimate for said project in accordance with the 2014 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction."
2. Aitkin County, Carlton County, and Lake County shall provide Itasca County with the required locations and quantities for work within their respective counties. Itasca

County shall incorporate said information into the Plan and proposal.

3. Itasca County, acting through the Itasca County Highway Engineer, shall award the contract for said project, hereinafter referred to as the "Contract," to the lowest responsible bidder in accordance with current Minnesota Statutes and specifications.
4. Itasca County shall perform all necessary Contract administration, and shall administer the terms of the Contract from Contract award to the certification of final payment.
5. Itasca County shall perform all record keeping and construction inspection for quantities associated with Itasca County's portion of the project in accordance with the Plan.
6. Representatives from Aitkin County, Carlton County, and Lake County shall perform all record keeping and construction inspection for quantities associated with their respective county's portion of the project in accordance with the Plan and shall report any observed deficiencies or discrepancies to Itasca County immediately.
7. The participating counties have obtained Federal funding in the amount of \$209,520.00, which is anticipated to equal 90 percent of the total project cost. Federal funding for this project has been capped at this amount. The Federal funding will be equally distributed on a per sign basis to each participating county, which will constitute the Federal share. Each participating county will be responsible for the remaining cost per sign included in their county's portion, which will constitute the local share. The local share is anticipated to be 10 percent. Each participating county shall be responsible for 100 percent of the cost of overrun for items in that county's group.
8. Upon the awarding of the Contract, the actual local share obligation for each participating county shall be based upon the Contract unit prices as contained in the successful Contractor's bidding documents. Aitkin County, Carlton County, and Lake County shall each pay to Itasca County, within 30 days after award of Contract, an amount equal to 95 percent of their county's actual local share obligation.
9. Aitkin County, Carlton County, and Lake County shall each pay to Itasca County, within 30 days of certification of final payment, the remaining balance of their county's local share obligation. If any funds are received by Itasca County in excess of the project and administrative costs, they will be returned to the county that overpaid, without interest.
10. Aitkin County, Carlton County, and Lake County shall each pay to Itasca County, within 30 days of certification of final payment, a flat fee in the amount of \$500.00 for Contract administration services rendered by Itasca County to each of the participating

counties under this Agreement.

11. Itasca County shall require all Contractors and Subcontractors performing work for said project to name Aitkin County, Carlton County, and Lake County as an insured parties in the amounts listed in the insurance requirements contained in the Contract.
12. Each participating county shall be liable for its own acts to the extent provided by law, and each participating county 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 participating county, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

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.

IT IS FURTHER AGREED, that any and all employees of the respective participating counties in this Agreement, while engaged in the performance of any work or service which that county is specifically required to perform under this Agreement, shall be considered employees of that respective participating county only and not of any other participating county in this Agreement. 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 their respective county.

COUNTY OF AITKIN

By \_\_\_\_\_  
County Board Chair

By \_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
County Highway Engineer

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Attorney

SP 088-070-046

COUNTY OF CARLTON

By \_\_\_\_\_  
County Board Chair

By \_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
County Highway Engineer

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Attorney

COUNTY OF LAKE

By \_\_\_\_\_  
County Board Chair

By \_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
County Highway Engineer

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Attorney

SP 088-070-046

COUNTY OF ITASCA

By \_\_\_\_\_  
County Board Chair

By \_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
County Highway Engineer

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Attorney

*Drafted by: MP  
April 13, 2015*