



WRIGHT COUNTY
MINNESOTA

WRIGHT COUNTY
DEPARTMENT OF HIGHWAYS

FUNDING PARTICIPATION AND CONSTRUCTION AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT COUNTY
and
THE TOWNSHIP OF MAPLE LAKE

for

CONSTRUCTION OF IMPROVEMENTS FOR:

73rd Street NW & 85th Street NW (Maple Lake Township Roads)

STATE PARK ROAD ACCOUNT PROGRAM
S.A.P 086-600-009

January 14, 2021

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Wright, Minnesota, acting by and through its County Board of Commissioners, hereinafter referred to as the "County," and the Township of Maple Lake, Minnesota, acting by and through its Town Board, hereinafter referred to as the "Township,"

WITNESSETH:

WHEREAS, the Township was successful, with the support from the County, in receiving a State Park Road Account grant for improvements to 73rd Street NW and 85th Street NW in the Township. The project grant amount is \$459,948.41, and will be administered under the State Park Road Fund as described in the Minnesota Statutes Chapter 162.06, Subdivision 5, as amended by Laws of 2009 Chapter 168.52, and

WHEREAS, these laws require projects using this funding source to be administered by the County, and

WHEREAS, the project scope includes the following, located within the corporate limits of Maple Lake Township:

- 73rd Street NW – reconstruction, widening and paved surfacing from CSAH 8 to the Lake Mary public access (0.41 miles)
- 85th Street NW – reconstruction, widening, and aggregate surfacing from the Maple Lake Wildlife Management Area to County Road (CR) 106 (approx. 0.87 miles).

WHEREAS, a Cooperative Agreement between the County and the Township outlines the responsibilities and financial commitments for the proposed project.

NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

Article 1

The Township (township's consultant engineer) will prepare plans and specifications for the project in accordance with State Park Road Account standards/requirements. Plans will be subject to review and approval by the County Engineer's office and the MnDOT Office of State Aid. The township's (township engineer) design responsibilities include preliminary design, permitting, final design, soils investigation, advertising, contract documents, preconstruction items, project inspection/testing, preparing partial pay vouchers for payment by the County, and other miscellaneous items necessary for a complete job. The Township (township engineer) shall certify that all work has been completed in accordance with the plans and specifications for the County to authorize final payment on the project. The Township agrees to contribute the local construction cost share amount and any amount over \$459,948.41 provided by the grant for the project. Wright County will not contribute any funds for the construction cost of the project.

Article 2

The County will administer the contract for this project. These responsibilities include awarding the contract at a County Board meeting, making partial payments and facilitating reimbursement of State Park Road Account (SPRA) funds to the township. These administrative costs will be covered by Wright County.

Article 3

It is agreed, that upon receiving the bids and awarding the contract, the Township shall deposit with the County the local share of the construction costs, if needed (in the case that the amount the low bid is over the \$459,948.41 grant amount of the project). The Township further agrees to the following stipulations which are placed on projects utilizing the State Park Road Account.

1. DNR State Park Road Account funds pay up to \$459,948.41 (and right-of-way costs are reimbursable cost).
2. If the low bid for construction is more than the grant amount, the Township shall request to the State DNR an adjustment to their appropriation.
3. If the low bid is more than the grant amount, and the State DNR does not increase their appropriation, the Township shall provide the local share which is the amount of low bid over the grant amount, or the Township can choose to reject all bids for the project.
4. Over-runs to the construction contract are the responsibility of the Township unless additional funding has been received from the DNR. Wright County will not contribute any funds for the construction cost of the project.
5. Right of Way acquisition costs are a reimbursable expense in accordance with the SPRA grant award letter. The Township is responsible for all right-of-way acquisition needed to construct the improvements.
6. Design and construction engineering services will be provided by the township engineer hired by the Township.

Article 4

The Township (township engineer) shall be responsible for the daily inspection of the project in accordance with the plans and specifications, including the following:

1. Prepare and submit required reports to DNR and MnDOT State Aid Office (i.e., change in construction status, weekly construction diaries, change orders, and supplemental agreements).
2. Inspect all materials and construction practices in accordance with MnDOT/DNR specifications.

Article 5

Upon completion of the work, the Township (township engineer) shall submit a certificate of performance, which indicates that they inspected the work and it complies with the plans and specifications. The County will determine the final local costs which are not eligible for reimbursement under the State Park Road Account program.

Article 6

Upon completion of the construction contract, the Township will maintain ownership of 73rd Street NW and 85th Street NW and be responsible for all ongoing maintenance, and all future improvements.

Article 7

The Township shall indemnify, save and hold harmless the County and all its agents and employees of any form against all claims, demands, actions, project cost overruns, project change orders, or causes of action of whatever nature or character arising out of or because of the execution or performance of the work provided for herein to be performed by the Township. The County shall indemnify, save and hold harmless the Township and all its agents and employees of any form against all claims, demands, actions or causes of action of whatever nature or character arising out of or because of the execution of performance of the work provided for herein to be performed by the County.

To the fullest extent permitted by law, actions by the parties 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 purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this agreement are not liable for the acts or omissions of another party to this agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.

Each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this agreement is controlled by Minnesota Statutes 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes, section 466.04, subdivision 1(a).

Article 8

It is further agreed that any and all full-time employees of the County and all other employees of the County engaged in the performance by any work or services required or provided for herein to be performed by the County shall be considered employees of the County only and not of the Township and that any and all claims that may or might arise under Workmen's 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 or omission on the part of said County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the County.

It is further agreed that any and all full-time employees of the Township and all other employees of the Township engaged in the performance by any work or services required or provided for herein to be performed by the Township shall be considered employees of the Township only and not of the County and that any and all claims that may or might arise under Workmen's 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 or omission on the part of said Township employees which so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the Township.

Article 9

Before this agreement shall become binding and effective it shall be approved by the Maple Lake Township Board and it shall also be approved by the Wright County Board and such other officers as law may provide. This agreement may be executed in counterparts, and it shall remain in full force and effect until terminated by agreement of the parties. If any provision or provisions of this agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

All data collected, created, received, maintained, disseminated, or used for any purposes during this agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

The Parties agree to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e).

The Parties will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the parties agree: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Township or its agents have questions concerning these requirements, it should request necessary clarifications from the County. Violation of any of the above laws can lead to termination of this Contract.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

COUNTY OF WRIGHT

MAPLE LAKE TOWNSHIP

Recommended for Approval:

Virgil G. Hawkins

Digitally signed by Virgil G. Hawkins
DN: cn=Virgil G. Hawkins, o=Wright County,
MN, ou=Highway Department,
email=virgil.hawkins@co.wright.mn.us, c=US
Date: 2021.04.28 07:25:31 -05'00'

County Engineer

APPROVED:

APPROVED:

Chair, County Board

Tom Neumann
Chair, Maple Lake Township Board

County Administrator

Esther Duman
Clerk, Maple Lake Township

County Attorney

4/22/2021
Date

Date