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**Pine County Cooperative
Agreement with
Windemere Township**

WITNESSETH: This agreement by and between the County of Pine, a political subdivision of the State of Minnesota hereinafter referred to as the "County", and the Town of Windemere, a political subdivision of the State of Minnesota hereinafter referred to as the "Township";

Whereas, the Township has requested the County to act on their behalf in the opening of bids, award of contracts, and the inspection of construction activities for the proposed improvement known as State Aid Project 058-599-046 for Bridge No. 58J49 on Birchview Road and State Aid Project 058-599-047 for Bridge No. 58J50U on Rush Blvd, and

Whereas, Town of Windemere has been identified as being eligible for receipt of Township Bridge funds and Bridge Bond Funds, and

Whereas, Township Bridge funding requires the Township to contribute a local share to the costs of construction, and

Whereas, the Minnesota Department of Transportation shall determine the level and scope of specification preparation, construction plan detail, and materials inspection, and

Whereas, the Township has expressed its willingness to execute a cooperative agreement with the County to mutually identify responsibilities and obligations for State Aid Project 058-599-046 and 058-599-047

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall review the necessary construction plans, specifications, proposals, and estimates prepared by others for submittal and approval to a construction status by the Minnesota Department of Transportation.
2. The County shall take bids and make recommendation for award of the construction contract, shall perform the construction administration (advertisement of bids, partial and final estimates, and final reports) and field work (surveying and staking).
3. The County will hire a qualified consulting engineer to provide the necessary hydraulic analysis, plan design, and construction inspection as required by the Minnesota Department of Transportation regulations and as determined by the County Engineer.
4. The County will not charge the Township for services outlined in items 1 and 2. Item 3 will be paid for by the Township.
5. The Township's local share of the bridge replacement costs shall be defined as bridge removal, clearing and grubbing, excavation items, all other non-participating items as shown on the plans and detailed in the special provisions and proposal, and any other costs not covered by the Township Bridge Funding.

6. The Township shall reimburse the County their local share of the items not covered by Township Bridge Funding after the contract is finalized.

7. Upon completion of the project, the Township shall maintain or arrange for the maintenance of the bridge structure; the County shall continue annual bridge inspections of the structure.

8. The Township and County agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgements, charges, demands, costs and expenses including, but not limited to, interest involved therein, attorneys' fees and costs and expenses connected therewith arising out of or resulting from the failure of any party to satisfy the provisions of this agreement or for damages caused to fourth parties as a result of the manner in which the Township or County perform or fail to perform duties imposed on each party by the terms of this agreement.

9. Nothing herein shall constitute a waiver by any party of the limits of liability provided in Minnesota Statutes No. 466 or other applicable law.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

TOWN OF ~~Windemere~~, MINNESOTA

COUNTY OF PINE, MINNESOTA

By [Signature]
Its Township Chairman

By [Signature] 12/3/19
County Administrator Date

By [Signature] 12/3/19
Board Chair

Approved as to from:
[Signature] 12/3/19
County Attorney Date

By Scott S Daniels
Its Township Clerk

Recommended for Approval:

Date NOVEMBER 14TH, 2019

[Signature] 12/4/19
County Engineer Date