

COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**County**" and the **City of New Prague**, a Minnesota municipal corporation, hereinafter referred to as the "**City**".

RECITALS:

- A. The County and City completed a study for the potential realignment and improvement of Alton Avenue from Trunk Highway (TH) 19 to County Highway (CH) 15 in 2004.
- B. The City and County would like to conduct an update to the 2004 study.
- C. City will be contracting with Short Elliott Hendrickson Inc. (SEH) to complete the feasibility study.
- D. County has agreed to participate in the study and fund fifty percent (50%) of the study.
- E. It is contemplated that the Project shall be carried out by the parties under the provisions of Minn. Stat. §162.17, subd. 1 and Minn. Stat. §471.59.

NOW, THEREFORE, in consideration of the mutual undertakings and agreement contained within this Agreement, the County and City hereby agree as follows:

1. **Incorporation**

The recitals set out above are hereby incorporated into this Agreement as if fully restated herein.

2. **Project Funding**

- a. City shall have overall authority and sole discretion to enter into and administer a consultant contract for the feasibility study.
- b. County staff shall attend project team meetings and cooperate with the City at their request to the extent necessary but shall have no other responsibility for the supervision of the work.
- c. Upon completion of the feasibility study, City will submit an invoice to County for fifty percent (50%) of consultant contract up to fifty thousand dollars and no cents (\$50,000.00), and County shall pay amount due within thirty (30) days.

3. **Effective Date of Contract**

This Agreement shall be effective as of January 2, 2026.

4. **Term of Contract**

This Agreement shall remain in effect until December 31, 2026, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first, unless it is terminated early as provided herein.

5. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement. City is notified of the authorized agent of County as follows:

Craig Jenson, or his successor
Transportation Planning Manager
Scott County Transportation Services
200 Fourth Avenue West
Shakopee, MN 55379
(952) 496-8329
cjenson@co.scott.mn.us

The County is notified the authorized agent for City is as follows:

Ken Ondich, or his successor
Planning/Community Development Director
City of New Prague
118 Central Avenue N
New Prague, MN 56071
(952)758-4401
kondich@ci.new-prague.mn.us

6. County and State Audit

Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County, City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.

7. Liability and Indemnity

- a. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.
- b. It is further agreed that neither party to this Agreement shall be responsible or liable

to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under §466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minn. Stat. §471.59, Subdivision 1a. as a single governmental unit.

- c. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment 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 employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

8. Insurance

Since each party is a political subdivision of the State of Minnesota, each party shall maintain a program of self-insurance or insurance covering general liability and automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said coverage shall be kept in effect during the entire term of this Agreement.

9. Data Practices

All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or City pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

10. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, City agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, City certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies

and that it will conduct its own employment practices in accordance therewith. Failure on the part of City to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until City complies with the County policy, and/or suspension or termination of this agreement.

11. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

12. Changes/Amendments

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

13. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

14. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and City relating to the subject matter hereof.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed intending to be bound thereby.

COUNTY OF SCOTT

By: _____
Brad Davis
Planning and Resource Management
Division Director

Date: _____

Upon proper execution, this agreement will be legally valid and binding.

By: _____
Jeanne Andersen
Assistant County Attorney

Date: _____

CITY OF NEW PRAGUE

By: _____
Charles Nick

Date: _____

_____ Tetzlaff, City Administrator

Date: _____

