

MEMORANDUM OF UNDERSTANDING

between Beltrami County and Turtle River Township
for the Local Road Improvement Project on Little Bass Lake Road
SAP 004-592-003

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Beltrami County ("County") and Turtle River Township ("Township") and shall become effective upon execution by both parties. This MOU is regarding the Local Road Improvement Project (LRIP) for the reconstruction of Little Bass Lake Road, SAP 004-592-003. The Township's and County's roles are further defined as follows:

1. The County will be the fiscal agent for the project, including execution of the construction contract, processing contractor payments, and submitting reimbursement requests to the MnDOT Office of State Aid.
2. The Township will oversee the preparation of the plans and specifications, either through Township staff or its consultant, and shall submit the plans to the MnDOT Office of State Aid for approval.
3. The County will assemble the bid package, advertise, and receive bids for the project.
4. The County will obtain the Township's authorization prior to awarding the contract to the lowest responsible bidder.
5. The Township shall provide or oversee construction inspections and maintain documentation necessary to support contractor payments, state reimbursement requests, project tracking, and project audits in accordance with the MnDOT State Aid Manual and project specifications.
6. The County shall make contractor payments following receipt of payment documentation from the Township.
7. The County will submit reimbursement requests to the State.
8. The Township shall be solely responsible for all project costs that are not eligible for reimbursement under the LRIP grant, including but not limited to: design engineering, construction inspection, permit fees, project overruns, change orders, and any other ineligible project expenses.
9. Any change orders resulting in additional project costs shall require the Township's approval prior to execution unless necessary to address an emergency or protect public safety.
10. The County will invoice the Township for contract administration services in accordance with County's adopted Fee Schedule: \$100 per hour, subject to a minimum charge of \$3,000 and a maximum charge equal to 10 percent of the grant award.
11. The Township agrees to reimburse the County for all amounts due under this MOU within forty-five (45) days of receipt of an invoice.
12. The Township retains responsibility for compliance with applicable grant requirements. The County's responsibilities are limited to those specifically identified in this MOU.
13. This MOU remains in effect until final grant closeout and all financial obligations between the parties have been satisfied.

Acknowledgements:

Town Board Chair	Date	Town Clerk	Date
County Board Chair	Date	County Administrator	Date