

STATE OF MINNESOTA
JOINT POWERS CONTRACT

Trunk Highway (TH) Number: 12

Project Description: Repair the electronics in the current access gate

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Long Lake acting through its CITY COUNCIL ("City").

Recitals

1. Minnesota Statutes §471.59 authorizes State and City to enter into this Contract.
2. State is in need of pay for the State portion of repairs to a safety gate.
3. City represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of State.

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1. **Effective Date:** This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2. The City must not begin work under this contract until this contract is fully executed and the City has been notified by the State's Authorized Representative to begin the work.
- 1.2. **Expiration Date:** This Contract will expire on 09/01/2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Contract, including, without limitation, the following clauses: 8. State Audits; 9. Government Data Practices; 10. Venue.

2. Scope of Work

- 2.1. The State, in 2011, entered into Agreement # 00352 with the City of Long Lake for the construction of an electronic gate between TH 12 and Wayzata Blvd. This original agreement contained language stating that MnDOT would contribute 33% of the cost for this installation. The City would be responsible for all future maintenance, repair and replacement of this gate. Recently the City has provided information to MnDOT that the gate electronics have been damaged by a rodent infestation to the degree that the gate is no longer functional. As this gate provides a trunk highway benefit to MnDOT it was agreed that a one-time contribution of \$7,318 would be provided by MnDOT for their portion of the necessary repairs. This contribution does not nullify or amend the existing agreement, and all portions of the agreement remain in place. Upon execution of this Joint Powers Contract, the City will enter into a contract for the repair of the gate. Upon completion of the work, an invoice will be provided to the State for \$7,318.
- 2.2. State will provide: \$7,318 in financing toward repair of the gate.
- 2.3. City will provide: The contract for the repair as well as all inspection and oversight of the necessary repairs.

3. Consideration of Payment

- 3.1. The State will provide the City with a lump sum payment not to exceed \$7,318.00 upon completion of the repair work and providing the State with an invoice stating such.

3.2. The total obligation of State for all compensation and reimbursements to City under this Contract will NOT EXCEED \$7,318.00.

4. Terms of Payment

- 4.1. All services provided by City under this Contract must be performed to State's satisfaction, as determined at the sole and reasonable discretion of State's Authorized Representative.
- 4.2. State will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving City invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify City within 10 days of discovering the error. After State receives the corrected invoice, State will pay City within 30 days of receipt of such invoice.
- 4.3. The State will make payments to the City when the following conditions have been met:
 - 4.3.1. Execution of this Contract
 - 4.3.2. The State's receipt of an invoice as stated in 3.1 above, signed by City's Authorized Representative.
 - a. Electronic invoices are preferable. Please send electronic invoices to:
T7901AccountsPayable.DOT@state.mn.us.
 - b. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's District Accounts Payable Group.

5. Contract Personnel

5.1. State's Authorized Representative will be:

Name, Title: Todd Stevens, Metro District Maintenance Engineer (or successor)
Address: 1500 West County Road B2, Roseville, MN 55113
Telephone: (651)234-7901
E-Mail: todd.stevens@state.mn.us

5.2. City's Authorized Representative will be:

Name/Title: Amanda Nowezki, City Administrator, or successor
Street Address: 450 Virginia Ave, PO BOX 606
City State Zip: Long Lake, MN 55356
Telephone: 952-473-6961
Email: anowezki@longlakemn.gov

6. Assignment, Amendments, Waiver and Contract Complete

- 6.1. **Assignment.** The City may neither assign nor transfer any rights or obligations under this Contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 6.2. **Amendments.** Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.
- 6.3. **Waiver.** If State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to subsequently enforce it.
- 6.4. **Contract Complete.** This Contract contains all prior negotiations and contracts between State and the City. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

7. Liability and Indemnification.

Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with this Agreement, asserted by, or resulting from the acts or omissions of, the City's vendors, contractors, consultants, agents or other third parties under the direct control of the City. This clause will not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligations under this Agreement.

8. State Audits

8.1. Under Minnesota Statutes §16C.05, subdivision 5, the City's books, records, documents and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

9. Government Data Practices

9.1. The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the City under this Contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or State.

10. Venue

10.1. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. **Termination.** State or the Commissioner of Administration may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the City.
- 11.2. **Termination for Insufficient Funding.** State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the City notice of the lack of funding within a reasonable time of State's receiving that notice.
- 11.3. **Suspension.** State may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the City during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

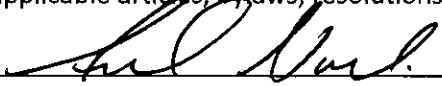
12. Additional Provisions

12.1. NONE

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CITY OF LONG LAKE

The City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances.

By: 

Title: City Administrator

Date: 4/10/26

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: **Michael**

Date: **Brainard**

Digitally signed by
Michael Brainard
Date: 2026.03.26
13:21:08 -05'00'

SWIFT Contract # 286835

SWIFT Purchase Order # 3000871650

COMMISSIONER OF TRANSPORTATION, as delegated

By:

Date:

COMMISSIONER OF ADMINISTRATION, as delegated

By:

Date: