

## **COOPERATIVE FUNDING AGREEMENT**

This Agreement (“Agreement”) is made by and between the Hennepin County (“County”), a Minnesota municipal corporation and political subdivision of the State of Minnesota, and the City of Long Lake (“City”), a statutory city (collectively, the “Parties”).

### **RECITALS**

The following recitals are incorporated into this Agreement.

1. The City owns and maintains a gate (the “Gate”) on a controlled-access roadway connecting Trunk Highway 12 (“TH 12”) and the City of Long Lake near the intersection of Wayzata Boulevard and Mill Street.
2. The Gate is located in Hennepin County within the State of Minnesota’s right of way.
3. The Gate is not open to the public but is accessible by access card to authorized Emergency Medical Services personnel for the purpose of providing more direct access between the City and the surrounding area.
4. The Gate benefits public health, safety, and welfare.
5. The Minnesota Department of Transportation (MnDOT) and the City entered into a Joint Powers Agreement dated March 27, 2026, to help fund Gate maintenance and repairs.
6. The City has requested and the County has agreed to voluntarily make a one-time contribution of funds to repair the Gate as set forth herein.
7. The City shall be solely responsible for the design, engineering, and administration of any and all Gate maintenance and repairs funded by this County contribution.
8. Pursuant to Minnesota Statutes Sections 471.59 and any other applicable authority, the Parties wish to enter into this Agreement to memorialize their commitments related to the Project.

**NOW, THEREFORE**, the Parties agree as follows:

### **1. Term of Agreement, Survival of Terms, and Exhibits.**

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.

**1.2. Expiration Date.** This Agreement will expire on December 31, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3. Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.

**1.4. Exhibits.** All exhibits are attached and incorporated into this Agreement.

**1.4.1. Exhibit A (Invoice)**

**2. Invoice and City Oversight.**

**2.1. Invoice.** The County is in receipt of an invoice in the amount of \$21,954 (“Invoice Amount”) sent by the City on January 26, 2026, a copy of which is attached hereto and incorporated as Exhibit A.

**2.2. City Oversight.** The City is solely responsible for administering repairs and maintenance of the Gate in all respects and shall provide all necessary oversight, inspection, and testing of repairs and maintenance in accordance with all applicable laws.

**3. Cost Participation.** The County shall make a one-time contribution to the City’s expenses related to the Gate as provided herein (“County’s Cost Participation”).

**3.1. County Cost Participation.** Notwithstanding the Invoice Amount, the County’s Cost Participation shall be a single, lump sum of Seven Thousand Three Hundred Eighteen Dollars (\$7,318.00) (“County Contribution Amount”).

**4. Payment.**

**4.1. Amount Due.** The County agrees to pay the County Contribution Amount as described herein.

**4.2. Pay to the Order of.** Payment shall be made to the City of Long Lake, in the name of the City of Long Lake, at the address indicated in Section 6, below, by the County for the County Contribution Amount, within forty-five (45) days of the date this Agreement is executed.

5. **The City's Maintenance Responsibilities.** The City shall continue to be solely responsible for all obligations associated with ownership and maintenance of the Gate at the City's sole cost, including but not limited to all future maintenance, repair, and replacement costs related to the Gate. This Agreement is not intended to transfer and shall not transfer any ownership or maintenance responsibilities from the City to the County or any other party, and the County will bear no responsibility for future maintenance or ownership costs or obligations related to the Gate.
  
6. **Authorized Representatives.** To coordinate the services of the County with the activities of the City and vice versa so as to accomplish the purposes of this Agreement, the following designated representatives shall manage this Agreement on behalf of the County and the City.

**COUNTY:**

Hennepin County  
Attn: Lisa Cerney, Assistant County Administrator, Public Works  
300 South Sixth Street, Suite A2303  
Minneapolis, MN 55487

**CITY:**

City of Long Lake  
450 Virginia Ave  
Long Lake, MN 55356

7. **Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.**
  - 7.1. **Assignment.** Except as expressly stated herein, the Parties shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other Party.
  
  - 7.2. **Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
  
  - 7.3. **Default.** If either Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless excused by the non-defaulting party, the non-defaulting party upon written notice may immediately cancel this Agreement in its entirety. Such cancellation based on default shall not require the thirty (30) day written notice required under section 7.6.

- 7.4. Waiver.** The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 7.5. Agreement Complete.** The entire Agreement between the Parties is contained herein, and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 7.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by either Party with or without cause upon thirty (30) day written notice. This Agreement shall be terminated or cancelled by either party upon a material breach by the other Party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

## **8. Indemnification.**

- 8.1. The City Indemnifies the County.** The City agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the City or the City's past, present, or future consultants or sub consultants, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the City to perform fully, in any respect, all obligations under this contract. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 8.2 The County Indemnifies the City.** The County agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the County or the County's past, present, or future consultants or sub consultants, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this contract. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

**9. Insurance.** The Parties agree that any contract let by the City for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County, its commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation.

**10. Worker Compensation Claims.**

**10.1. City's Employees.** Any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and 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 the 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 the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

**10.2. Hennepin County's Employees.** Any and all employees of Hennepin County and all other persons engaged by Hennepin County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and 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 the 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 the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

**11. Records/Audits.** The City agrees that the County, the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Gate and the accounting practices and procedures of the City which involve transactions relating to this Agreement.

**12. Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination shall be considered a part of this Agreement as though fully set forth herein.

**13. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

**14. Minnesota Laws Govern.** 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 their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

**CITY OF LONG LAKE**

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

And: \_\_\_\_\_  
City Administrator  
Date: \_\_\_\_\_

**COUNTY OF HENNEPIN**

**ATTEST:**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of its County Board  
Date: \_\_\_\_\_

And: \_\_\_\_\_  
County Administrator  
Date: \_\_\_\_\_

**REVIEWED BY THE COUNTY ATTORNEY'S OFFICE:**

By: \_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

And: \_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

**REVIEWED:**

By: \_\_\_\_\_  
County Administrative Clerk  
Date: \_\_\_\_\_