



CONTRACTUAL AGREEMENT FOR SERVICES CONSULTATION AND MANAGEMENT

Public Safety Services

THIS AGREEMENT, dated this February 17, 2026, entered into by and between City of Long Lake, a Minnesota City, 450 Virginia Avenue, PO Box 606, Long Lake, MN 55356 hereinafter referred to as the Client, and CAPSTONE LLC, a Minnesota Limited Liability Company, 19070 Lithium Street NW, Anoka, Minnesota 55303, hereinafter referred to as the “Consultant.”

WHEREAS, the Client believes that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to them and

WHEREAS, the Consultant agrees to provide such consulting services to the Client on the terms set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations outlined in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

A. SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the following consulting services (the “Services”):

PRIMARY SERVICE – Emergency Services Operations

- (i) Evaluate the services of multiple fire departments and identify opportunities and efficiencies.
- (ii) Evaluate recruitment and retention processes and make recommendations.
- (iii) Evaluate capital equipment, response plans, and mutual aid practices to search for efficiencies.
- (iv) Review budgets, administrative duties, reporting, training, and response data.
- (v) Evaluate how shared purchases, personnel, and equipment sharing could benefit the region.

CONSULTATION – Meetings and Report

- (i) Interview with fire service leaders and members to define operational impacts and efficiencies.



- (ii) Interview with city leaders to find coordinated needs and solutions.
- (iii) Present to fire service boards, governance, and members.
- (iv) Create a final report for review with outcomes and efficiencies found.

c. DELIVERABLES AND TIMELINE

- (i) Kickoff meeting and data request list within ten (10) business days of the Effective Date.
- (ii) Interview plan and schedule (participants, locations, and dates) within fifteen (15) business days of receiving the initial requested data.
- (iii) Draft findings memorandum and/or draft report delivered within sixty (60) calendar days of receiving the initial requested data, unless extended by mutual written agreement.
- (iv) Client review period: the Client will provide consolidated feedback within ten (10) business days of receiving the draft.
- (v) Final report delivered within fifteen (15) business days of receiving consolidated feedback.
- (vi) Presentations included: up to two (2) presentations of up to ninety (90) minutes each (one draft review, one final), unless otherwise agreed in writing.

2. ASSUMPTIONS AND CLIENT RESPONSIBILITIES

- (a) The Client will designate a primary point of contact authorized to coordinate scheduling, data requests, and interview logistics.
- (b) The Client and participating departments will provide timely access to available documents, data, and personnel reasonably necessary to perform the Services.
- (c) If meetings or interviews are canceled by the Client with less than twenty-four (24) hours' notice, the Consultant may invoice for non-refundable travel time and expenses incurred.

B. PAYMENT

- 1. The Client hereby agrees to pay the Consultant for professional services as outlined below.
 - (a) Work performed by the Consultant will be billed to the Client at an estimated fee not to exceed \$44,000 for professional fees (the "Not-to-Exceed Amount"), unless increased by written amendment signed by both Parties.
 - (b) The Consultant will invoice for the work when the final report is delivered. Invoices are payable within thirty (30) days of receipt.
 - (c) The Consultant will bill the Client at the IRS standard mileage rate per mile listed for that year for travel leaving from the Consultant's office address to the location the Consultant is requested to report. Mileage and other pre-approved reimbursable expenses are in addition to the Not-to-Exceed Amount unless the Parties expressly agree otherwise in writing.



- (d) If the Client requests to work outside the scope of Services listed, the Consultant shall notify the Client promptly. The Parties will agree in writing to any revised scope, deliverables, and timeline before the Consultant performs such additional work.
- (e) If unforeseen costs are identified, the Consultant will notify the Client for written approval before incurring such costs.
- (f) No claim for payment by the Consultant shall be paid unless it is detailed and otherwise in compliance with the claim requirements. Before paying a claim that involves using materials or labor supplied by someone other than the Consultant, the Client may require the Consultant to supply proof of payment for such materials or labor.
- (g) If an invoice is more than forty-five (45) days past due, the Consultant may pause work upon written notice until the account is brought current, and the timeline in Section A may be adjusted accordingly.

C. LIMITATION OF LIABILITY

1. EXCEPT AS EXPRESSLY OUTLINED IN THIS AGREEMENT, THE CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR CONCERNING THE ACCURACY, COMPLETENESS, OPERABILITY, OR USEFULNESS OF THE SERVICES.

Except in case of gross negligence or willful misconduct on the part of the Consultant, the Client assumes full responsibility for the Client's use and application of the Services and any resulting decisions or actions. The Consultant shall not be liable for (i) the Client's use and application of the Services, (ii) the adequacy, accuracy, interpretation, or usefulness of the Services, and (iii) the results or information developed from the Client's use or application of the Services.

To the extent permitted by law, and except for gross negligence or willful misconduct, the Consultant's total liability arising out of or related to this Agreement shall not exceed the total professional fees actually paid to the Consultant under this Agreement.

Except in case of gross negligence or willful misconduct on the part of the Consultant or breach of the Consultant's obligations under this Agreement, and to the extent permitted by law, the Client waives any claim or rights of recourse on account of claims against the Consultant either in the Client's own right or on account of claims against the Consultant by third parties.

To the extent permitted by law, the Client shall defend, indemnify, and hold the Consultant harmless against any claims, liabilities, demands, or suits of third parties directly related to the Consultant's work performed for the Client under this



Agreement, except to the extent caused by the Consultant's gross negligence, willful misconduct, or material breach of this Agreement.

2. Nothing in this Agreement shall constitute a waiver by the Client of any statutory limits or immunities from liability.

D. INSURANCE

1. Consultant agrees that it will provide and maintain at all times during the term of this Agreement such insurance coverages as indicated herein and that will otherwise comply with the following provisions. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity of provisions of this Agreement. The provisions of this section shall also apply to all subconsultants, other lower-tier consultants, and independent contractors engaged by the Consultant concerning this Agreement, and the Consultant shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Agreement shall be issued by financially responsible insurers licensed to do business in the State of Minnesota. Consultant shall not commence or perform any work under this Agreement until certificates of insurance are presented to the Client showing the required coverages are in full force and effect with at least the required coverage limit amounts.
2. Consultant shall maintain during the entire term of this Agreement the following insurance coverage and provide Client a certificate of insurance showing such coverage before providing any services under this Agreement: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence; (2) Business automobile liability coverage with liability limits of at least \$1,000,000; and (3) Workers' compensation insurance. If the Consultant is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, Consultant may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts Consultant from having to carry such coverage.
3. If required by the Client as a standard municipal contracting requirement, the Consultant will use commercially reasonable efforts to name the Client as an additional insured on the Consultant's commercial general liability policy, subject to insurer approval and standard endorsement availability.

E. INDEPENDENT CONTRACTOR

1. Consultant acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship between employer and employee. No employee-related withholdings or deductions shall be made from payments due to the Consultant. Consultant shall not be entitled to any benefits from Client and shall not be eligible for workers' compensation or unemployment benefits. Consultant shall always be free to exercise initiative, judgment, and discretion in performing or providing the services identified herein.



2. Nothing within this Agreement shall be deemed to prohibit the Consultant from working for other entities or municipalities. Nothing in the Agreement prohibits the City from retaining the services of other consultants as the City deems appropriate or necessary.

F. TERM OF AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement (the "Effective Date") and will remain in full force and effect until completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of both the Consultant and the Client.
2. This Agreement may be terminated by either party delivering to the other party with a 30 day written notice of termination.
3. In the event of termination by the Client, the Client shall pay the Consultant for work completed and approved expenses incurred before the effective date of the termination.

G. GENERAL TERMS

1. Consultant shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations, including but not limited to all safety standards now in effect or hereinafter adopted pertaining to this Agreement. Consultant shall procure, at Consultant's expense, all permits, licenses, or other rights required to provide the services contemplated by this Agreement. Consultant shall inform the Client of any changes in any of the above permits, licenses, or other rights issued within five (5) business days of occurrence.

2. DATA PRACTICES AND CONFIDENTIALITY

- (a) The Parties acknowledge that the Client is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- (b) If the Consultant receives data from the Client that is designated as not public, the Consultant will use reasonable care to protect such data and will not disclose it except as permitted by law and this Agreement.
- (c) The Consultant understands and agrees that data created, collected, received, stored, used, maintained, or disseminated by the Client may be subject to public access as required by law.
3. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
4. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

5. WORK PRODUCT AND INTELLECTUAL PROPERTY



- (a) The Consultant shall retain all right, title, and interest in and to the Consultant’s pre-existing materials, methodologies, templates, frameworks, training concepts, and know-how, whether or not incorporated into any deliverable.
 - (b) The Client will own the final report and any City-specific findings prepared under this Agreement as a work product deliverable.
 - (c) The Consultant grants the Client a non-exclusive, royalty-free license to use the deliverables internally for governmental purposes. Any external publication beyond customary public meeting use or standard records posting will be coordinated in good faith between the Parties.
 - (d) The Consultant shall retain any new programs, materials, training, or promotions developed by the Consultant that are not uniquely created as City-specific work product.
6. NOTICES All notices required or permitted under this Agreement shall be in writing and delivered by (i) personal delivery, (ii) certified mail (return receipt requested), or (iii) email with confirmation of receipt, to the addresses below (or to such other address as either Party may designate by notice).

Client Notice Address: City of Long Lake 450 Virginia Avenue, PO Box 606 Long Lake, MN 55356 Attn: City Administrator

Consultant Notice Address: CAPSTONE LLC 19070 Lithium Street NW Anoka, MN 55303 Attn: Jerry L. Streich, CEO

- 7. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 8. ENTIRE AGREEMENT; AMENDMENTS This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous discussions or understandings. Any amendment or modification must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved on the date and year first written above.

By: _____

 Armande Nowezki, City Administrator City of Long Lake, MN

By: _____

 Jerry L. Streich, CEO CAPSTONE LLC Anoka, MN