

**MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEW PRAGUE
SNOW AND ICE REMOVAL MAINTENANCE AGREEMENT**

Routine Maintenance Performed by the City of New Prague on: Trunk Highway Number (TH): 19	Total Agreement Amount:	\$ 8,400.00
	Amount Encumbered (Fiscal Year 2025):	\$ 4,200.00
	Amount Encumbered (Fiscal Year 2026):	\$ 4,200.00

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of New Prague acting through its City Council ("Local Government").

Recitals

1. The State requests the Local Government perform snow and ice removal maintenance on certain trunk highway(s) located within the corporate city limits, and the Local Government is willing to perform the snow and ice removal maintenance; and
2. The State will reimburse the Local Government for the snow and ice removal maintenance performed; and
3. Under Minnesota Statutes § 161.38, subdivision 3, the State and the Local Government wish to enter into an agreement that will provide snow and ice removal maintenance performed by the Local Government on certain trunk highway(s) located within the Local Government limits; and
4. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms:

- 1.1. **Effective Date:** This Agreement will be effective on July 1, 2024, or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. **Expiration Date:** This Contract will expire on June 30, 2026, unless terminated earlier pursuant to Article 11.
- 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: 6. Assignment; Amendments; Waiver; Contract Complete; Liability; Worker Compensation Claims; Insurance; 7. Nondiscrimination; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; 11. Termination.

2. Agreement between the Parties

2.1. Maintenance by the Local Government.

2.1.1. **Location.** The Local Government will perform snow and ice removal maintenance of the following portions of the trunk highway system within the Corporate Local Government limits:

- i. On TH No. 19 from the intersection of Trunk Highways 13, 19, & 21 to the intersection of Trunk Highway 19 and Lexington Avenue under Control Sections 4003 in Le Sueur County.

2.1.2. **Total Mileage.** The total trunk highway mileage for the snow and ice removal maintenance performed under this Contract is 1.1 miles consisting of 1.64 lane miles.

2.2. **Maintenance Responsibilities (Reimbursable).** The Local Government will perform the following snow and ice removal maintenance duties to the satisfaction of the State's District Maintenance Engineer at Mankato. All materials used in the performance of said snow and ice removal maintenance must comply with the State's current "Standard Specifications for Construction". Snow and ice removal maintenance consists of the following duties, which must be performed in a timely and efficient manner so not to cause untimely delay or hinder trunk highway traffic:

2.2.1. MnDOT will plow the center 24' of Trunk Highway 19 as detailed in this agreement. All other snow and ice activities outside the center 24' will be the responsibility of the Local Government.

2.2.2. Furnish all labor, materials, tools, equipment, and any other necessary items to perform the snow and ice removal duties covered under this Agreement.

2.3. Traffic Control.

2.3.1. The Local Government may partially block the trunk highway to perform the routine snow and ice removal maintenance under this Agreement. In cases of emergency, the Local Government may block the trunk highway and prevent passage of traffic thereon. At no time, however, may the Local Government continue to obstruct the free passage of traffic on the trunk highway for a longer period of time than is reasonably required for making the necessary repairs.

2.3.2. The Local Government will not close any portion of the trunk highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the trunk highway, the Local Government must provide a suitable detour during such time.

2.3.3. The Local Government must conduct all trunk highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

2.4. **Maintenance of Route Change of Trunk Highway.** If there is a change in the routing of the trunk highway, a substitution of a new route for the trunk highway, or a variation from the present location of the trunk highway, the Local Government will maintain the new trunk highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the State relocates any portion of the trunk highway and the roadway reverts to the Local Government, the Local Government will maintain the reverted portion at its sole expense.

2.5. **Local Government's Failure to Adequately Maintain.** If the Local Government fails to perform any of the snow and ice removal maintenance according to the terms of this Agreement, the State may reduce the amount payable to the Local Government by either an amount judged to be fair and equitable for such snow and ice removal maintenance, or, if the State performs such snow and ice removal maintenance, by the actual cost of the maintenance performed by the State in accordance with this Agreement.

2.6. **Extraordinary Maintenance.** The Local Government is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the Local Government is willing to perform extraordinary maintenance, and the State's District Maintenance Engineer at Mankato approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement as governed by Minnesota Statutes § 16A.15, subdivision 3.

2.7. **Inspection of Local Government Performed Maintenance.** Authorized representatives of the Local Government and the State will jointly inspect the involved trunk highways on a regular basis during the life of this Agreement to determine if snow and ice removal maintenance is being performed according to the terms of this Agreement.

3. Basis of State Cost

3.1. The State's payment to the Local Government for snow and ice removal maintenance will be a lump sum payment to be paid each state fiscal year.

4. State Cost and Payment by the State

4.1. **State Cost.** The State's estimated total cost for the snow and ice removal maintenance performed by the Local Government covered under this agreement is \$8,400 based on the data below:

4.1.1. Fiscal Year 2025: \$4,200 equals 1.64 trunk highway lane miles times \$2,560.98 per trunk highway lane mile.

4.1.2. Fiscal Year 2026: \$4,200 equals 1.64 trunk highway lane miles times \$2,560.98 per trunk highway lane mile.

4.2. **Conditions of Payment.** The State will make a lump sum payments to the Local Government for snow and ice removal maintenance performed on an annual basis prior to June 30th of each State fiscal year after the following conditions have been met:

4.2.1. Encumbrance by the State of the necessary funds for the snow and ice removal maintenance payment amount.

4.2.2. Execution of this Agreement and transmittal to the Local Government.

4.2.3. The State's receipt of an invoice prior to June 1, from the Local Government for the applicable year, signed by the Local Government's authorized representative attesting that all snow and ice removal maintenance has been performed in full conformity with this Agreement.

- i. Local Government must submit the signed invoice, and all required supporting documentation, for review and payment, to State's District 7 - D7AccountsPayable@state.mn.us. 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.
- ii. The invoice must indicate the amount, if any, deducted from the estimated yearly payment under Article 2.6 of this Agreement.
- iii. The Local Government will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials, and equipment used to perform the snow and ice removal maintenance.

5. Project Managers

5.1. MnDOT's Project Manager will be:

Name/Title: [Scott Morgan, Area Maintenance Engineer____], (or successor)
Address: [2151 Bassett Drive, Mankato, MN 56001____]
Telephone: [507-327-6589____]
E-Mail: [scott.morgan@state.mn.us____]

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Agreement, reviewing, providing and approving invoices, resolving disputes related to this Agreement, and for giving or receiving any notices required or permitted by this Agreement.

5.2. The Local Government's Project Manager will be:

Name/Title: [Matt Rynda, Public Works Director____], (or successor)
Address: [118 Central Avenue North, New Prague, MN 56071____]

Telephone: [952-758-1144 _____]

E-Mail: [mrynda@ci.new-prague.mn.us. _____]

The Local Government's Project Manager for Agreement is responsible for overseeing the Local Government's fulfillment of its obligations under this Agreement, reviewing and approving invoices, resolving disputes related to this Agreement, and for giving or receiving any notices required or permitted by this Agreement.

6. Assignment; Amendments; Waiver; Contract Complete; Liability; Worker Compensation Claims; Insurance

- 6.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office
- 6.2. **Amendments.** Any amendment to this Agreement 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 Agreement, or their successors in office.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to snow and ice removal maintenance, between the State and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 6.5. **Liability; Worker Compensation Claims; Insurance**
 - 6.5.1. 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, omissions of others, and 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 Local Government. Notwithstanding the foregoing, the Local Government 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 the project covered by this Agreement, regardless of whether such claims are asserted by the Local Government's contractor(s) or consultant(s) or by a third party because of an act or omission by the Local Government or its contractor(s) or consultant(s).
 - 6.5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
 - 6.5.3. The Local Government may require its contractor to carry insurance to cover claims for damages asserted against the Local Government's contractor.

7. Nondiscrimination

- 7.1. Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. State Audits

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

9. Government Data Practices

- 9.1. The Local Government and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government

under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

10. Governing Law; Jurisdiction; Venue

10.1. Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

11.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below. .

11.2. **Termination for Insufficient Funding.** The State may immediately terminate this Agreement 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 Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate fund.

12. Force Majeure

12.1. A “force majeure event” is an event beyond Local Government’s reasonable control that prevents Local Government from performing its obligations under this contract. Local Government will use all reasonable efforts to plan for foreseeable force majeure events and to mitigate the duration and consequences of any delay resulting from a force majeure event. Local Government will give State’s Project Manager prompt notice of the occurrence of any force majeure event and, upon written request from Local Government, State’s Project Manager and Local Government will negotiate an adjustment to the project schedule of this contract.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Title: _____

SWIFT Purchase Order #: _____

LOCAL GOVERNMENT

The undersigned certify that they have lawfully executed this contract on behalf of the Local Government as required by applicable charter provisions, resolutions, or ordinances.

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Recommended for Approval:

Signed: _____
(Area Maintenance Engineer)

Date: _____

Approved:

Signed: _____
(District Engineer)

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF NEW PRAGUE

RESOLUTION

IT IS RESOLVED that City of New Prague enter into MnDOT Agreement No. 1057769 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for snow and ice removal maintenance by the Local Government upon, along, and adjacent to Trunk Highway No. 19, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the _____

(Title)

and the _____

(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of New Prague at an authorized meeting held on the _____ day of _____, 20_____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 20____

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)