

**CAPITAL GRANT AGREEMENT FOR  
THE PROJECT DEVELOPMENT PHASE**

**by and among**

**THE METROPOLITAN COUNCIL,**

**RAMSEY COUNTY,**

**and THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**

**for the**

**METRO PURPLE LINE BUS RAPID TRANSIT PROJECT**

**DATED: October 5, 2021**

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**THIS CAPITAL GRANT AGREEMENT FOR THE PROJECT DEVELOPMENT PHASE OF THE METRO PURPLE LINE BUS RAPID TRANSIT PROJECT** (“Agreement”) is entered by and among the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”); Ramsey County (“County”), a political subdivision of the State of Minnesota; and Ramsey County Regional Railroad Authority (“RCRRA”), a political subdivision of the State of Minnesota, collectively the “Parties.” The County and RCRRA are sometimes collectively referred to as “Ramsey” herein.

### **RECITALS**

1. The Parties are working together to develop a bus rapid transit (“BRT”) line running from downtown Saint Paul through White Bear Township and the cities of Maplewood, Vadnais Heights, Gem Lake and White Bear Lake, which will connect with the METRO Green Line and METRO Gold Line at Union Depot. This project (formerly known as the Rush Line) will be referred to herein as the “METRO Purple Line Bus Rapid Transit Project” or the “Project.”
2. Pursuant to Minnesota Statutes § 297A.993, the County enacted a sales and use tax and an excise tax on motor vehicles for the purpose of funding operating and capital costs of transit and transportation projects and improvements, and adopted a Sales and Use Transportation Tax Implementation Plan, designating the projects eligible to receive such funding, including the METRO Purple Line Bus Rapid Transit Project.
3. RCRRA has the authority pursuant to Minnesota Statutes, Chapter 398A to levy property taxes and appropriate such funds to state and local government for the purpose of developing BRT projects.
4. The Council, as the primary agency responsible for owning and operating the public transit system for the Minneapolis-Saint Paul metropolitan area, has accepted the lead role and responsibility for implementing the Project, defined in Article I and **Exhibit A**, and has requested Ramsey to provide funding for the Project Development Phase (“PDP”) for the two-year period commencing upon the Federal Transit Administration’s (“FTA”) authorization to begin the PDP, in an amount not to exceed \$39,900,000.
5. The Parties wish to enter into this Agreement to establish their respective roles and obligations relating to the PDP and to provide for a grant from Ramsey to the Council for funding of the PDP.
6. Ramsey is the primary funding source for the federally required Local Share for the Project and commits to providing the grant funds for the Project described in this Agreement in accordance with the Funding Commitment Resolutions.
7. At its August 11, 2021 regular meeting (Business item No. 2021-190), the governing body of the Metropolitan Council authorized its Regional Administrator to negotiate and execute this Agreement on behalf of the Council.

**NOW THEREFORE, IN CONSIDERATION** of the Grant described and other provisions in this Agreement, the Parties to this Agreement agree as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1.01 DEFINED TERMS.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (such meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context hereof specifically indicates otherwise:

**“Agreement”** means this Capital Grant Agreement for the Project Development Phase of the FTA Capital Investment Grants Program for the METRO Purple Line Bus Rapid Transit Project.

**“Bonds”** means bonds, notes, or other obligations issued by Ramsey County or the Ramsey County Regional Railroad Authority for the purpose of funding grants pursuant to Minnesota Statutes Sections 297A.993, 398A.06-.07, 471.59, and Chapter 475.

**“Capital Investment Grants Program or CIGP”** means the federal funding program administered by the Federal Transit Administration pursuant to 49 U.S.C. Section 5309 and Final Interim Policy Guidance, June 2016.

**“Council’s Contract Administrator”** means the Purple Line Project Director, or such other person as may be designated from time to time by the Council to administer this Agreement for the Council.

**“Council’s Designee”** means the Deputy General Manager for Capital Programs, or such other person designated from time to time by the Council to act on its behalf under this Agreement for the Council, noticed in accordance with Section 8.07.

**“Council’s Payment Commitments”** shall have the meaning set forth in Section 2.11.

**“Declaration”** means a declaration, in form and substance acceptable to Ramsey, substantially in the form contained in **Exhibit B**, indicating that the Council’s interest in Real Property will be subject to certain restrictions imposed by this Agreement.

**“Disbursement(s)”** means payments to the Council as part of the Grant in accordance with Article IV of this Agreement and **Exhibit C**, as it may be amended from time to time.

**“Effective Date”** means the date upon which the FTA approves Project entry into the Project Development Phase, notwithstanding the date of signature of the Parties.

**“Fair Market Value”** means the price which Real Property should bring in a competitive and open market under all conditions for a fair sale, with a willing buyer and willing seller, each acting prudently, knowledgeably, and in their own best interests, and neither under undue

stimulus, and as determined by an appraisal of the unencumbered fee simple interest in the property. Fair Market Value shall be determined within 120 days before the date of Sale of Real Property.

**“Full Funding Grant Agreement” or “FFGA”** means the agreement used to provide federal financial assistance for Capital Investment Grants Program projects under Title 49 United States Code section 5309, *et seq.*

**“Funding Commitment Resolutions”** means Ramsey County Resolution #B\_\_\_\_\_, and Ramsey County Regional Railroad Authority Resolution #R\_\_\_\_\_, as set forth in **Exhibit D**.

**“Grant”** means the money provided by Ramsey to the Council pursuant to this Agreement.

**“Grant Activity Period”** means each twelve-month period funded pursuant to Ramsey’s annual budget process or as may be extended pursuant to Section 2.06. The initial Grant Activity Period shall be the twelve-month period following the Effective Date.

**“Grant Project”** means the use for which the Grant is made, as described in **Exhibit E**. The Grant Project may have a lesser scope than the Project.

**“Joint Development”** means activities consistent with this definition from FTA Guidance, Circular 7050.1B, dated August 14, 2020, or as that term may subsequently be defined by the FTA: “A public transportation project that integrally relates to, and often co-locates with commercial, residential, mixed-use, or other non-transit development.”

**“Letter of No Prejudice” or “LONP”** means approval from the FTA to allow the Council to incur costs for the Project and retain eligibility for those expenditures to count as part of the Local Share or for future federal funding pursuant to an FFGA, consistent with the FTA Capital Investment Program Guidance, Circular 9300.1B, dated November 1, 2008, or as may be amended from time to time. The Parties acknowledge that an LONP cannot be sought until the Project enters the Engineering Phase.

**“Local Share”** means the funds required to be provided from funding sources other than federal Capital Investment Grants Program for the Project, and identified as the “Local Share” in the FFGA, consistent with the FTA Full-Funding Grant Agreements Guidance, Circular 5200.1A, dated December 5, 2002, or as may be amended from time to time.

**“Maximum Grant Amount”** has the meaning provided in Section 2.01 of this Agreement.

**“Net Proceeds”** means the sale price of Real Property less reasonable sale costs.

**“Pre-Award Authority”** means authorization from the FTA allowing the Council to incur certain Project costs before FFGA approval and retain their eligibility for subsequent reimbursement after FFGA approval, as set forth in FTA Capital Investment Program Guidance, Circular 9300.1B, dated November 1, 2008, or as subsequently supplemented or modified.

**“Project”** means that certain proposed project commonly referred to as the METRO Purple Line Bus Rapid Transit Project, a 15-mile bus rapid transit line that will serve Saint Paul, Maplewood, White Bear Township, Vadnais Heights, Gem Lake and White Bear Lake, but does not include operation and maintenance of the transit system, or ongoing capital maintenance costs, as further described in Exhibit A.

**“Ramsey’s Contract Administrator”** means Ramsey County, Transit Project Manager or such other person as may be designated from time to time by Ramsey to administer this Agreement for Ramsey.

**“Ramsey’s Designee”** means Ramsey County Deputy Director of Multimodal Planning, or such other person designated from time to time by Ramsey to act on its behalf, noticed in accordance with Section 8.07.

**“Ramsey’s Project Share”** means the proportions of total funds paid for the Project by Ramsey under this Agreement and any other grant funds provided by Ramsey under other agreements.

**“Ramsey’s Proportionate Share”** means Ramsey’s Project Share multiplied by the Net Proceeds of the sale of Real Property.

**“Real Property”** means a fee simple, leasehold, or any other interest in real property, or any improvements made to real property to the extent said improvements are acquired in whole or in part with Grant funds and are constructed and used for the Project.

**“Restricted Property”** means the Real Property upon which the Council is required to place a Declaration in accordance with the terms of this Agreement.

**“Replacement Property”** means such interest in real property and improvements acquired as a substitute for the Real Property, and any applicable improvements, in accordance with Article IV of this Agreement.

**“Sale of Real Property”** means the transfer of any interest in Real Property for valuable consideration.

**“Use Contract”** means any lease, sublease, management contract, or joint venture, naming rights, advertising, licensing or sponsorship agreement or other contract or instrument relating to all or any portion of the Real Property and any improvements attached thereto and personal property contained therein.

*[The rest of this page is left blank intentionally]*

## **ARTICLE II GRANT**

**SECTION 2.01 GRANT OF MONIES.** Ramsey agrees to grant the amount of \$39,900,000 ("Maximum Grant Amount") to the Council for the Grant Project. Of this amount, Ramsey agrees to provide up to \$10,949,000 for the initial Grant Activity Period of the twelve months following the Effective Date of this Agreement. Grant funds provided in subsequent years will be established as a part of Ramsey's annual budget process set forth in and incorporated through amendment to this Agreement. In no event shall the sum of the annual grant amounts exceed the Maximum Grant Amount.

The Maximum Grant Amount includes Grant funds for expenditures pursuant to federal Pre-Award Authority and expenditures for non-FFGA eligible activities if specifically authorized pursuant to Section 2.08 of this Agreement.

In no event will Ramsey's obligation under this Agreement exceed the Maximum Grant Amount as a result of cost overruns or otherwise. The Council acknowledges that all or a portion of the Grant made hereunder may be financed with the proceeds of Bonds (see Article V of this Agreement for additional terms of compliance).

**SECTION 2.02 TERM OF GRANT AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall terminate two years following such date, unless earlier terminated as provided herein.

**SECTION 2.03 STAFF SUPPORT.** Ramsey intends to provide staff support from among its own employees to assist in PDP activities. The specific roles, responsibilities and reporting structure for Ramsey staff support will be determined and agreed upon in writing by Ramsey's Designee and the Council's Designee. The value (including overhead and fringe benefits) of any such staff support will be at the County standard rates and will constitute an in-kind contribution, the value of which will be considered part of the local match for the Ramsey Project Share consistent with federal rules and regulations regarding in-kind contributions. Ramsey will provide documentation to the Council, including, without limitation, applicable standard staff rates for approved support staff. The Council may request Ramsey provide additional documentation to demonstrate the appropriateness of the expenditures for which eligible reimbursement is requested, or as required by the FTA for reporting purposes. Within thirty (30) days after receipt of all such documentation, the Council will confirm in writing to Ramsey the approved amount has been credited to the Project and applied to the Ramsey Project Share.

**SECTION 2.04 USE OF GRANT PROCEEDS.** The Council agrees to perform and complete in a satisfactory manner the Grant Project, all as set forth in Exhibit E. The Council shall use the proceeds of the Grant only for the purposes and consistent with the amounts stated in Exhibit E. The Council shall not use the proceeds of the Grant for operating assistance for other transitways, any other working capital expenses, or for any other purpose not identified in Exhibit E. The Council shall comply with all contractual and other requirements necessary to maximize federal, state, and any other matching funds identified by the Council for the Grant Project and the Project, as identified in Section 2.14. The Council shall expend Grant funds in a manner that



complies with all FTA requirements, so that Grant funds qualify as a Local Share in a future FFGA, except as approved by Ramsey pursuant to Section 2.08.

After prior consultation with Ramsey's Designee, the Council may reallocate funds among the FTA's standard cost categories referenced in the Grant Project budget as shown in Exhibit E, provided, however, that any such reallocation shall be consistent with FTA guidelines, Ramsey's prior approval for expenditures pursuant to Pre-Award Authority, Ramsey's contingency management requirements, and other conditions identified in the Funding Commitment Resolutions.

**SECTION 2.05 INTEREST AND UNSPENT FUNDS.** Interest accrued on funds provided by Ramsey to the Council under this Agreement will be held in a separate budget line and accrued interest will be available upon a Ramsey request for reimbursement to Ramsey. In any quarter where unspent principal funds exceed the amount of the next two months anticipated budgeted expenditures, Ramsey will suspend payments under this Agreement for two months or until the Council demonstrates to Ramsey's reasonable satisfaction that payments are needed.

**SECTION 2.06 EXTENSION OF GRANT ACTIVITY PERIOD.** Upon written request of the Council, a Grant Activity Period may be extended in writing by Ramsey's Designee. At the end of the Grant Activity Period, including any extension, Ramsey's obligation to continue to fund the Grant shall terminate, except as may be provided in Section 2.11.

**SECTION 2.07 COMPLETION OF PROJECT.** The Council shall use best efforts to: (a) complete the Project; and (b) secure all funding sources needed for completion of the Project, provided, however, that the Council's exercise of best efforts does not relieve the Council of any of its obligations under this Agreement, including but not limited to Section 2.14.

**SECTION 2.08 REQUIREMENTS FOR THE PROJECT.** The Council agrees to comply with the following requirements:

- A. The Council will not make any final governmental decisions for engineering or construction activities, including disbursement of Grant funds for those activities, until any necessary state and federal environmental review has been completed and a Finding of No Significant Impact (FONSI), Finding of Fact and Conclusion (FOFC), and Negative Declaration have been published in the Environmental Quality Board Monitor.
- B. RCRRRA and the Council will implement all mitigation measures identified in Appendix A of the FONSI and in the final Section 106 Memorandum of Agreement (included in Appendix B of the FONSI), and will coordinate with other agencies and stakeholders during the design and construction phases of the Project as stipulated in the above document.
- C. Except as provided in Section 2.08.C. below, Grant funds may only be used for CIGP federally-eligible activities. For purposes of this Agreement, eligible activities shall not include Joint Development activities, unless specifically authorized by the County and RCRRRA prior to any expenditure for such purpose. Approval by the County and RCRRRA shall be in the form of resolutions that identify a maximum amount, the funding source,

the scope of work, and any special conditions deemed necessary by the County or the RCRRA. If the FTA determines any project expenditure is not eligible to qualify as part of the Local Share for the Project pursuant to an FFGA, the Council shall reimburse Ramsey for actual costs paid for all ineligible expenditures. If Ramsey reasonably questions whether an expenditure is federally-eligible, the Council shall provide any information requested by Ramsey to demonstrate eligibility. Ramsey retains the right to withhold in its sole judgement disbursements for that activity until such time as Ramsey determines that the Council has satisfactorily demonstrated eligibility.

- D. Ramsey may, in its sole discretion, agree that Grant funds may be used for activities that do not qualify as federally-eligible or for Joint Development activities under the following conditions:
1. Ramsey provides prior written approval of the proposed expenditure, if feasible, pursuant to resolution. A request for prior approval must include a detailed accounting of the expenditure; the justification for using Grant funds; an explanation of why the proposed expenditure is necessary to advance the Project; and a detailed description of the impact on Project budget, Ramsey's Project Share, and the Local Share.
  2. If prior written approval is not feasible, the Council may request Ramsey to authorize the expenditure after the activity has been performed. Such request must include a detailed accounting of the expenditure; the justification for using Grant funds; an explanation of why prior approval was not feasible; and an explanation of why the expenditure was necessary to advance the Project.
  3. In no event will Ramsey approve the use of Grant funds for non-federally-eligible activities if such expenditure or activity would result in non-compliance with Article VI.
  4. The Council must provide a separate accounting of all expenditures made pursuant to this Section 2.08.D, as well as an analysis of the impact on the Local Share for the Project and future federal funding.
- E. The Council shall provide to Ramsey all information necessary for Ramsey to provide fiscal oversight of the use of Grant funds, including the following:
1. Monthly budget reports identifying all activities for which funds have been expended;
  2. Monthly report on anticipated risk to scope and schedule;
  3. Upon request, copies of invoices and supporting documentation submitted by the Project contractors;
  4. Upon request, the most current information generated by the Project contractors, including copies of progress reports;
  5. Upon request, documentation identifying sources and uses of the Parties' funding share

and quarterly actual expenditures as compared to budget; and

6. Any other requests for information as needed by Ramsey.
- F. Prior to the submittal of the application to the FTA for entry into the Engineering Phase, the Council shall jointly develop a schedule with Ramsey for the review of all related documentation, and shall provide such documentation to Ramsey in accordance with the agreed upon schedule.
- G. In all cases, the Council agrees to include Ramsey in Project decision-making activities under this Agreement. Staff designated by Ramsey's Designee will participate in the Project, including, but not limited to all Project committee meetings and coordination meetings with state and federal agencies, municipalities and interest groups. Council staff will coordinate with Ramsey's Contract Administrator with respect to all requests for actions by the County or RCRRA relating to the Project.
- H. Appropriate staff designated by Ramsey's Designee will be notified and invited to participate in all meetings with the FTA, if feasible.
- I. Reports relating to scope, schedule, and budget shall be shared with Ramsey prior to submission to FTA and shall include the following:
  1. Project Management Plan and any updates;
  2. Financial Plan and any updates;
  3. Risk and Contingency Management Plan and any updates;
  4. Each new full revision to the integrated master project schedule;
  5. The draft application for Requesting Entry into the Engineering Phase and the draft grant application for the FFGA and all attachments;
  6. Any other report or information relating to project scope, schedule, and budget as requested by Ramsey or Ramsey's Designee; and
  7. Spot reports prepared by the FTA's project management oversight consultant if received by the Purple Line Project Office shall be shared with Ramsey.

**SECTION 2.09 COUNCIL REPRESENTATIONS AND WARRANTIES.** With respect to the Grant Project, the Council represents and warrants to Ramsey as follows:

- A. It has legal authority to enter into, execute, and deliver this Agreement, and it has taken all actions necessary to its execution and delivery of this Agreement and has the legal authority to perform the Grant Project.

- B. This Agreement is a legal, valid and binding obligation of the Council, enforceable against the Council in accordance with its terms.
- C. To the best of the Council's knowledge after due search and inquiry, the Council has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to Ramsey relating to the Grant or the disbursement of any of the Grant is true and correct.
- D. To the best of the Council's knowledge after due search and inquiry, it is not in violation of any provisions of the laws of the State of Minnesota; no actions, suits, or proceedings are pending, before any judicial body or governmental authority, against or affecting it relating to the Project or Grant Project; and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority that would impair its ability to enter into this Agreement or to perform any of the acts required of it in this Agreement.
- E. Neither the execution and delivery of this Agreement, nor compliance with any of the terms, conditions, requirements, or provisions contained herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.
- F. The Council will be the federal grantee for purposes of obtaining the federal funds for the Project. The Council acknowledges that as the federal grantee for the Project, the Council is required to ensure project compliance with federal law, regulations, and requirements. The Parties agree to cooperate with each other in carrying out the obligations set forth in this paragraph.
- G. The Council will have the sole responsibility for reporting project expenditures to the FTA and to Ramsey. The Council will have responsibility for, and compliance with, audit requirements in this Agreement, including Sections 2.14, 2.16, and 8.01. In addition, the Council will provide sufficient access to FTA to inspect and audit records and information related to performance of this Agreement. The Council agrees to provide the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Council which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

**SECTION 2.10 COUNCIL COVENANTS.** With respect to the Grant Project, the Council covenants with Ramsey as follows:

- A. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties contained in this Agreement.
- B. It will make no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it submits to Ramsey relating to the Grant or the disbursement of any of the Grant will be true and correct.

- C. It will use the Grant solely for expenditures to perform and complete the Grant Project or to pay for the completion of the Grant Project.
- D. The Grant Project will be performed and completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant Project.
- E. It has complied or will comply with the matching funds requirement contained in Section 2.15.
- F. It will use best efforts: 1) to complete the Grant Project; and 2) secure funding sources needed for such completion, provided that the Council's exercise of best efforts does not relieve the Council of any of its obligations under this Agreement, including but not limited to the obligation to secure such funding or any required matching funds.
- G. It will furnish such satisfactory evidence regarding the representations and warranties described herein as may be reasonably required and requested in writing by Ramsey.

#### **SECTION 2.11 RAMSEY'S PROJECT SHARE AND APPROVALS.**

- A. Ramsey will use good faith efforts to provide Ramsey's Project Share.
- B. Ramsey approvals required under this Agreement will not be unreasonably withheld, and Ramsey approval decisions will not be unduly delayed.

#### **SECTION 2.12 TERMINATION OR MODIFICATION FOR LACK OF FUNDS.**

- A. The Grant under this Agreement is subject to the availability and provision of funding from proceeds of taxes authorized by Minnesota Statutes §§ 297A.993 and 398A.04, subd. 8, or by Bonds secured by such taxes. If, at any time, Ramsey intends to use Bonds to fund its share of funding hereunder:
  - 1. these tax revenues available to Ramsey are projected to be less than necessary to meet Ramsey's financial commitments;
  - 2. the County or RCRRA fail to pass an approving resolution authorizing the issuance and sale of the Bonds;
  - 3. the County or RCRRA are unable to obtain an unqualified approving opinion of their nationally-recognized bond counsel as to: the validity of the Bonds, or exemption from federal gross income tax of interest on the Bonds if the Bonds are intended to be issued as tax-exempt;
  - 4. the County or RCRRA do not receive a bid for the purchase of the Bonds; or

5. no bid received for the purchase of the Bonds results in a net interest cost on such Bonds that is acceptable to the County or RCRRA;

then Ramsey:

1. shall as soon as practicable notify the Council in writing of such situation; and
  2. may unilaterally amend the payment schedule called for under this Agreement, reduce the Maximum Grant Amount, or cancel this Agreement.
- B. Prior to any amendment, reduction, or cancellation as provided for in this section, Ramsey shall meet with the Council to discuss potential changes in the scope of the Grant Project and/or disbursement schedule that would allow the Grant Project to go forward in a modified form or to wind down the Grant Project.

Upon receipt of Ramsey's notice of an amendment of the payment schedule, reduction of the Maximum Grant Amount, or cancellation of the Agreement, the Council shall take all actions necessary to discontinue further commitments of funds to the extent they relate to this Agreement or the portions of this Agreement for which funding has become unavailable.

The Council shall immediately notify Ramsey of any change in circumstances indicating that the Council will not receive anticipated funding sources identified in Section 2.15, if any. In such event, Ramsey may cancel the Grant and this Agreement, unless the Council provides satisfactory evidence to Ramsey that it will receive substitute funding for completion of the Grant Project.

- C. Notwithstanding any amendment, reduction, or cancellation under this section because of lack of Ramsey funds, Ramsey shall allow the Council to use any disbursed Grant funds for Ramsey's Project Share of any amounts that were actually expended by the Council for the Grant Project prior to receipt of Ramsey's notice as provided for in the above paragraph, and any of the following:
1. Salary and expenses incurred by the Council's personnel or public agency staff assigned to the Grant Project, as of the time of the notice, and allowable under FTA guidelines for the Grant Project; and
  2. Amounts owed to the Council's consultants, contractors, subcontractors, suppliers, and others for completed and acceptable work that has either not been invoiced to the Council or actually paid by the Council as of the time of the notice;
  3. Amounts owed related to the acquisition of Real Property, including direct purchase, condemnation, and relocation obligations that have either not been invoiced to Ramsey or actually paid by the Council as of the time of the notice; and
  4. Amounts owed to the Council's lessor of the Purple Line Project Office.

Amounts identified above in this section are hereinafter referred to as the “Council’s Payment Commitments,” provided, however, that all such Council’s Payment Commitments shall be costs that are properly capitalized under general accounting principles if funded from Bond proceeds.

- D. Notwithstanding any provisions in this Agreement, Ramsey shall not be assessed nor pay any costs incurred to litigate, arbitrate, resolve or settle any penalties, claims, costs, losses, or damages demanded due to termination of any contracts with consultants, contractors, subcontractors, suppliers, and others (including, without limitation, attorney’s fees; all fees and charges incurred for experts, including engineers, architects and other professionals, in preparation for settlement or trial, or for testimony; and all court or arbitration or other dispute resolution costs).

**SECTION 2.13 GRANT NOT A LOAN.** The Grant is not intended to be a loan.

**SECTION 2.14 REIMBURSEMENT OF RAMSEY.** Within 60 days of the receipt of written demand, the Council shall reimburse Ramsey for the following:

- A. Any amounts paid by Ramsey for which the Council’s books, records, and other documents are not sufficient to substantiate that those amounts were used by the Council to perform the Grant Project.
- B. Any amount paid by Ramsey for Project costs that either duplicate costs covered by other specific grants or agreements, or costs determined by Ramsey to be non-eligible under the provisions of this Agreement.
- C. Any amount identified as a financial audit exception.
- D. Any amount in excess of the Maximum Grant Amount to be returned to Ramsey pursuant to Section 2.01 of this Agreement.
- E. Any amount to be refunded to Ramsey pursuant to Section 2.16 of this Agreement.
- F. Any interest earnings generated by funds Ramsey provides to the Project.
- G. Any amounts determined by the FTA to be ineligible to constitute part of the Local Share that have not been approved by the Ramsey pursuant to Section 2.08.C. above.

**SECTION 2.15 MATCHING FUNDS.** The Council is not obligated to provide matching funds for the completion of the Grant Project under this Agreement.

If the Council does obtain and supply matching funds for the completion of the Grant Project, any matching funds must either be in the form of

- A. cash monies;

- B. legally binding commitments for money; or
- C. equivalent funds or contributions, including real property, that have been or will be used to complete or pay for the Grant Project.

#### **SECTION 2.16 RECONCILIATION AND FINAL REPORT.**

- A. Within three (3) months after the termination of this Agreement, the Council will provide a preliminary financial report of expenditures made for the Grant Project, the amounts and sources of funds received, the amount of disbursed but unexpended Grant funds remaining for the Grant Project, and an estimate of the refund, if any, owed to Ramsey. Upon written request by Ramsey, the Council will remit any unexpended Grant funds to the County and RCRRA in proportion to their respective contributions.
- B. Within six (6) months after the commencement of revenue service or termination of the Project, the Council shall provide a preliminary written financial report of all expenditures made for the Project, the amounts and sources of all funds received from any source for the Project (including interest earnings thereon), the amount of disbursed but unexpended Grant funds remaining for the Project, and a preliminary estimate of refund owed to Ramsey, measured by Ramsey's Project Share.
- C. Within thirty (30) days after providing the preliminary financial report pursuant to Section 2.16.A, the Council shall refund to Ramsey, 50% of the estimated refund amount identified in the preliminary report. The Council shall also pay to Ramsey the current balance of interest earnings generated on funds Ramsey has provided to the Project from time to time and upon request of Ramsey.
- D. Prior to FTA award closeout of the FFGA, the Council shall certify and provide a final written report of all expenditures made for the Project; the amounts and sources of all funds received for the Project (including interest earnings on project funds); the amount of unexpended funds remaining for the Project; and Ramsey's Project Share. Calculation of these amounts is subject to verification by Ramsey and/or independent audit. This verification process shall not be deemed to supersede the dispute resolution process in Section 8.16.
- E. If Ramsey's contribution to the Project exceeds the percentage of eligible costs specified in Ramsey's Funding Commitment Resolutions to the Project, the Council shall promptly return to Ramsey the excess contribution, less any refund amount previously paid to Ramsey under Section 2.16.B, unless otherwise agreed to by Ramsey.
- F. The written reports required in this section shall be made in the format and at a level of detail requested by Ramsey, after consultation with the Council.



### **ARTICLE III DISBURSEMENT OF GRANT PROCEEDS**

**SECTION 3.01 DISBURSEMENTS.** Ramsey agrees, on the terms and subject to the conditions set forth herein and in Exhibit C, to make timely Disbursements from the Grant to the Council from time to time in an aggregate total amount less than or equal to the Maximum Grant Amount.

In consultation with the Council, Exhibit C may be revised by Ramsey or Ramsey's Contract Designee in accordance with this Agreement. Ramsey's Contract Administrator will review the disbursement schedules in Exhibit C at least quarterly. If Ramsey's Contract Administrator finds that forecasted expenditures are likely to be significantly less than the approved disbursement schedule, Ramsey or Ramsey's Designee may reduce the Maximum Grant Amount accordingly. In no event, however, will Ramsey's Designee increase the Maximum Grant Amount.

**SECTION 3.02 DISBURSEMENT REQUESTS.** In order to receive a Disbursement, the Council shall submit to Ramsey's Contract Administrator a disbursement request in accordance with Exhibit C and duly executed on behalf of the Council or the Council's Designee ("Disbursement Request"). Disbursement Request amounts shall be for sums no greater than the monthly amounts identified in Exhibit C, and made for no sooner than the anticipated schedule of disbursements set forth in Exhibit C.

At the time of submission of each Disbursement Request, the Council shall submit to Ramsey such supporting evidence as may be requested by Ramsey to substantiate all expenditures that are to be paid using Grant funds to be provided pursuant to the relevant Disbursement Request. The Ramsey's Designee, in consultation with Ramsey's Contract Administrator, may withhold or reduce the amount of the Disbursement if

- A. The Council cash balance exceeds the amount to be disbursed in any given month and project activities expenditures are estimated to be within the amount of the available cash balance, or
- B. The Council fails to provide evidence reasonably necessary and sufficient to support the disbursement request, as determined by Ramsey's Contract Administrator.

If the Council has complied with all requirements of this Agreement and Ramsey, acting through Ramsey's Contract Administrator, approves the relevant Disbursement Request, then Ramsey shall authorize the requested Disbursement to the Council.

**SECTION 3.03 CONDITION PRECEDENT TO ANY DISBURSEMENT.** The obligation of Ramsey to make any Disbursement shall be subject to the following conditions precedent:

- A. Prior to the first disbursement under this Agreement, Ramsey shall have received evidence, in form and substance acceptable to Ramsey, that
  1. The Council has legal authority to and has taken all actions necessary to enter into this

Agreement;

2. This Agreement is binding on and enforceable against the Council; and
3. The Council has fulfilled such other terms as set forth in Section 2.15, if any, and **Exhibit C**.

B. If the Council becomes aware of any material change in circumstances which would render the information in Paragraph A above incorrect, the Council shall notify Ramsey of such change in circumstances within ten (10) business days of becoming aware of such change in circumstances or prior to the next Disbursement Request, whichever is earlier.

C. For all Disbursements:

1. Ramsey shall have received a Disbursement Request for such disbursement specifying the amount of Grant funds being requested, which amount when added to all prior requests for disbursements shall not exceed the Maximum Grant Amount set forth in Section 2.01.
2. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
3. The Council has supplied to Ramsey all other items that Ramsey may reasonably require.

**SECTION 3.04 RAMSEY'S PRIOR APPROVAL FOR USE OF GRANT FUNDS FOR PRE-AWARD AUTHORITY EXPENDITURES OR EXPENDITURES PURSUANT TO A LONP.**

A. Unless Ramsey has provided prior approval, prior to execution of the FFGA, Grant funds will not be disbursed and may not be expended for expenditures allowable under a LONP from the FTA, or for the following purposes allowable under Pre-Award Authority:

1. Utility relocation;
2. Real property acquisition and associated relocations;
3. Vehicle purchases;
4. Demolition, and procurement of long lead items.

Ramsey will only authorize Grant funds to be expended on such activities if the Council can demonstrate to Ramsey's satisfaction that the activity has a critical path schedule or cost impact.

- B. Ramsey will only authorize the use of Grant funds for expenditures for LONP activities if:
1. Ramsey has provided its prior approval of the submission of a request for a LONP to the FTA;
  2. Both the County and RCRRA have approved the use of Grant funds for advanced construction under the proposed LONP; and
  3. The FTA has subsequently approved the requested LONP.
- C. The County's and RCRRA's approval for the use of funds for Pre-Award Authority or LONP expenditures will be in the form of a resolution that identifies a specific funding share amount and purpose, as well as a maximum, not-to-exceed dollar amount. The resolutions may also identify any special conditions.

### **SECTION 3.05 PROCESS FOR REQUESTING PRE-AWARD AUTHORITY AND LONP AUTHORIZATIONS.**

Requests for prior approval, as required under Section 3.04, to expend Grant funds pursuant to Pre-Award Authority or LONP must be submitted in writing to Ramsey's Contract Administrator. Written requests should include sufficient information and justification to allow Ramsey to consider the request, including but not limited to the following information:

- A. Identification of the maximum dollar amount of Grant funds to be expended, as well as Ramsey's percentage funding share of the requested expenditures;
- B. Description of the specific activities to be covered by the Pre-Award Authority or the LONP including scope, schedule, and budget;
- C. Justification for advancing the identified activities, including a detailed assessment of the consequences to the project scope, schedule (including critical path impacts), and budget should the Pre-Award Authority or the LONP authorization not be approved by Ramsey. The justification must also include a detailed assessment of the benefits to the Project should the Pre-Award Authority or LONP authorization be approved;
- D. A detailed description of the risks of proceeding or not proceeding with the proposed activities prior to entry into the Engineering Phase and execution of the FFGA, and a proposed risk mitigation plan;
- E. Status of procurement progress for the activities covered by the authorization;
- F. Demonstration that the Council is ready to expend Grant funds on requested activities within the identified timeline, including completion of necessary contract procurement, right-of-way acquisition, third party agreements, and resolution of any other technical readiness issues;

- G. Demonstration that the FTA has concurred with the requested Pre-Award Authority activity, if applicable, or approved the LONP request; and
- H. Any additional information required by Ramsey as needed to support its consideration of the request.

**SECTION 3.06 RAMSEY NOT LIABLE.** Ramsey is not liable to the Council for costs, claims, damages, consequential damages or liabilities of any nature or kind for failure to disburse funds to the Council in accordance with the terms of this Agreement and subject to Section 2.11, if applicable.

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## **ARTICLE IV ACQUISITION OF REAL PROPERTY**

**SECTION 4.01 APPLICABILITY.** The provisions of this Article IV are in addition to and not in replacement of the other provisions of this Agreement, and shall only apply in the event that the Council, as part of the Project, acquires an interest in Real Property. This Article shall apply even if

- A. The Council does not directly use Grant monies to acquire the Real Property; or
- B. The Council acquires the Real Property prior to, during, or after the term of this Agreement.

However, the provisions contained in this Article IV do not apply to permits, temporary easements, licenses, or other agreements for use of land on which the Council will not be constructing or placing permanent improvements. The provisions in this Article IV also do not apply to any interest in land that is provided by the Council for constructing or placing permanent improvements for the Project where the value of the interest in the land is not counted as part of the Local Share for the Project.

**SECTION 4.02 FEE SIMPLE ACQUISITION OF REAL PROPERTY.** Whenever practicable, the Council shall acquire a non-defeasible fee simple interest in Real Property. This section shall not be interpreted to mean that the Council must acquire fee title to the Real Property.

**SECTION 4.03 EXECUTION AND DELIVERY OF DECLARATION.** Upon acquisition of Real Property, the Council shall promptly execute a Declaration substantially in the form of **Exhibit B**, record it in the appropriate office, and deliver it to Ramsey with all of the recording information displayed thereon.

**SECTION 4.04 COVENANTS, REPRESENTATIONS, AND WARRANTIES BY COUNCIL.** With respect to the Council's acquisition of Real Property the Council covenants with Ramsey as follows:

- A. The Council will take no action that would revoke or impair the Council's authority or ability to enter into, record, or deliver the Declaration. The Council represents and warrants that, as of the date of this Agreement, the Council has legal authority to enter into, execute, record, and deliver the Declaration.
- B. The Council will take all actions necessary to the execution, recording, and delivery of the Declaration.
- C. After the Declaration has been executed, the Declaration will be a legal, valid, and binding obligation of the Council, its successors and assigns, enforceable against the Council, its successors and assigns, in accordance with its terms.
- D. The Council's acquisition of an interest in the Real Property will be performed in full and complete compliance with all applicable laws, statutes, rules, ordinances, and regulations

issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property.

- E. The Council will obtain all applicable licenses, permits, and bonds required for its acquisition of an interest in the Real Property.
- F. The Council's use of the Real Property will fully comply with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the use of the Real Property.
- G. The Council will obtain all applicable licenses, permits, and bonds required for its use of the Real Property and improvements.
- H. In its acquisition of an interest in Real Property, the Council will comply with all of the terms contained in this Agreement and the Declaration.
- I. The Council will fully enforce the terms and conditions of any Use Contract or management agreement it enters into for operation of the Real Property.
- J. The Council will not allow any lien or encumbrance that is prior or superior to the Declaration to be created or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of Ramsey. Notwithstanding the foregoing, Ramsey acknowledges that FTA shall retain a federal interest in any federally-assisted Real Property financed with FTA assistance.
- K. The Council will take no action that would be in violation of any laws of the State of Minnesota that would (i) prohibit it from entering into, recording, and delivering the Declaration, or (ii) affect its ability to acquire an interest in the Real Property or use the Real Property for the Project. The Council represents and warrants that, as of the date of this Agreement, the Council is not in violation of such laws that would prohibit or prevent it from performing such acts.
- L. The Council will immediately notify Ramsey of any actions, suits, or proceedings pending or threatened, to Council's knowledge, before or by any judicial body or governmental authority, against, or affecting it that would (i) prohibit it from entering into, recording, and delivering the Declaration, or (ii) affect its ability to acquire an interest in the Real Property or use the Real Property for the Project. The Council represents and warrants that, as of the date of this Agreement, it has no knowledge of any such action, suit, or proceeding.
- M. The Council will take no action that would cause the Council to be in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would prohibit it from (i) executing, recording, and delivering the Declaration, or (ii) acquiring an interest in the Real Property or operating the Real Property for the Project. The Council represents and warrants that, as of the date of this Agreement, it is not in

default under any such order, writ, injunction, decree, or demand of any court or any governmental authority.

- N. The Council will not enter into any agreement or document that would prevent or impair (i) the Council's execution, recording, or delivery of the Declaration, or (ii) the Council's ability to acquire an interest in and, if applicable, improve the Real Property or use the Real Property for the Project. The Council represents and warrants that, as of the date of this Agreement, such acts will not be prevented by, be a breach of, or result in a breach of, any term, condition, or provision of any agreement or document to which it is a party or by which it is bound.
- O. The Council will take no action that would violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record. The Council represents and warrant that, as of the date of this Agreement, the Council's acquisition of an interest in Real Property or use of Real Property for the Project will not cause such a violation.

**SECTION 4.05 SALE OR CONVEYANCE OF INTEREST IN REAL PROPERTY.** The Council may not sell or convey any interest in Real Property, including but not limited to the fee title interest, easement rights, air rights, or any other interest in the Real Property, for purposes other than for use for the Project, unless all of the following conditions have been met:

- A. The Council determines, by official action of the governing body, that the interest in the Real Property is surplus or excess, and it is no longer usable or needed for the Project;
- B. Ramsey declines the opportunity to acquire the interest in the Real Property, subject to the terms set forth in Section 4.13;
- C. The Council provides Ramsey with written notice of the proposed sale or conveyance at least sixty (60) days prior to the date of such sale or conveyance;
- D. The proposed sale or conveyance of the Real Property is made as authorized by law, including any applicable right of first refusal requirements of Minnesota Statutes § 117.226, and FTA property disposition guidelines and regulations;
- E. The sale or conveyance is for Fair Market Value unless Ramsey gives its prior written approval for a sale for less than Fair Market Value, or unless some other value is required by law or by the FTA Master Agreement (U.S. DOT, Federal Transit Administration, Master Agreement (FTA MA(28) Feb. 9, 2021)), as amended, revised, or supplemented from time to time. Ramsey's approval shall not be unreasonably withheld. A sale for at least 95% of the appraised value shall be deemed Fair Market Value; and
- F. Ramsey's Designee determines that the sale or conveyance will have no adverse effect on the tax-exempt or tax-favored status of the Bonds.

This section does not apply to any sale or conveyance by the Council of Real Property (i) to

Ramsey under Section 4.13 or (ii) to the State of Minnesota or any of its agencies, or any political subdivision of the State of Minnesota, when such sale or conveyance is required by Federal or State statute, or as part of the Project, provided, however, that following such sale or conveyance, the Real Property shall remain subject to the Declaration and transferee shall be subject to the terms of this Agreement.

This section does not apply to Use Contracts.

**SECTION 4.06 DISPOSITION ALTERNATIVES AND PROCEEDS OF A SALE OF REAL PROPERTY.** If the Council has received proceeds from sale or conveyance of an interest in Real Property, other than a Use Contract, the Council must elect one of the following disposition alternatives:

- A. Sell and Reimburse Ramsey. The Council pays to Ramsey Ramsey's Proportionate Share, provided, however, that in no event shall Ramsey receive from the Council under this paragraph a total amount of funds for properties sold by the Council that exceeds the lesser of the aggregate amount of the Disbursements or the Maximum Grant Amount.
- B. Sale and Offset. The Council applies the Net Proceeds to the cost of Replacement Property for the Project. The acquisition and purchase price of such Replacement Property must be approved by Ramsey. Such Replacement Property shall be subject to the provisions of this Agreement. If the purchase price of the Replacement Property is less than the sale price of the Real Property, excess funds shall be distributed in accordance with Section 4.06.A. The terms of this Article IV shall apply to the Replacement Property, and the Council shall timely file a Declaration on the Replacement Property.
- C. Sell and Use Proceeds for other Eligible Projects. If applicable, the Council applies the Net Proceeds to one or more other capital or operating projects eligible for funding under Ramsey's Sales and Use Transportation Tax Implementation Plan, as directed by Ramsey, subject to federal requirements with respect to the use of federal grant monies and Bond proceeds. When possible, consistent with federal and state law, the Ramsey's Proportionate Share shall be deemed to be a Local Share from Ramsey for such an eligible project.
- D. Property Donated by Ramsey. Notwithstanding any other provisions in this section, if the interest in property that was sold was donated by Ramsey to the Project and the value of the property interest was not counted toward the Local Share for the Project, all Net Proceeds shall be paid to Ramsey.

**SECTION 4.07 RELEASE OF RAMSEY'S INTEREST IN REAL PROPERTY.** Ramsey or Ramsey's Designee may release its interest in Real Property if Ramsey or Ramsey's Designee finds the Council to be in compliance with the conditions of Section 4.05; the Council has notified Ramsey of the disposition alternative selected in conformance with Section 4.06; and the Council applies any funds received from the disposition of the Real Property consistent with Section 4.06 on or before the date of such release of Ramsey's interest in such Real Property.



**SECTION 4.08 INSURANCE.** The Council shall maintain or cause to be maintained commercially reasonable property insurance, providing “all-risk” coverage on the Real Property and improvements constructed using Grant proceeds, whether or not constructed on the Real Property, in an amount equal to replacement cost of the value thereof, and shall name the County and RCRRA as loss payees thereunder. If damages covered by such required insurance occur to the Real Property or improvements, then the Council shall, at its sole option and discretion, either: (i) use the insurance proceeds or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property, if such exists, in accordance with the provisions contained in Sections 4.05 and 4.06. If the Council elects to only partially repair such damage, but collects insurance proceeds for the remaining damaged property that has not been repaired, then the portion of the insurance proceeds related to the damage that was not repaired shall be applied in accordance with the provisions contained in Section 4.06 as if the Council’s interest in the Real Property had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.06 upon the ultimate sale of the Council’s interest in the Real Property. If the Council elects to sell its interest in the Real Property then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.06, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Council.

As loss payees under the insurance required, the County and RCRRA will assign or pay over to the Council all insurance proceeds each receives so that the Council can comply with the requirements that this Section 4.08 imposes upon the Council as to the use of such insurance proceeds.

At the written request of Ramsey, the Council shall promptly furnish to Ramsey all written notices and all paid premium receipts received by the Council regarding such required insurance, or certificates of insurance evidencing the existence of the required insurance.

**SECTION 4.09 CONDEMNATION.** If all or any portion of the Real Property is condemned to an extent that the Council can no longer use the Real Property for the Project, then the Council shall, at its sole option and discretion, either: (i) use the condemnation proceeds or cause the condemnation proceeds to be used, to acquire an interest in Replacement Property needed for the Council to continue to comply with the provisions contained in this Agreement and to provide or cause to be provided whatever additional funds may be needed for such purposes, or (ii) sell or convey the remaining portion of its interest in the Real Property in accordance with the provisions contained in Sections 4.05 and 4.06. Any condemnation proceeds that are not used to acquire an interest in Replacement Property or to restore, if applicable, the Real Property shall be applied in accordance with the provisions contained in Section 4.06 as if the Council’s interest in the Real Property had been sold or conveyed, and such amounts shall be credited against the amounts due and owing under Section 4.06 upon the ultimate sale of the Council’s interest in the Real Property. If the Council elects to sell or convey its interest in the portion of the Real Property that remains after the condemnation, then such sale or conveyance must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale or conveyance must be applied in accordance with the

provisions contained in Section 4.06, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Council.

As recipients of any condemnation awards or proceeds referred to herein, the County and RCRRA agree to and will disclaim, assign, or pay over to the Council all of such condemnation awards or proceeds each receives so that the Council can comply with the requirements that this Section 4.09 imposes upon the Council as to the use of such condemnation awards or proceeds.

#### **SECTION 4.10 USE, MAINTENANCE, REPAIR, AND ALTERATIONS.**

- A. The Council shall not, without the prior written consent of the County and RCRRA, permit or suffer the use of any of the Real Property for any purpose other than for the Project.
- B. The Council shall comply with the following requirements or cause the requirements to be complied with:
  - 1. Shall keep the Real Property in good condition and repair, subject to reasonable and ordinary wear and tear;
  - 2. Shall not during the useful life of the asset, without written consent of the County and RCRRA, remove or demolish any of the improvements, if applicable, except as provided in Section 4.10.B.8 regarding any fixtures or personal property;
  - 3. Shall not do any act or thing which would unduly impair or depreciate the value of the Real Property;
  - 4. Shall not abandon the Real Property;
  - 5. Shall complete promptly and in good and workmanlike manner any building or other improvement that may be constructed on the Real Property and pay when due all claims for labor performed and materials furnished therefor;
  - 6. Shall promptly restore in like manner or demolish any portion of the improvements that may be damaged or destroyed thereon in accordance with Section 4.08;
  - 7. Shall comply with all applicable laws, ordinances, regulations, requirements, covenants, conditions, and restrictions now or hereafter affecting the Real Property or any part thereof, or requiring any alterations or improvements thereto;
  - 8. Shall not commit or permit any waste or deterioration of the Real Property;
  - 9. Shall not remove from the Real Property any fixtures or personal property that were paid for as part of the Project, unless the property or fixtures are removed to serve another Ramsey-funded capital or operating project and the removal either a) does not materially reduce the operating utility of the Project from which the property or fixtures are removed, or b) the property or fixtures are replaced as soon as practicable with like

property of at least equal utility; and

10. Shall not commit, suffer, or permit any act to be done in or upon the Real Property in violation of any applicable law, ordinance, or regulation. The Council shall require that any person it permits or suffers to use the Real Property complies with these requirements, and any failure by such person to comply with these requirements shall be deemed to be a failure of the Council;

- C. Prior to commencement of revenue service, the Council shall consult with Ramsey's Contract Administrator in regard to any maintenance, repairs, or alterations required under this section.

**SECTION 4.11 INSPECTION OF REAL PROPERTY.** Upon reasonable request by Ramsey, the Council shall allow, and will require any entity with which it enters into a Use Contract for any portion of the Real Property to allow, Ramsey to inspect the Real Property subject to applicable right of entry requirements.

**SECTION 4.12 RECEIPT OF MONIES UNDER USE CONTRACT.** If the Council receives any monies under a Use Contract for the Real Property that is subject to the terms of this Article IV, the portion of such monies in excess of the amounts the Council needs to pay operating expenses of the Real Property under the terms of such Use Contract shall be accounted for by the Council as operations revenues for the transitway developed by or for the Project, except as may be agreed to in writing by the Parties.

**SECTION 4.13 RAMSEY'S RIGHT TO ACQUIRE SURPLUS OR EXCESS PROPERTY.** If the Council determines, by official action, that any interest in Real Property is surplus or excess and no longer usable or needed for the Project, it shall comply with any applicable federal and state requirements, including any right of first refusal requirements of Minnesota Statutes § 117.226, and then, before otherwise disposing of the Real Property offer the Real Property at no cost to the County and RCRRA or to another political subdivision as designated by Ramsey pursuant to action of the Board(s) of Commissioners for the County or RCRRA. The accepting Party must satisfy and discharge any interests that other funders of the Project may have in the Real Property and assume any other obligations associated with the Real Property, in accordance with FTA requirements.

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**ARTICLE V**  
**COMPLIANCE WITH TAX-EXEMPT OR TAX-FAVORED BOND REQUIREMENTS**

**SECTION 5.01 COMPLIANCE WITH TAX COVENANTS AND REPRESENTATIONS.** The Council hereby acknowledges that some or all of the Disbursements may be funded with the proceeds of tax-exempt or tax-favored Bonds. The Council agrees to comply with the provisions of all applicable state and federal laws, rules, and regulations pertaining to the use of such bond proceeds. The Council will not use such bond proceeds in any way that would cause the Bonds to be classified as “arbitrage bonds” under Section 103 and Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations (the “Regulations”). The Council will not take any action that would cause any of the Bonds to be deemed a “private activity bond” within the meaning of Section 141 of the Code and applicable regulations, or that would adversely affect the tax-exempt or tax-favored status of the Bonds, or omit to take any action necessary to maintain such tax-exempt or tax-favored status of the Bonds. The Council agrees to assist Ramsey in complying with applicable federal tax laws, rules, and regulations by timely informing Ramsey of possible compliance issues and by cooperating to help ensure compliance.

Ramsey, other governmental entities, and the general public will use the Project that is financed with the proceeds of the Bonds. The Council shall provide advance notice of any intent to enter into any Use Contract for all or portions of the Project and shall obtain Ramsey’s consent prior to entering into any such Use Contract. Ramsey shall provide consent only if the arrangement under the Use Contract does not cause the Bonds to exceed the limits set forth in either the private business tests in Section 141(b) of the Code or the private loan financing test in Section 141(c) of the Code.

If it is determined by the County’s or RCRRA’s bond counsel that (i) any action by or omission of either of the Parties or (ii) any term of this Agreement is noncompliant or creates a significant risk of noncompliance with applicable state and federal laws, rules, or regulations pertaining to the use of such Bond proceeds, the Parties shall negotiate in good faith to agree on alternatives to avoid such noncompliance or risk of noncompliance, including if necessary, the amendment of any term of this Agreement.

**SECTION 5.02 NONCOMPLIANCE.** The Council agrees to assume responsibility for reasonable attorney’s fees for Ramsey’s counsel services and for all costs associated with remedying events and risks of noncompliance under this Article V that are the result of any action or omission of the Council. Without limiting the foregoing, in the event that any action or omission of the Council results in the loss of tax-exemption on Bonds originally issued as tax-exempt, the Council shall pay, or reimburse Ramsey for: (i) any increase in fees or interest rates arising under the applicable Bond documents as a result of such loss of tax-exempt status; (ii) any fees, penalties, or other charges imposed by the Internal Revenue Service (“IRS”), the Minnesota Department of Revenue, or any applicable authority; and (iii) any costs, including attorney or advisory fees, incurred by Ramsey in connection thereto. Such payment or reimbursement by the Council shall also be required in the event that Ramsey enters into a Voluntary Closing Agreement with the IRS or similar arrangement.

## **ARTICLE VI ADDITIONAL REQUIREMENTS**

### **SECTION 6.01 PROJECT DECISION MAKING AND FINANCIAL OVERSIGHT.**

Ramsey's Designee and the Council's Designee may bring key decisions on significant aspects of the Project to a policy maker working group for mutual agreement. Ramsey and the Council will timely share information such that staff and policy makers can implement this cooperative approach.

**SECTION 6.02 CONTINGENCY MANAGEMENT.** Excess funds resulting from low bids shall be deposited in the unallocated contingency. These funds and all other Project funds must be managed pursuant to the change control and financial oversight processes established by Ramsey. Such oversight shall include, but not be limited to, review and approval of the project costs and budget at the 30%, 60%, and 90% levels of design, as well as the project costs and budget submitted to the FTA as a component of the application for a Full Funding Grant Agreement.

**SECTION 6.03 CASH FLOW.** The Council shall provide cash flow financing of the federal funding share. Ramsey shall only be responsible for cash flow financing of the Local Share.

### **SECTION 6.04 ELIGIBLE AND INELIGIBLE PROJECT AND OPERATING COSTS.**

The following are not Project costs or operating costs to be paid by Ramsey: any loss claim liability or other accident-related exposure beyond the payment of insurance premiums, self-insured retention or deductible, or self-insurance program. Ramsey may provide input on the Council's bus rapid transit insurance-related decision making.

To the fullest extent permitted by law, the Council shall defend, indemnify, and save harmless Ramsey's elected or appointed officials, officers, agents, and employees from any loss claim liability or other accident-related exposure beyond the payment of insurance premiums, self-insured retention or deductible, or self-insurance program, including negligent acts or omissions of the Council's appointed officials, officers, agents, or employees, arising out of the design, engineering, construction, testing or start-up of the Project. The Council's obligation herein is not a Project cost nor an operating cost to be paid by Ramsey.

### **SECTION 6.05 PROJECT SHUTDOWN OBLIGATIONS.**

- A. Project Shutdown Prior To Revenue Service. If the Project is cancelled or otherwise discontinued prior to revenue service, the following are project costs that may be paid from Grant funds, but must be actual and verifiable costs incurred by the Council for activities authorized in this Agreement:
1. Contractual encumbrances, buyouts, and other liabilities pursuant to contracts with the Council; the Council must not enter into or extend any contracts agreeing to buyout, restoration obligations, penalties, or other shutdown liabilities in excess of actual and

verifiable expenses without the consent of Ramsey or Ramsey's Designee;

2. Project costs related to the acquisition of Real Property for the Project including direct purchase, condemnation, and relocation obligations;
3. Reasonable expenses of Project Office shutdown, consistent with the Council's employment policy (Ramsey must be directly involved in decision making); and
4. Restoration of bike trails, sidewalks and any other obligations as required by law or contract to restore the construction site.

In the event that shutdown costs not covered by this Agreement are identified by the Council, the Parties agree to meet and discuss in good faith responsibility for the payment of such expenses. The Council shall make good faith efforts to mitigate expenses under this section.

- B. Project Shutdown Post-FFGA. As the federal grantee, the Council shall be responsible for fulfilling all obligations under the FFGA without recourse to Ramsey, unless agreed to in a separate agreement.
- C. Shutdown Scenario: Due To "But For" Regulatory Changes. If bus rapid transit service on the Purple Line is shut down due to regulatory changes, the Council shall be responsible for all costs associated with resuming service, without recourse to Ramsey, such as capital or other costs to upgrade for regulatory compliance.

**SECTION 6.06 FUNDING COMMITMENT RESOLUTIONS.** Those terms and conditions specified in the Funding Commitment Resolutions set forth in Exhibit D, are incorporated herein. The Council's failure to comply strictly with the Funding Commitment Resolutions, as incorporated herein, shall be an Event of Default under this Agreement. Waiver of any non-compliance shall not excuse future non-compliance with the same or other provisions.

*[The rest of this page is left blank intentionally]*

## **ARTICLE VII EVENTS OF DEFAULT AND REMEDIES**

**SECTION 7.01 EVENT(S) OF DEFAULT.** The following shall, unless waived in writing by Ramsey, constitute an Event of Default under this Agreement:

- A. If any representation, covenant, or warranty made by the Council herein, in any other document furnished pursuant to this Agreement, or in order to induce Ramsey to disburse any of the Grant, is untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Council fails to fully comply with any material provision, term, condition, covenant, or warranty contained in this Agreement.
- C. If the Council fails to comply strictly with the Funding Commitment Resolutions.

Waiver by Ramsey of any non-compliance shall not excuse future non-compliance with the same or other provisions.

### **SECTION 7.02 NOTICE OF EVENT OF DEFAULT AND OPPORTUNITY TO CURE.**

- A. Council Notice. If the Council has obtained knowledge of the occurrence of an Event of Default, or an event that with the giving of notice or lapse of time or both would constitute an Event of Default, the Council will furnish to Ramsey as soon as possible, but not later than seven (7) calendar days after obtaining such knowledge, a statement setting forth details of each Event of Default, or event that with the giving of notice or lapse of time or both would constitute an Event of Default, and the action that the Council proposes to take with respect thereto.
- B. Ramsey Notice. If Ramsey determines that an Event of Default has occurred, it will provide the Council with written notice of such Event of Default. Upon receipt of such notice, the Council shall have thirty (30) days in which to cure such Event of Default, or such longer period of time to which Ramsey agrees as may be reasonably necessary, so long as the Council is using its best efforts to cure and is making reasonable progress in curing such Events of Default (the "Cure Period"). In no event shall the Cure Period for any Event of Default exceed six (6) months. Within ten (10) business days after receipt of notice of an Event of Default, the Council shall propose in writing the actions that the Council proposes to take and the schedule required to cure the Event of Default.

**SECTION 7.03 REMEDIES.** Upon the Council's failure to cure an Event of Default within the Cure Period, Ramsey may enforce any or all of the following remedies, as applicable:

- A. Ramsey may refrain from disbursing the Grant, except for the Council's Payment Commitments; provided, however, Ramsey may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies

hereunder.

- B. If the Grant is funded in whole or in part directly from proceeds of taxes authorized by Minnesota Statutes §§ 297A.993, or 398A.04, subd. 8, Ramsey may demand that any portion of the Grant funded directly by said taxes that have been already disbursed to the Council be returned to Ramsey, and upon such demand the Council shall return such portion, except for the Council's Payment Commitments, to Ramsey.
- C. If the Grant is funded in whole or in part from Bond proceeds and the Event of Default frustrates the public purpose for which the Grant was awarded, Ramsey may demand that any portion of the Grant funded from Bond proceeds and already disbursed to the Council be returned to Ramsey, and upon such demand the Council shall return such portion, except for the Council's Payment Commitments, to Ramsey.
- D. Ramsey may terminate this Agreement and its obligation to provide Grant funds under this Agreement for cause by providing thirty (30) days' written notice to the Council.

Ramsey may enforce any additional remedies it may have in law or equity. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that Ramsey would otherwise possess.

Prior to Ramsey demanding return of any portion of the Grant already disbursed to the Council, or terminating this Agreement, Ramsey shall meet with the Council to discuss wind-down of the Grant Project. Notwithstanding any provisions in this Agreement, Ramsey shall not be assessed nor pay any costs incurred to litigate, arbitrate, resolve, or settle any penalties, claims, costs, losses, or damages demanded due to termination of any contracts with consultants, contractors, subcontractors, suppliers, and others (including, without limitation, attorneys' fees; all fees and charges incurred for experts, including engineers, architects, and other professionals, in preparation for settlement or trial, or for testimony; and all court or arbitration or other dispute resolution costs).

*[The rest of this page is left blank intentionally]*



## **ARTICLE VIII GENERAL PROVISIONS**

**SECTION 8.01 RECORDS KEEPING AND REPORTING.** The Council shall maintain or cause to be maintained books, records, documents, and other evidence pertaining to the following:

1. Costs or expenses associated with the completion of the Project; and
2. Acquisition of an interest in and, if applicable, the improvement of Real Property; and
3. If applicable, the acquisition, improvement, renovation, rehabilitation, or new construction of any facilities for the Project and the contemplated use of the Real Property and, if applicable, such facilities; and
4. Compliance with the requirements contained in this Agreement.

The Council shall upon request allow or cause the entity which is maintaining such items to allow Ramsey, auditors for Ramsey, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of its books, records, papers, or other documents relevant to the Grant. The Council shall use or cause the entity that is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents, and other evidence for a period of six (6) years from the date of close-out of the Project pursuant to Section 2.16.

**SECTION 8.02 DATA PRACTICES.** The Parties will comply with the Minnesota Government Data Practices Act with regard to all government data collected, created, stored, maintained, and disseminated in connection with this Agreement.

**SECTION 8.03 NON-DISCRIMINATION.** The Council agrees to not engage in discriminatory employment practices in the completion of the Project and, if accomplished, the acquisition of an interest in Real Property, and it shall, with respect to such activities, fully comply, and cause its contractors to comply, with the applicable provisions contained in Minnesota Statutes, Chapter 363A and Minnesota Statutes § 181.59, as may subsequently be amended, modified, or replaced from time to time.

**SECTION 8.04 LIABILITY.** Except as specifically provided herein, each Party agrees that it will be responsible for its own acts and omissions, as well as the acts and omissions of its officers, employees, contractors, and volunteers, and the results thereof, to the extent authorized by law and shall not be responsible for the acts and omissions of the other Parties, their officers, employees, contractors, and volunteers, and the results thereof. The Parties expressly agree that they do not waive any limitations of liability or immunities or defenses available to them by statute or common law, in connection with activities undertaken pursuant to this Agreement.

**SECTION 8.05 RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement is intended or should be construed in any manner to create or establish the relationship of co-partners or a joint venture between Ramsey and the Council, nor shall the Council be considered or deemed to be an agent, representative, or employee of Ramsey in the performance

of this Agreement, the completion of the Grant Project, the Project, or the acquisition of an interest in, improvement of, or use of Real Property. All personnel of the Council or other persons (other than Ramsey employees) while engaging in the performance of this Agreement, the completion of the Grant Project and the Project, or the acquisition of an interest in, the improvement of, or use of Real Property shall not be deemed to have any contractual relationship with Ramsey and shall not be considered employees of Ramsey. In addition, all claims that may arise on behalf of said personnel or other persons while so engaged, out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Council or its officers, agents, contractors, or employees shall in no way be the responsibility of Ramsey. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Ramsey, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay, or retirement benefits.

**SECTION 8.06 CONTRACT ADMINISTRATION.** The Council's Contract Administrator shall manage this Agreement on behalf of the Council and serve as liaison between the Council and Ramsey. Ramsey's Contract Administrator shall manage this Agreement on behalf of Ramsey and serve as liaison between Ramsey and the Council.

**SECTION 8.07 NOTICES.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by registered or certified mail (return receipt requested), to the business address of the Party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either Party by written notice to the other:

*To the Council at:*

Metropolitan Council  
ATTN: Regional Administrator  
390 Robert Street North  
Saint Paul, MN 55101

Purple Line Project Office  
ATTN: Senior Project Manager – Purple Line  
121 Seventh Place East, Suite 102  
Saint Paul, MN 55101

*To Ramsey at:*

Ramsey County and Ramsey County Regional Railroad Authority  
ATTN: County Manager  
250 Courthouse  
15 West Kellogg Boulevard  
Saint Paul, MN 55102

*With a copy to:*

Ramsey County Attorney's Office  
ATTN: RCRRA Attorney  
121 Seventh Place East, Suite 4500  
St. Paul, MN 55102-5001

**SECTION 8.08 BINDING EFFECT; ASSIGNMENT OR MODIFICATION.** This Agreement shall be binding upon and inure to the benefit of the Council and Ramsey, and their respective successors and assigns; provided, however, that the Council may not assign any of its rights or obligations under this Agreement without the prior written consent of Ramsey. Unless provided herein, no change or modification of the terms or provisions of this Agreement shall be binding on either the Council or Ramsey unless such change or modification is: (1) in writing; (2) approved by their respective governing boards, provided, however, that a governing board may, by resolution or action, delegate such authority; and (3) legally executed.

**SECTION 8.09 WAIVER.** Neither the failure of the Council or Ramsey in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Council or Ramsey to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term or provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Council or Ramsey in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**SECTION 8.10 CHOICE OF LAW AND VENUE.** All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed, and venued in the State of Minnesota District Court located in the County of Ramsey, State of Minnesota.

**SECTION 8.11 SEVERABILITY.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect, and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**SECTION 8.12 COUNTERPARTS AND ELECTRONIC SIGNATURES.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument. The Parties agree that the electronic signature of a Party shall be valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties further agree that any document containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written

record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

**SECTION 8.13 SUPPLEMENTAL REPORTS.** The Council shall promptly provide additional information and make supplemental reports to Ramsey as may be reasonably requested by Ramsey.

**SECTION 8.14 SURVIVAL OF OBLIGATIONS.** All obligations of the Council hereunder, including but not limited to those stated in Articles V and VI, not fully performed as of the date of completion of the Grant Project or expiration or earlier termination of this Agreement shall survive such completion of the Grant Project or termination of this Agreement, and the Council, its successors and assigns shall be fully bound by such obligations, unless waived by Ramsey.

**SECTION 8.15 ACKNOWLEDGMENT OF RAMSEY FUNDING FOR THE PROJECT.** The Council shall acknowledge Ramsey County as a funding partner in all promotional, branding, and educational materials related to the Project.

**SECTION 8.16 ALTERNATIVE DISPUTE RESOLUTION.** In the event of a dispute between the Parties arising under this Agreement, the Parties agree to attempt to resolve their dispute by following the process described below:

- A. A Party (the “Initiating Party”) may initiate this dispute resolution process by providing the other Party (the “Responding Party”) with a written notice describing the perceived dispute, the Initiating Party’s position, and underlying reasons therefor.
- B. The Responding Party shall, within ten (10) business days of receipt of such notice, provide the Initiating Party with a written response describing its view of the perceived dispute, the Responding Party’s position, and underlying reasons therefor.
- C. Within fourteen (14) business days from the date the Initiating Party receives the Responding Party’s response, the Parties shall meet to resolve the dispute. The Parties may meet for up to five (5) consecutive business days to resolve the dispute. If substantial progress is being made toward resolution, the Parties may mutually agree to meet for additional days until a resolution is reached or an impasse is declared by either Party. If an impasse is declared, within ten (10) business days of the impasse, the Parties shall select a mutually-agreed-upon neutral facilitator to mediate the dispute. Costs of such facilitator shall be shared equally by the Parties.
- D. At the first meeting the neutral facilitator will assist the Parties in identifying the appropriate parties and participants in the dispute resolution process and their concerns, and will establish a meeting agenda for any subsequent meetings. The Parties shall

cooperatively develop a process for resolving the dispute, which could involve additional negotiations, mediation, or arbitration.

E. In developing the process, the Parties will be guided by the following principles:

1. The Parties will attempt in good faith to reach a negotiated settlement.
2. The Parties will be fairly represented.
3. The Parties will use legal proceedings as a last resort.

In the event the Parties are unable to resolve the dispute, each Party shall retain all rights, remedies, and defenses it had prior to entering the process, except that each Party shall be responsible for its own attorneys' fees and costs.

**SECTION 8.17 COMPLIANCE WITH LAWS.** The Council shall perform and complete the Project in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

**SECTION 8.18 USE OF CONTRACTORS.**

- A. The Council may enter into agreements with contractors or other entities to perform Grant Project activities. However, the Council retains responsibility for performance of the Grant Project. The use of such agreements or contracts does not relieve the Council from any of its obligations under this Agreement.
- B. If the Council engages any contractors to perform any part of the Grant Project activities, the contract for such services shall include the following provisions, and the Council shall require any contractors to include these following provisions in any subcontract:
1. The contractor must maintain all records and provide all reporting as required by this Agreement.
  2. For any construction-related activities, to the fullest extent allowed by Minnesota Statutes, Chapter 337, the contractor must defend, indemnify, and save harmless Ramsey from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, to the extent caused by any negligent act or omission of the contractor or its employees.

For all other contracted work, the contractor must defend, indemnify, and save harmless Ramsey from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused, whether in whole or in part, any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

3. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the County and RCRRA as additional insureds to the extent allowed by Minnesota Statutes, Chapter 337, and provide to the Council prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
4. The contractor must be an independent contractor for the purposes of completing the contracted work.
5. The contractor must acknowledge that the contract between the Council and the contractor does not create any contractual relationship between Ramsey and the contractor.
6. The contractor shall perform and complete the Grant Project in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant Project.

These requirements are in addition to other requirements for such contracts set forth in this Agreement.

**SECTION 8.19 INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and attached Exhibits are true and correct, and are incorporated herein.

**SECTION 8.20 NO WAIVER.** The terms of this Agreement are not to be construed as, or operate as, waivers of the Parties' statutory requirements or authorities, including the Council's authorities pursuant to Minnesota Statutes §§ 473.411, 473.448 and 473.449.

**IN WITNESS WHEREOF,** the County, RCRRA, and the Council have executed this Agreement on the day and date indicated immediately below their respective signatures.

*[The rest of this page is left blank intentionally; signature page follows]*

**SIGNATURE PAGE for CAPITAL GRANT AGREEMENT FOR THE PROJECT  
DEVELOPMENT PHASE OF THE  
METRO PURPLE LINE BUS RAPID TRANSIT PROJECT**

<p><b>METROPOLITAN COUNCIL</b></p> <p>By: _____  Mary Bogie  Regional Administrator</p> <p>Date: _____</p>	<p><b>RAMSEY COUNTY</b></p> <p>By: _____  Toni Carter, Chair  Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p>By: _____  Mee Cheng, Chief Clerk  Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p>_____</p> <p>Amy K. L. Schmidt  Assistant Ramsey County Attorney</p>
	<p><b>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</b></p> <p>By: _____  Rafael E. Ortega, Chair  RCRRA Board of Commissioners</p> <p>Date: _____</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p>_____</p> <p>Amy K. L. Schmidt  Assistant Ramsey County Attorney</p>

**Exhibit A**

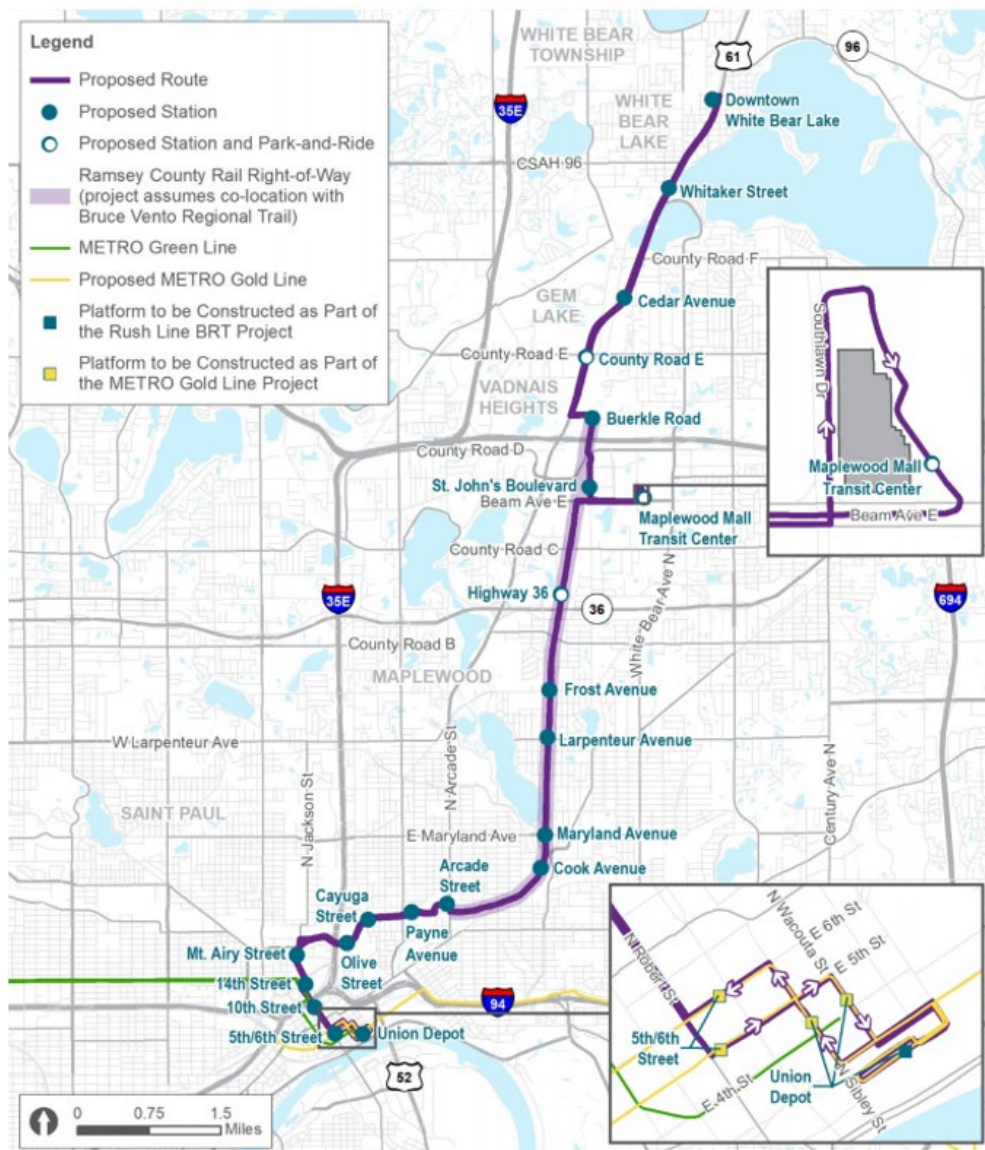
Project Description



## Exhibit A – METRO Purple Line BRT Project Description

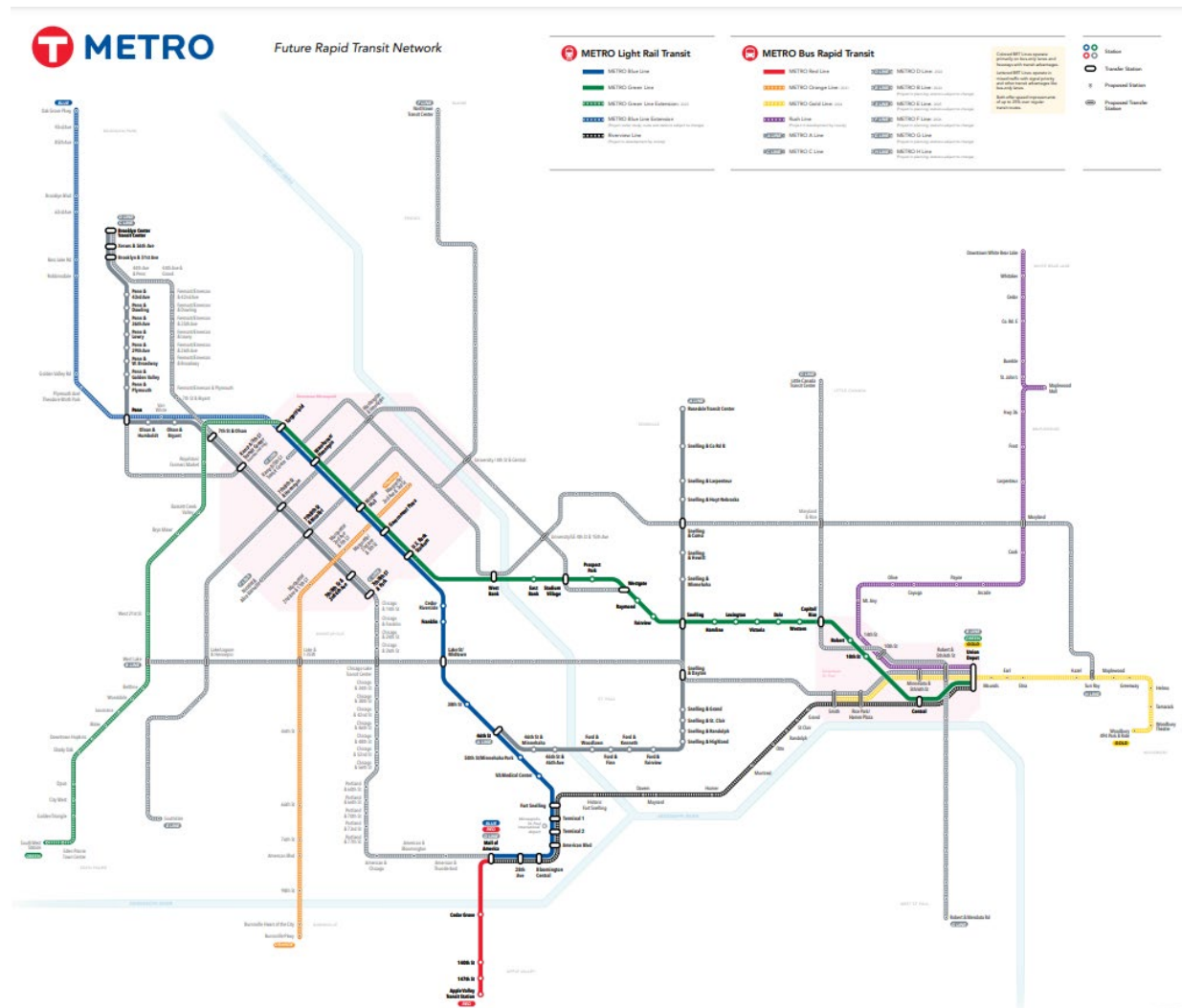
The METRO Purple Line (formerly Rush Line) BRT Project is a proposed 15-mile long BRT route connecting Saint Paul, Maplewood, White Bear Township, Vadnais Heights, Gem Lake and White Bear Lake. It would include 21 stations, and the route would generally run along Robert Street, Jackson Street, Phalen Boulevard, Ramsey County rail right-of-way and Highway 61 (see Figure 1 below).

**Figure 1 – Project Route and Stations**



The purpose of the project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and supports sustainable development within the corridor area. The Purple Line will be part of the METRO system, an interconnected regional system of light rail and bus rapid transit lines providing fast, frequent, all-day service with enhanced amenities (see Figure 2 below).

**Figure 2 – METRO System – Current and Planned**



The proposed 15-mile route would operate in a dedicated guideway or in mixed traffic. Dedicated guideway is defined as the pavement area designed and designated for the exclusive use of transit vehicles and, if needed, emergency vehicles. In some areas, the dedicated guideway is a business access and transit lane, which non-transit vehicles can only use at intersections and driveways to make right turns. In the northbound direction, 11.8 miles (78 percent) of the route would be in dedicated guideway. In the southbound direction, 11.2 miles (74 percent) of the route would be in dedicated guideway. Much of the route would be on or parallel to existing city, county and state roadways, except approximately 4 miles where a new dedicated guideway would be built adjacent to a reconstructed Bruce Vento Regional Trail in Ramsey County rail right-of-way (from Johnson Parkway to Beam Avenue and from County Road D to Buerkle Road). Ramsey County purchased the rail right-of-way in the early 1990s to reserve it for future transit use.

The project includes 21 stations. Both platforms for the 5th/6th Street station and two of the platforms serving Union Depot (on Sibley and Wacouta Streets) are planned to be constructed as part of the METRO Gold Line Project. Stations would include shelters, ticket machines for off-board fare purchase, real-time bus schedule information, bicycle parking, on-demand heat, trash and recycling bins,

emergency telephones, security cameras, energy-efficient LED station lighting, and information about the station, route, transit system and neighborhood.

Station platforms would generally be 10 inches tall. This platform height improves customer experience by reducing the step onto the bus and allows for a level boarding option at the front door if the bus kneels. It also allows both BRT and local buses to use the same platforms. Typical platforms would be 60 to 80 feet long. At some stations, including southbound 10th Street, 14th Street, Mt. Airy Street, Maplewood Mall Transit Center and Downtown White Bear Lake, BRT platforms would be combined with local bus stops or extended to accommodate bus layovers, resulting in a total bus platform length of approximately 130 feet.

The project includes seven new dedicated guideway bridges along the route to facilitate operations. The project would serve one existing park-and-ride (the Maplewood Mall Transit Center) and two proposed park-and-rides (at Highway 36 and County Road E).

The Project has an estimated capital cost of approximately \$444.5 million (see Figure 3 below).

**Figure 3 – Project Capital Cost Estimate**

MAIN WORKSHEET - BUILD ALTERNATIVE								(Rev.22, April, 2021)
Insert Project Sponsor's Name here							Today's Date	8/9/21
Insert Project Name and Location							Yr of Base Year \$	2021
Insert Current Phase (e.g. Applic. for Engineering, Engineering, Applic. for FF&A, Construction, Rev Ops)							Yr of Revenue Ops	2026
	Quantity	Base Year Dollars w/o Contingency (X000)	Base Year Dollars Allocated Contingency (X000)	Base Year Dollars TOTAL (X000)	Base Year Dollars Unit Cost (X000)	Base Year Dollars Percentage of Construction Cost	Base Year Dollars Percentage of Total Project Cost	YOE Dollars Total (X000)
<b>10 GUIDEWAY &amp; TRACK ELEMENTS (route miles)</b>	<b>9.00</b>	65,196	13,039	<b>78,235</b>	<b>\$8,693</b>	<b>36%</b>	<b>20%</b>	<b>90,887</b>
10.01 Guideway: At-grade exclusive right-of-way		8,994	1,799	10,793				12,538
10.02 Guideway: At-grade semi-exclusive (allows cross-traffic)		10,408	2,082	12,490				14,510
10.03 Guideway: At-grade in mixed traffic		776	155	931				1,082
10.04 Guideway: Aerial structure	9.00	15,940	3,188	19,128	\$2,125			22,221
10.05 Guideway: Built-up fill				0				0
10.06 Guideway: Underground cut & cover				0				0
10.07 Guideway: Underground tunnel				0				0
10.08 Guideway: Retained cut or fill		29,077	5,815	34,893				40,535
10.09 Track: Direct fixation				0				0
10.10 Track: Embedded				0				0
10.11 Track: Ballasted				0				0
10.12 Track: Special (switches, turnouts)				0				0
10.13 Track: Vibration and noise dampening				0				0
<b>20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)</b>	<b>19</b>	14,225	2,845	<b>17,070</b>	<b>\$898</b>	<b>8%</b>	<b>4%</b>	<b>20,000</b>
20.01 At-grade station, stop, shelter, mall, terminal, platform	19	14,225	2,845	17,070	\$898			20,000
20.02 Aerial station, stop, shelter, mall, terminal, platform				0				0
20.03 Underground station, stop, shelter, mall, terminal, platform				0				0
20.04 Other stations, landings, terminals: Intermodal, ferry, trolley, etc.				0				0
20.05 Joint development				0				0
20.06 Automobile parking multi-story structure				0				0
20.07 Elevators, escalators				0				0
<b>30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS</b>	<b>9.00</b>	6,962	1,392	<b>8,354</b>	<b>\$928</b>	<b>4%</b>	<b>2%</b>	<b>9,621</b>
30.01 Administration Building: Office, sales, storage, revenue counting	1	6,962	1,392	8,354	\$8,354			9,621
30.02 Light Maintenance Facility				0				0
30.03 Heavy Maintenance Facility				0				0
30.04 Storage or Maintenance of Way Building				0				0
30.05 Yard and Yard Track				0				0
<b>40 SITEWORK &amp; SPECIAL CONDITIONS</b>	<b>9.00</b>	66,188	16,547	<b>82,736</b>	<b>\$9,193</b>	<b>39%</b>	<b>21%</b>	<b>96,373</b>
40.01 Demolition, Clearing, Earthwork		2,149	537	2,686				3,129
40.02 Site Utilities, Utility Relocation		8,939	2,235	11,173				13,015
40.03 Haz. mat'l, contam'd soil removal/mitigation, ground water treatments		2,812	703	3,515				4,095
40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks		8,972	2,243	11,215				13,064
40.05 Site structures including retaining walls, sound walls				0				0
40.06 Pedestrian / bike access and accommodation, landscaping		19,967	4,992	24,959				29,073
40.07 Automobile, bus, van accessways including roads, parking lots		13,303	3,326	16,629				19,370
40.08 Temporary Facilities and other indirect costs during construction		10,046	2,512	12,558				14,627
<b>50 SYSTEMS</b>	<b>9.00</b>	21,586	6,476	<b>28,062</b>	<b>\$3,118</b>	<b>13%</b>	<b>7%</b>	<b>32,878</b>
50.01 Train control and signals				0				0
50.02 Traffic signals and crossing protection	52	10,450	3,135	13,585	\$261			15,916
50.03 Traction power supply: substations				0				0
50.04 Traction power distribution: catenary and third rail				0				0
50.05 Communications		5,146	1,544	6,690				7,838
50.06 Fare collection system and equipment		2,220	666	2,886				3,381
50.07 Central Control		3,770	1,131	4,901				5,742
<b>Construction Subtotal (10 - 50)</b>	<b>9.00</b>	174,157	40,299	<b>214,456</b>	<b>\$23,828</b>	<b>100%</b>	<b>56%</b>	<b>249,758</b>
<b>60 ROW, LAND, EXISTING IMPROVEMENTS</b>	<b>9.00</b>	12,692	6,346	<b>19,038</b>	<b>\$2,115</b>		<b>5%</b>	<b>20,396</b>
60.01 Purchase or lease of real estate		12,692	6,346	19,038				20,396
60.02 Relocation of existing households and businesses				0				0
<b>70 VEHICLES (number)</b>	<b>17</b>	29,378	10,282	<b>39,661</b>	<b>\$2,333</b>		<b>10%</b>	<b>46,786</b>
70.01 Light Rail				0				0
70.02 Heavy Rail				0				0
70.03 Commuter Rail				0				0
70.04 Bus	17	28,378	9,932	38,311	\$2,254			45,194
70.05 Other				0				0
70.06 Non-revenue vehicles		500	175	675				796
70.07 Spare parts		500	175	675				796
<b>80 PROFESSIONAL SERVICES (applies to Cats. 10-50)</b>	<b>9.00</b>	64,380	9,234	<b>73,614</b>	<b>\$8,179</b>	<b>34%</b>	<b>19%</b>	<b>82,400</b>
80.01 Project Development		6,440	902	7,342				8,218
80.02 Engineering		15,020	2,255	17,275				19,336
80.03 Project Management for Design and Construction		17,160	2,471	19,631				21,974
80.04 Construction Administration & Management		17,160	2,402	19,562				21,897
80.05 Professional Liability and other Non-Construction Insurance		2,150	301	2,451				2,744
80.06 Legal; Permits; Review Fees by other agencies, cities, etc.		2,150	301	2,451				2,744
80.07 Surveys, Testing, Investigation, Inspection		2,150	301	2,451				2,744
80.08 Start up		2,150	301	2,451				2,744
<b>Subtotal (10 - 80)</b>	<b>9.00</b>	280,607	66,161	<b>346,769</b>	<b>\$38,530</b>		<b>90%</b>	<b>399,340</b>
<b>90 UNALLOCATED CONTINGENCY</b>				<b>32,519</b>			<b>8%</b>	<b>37,422</b>
<b>Subtotal (10 - 90)</b>	<b>9.00</b>			<b>379,288</b>	<b>\$42,143</b>		<b>98%</b>	<b>436,762</b>
<b>100 FINANCE CHARGES</b>				<b>6,295</b>			<b>2%</b>	<b>7,738</b>
<b>Total Project Cost (10 - 100)</b>	<b>9.00</b>			<b>385,583</b>	<b>\$42,843</b>		<b>100%</b>	<b>444,500</b>
Allocated Contingency as % of Base Yr Dollars w/o Contingency				23.58%				
Unallocated Contingency as % of Base Yr Dollars w/o Contingency				11.59%				
Total Contingency as % of Base Yr Dollars w/o Contingency				35.17%				
Unallocated Contingency as % of Subtotal (10 - 80)				9.38%				

**Exhibit B**

Declarations

**CAPITAL GRANT AGREEMENT  
BY AND AMONG  
RAMSEY COUNTY, RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, AND  
THE METROPOLITAN COUNCIL  
FOR THE PROJECT DEVELOPMENT PHASE OF  
THE METRO PURPLE LINE BUS RAPID TRANSIT PROJECT**

**EXHIBIT B**

**RAMSEY COUNTY AND  
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (“RCRRA”)  
DECLARATION**

The undersigned has (a fee simple) (a leasehold) interest in the real property legally described in **Exhibit A** attached (cumulatively referred to as the “Restricted Property”):

And, as owner of such interest, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

The Restricted Property is Ramsey County and RCRRA financed property and is subject to all of the terms, conditions, provisions and limitations contained in that certain Grant Agreement between the Metropolitan Council, Ramsey County and RCRRA dated \_\_\_\_\_, 20\_\_, and to the encumbrance created and requirements imposed by said Grant Agreement between the Metropolitan Council and Ramsey County and RCRRA, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it except in compliance with the terms of the Grant Agreement or with the written approval of Ramsey County and RCRRA, which approval must be evidenced by a written statement signed by Ramsey County and RCRRA attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by Ramsey County and RCRRA and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of Ramsey County and RCRRA.

GRANTEE:

\_\_\_\_\_

And: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_

**Executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

STATE OF MINNESOTA    )

)

COUNTY OF \_\_\_\_\_)

**Exhibit C**

Grant Disbursement Schedule and Procedure



## Exhibit C – METRO Purple Line BRT Grant Disbursement Schedule and Request Procedure

	Month #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Months	Months	PD				
	Year	2021	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	1-12	13-24	(24 mos.)				
	Month	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	TOTAL	TOTAL	TOTAL				
PROJECT EXPENSES																																
CONTRACTS																																
Large Contracts (Value > \$2M)	\$	-	-	-	-	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 7,200,000	\$10,800,000	\$ 18,000,000				
Small Contracts (Value < \$2M)	\$	11,390	\$ 11,390	\$ 11,390	\$ 11,390	\$ 145,672	\$ 145,672	\$ 145,672	\$ 145,672	\$ 245,672	\$ 245,672	\$ 245,672	\$ 245,672	\$ 195,865	\$ 195,652	\$ 195,672	\$ 245,672	\$ 245,672	\$ 195,832	\$ 195,832	\$ 195,832	\$ 195,832	\$ 61,707	\$ 111,707	\$ 61,707	\$ 61,707	\$ 1,561,128	\$ 1,962,826	\$ 3,523,954			
TOTAL	\$	11,390	\$ 11,390	\$ 11,390	\$ 11,390	\$ 1,045,672	\$ 1,045,672	\$ 1,045,672	\$ 1,045,672	\$ 1,145,672	\$ 1,145,672	\$ 1,145,672	\$ 1,145,672	\$ 1,095,865	\$ 1,095,652	\$ 1,095,672	\$ 1,145,672	\$ 1,145,672	\$ 1,095,832	\$ 1,095,832	\$ 1,095,832	\$ 1,095,832	\$ 961,707	\$ 1,011,707	\$ 961,707	\$ 961,707	\$ 8,761,128	\$12,762,826	\$ 21,523,954			
AGENCY STAFFING																																
Agency Force Account Plan	\$	108,653	\$ 108,653	\$ 108,653	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 1,969,871	\$ 2,649,333	\$ 4,619,204	
TOTAL	\$	108,653	\$ 108,653	\$ 108,653	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 182,657	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 1,969,871	\$ 2,649,333	\$ 4,619,204
RIGHT-OF-WAY																																
Real Property Acquisition	\$	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,883	\$ 459,766	\$ 689,649	\$ 874,662	\$ 1,051,348	\$ 1,220,896	\$ 1,381,156	\$ 1,528,851	\$ 1,528,851	\$ 1,528,851	\$ 1,528,851	\$ 1,298,077	\$ -	\$ 13,320,841	\$ 13,320,841	
TOTAL	\$	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,883	\$ 459,766	\$ 689,649	\$ 874,662	\$ 1,051,348	\$ 1,220,896	\$ 1,381,156	\$ 1,528,851	\$ 1,528,851	\$ 1,528,851	\$ 1,528,851	\$ 1,298,077	\$ -	\$ 13,320,841	\$ 13,320,841	
PROJECT OFFICE SET-UP & OPERATIONS																																
P-Card & Misc. Contracts	\$	18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 218,000	\$ 218,000	\$ 436,000
TOTAL	\$	18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 18,167	\$ 218,000	\$ 218,000	\$ 436,000
PROJECT TOTAL	\$	138,209	\$ 138,209	\$ 138,209	\$ 212,214	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,346,496	\$ 1,346,496	\$ 1,346,496	\$ 1,296,689	\$ 1,526,359	\$ 1,756,262	\$ 2,036,145	\$ 2,271,985	\$ 2,398,832	\$ 2,568,380	\$ 2,728,640	\$ 2,876,335	\$ 2,742,210	\$ 2,792,210	\$ 2,742,210	\$ 2,511,436	\$10,949,000	\$28,951,000	\$ 39,900,000				
CUMULATIVE TOTAL	\$	138,209	\$ 276,418	\$ 414,628	\$ 626,841	\$ 1,873,337	\$ 3,119,833	\$ 4,366,328	\$ 5,612,824	\$ 6,959,320	\$ 8,305,815	\$ 9,652,311	\$ 10,949,000	\$ 12,475,358	\$ 14,231,620	\$ 16,267,765	\$ 18,539,750	\$ 20,938,581	\$ 23,506,961	\$ 26,235,601	\$ 29,111,935	\$ 31,854,145	\$ 34,646,354	\$ 37,388,564	\$ 39,900,000							
PROJECT REVENUES																																
RAMSEY COUNTY																																
MONTHLY %		90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
TOTAL	\$	124,388	\$ 124,388	\$ 124,388	\$ 190,992	\$ 1,121,846	\$ 1,121,846	\$ 1,121,846	\$ 1,121,846	\$ 1,211,846	\$ 1,211,846	\$ 1,211,846	\$ 1,167,020	\$ 1,373,723	\$ 1,580,636	\$ 1,832,530	\$ 2,044,787	\$ 2,158,948	\$ 2,311,542	\$ 2,455,776	\$ 2,588,701	\$ 2,467,989	\$ 2,512,989	\$ 2,467,989	\$ 2,260,292	\$ 1,969,871	\$ 1,969,871	\$ 1,969,871	\$ 1,969,871	\$ 1,969,871		
CUMULATIVE	\$	124,388	\$ 248,777	\$ 373,165	\$ 564,157	\$ 1,686,003	\$ 2,807,849	\$ 3,929,695	\$ 5,051,542	\$ 6,263,388	\$ 7,475,234	\$ 8,687,080	\$ 9,854,100	\$ 11,227,822	\$ 12,808,458	\$ 14,640,988	\$ 16,685,775	\$ 18,844,723	\$ 21,156,265	\$ 23,612,041	\$ 26,200,742	\$ 28,668,730	\$ 31,181,719	\$ 33,649,708	\$ 35,910,000							
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY																																
MONTHLY %		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
TOTAL	\$	13,821	\$ 13,821	\$ 13,821	\$ 21,221	\$ 124,650	\$ 124,650	\$ 124,650	\$ 124,650	\$ 134,650	\$ 134,650	\$ 134,650	\$ 129,669	\$ 152,636	\$ 175,626	\$ 203,614	\$ 227,199	\$ 239,883	\$ 256,838	\$ 272,864	\$ 287,633	\$ 274,221	\$ 279,221	\$ 274,221	\$ 251,144	\$ 1,094,900	\$ 1,094,900	\$ 1,094,900	\$ 1,094,900	\$ 1,094,900		
CUMULATIVE	\$	13,821	\$ 27,642	\$ 41,463	\$ 62,684	\$ 187,334	\$ 311,983	\$ 436,633	\$ 561,282	\$ 695,932	\$ 830,582	\$ 965,231	\$ 1,094,900	\$ 1,247,536	\$ 1,423,162	\$ 1,626,776	\$ 1,853,975	\$ 2,093,858	\$ 2,350,696	\$ 2,623,560	\$ 2,911,194	\$ 3,185,414	\$ 3,464,635	\$ 3,738,856	\$ 3,990,000							
PROJECT TOTAL	\$	138,209	\$ 138,209	\$ 138,209	\$ 212,214	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,346,496	\$ 1,346,496	\$ 1,346,496	\$ 1,296,689	\$ 1,526,359	\$ 1,756,262	\$ 2,036,145	\$ 2,271,985	\$ 2,398,832	\$ 2,568,380	\$ 2,728,640	\$ 2,876,335	\$ 2,742,210	\$ 2,792,210	\$ 2,742,210	\$ 2,511,436	\$10,949,000	\$28,951,000	\$ 39,900,000				
CUMULATIVE TOTAL	\$	138,209	\$ 276,418	\$ 414,628	\$ 626,841	\$ 1,873,337	\$ 3,119,833	\$ 4,366,328	\$ 5,612,824	\$ 6,959,320	\$ 8,305,815	\$ 9,652,311	\$ 10,949,000	\$ 12,475,358	\$ 14,231,620	\$ 16,267,765	\$ 18,539,750	\$ 20,938,581	\$ 23,506,961	\$ 26,235,601	\$ 29,111,935	\$ 31,854,145	\$ 34,646,354	\$ 37,388,564	\$ 39,900,000							

### Disbursement Request, Invoicing and Financial Reporting Procedure Timeline Illustration

DATE	ACTION
Last week in Month #1	Council submits invoice disbursement request to County for the Month #3 dollar value found in the disbursement schedule above, which may be revised and amended from time to time consistent with Article III of this agreement.
Last week in Month #2	County submits payment for Month #3 to the Council (30 days from receipt of invoice disbursement request).
3 <sup>rd</sup> week in Month #4	Consultants submit invoices for work in Month #3 to the Council.
3 <sup>rd</sup> to 4 <sup>th</sup> week in Month #4	Council reviews consultant invoices and submits for approval.
1 <sup>st</sup> to 2 <sup>nd</sup> week in Month #5	Consultant prepares Month #3 monthly financial report and the Council reviews.
3 <sup>rd</sup> week in Month #5	Council submits Month #4 monthly financial report to the County for review.
4 <sup>th</sup> week in Month #5	Monthly County/Council financial meeting to review report

**Exhibit D**

PD Phase Funding Commitment Resolutions

**Exhibit E**

Grant Project Description

## Exhibit E – METRO Purple Line BRT Grant Project Description

The METRO Purple Line (formerly Rush Line) BRT Project is expected to be entered into the Project Development Phase of the Federal Transit Administration’s Capital Investment Grant Program as a New Starts project in the fall 2021. Per federal regulations and guidance, the Project Development Phase is expected to be completed within 24 months of initiation. The table below details the Project’s anticipated budget by major activities and one-year increments for the expected Project Development Phase.

**Table 1 – Project Development Phase Budget (24 months)**

	<b>0-12 months</b>	<b>13-24 months</b>	<b>TOTAL</b>
<b>CONTRACTED SERVICES</b>			
Large Contracts (Value > \$2M)	\$7,200,000	\$10,800,000	\$18,000,000
Small Contracts (Value < \$2M)	\$1,561,128	\$1,962,826	\$3,523,781
<b>SUBTOTAL</b>	<b>\$8,761,128</b>	<b>\$12,762,826</b>	<b>\$21,523,954</b>
<b>PROJECT OFFICE</b>			
Agency Staff	\$1,969,871	\$2,649,333	\$4,619,204
Expenses	\$218,000	\$218,000	\$436,000
<b>SUBTOTAL</b>	<b>\$2,187,871</b>	<b>\$2,867,333</b>	<b>\$5,055,204</b>
<b>REAL PROPERTY ACQUISITION</b>			
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$13,320,841</b>	<b>\$13,320,841</b>
<b>GRANT PROJECT TOTAL</b>	<b>\$10,949,000</b>	<b>\$28,951,000</b>	<b>\$39,900,000</b>

The list below itemizes the Project’s anticipated major deliverables for the expected Project Development Phase.

- 30% Design Plans and corresponding cost estimate
- 60% Design Plans and corresponding cost estimate
- 90% Design Plans and corresponding cost estimate
- FTA’s Checklist for Approval to Enter Engineering (PD Phase Completion Checklist)
  - Project Definition
  - Project Management Plan
  - Management Capacity and Capability
  - Scope
  - Schedule
  - Capital Cost Estimate
  - Risk and Contingency Management
  - Certifications, Reports, and Administrative Requirements
- Right-of-way acquisition activities including direct purchases of real property
- Request to Enter the Engineering Phase Application