



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

October 5, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

Pursuant to Minnesota Statutes Section 13D.021, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings. Members of the public and the media will be able to watch the public meeting live online.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. **Agenda of October 5 , 2021 is Presented for Approval.** [2021-591](#)

Sponsors: County Manager's Office

Approve the agenda of October 5, 2021.

2. **Minutes from September 28, 2021 are Presented for Approval** [2021-590](#)

Sponsors: County Manager's Office

Approve the September 28, 2021 Minutes.

PROCLAMATION

3. **Proclamation: Hispanic Heritage Month** [2021-547](#)

Sponsors: County Manager's Office

COVID UPDATE

ADMINISTRATIVE ITEMS

4. **Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects** [2021-519](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Metropolitan Council for Parks and Trails Legacy Amendment funding for regional park projects for State Fiscal Years 2022 and

2023.

2. Accept grant awards from and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund projects for the periods of July 1, 2021 through June 31, 2025 in the total amounts of \$1,827,856 for State Fiscal Year 2022 and \$1,656,274 for State Fiscal Year 2023.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements and contracts and amendments to agreements and contracts, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make temporary cash loans, as needed, from the General Fund to the Parks and Recreation Department to implement these projects until funds are received, with repayment to be made when funds are available.

5. Access and Maintenance Agreement for Rice Creek Stormwater Treatment Ponds in the Rice Creek Regional Trail Corridor. [2021-520](#)

Sponsors: Parks & Recreation

1. Approve an Access and Maintenance Agreement with the city of Shoreview for the Rice Creek Stormwater Treatment Ponds in the Rice Creek Regional Trail Corridor.
2. Authorize the Chair and Chief Clerk to execute the agreement.

6. Funding Commitment for the Development Phase of the METRO Purple Line Bus Rapid Transit Project [2021-400](#)

Sponsors: Public Works

Approve the Ramsey County portion of the Ramsey County and Ramsey County Regional Railroad Authority joint financial commitment of \$39,900,000 for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project as follows:

- a. Financial commitment is contingent upon the following conditions being met or occurring:
 - i. No expenditures for right-of-way acquisition may be incurred or obligated prior to the completion of any necessary state and federal environmental review and findings and publication of the Environmental Decision Document in the Federal Registrar.
 - ii. Any expenditure of Ramsey County Parties' (Ramsey County and Ramsey County Regional Railroad Authority) funds pursuant to a Letter of No Prejudice issued by the Federal Transit Administration or pre-award authority is subject to the prior approval of the Ramsey County Parties.
 - iii. Ramsey County Parties must review and approve the METRO Purple Line Bus Rapid Transit Project scope, cost estimate and schedule at the completion of 30% design, 60% design, 90% design and 100% design.
 - iv. The METRO Purple Line Bus Rapid Transit Project contingency shall be managed in accordance with the procedures established by the Ramsey County Parties in the METRO Purple Line Capital Grant Agreement with the Metropolitan Council.
 - v. Funds may be only used for Federal Transit Administration Capital Investment Grants Program and federally eligible activities.
 - vi. In the event the Federal Transit Administration deems any METRO Purple Line Bus Rapid Transit Project expenditure as ineligible to qualify as part of the local match for the METRO Purple Line Bus Rapid Transit Project pursuant to a Full Funding Grant Agreement, the Metropolitan Council shall reimburse Ramsey County Parties for its proportional share of all ineligible expenditures.
 - vii. Fulfillment of the financial commitment for the Project Development Phase is subject

to the availability and provision of sufficient funding from the process of taxes authorized by Minnesota Statutes Section 297A.993 and associated financing; payment of the funding commitment in any year is subject to appropriation by Ramsey County and Ramsey County Regional Railroad Authority; and execution and fulfillment of grant agreement(s) by the Metropolitan Council.

7. Capital Grant Agreement with Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project [2021-398](#)

Sponsors: Public Works

1. Approve the 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.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

Regional Railroad Authority Meeting: virtual meeting / Courthouse Room 300

Ramsey County Board Lunch-n-Learn - Topic: Racial Equity Request for Board Action Tool

Public access via Zoom:

<https://zoom.us/j/92707965296?pwd=L3ZGZEGyY2IBNUR5S2I4QjVUSGsvUT09>

Webinar ID: 927 0796 5296 | Passcode: 275133 | Phone: 1-651-372-8299

1:30 p.m. Closed meeting - ** CLOSED TO PUBLIC**

Re: Labor Negotiations Strategy

Advance Notice:

October 12, 2021 County board meeting – Council Chambers

October 19, 2021 County board meeting – Council Chambers

October 26, 2021 County board meeting – Council Chambers

November 2, 2021 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-591

Meeting Date: 10/5/2021

Sponsor: County Manager's Office

Title

Agenda of October 5 , 2021 is Presented for Approval.

Recommendation

Approve the agenda of October 5, 2021.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-590

Meeting Date: 10/5/2021

Sponsor: County Manager's Office

Title

Minutes from September 28, 2021 are Presented for Approval

Recommendation

Approve the September 28, 2021 Minutes.

Attachments

1. September 28, 2021 Minutes

Board of Commissioners

Minutes

September 28, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Carter, Frethem, MatasCastillo, McDonough, Ortega, Reinhardt, and Vice-Chair McGuire. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

PLEDGE OF ALLEGIANCE

1. Agenda of September 28, 2021 is Presented for Approval. [2021-428](#)

Sponsors: County Manager's Office

Approve the agenda of September 28, 2021.

Motion by Reinhardt, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from September 21, 2021 are Presented for Approval [2021-431](#)

Sponsors: County Manager's Office

Approve the September 21, 2021 Minutes.

Motion by Ortega, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

3. Grant Award from Minnesota Department of Veterans Affairs for County Veterans Services Operational Enhancement Grant [2021-504](#)

Sponsors: Veterans Services

1. Ratify the submittal of the grant application to the Minnesota Department of Veterans Affairs in the amount of \$22,500 to enhance the operations of Ramsey County's Veterans Services.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Veterans Affairs to enhance the operations of Ramsey County's

Veterans Services for the period of date of execution of the grant agreement through June 30, 2022 in the amount of \$22,500.

3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts and amendments and agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-208

4. Heating, Ventilation and Air Conditioning Systems Replacement for Ramsey County 800 MHz Radio Towers and Primary and Secondary Emergency Communications Data Centers [2021-511](#)

Sponsors: Emergency Communications

1. Approve the use of the 800 MHz Radio Fund Balance to replace the heating, ventilation and air conditioning (HVAC) systems at three radio tower sites at the cost of \$120,000.
2. Authorize the County Manager to establish a Radio Tower HVAC Replacement Project account and transfer \$120,000 from the 800 MHz Radio Fund Balance to this project.
3. Approve the use of the Emergency Communications Center Equipment Fund Balance to replace the HVAC systems at the primary and secondary Emergency Communications Data Centers at the cost of \$206,000.
4. Authorize the County Manager to establish an Emergency Communications Data Center HVAC Replacement Project account and transfer \$206,000 from the Emergency Communications Center Equipment Fund Balance to this project.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-209

ORDINANCE PROCEDURES

5. Proposed Enterprise and Administrative Services Department Ordinance - Waive the First Reading [2021-416](#)

Sponsors: Information and Public Records

Waive the First Reading of the proposed Enterprise and Administrative Services Department Ordinance.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-210

6. Proposed Enterprise and Administrative Services Department Ordinance - Set the Public Hearing Date [2021-418](#)

Sponsors: Information and Public Records

Set the date and time for the Public Hearing regarding the proposed Enterprise and Administrative Services Department Ordinance for October 19 at 9 a.m., or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court House, for the purpose of taking public comments.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-211

COUNTY CONNECTIONS

Presented by County Manager, Ryan O'Connor. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Discussion can be found on archived video.

ADJOURNMENT

Vice-Chair McGuire declared the meeting adjourned at 10:22 a.m.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-547

Meeting Date: 10/5/2021

Sponsor: County Manager's Office

Title

Proclamation: Hispanic Heritage Month

Attachments

1. Proclamation

Proclamation

WHEREAS, on September 17, 1968, the 90th Congress authorized President Lyndon B. Johnson to issue annually a proclamation designating the week including September 15 and 16 as National Hispanic Heritage Week to honor the contributions of Americans who trace their roots to Spain, Mexico, the countries of Central and South America, the Caribbean, and who also have roots in Africa as well as indigenous communities across all the Americas, and

WHEREAS, On August 17, 1988, Congress amended the former resolution, authorizing President Ronald Regan to extend this recognition into an annual month-long celebration, from September 15 through October 15 as Hispanic Heritage Month; and

WHEREAS, Hispanic Heritage Month celebrates the achievements of Hispanic Americans in the Arts, Education, Entertainment, Government, History, Law, Literature, Medicine, the Military, Music, Politics, Science, Sports, and other endeavors; and

WHEREAS, The Hispanic and Latino communities of Ramsey County, the city of Saint Paul, and across the region and state of Minnesota have made profound impacts in our society and have contributed to the rich cultural diversity of Ramsey County; and

WHEREAS, The Hispanic and Latino communities across the nation have resisted oppression, seized opportunities to achieve prosperity; and have preserved sacred traditions which value family, history, nature and land, as well as food, art, and music; and have consistently contributed to the economy through countless entrepreneurial endeavors, businesses, and have strengthened various labor and industry markets; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners recognizes September 15 through October 15, 2020 as Hispanic Heritage Month; and Be It Further

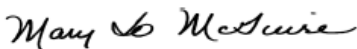
PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents of Ramsey County to join in recognizing and celebrating the contributions and the important presence of the Hispanic and Latino communities in Ramsey County.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Trista MatasCastillo, Commissioner, District 3



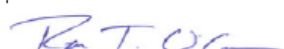
Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2021-519

Meeting Date: 10/5/2021

Sponsor: Parks & Recreation

Title

Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects

Recommendation

1. Ratify the submittal of the grant application to the Metropolitan Council for Parks and Trails Legacy Amendment funding for regional park projects for State Fiscal Years 2022 and 2023.
2. Accept grant awards from and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund projects for the periods of July 1, 2021 through June 31, 2025 in the total amounts of \$1,827,856 for State Fiscal Year 2022 and \$1,656,274 for State Fiscal Year 2023.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements and contracts and amendments to agreements and contracts, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make temporary cash loans, as needed, from the General Fund to the Parks and Recreation Department to implement these projects until funds are received, with repayment to be made when funds are available.

Background and Rationale

Minnesota Management and Budget has budgeted an appropriation of \$43,861,000 from the Legacy Amendment Parks and Trails Fund for the Metropolitan Council to provide grants to the Regional Park implementing agencies for State Fiscal Years (SFY) 2022 (July 1, 2021 - June 30, 2022) and 2023 (July 1, 2022 - June 30, 2023). The funding allocation is based on a statutory formula. Ramsey County has been allocated \$1,827,856 for SFY 2022 and \$1,656,274 for SFY 2023.

Ramsey County Parks and Recreation includes the anticipated Legacy project funding requests in the county's six-year Capital Improvement Program Plan, although project priorities are subject to change. The following projects were submitted to the Metropolitan Council as Legacy funding requests for SFY 2022 and SFY 2023, as outlined in the following chart:

Park, Trail or Project Description	SFY 2022	SFY 2023
Ramsey County Regional Parks and Trails System - Outreach for nature and outdoor recreation-based programming for people of low income and people of color	\$125,000	\$125,000
Ramsey County Regional Parks and Trails System - Conservation Corps of MN	\$110,000	\$110,000
Bald Eagle Otter Lakes Regional Park - Volunteer Corps for Tamarack Nature Center and Discovery Hollow)	\$75,000	\$75,000
Ramsey County Regional Parks and Trail - System-wide Off-leash Dog Area Improvements	\$200,000	

Vadnais-Snail Lakes Regional Park - Trail Enhancements and Site Improvements	\$510,700	\$1,346,274
Battle Creek Regional Park - Battle Creek Winter Recreation Improvements	\$807,156	
Total Parks and Trails Legacy Amendment Funding	\$1,827,856	\$1,656,274

The approved grant funds for SFY 2022 were available for use beginning July 1, 2021 and will have a grant period from July 1, 2021 to June 30, 2025. SFY 2023 funding amounts have been provided based on SFY 2023 funding appropriations and from submitted Legacy grant applications. Any adjustments to SFY 2023 funding amounts will be updated in SFY Grant contracts. Grant contracts for SFY 2023 are expected to be ready for execution before the end of 2022 and will have a grant period from July 1, 2022 to June 30, 2026.

Funding through the Legacy program provides improvements to the regional parks and trails within Ramsey County. The projects create safe places, build a sense of community, protect, restore, and preserve the environment. Project plans will offer opportunities for community engagement during the development phases.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

The six Legacy funded projects meet a variety of residents' needs throughout the Ramsey County Parks and Recreation system. While a racial equity lens is applied during the project prioritization process, certain projects have a greater racial equity impact than others. The outreach position for nature and outdoor recreation is predominately dedicated to connecting with underserved residents to introduce them to the parks system and to provide meaningful and welcoming facilitated experiences. The development improvement projects will incorporate a wide variety of community engagement tools to reach and connect with residents who have not had a strong voice in the parks planning process. The Battle Creek Winter Recreation area not only will serve an established audience of cross-country skiers but will increase the quality of life for the neighborhood's racially diverse residents by providing free healthy amenities for youth, such as sledding and tubing throughout the winter. The collective slate of projects advances the county's racial equity work and serve as investments to increase the quality of life for all Ramsey County residents.

Community Participation Level and Impact

Initial community participation was conducted through the process of developing master plans for these regional parks and trails. Projects identified with these grants will require additional participation with residents for specific design elements and site amenities. Several steps will be taken to involve residents through community meeting at the time the projects start.

☒ Inform

☒ Consult

☒ Involve

☒ Collaborate

☐ Empower

Fiscal Impact

Funding provided through the Legacy Amendment grant funding allows for park and trail development and programming in the Regional Park System. The Legacy grants for outdoor nature programming, Minnesota Conservation Corps, and volunteer coordinator are included in the Parks and Recreation's operating budget. Funding amounts for SFY2022 (\$1,827,856) and SFY 2023 (\$1,656,274) are slightly higher than previous Legacy grant periods which have ranged between \$1.4 million to \$1.6 million. These grant amounts fluctuate and have been increasing over several grant periods. The county is responsible for ongoing maintenance costs for new development after the projects are completed. The ongoing grant funding of projects that include personnel have been included in the 2022 and 2023 operating budgets. The other funding has been included as an estimated amount in the Capital Improvement Program Plan.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. SFY 2022 Parks and Trails Legacy Amendment Grants

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-22P4-06-01
GRANT PROJECT: - Battle Creek Regional Park Winter Recreation - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$807,156 STATE FISCAL YEAR 2022: \$606,258 STATE FISCAL YEAR 2021: \$196,669 STATE FISCAL YEAR 2018: \$ 4,229		STATE FISCAL YEAR: 2022
APPROPRIATION: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2025		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 11, 2021		BUSINESS ITEM: 2021-143
EXPIRATION DATE: June 30, 2025		

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4 appropriated funds for State Fiscal Year 2022 and 2023 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s Recreation Open Space (“2040 Regional Parks”) Policy Plan.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

3. The Grantee sought funding from the Council for its Grant Project pursuant to Legislature appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.
4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Master Plan.** “Approved Master Plan” means the master plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.
- L. **Small Disadvantaged Businesses.** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on page 1 during the Grant Project Activity Period identified on page 1.

3. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Eligible Costs.**

4.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

4.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant activity period.

4.3 Traditional Sources of Funding. Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

5. **Grant Amount, Payment and Use.**

5.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

5.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

5.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 7.2.

5.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

5.5 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

5.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

5.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the 2040 Regional Parks Policy Plan and the park unit's Approved Master Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Project Grant Activity Period or for a period of twenty (20) years following.

6. Accounting, Record-keeping and Site Monitoring.

6.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

6.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

7. Reporting and Grant Closeout.

7.1 Semi-Annual Reporting during the Grant Activity Period. Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current project spending and projected spending from January to June, and from July to December. The report shall also include the construction, programming and/or consulting activities taken during relating to this Agreement. The Grantee shall provide sufficient documentation thereof such other information as the Council's staff reasonably requests.

7.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 17.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

8. Changes in Grant Project and Amendments.

8.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

8.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2015, Chapter 2, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

9. Assignment, Waiver, and Agreement Complete.

9.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

9.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

9.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

11. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

12. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

13. Data Availability.

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16. Use of and Reporting on Small Disadvantaged Business Inclusion.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

17. Miscellaneous.

17.1 Measurable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Measurable Outcomes must include a plan for measuring and evaluating the results. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

17.2 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

17.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

17.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

17.5 Future Funding. Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

17.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Toni Carter
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-22P4-06-01
Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Battle Creek Regional Park Winter Recreation
Regional Park or Trail:	Battle Creek Regional Park
City:	St. Paul
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Supplement existing grant SG-11406 for planning, design, engineering, construction, permitting/administrative costs, and contingencies for a new cross-country skiing and winter recreation area and supporting facilities, equipment, and infrastructure at Battle Creek Regional Park.
Project Goal	Complete project design components, supplement construction cost for winter recreation improvements.
Strategic Direction	Acquire land, create opportunities
Outcome Measure	Complete design of all phases, installation of Phase 1: snowmaking, holding pond, maintenance building, lighting, sledding hill, and associated infrastructure.
Plan to Measure and Evaluate Results	Monitor and report progress of design and Phase 1 work, with a survey of users during and after the first season.
Project Budget	Total - \$807,156.00
External Professional Services	\$150,000.00
Internal Professional Services	\$30,312.00
Construction	\$626,844.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-22P4-06-02
GRANT PROJECT: - Jurisdiction-wide Conservation Corps of Minnesota See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$110,000 STATE FISCAL YEAR 2022: \$110,000		STATE FISCAL YEAR: 2022
APPROPRIATION: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2025		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 11, 2021	BUSINESS ITEM: 2021-143	
EXPIRATION DATE: June 30, 2025		

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4 appropriated funds for State Fiscal Year 2022 and 2023 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s Recreation Open Space (“2040 Regional Parks”) Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project pursuant to Legislature appropriation and presentation of proposed project list to the Metropolitan Parks and Open

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Master Plan.** “Approved Master Plan” means the master plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on page 1 during the Grant Project Activity Period identified on page 1.

3. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Eligible Costs.**

4.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

4.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant activity period.

4.3 Traditional Sources of Funding. Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

5. **Grant Amount, Payment and Use.**

5.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council’s obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

5.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

5.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 7.2.

5.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

5.5 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

5.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

5.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the 2040 Regional Parks Policy Plan and the park unit's Approved Master Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Project Grant Activity Period or for a period of twenty (20) years following.

6. Accounting, Record-keeping and Site Monitoring.

6.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

6.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

7. Reporting and Grant Closeout.

7.1 Semi-Annual Reporting during the Grant Activity Period. Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current project spending and projected spending from January to June, and from July to December. The report shall also include the construction, programming and/or consulting activities taken during relating to this Agreement. The Grantee shall provide sufficient documentation thereof such other information as the Council's staff reasonably requests.

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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17.1 Measurable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Measurable Outcomes must include a plan for measuring and evaluating the results. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

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17.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

17.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

17.5 Future Funding. Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

17.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

[The remainder of this page has been left intentionally blank]

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Toni Carter
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-22P4-06-02
Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Jurisdiction-wide Conservation Corps of Minnesota
Regional Park or Trail:	Jurisdiction-wide
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Continue contracts with the Conservation Corps of Minnesota to provide a crew and engage youth to perform natural resource management tasks throughout the regional park system. Buckthorn removal, community garden maintenance, invasive species control, and landscaping are some of the tasks performed.
Project Goal	This project hires a crew and engages youth to perform tasks in regional parks and trails
Strategic Direction	Connect people and the outdoors
Outcome Measure	Number of youth participants and of those, the number of youth of color. Number of natural resource projects performed. Hours performed.
Plan to Measure and Evaluate Results	Obtain data from Conservation Corps regarding the Ramsey County team. Track the projects and hours performed with internal supervisors who direct the tasks performed.
Project Budget	Total - \$110,000.00
External Professional Services	\$110,000.00
Internal Professional Services	\$0.00
Construction	\$0.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-22P4-06-03
GRANT PROJECT: - Jurisdiction-wide Conservation Corps of Minnesota Nature Outdoor and Recreation Programming - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT:	\$125,000	STATE FISCAL YEAR: 2022
STATE FISCAL YEAR 2022:	\$125,000	
APPROPRIATION: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2025		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 11, 2021	BUSINESS ITEM: 2021-143	
EXPIRATION DATE: June 30, 2025		

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4 appropriated funds for State Fiscal Year 2022 and 2023 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s Recreation Open Space (“2040 Regional Parks”) Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project pursuant to Legislature appropriation and presentation of proposed project list to the Metropolitan Parks and Open

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Master Plan.** “Approved Master Plan” means the master plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on page 1 during the Grant Project Activity Period identified on page 1.

3. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Eligible Costs.**

4.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

4.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant activity period.

4.3 Traditional Sources of Funding. Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

5. **Grant Amount, Payment and Use.**

5.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council’s obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

5.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

5.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 7.2.

5.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

5.5 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

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5.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

5.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the 2040 Regional Parks Policy Plan and the park unit's Approved Master Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Project Grant Activity Period or for a period of twenty (20) years following.

6. Accounting, Record-keeping and Site Monitoring.

6.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

6.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

7. Reporting and Grant Closeout.

7.1 Semi-Annual Reporting during the Grant Activity Period. Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current project spending and projected spending from January to June, and from July to December. The report shall also include the construction, programming and/or consulting activities taken during relating to this Agreement. The Grantee shall provide sufficient documentation thereof such other information as the Council's staff reasonably requests.

7.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 17.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a

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certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

8. Changes in Grant Project and Amendments.

8.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

8.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2015, Chapter 2, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

9. Assignment, Waiver, and Agreement Complete.

9.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

9.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

9.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

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11. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

12. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

13. Data Availability.

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16. Use of and Reporting on Small Disadvantaged Business Inclusion.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

17. Miscellaneous.

17.1 Measurable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Measurable Outcomes must include a plan for measuring and evaluating the results. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

17.2 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

17.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

17.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

17.5 Future Funding. Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

17.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

[The remainder of this page has been left intentionally blank]

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Toni Carter
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-22P4-06-03
Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Jurisdiction-wide Nature Outdoor and Recreation Programming
Regional Park or Trail:	Jurisdiction-wide
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Continue to support outreach and outdoor recreation based programming for people of color and low income users throughout the Ramsey County Regional Parks & Trails system.
Project Goal	Engage with youth in outdoor recreation activities that can bridge their connection to regional parks and trails.
Strategic Direction	Connect people and the outdoors
Outcome Measure	Number of programs. Number of participants. Number of participants of color. Number of participants meeting low income standards.
Plan to Measure and Evaluate Results	Collect data through demographic information collected at registration. Collect other data from partner agencies that have the data on race and income.
Project Budget	Total - \$125,000.00
External Professional Services	\$0.00
Internal Professional Services	\$125,000.00
Construction	\$0.00

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ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-22P4-06-04
GRANT PROJECT: - Jurisdiction-wide Off-Leash Dog Area Improvements - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT:	\$200,000	STATE FISCAL YEAR: 2022
STATE FISCAL YEAR 2022:	\$200,000	
APPROPRIATION: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2025		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 11, 2021	BUSINESS ITEM: 2021-143	
EXPIRATION DATE: June 30, 2025		

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3. The Grantee sought funding from the Council for its Grant Project pursuant to Legislature appropriation and presentation of proposed project list to the Metropolitan Parks and Open

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Project Activity Period.

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

8. Changes in Grant Project and Amendments.

8.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

8.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2015, Chapter 2, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

9. Assignment, Waiver, and Agreement Complete.

9.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

9.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

9.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

11. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

12. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

13. Data Availability.

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16. Use of and Reporting on Small Disadvantaged Business Inclusion.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

17. Miscellaneous.

17.1 Measurable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Measurable Outcomes must include a plan for measuring and evaluating the results. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

17.2 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

17.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

17.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

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17.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Toni Carter
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-22P4-06-04
Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Jurisdiction-wide Off-Leash Dog Area Improvements
Regional Park or Trail:	Jurisdiction-wide
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Initiate phased improvement recommendations from the Off-Leash Dog Area master plan consisting of site and utility improvement, building structure improvements, trail connections, parking lot improvements, stormwater management, site amenities, restoration, and wayfinding at off-leash dog areas in Battle Creek Regional Park, Bald-Eagle Otter Lake Regional Park, and the Rice Creek Regional Trail Corridor.
Project Goal	Complete improvements identified in the System-wide Off-Leash Dog Area master plan for improved connectivity, accessibility, and user experience.
Strategic Direction	Take care of what we have
Outcome Measure	Implement phased improvements identified in the System-wide Off-leash Dog Area master plan at Battle Creek, Rice Creek and Otter Lake Off-leash dog areas.
Plan to Measure and Evaluate Results	Complete phases with associated funding and future funding requests. Survey users to determine how well improvements are received.
Project Budget	Total - \$200,00.00
External Professional Services	\$20,000.00
Internal Professional Services	\$10,000.00
Construction	\$170,000.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-22P4-06-05
GRANT PROJECT: - Bald Eagle-Otter Lake Regional Park Volunteer Coordinator See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT:	\$75,000	STATE FISCAL YEAR: 2022
STATE FISCAL YEAR 2022:	\$75,000	
APPROPRIATION: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2025		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 11, 2021	BUSINESS ITEM: 2021-143	
EXPIRATION DATE: June 30, 2025		

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4 appropriated funds for State Fiscal Year 2022 and 2023 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s Recreation Open Space (“2040 Regional Parks”) Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project pursuant to Legislature appropriation and presentation of proposed project list to the Metropolitan Parks and Open

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Master Plan.** “Approved Master Plan” means the master plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on page 1 during the Grant Project Activity Period identified on page 1.

3. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Eligible Costs.**

4.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

4.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant activity period.

4.3 Traditional Sources of Funding. Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

5. **Grant Amount, Payment and Use.**

5.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council’s obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

5.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

5.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 7.2.

5.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

5.5 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

5.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

5.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the 2040 Regional Parks Policy Plan and the park unit's Approved Master Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Project Grant Activity Period or for a period of twenty (20) years following.

6. Accounting, Record-keeping and Site Monitoring.

6.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

6.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

7. Reporting and Grant Closeout.

7.1 Semi-Annual Reporting during the Grant Activity Period. Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current project spending and projected spending from January to June, and from July to December. The report shall also include the construction, programming and/or consulting activities taken during relating to this Agreement. The Grantee shall provide sufficient documentation thereof such other information as the Council's staff reasonably requests.

7.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 17.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

8. Changes in Grant Project and Amendments.

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8.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2015, Chapter 2, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

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[The remainder of this page has been left intentionally blank]

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Toni Carter
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-22P4-06-05
Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Bald Eagle-Otter Lake Regional Park Volunteer Coordinator
Regional Park or Trail:	Bald Eagle-Otter Lake Regional Park
City:	White Bear Township
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	The volunteer coordinator recruits, trains, and recognizes volunteers who help assist with operations and programs in a variety of settings, including care for the animals and garden, assisting with programs, and projects within the park.
Project Goal	Focus on recruitment of diverse volunteer corps as well as volunteer support for diverse user audiences.
Strategic Direction	Connect people and the outdoors
Outcome Measure	Annual number of volunteers. Annual number of volunteer hours
Plan to Measure and Evaluate Results	Track the volunteer participation through a tracking system where volunteers sign in and out when working.
Project Budget	Total - \$75,000.00
External Professional Services	\$0.00
Internal Professional Services	\$75,000.00
Construction	\$0.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-22P4-06-06
GRANT PROJECT: - Vadnais-Snail Lake Regional Park Trail Enhancements and Site Improvements - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT: \$510,700		STATE FISCAL YEAR: 2022
STATE FISCAL YEAR 2022: \$510,700		
APPROPRIATION: Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2025		
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)		
COUNCIL ACTION: August 11, 2021	BUSINESS ITEM: 2021-143	
EXPIRATION DATE: June 30, 2025		

GRANT AGREEMENT

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RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2021, First Special Session, Chapter 1, Article 3 Section 4 appropriated funds for State Fiscal Year 2022 and 2023 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s Recreation Open Space (“2040 Regional Parks”) Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project pursuant to Legislature appropriation and presentation of proposed project list to the Metropolitan Parks and Open

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Space Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Master Plan.** “Approved Master Plan” means the master plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

L. ***Small Disadvantaged Businesses.*** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on page 1 during the Grant Project Activity Period identified on page 1.

3. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Eligible Costs.**

4.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

4.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant activity period.

4.3 Traditional Sources of Funding. Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

5. **Grant Amount, Payment and Use.**

5.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council’s obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

5.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

5.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 7.2.

5.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

5.5 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

5.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

5.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the 2040 Regional Parks Policy Plan and the park unit's Approved Master Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Project Grant Activity Period or for a period of twenty (20) years following.

6. Accounting, Record-keeping and Site Monitoring.

6.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

6.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

7. Reporting and Grant Closeout.

7.1 Semi-Annual Reporting during the Grant Activity Period. Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current project spending and projected spending from January to June, and from July to December. The report shall also include the construction, programming and/or consulting activities taken during relating to this Agreement. The Grantee shall provide sufficient documentation thereof such other information as the Council's staff reasonably requests.

7.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 17.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

8. Changes in Grant Project and Amendments.

8.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

8.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2015, Chapter 2, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

9. Assignment, Waiver, and Agreement Complete.

9.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

9.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

9.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

11. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

12. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

13. Data Availability.

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16. Use of and Reporting on Small Disadvantaged Business Inclusion.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

17. Miscellaneous.

17.1 Measurable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

Measurable Outcomes must include a plan for measuring and evaluating the results. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

17.2 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

17.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

17.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

17.5 Future Funding. Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

17.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

[The remainder of this page has been left intentionally blank]

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Toni Carter
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Assistant County Attorney
Date: _____

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-22P4-06-06
Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Vadnais-Snail Lakes Regional Park Trail Enhancements and Site Improvements
Regional Park or Trail:	Vadnais-Snail Lakes Regional Park
City:	Shoreview
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Design, engineering, and initiate construction of resilient site and trail improvements in the Snail-Grass section of Vadnais-Snail Lakes Regional Park consisting of design, engineering, construction, contingencies, site/trail/utility improvements, pedestrian access and trail connections, playground modifications, site amenities, natural resource restoration, landscaping, signage, and wayfinding.
Project Goal	Increased access and connectivity to the regional park and trails that are resilient to environmental changes.
Strategic Direction	Acquire land, create opportunities
Outcome Measure	Provide necessary resilient site, trail, and amenity improvements to ensure high-quality experiences of park users for improved access and connectivity throughout the park.
Plan to Measure and Evaluate Results	Number of redeveloped trail miles constructed Number and type of site amenities added Number and type of site infrastructure improvements Number of square feet of turf restoration
Project Budget	Total - \$510,700.00
External Professional Services	\$75,000.00
Internal Professional Services	\$23,535.00
Construction	\$412,165.00

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)

Board of Commissioners

Request for Board Action

Item Number: 2021-520

Meeting Date: 10/5/2021

Sponsor: Parks & Recreation

Title

Access and Maintenance Agreement for Rice Creek Stormwater Treatment Ponds in the Rice Creek Regional Trail Corridor.

Recommendation

1. Approve an Access and Maintenance Agreement with the city of Shoreview for the Rice Creek Stormwater Treatment Ponds in the Rice Creek Regional Trail Corridor.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale

Prior to 1999, the city of Shoreview constructed two stormwater treatment ponds on city property to receive runoff from Rice Creek Parkway and support long-term development on adjacent lands. In 1999, there was a land swap between the city and county in the northwest corner of the Rice Creek Regional Trail corridor to accommodate Rice Creek Parkway and future development needs. As part of that land swap, the county acquired property that included the two stormwater treatment ponds. As development has occurred adjacent to Rice Creek Parkway, the city constructed stormwater reuse infrastructure consisting of an intake pipe, a pumphouse, and associated underground piping on the property as shown in the Agreement Exhibit A and B. The city has a need for long-term access and maintenance of the two stormwater treatment ponds and associated stormwater infrastructure located on county property in the Rice Creek Regional Trail corridor.

The Access and Maintenance Agreement enables the city to access the ponds on county property and perform routine and non-routine maintenance activities. Routine maintenance activities consist of sediment and vegetation removal adjacent to stormwater infrastructure outlets and intakes, selective removal of vegetation to allow access to the ponds to perform required maintenance, repair and replacement of riprap located adjacent to the ponds, and removal of sediment from stormwater infrastructure. Non-routine maintenance consists of access of large equipment for replacement of existing stormwater infrastructure, and removal of sediment from ponds. The city will be responsible for restoration of impacted areas including hard surface bituminous and concrete pavement areas, turf, natural areas, and park related site amenities from routine and non-routine maintenance activities. All costs associated with the operation and maintenance of the ponds and pond infrastructure is the sole responsibility of the city. The city shall not assess the county for any costs associated with future operation and maintenance of the ponds and infrastructure.

If the city has a future need for acquisition of a permanent easement for the ponds and stormwater infrastructure, the city shall be responsible to examine property titles, prepare necessary permanent easement documents, provide easement documents for county review and recording easements at no cost to the county. If a future permanent easement is granted to the city from the county, the location and width of that future permanent easement is shown on Exhibit B for reference.

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

This is a project led by the city requiring access and maintenance to the stormwater treatment ponds on county property; however, these improvements will have local benefits by supporting improved stormwater management for adjacent land developments that utilize these ponds. Benefits will be gained through advancing development opportunities on adjacent vacant land in an area that has a racial makeup of 27% people of color in the city. In addition, these improvements support investments in racially and ethnically diverse communities of color by providing long-term well-being and contribute to greater racial equity goals.

Community Participation Level and Impact

There was no county related community participation related to the Access and Maintenance Agreement. This is a city-led project regarding access and long-term maintenance improvements to stormwater treatment ponds on county property. Prior to the start of the project, the city notified the county of access and maintenance needs.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The city is completing all aspects of this project at no cost to the county.

County Manager Comments

No additional comments.

Last Previous Action

On August 25, 2020, the Ramsey County Board of Commissioners approved a Temporary Construction Easement and Maintenance Agreement with the city of Shoreview for access to county property for the installation of a trail extension (Resolution B2020-160).

Attachments

1. Access and Maintenance Agreement
2. Agreement Exhibits

**ACCESS AND MAINTENANCE AGREEMENT
RICE CREEK STORMWATER TREATMENT PONDS
AND STORMWATER REUSE INFRASTRUCTURE**

This access and maintenance agreement ("**Agreement**") is made and entered into as of the ____ day of _____, 2021 by and between the County of Ramsey, a political subdivision of the State of Minnesota ("**County**"), and the City of Shoreview, a political subdivision of the State of Minnesota ("**City**").

WHEREAS, The County is the fee owner of the Rice Creek Open Space property located east of and adjacent to the Rice Creek Parkway, Shoreview, MN ("**Property**"), and

WHEREAS, The City constructed two stormwater treatment ponds ("**Ponds**") on the Property (Pond A and Pond B) that receive runoff from the Rice Creek Parkway area, as shown on Exhibit A, and

WHEREAS, As part of a land swap completed in 1999, the County acquired the Property after the construction of the Ponds, and

WHEREAS, The City constructed stormwater reuse infrastructure ("**Infrastructure**") consisting of an intake pipe into Pond A, a pump house, and associated underground piping on the Property as shown on Exhibits A and B, and

WHEREAS, The City requires access to the Ponds and Infrastructure to operate, inspect, and perform required maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter stated, the parties do agree as follows:

1. County hereby grants the City access to the Ponds to inspect and perform required maintenance.
2. The County hereby grants the City access to the Infrastructure to operate, inspect, and perform required maintenance.
3. The City shall be able to perform routine maintenance on the Ponds and Infrastructure identified in Exhibit A. The City shall notify the County prior to accessing County land prior to performing routine maintenance. Routine maintenance consists of the following:
 - a. Removal of sediment and vegetation from areas adjacent to pond discharge pipe outlets and the intake for the stormwater reuse pump.
 - b. Removal of vegetation to allow access to the Ponds and Infrastructure for required maintenance.
 - c. Repair/replacement of riprap located in various areas around the Ponds.
 - d. Removal of sediment from stormwater infrastructure such as pipes and manholes associated with the Ponds.

- e. The City shall restore and repair any impacted County park infrastructure and replant areas that are damaged due to routine and non-routine maintenance activities as per the requirements of the County.
4. The City shall notify the County for approval prior to completing non-routine maintenance items that require:
 - a. Large equipment that could damage vegetation.
 - b. Replacement of stormwater infrastructure such as pipes or manholes.
 - c. Removal of sediment from the Ponds, not including the areas adjacent to discharge pipe outlets.
 - d. The City shall restore and repair any impacted County park infrastructure and replant all areas that are damaged due to non-routine maintenance activities as per the requirements of the County.
5. If the City requires acquisition of a permanent easement for Infrastructure, then the City may, at its sole cost, examine title to the Property, prepare documents necessary for a permanent easement, provide easement documents for the County for review, and record the Easement. If a permanent easement is granted by the County to the City, the location and width of that permanent easement would be as is shown on Exhibit B.
6. All costs associated with the operation and maintenance of the Ponds and Infrastructure is the sole responsibility of the City. The City shall not assess the County for any costs associated with future operation and maintenance of the Ponds and Infrastructure.
7. The City shall provide a certificate of insurance to the County indicating levels of liability and insurance coverage to Ramsey County (see below) prior to start of the Project. If another form of insurance is requested, the City shall submit insurance information to the County for review and approval.
 - a. Insurance with coverage equal to or exceeding the stated limits.

<i>Commercial General Liability</i>	<i>Limit: \$500,000 per claim and \$1,500,000 per Occurrence</i>
<i>Auto (owned, hired, and non-owned)</i>	<i>Limit: \$1,000,000</i>
<i>Workers Compensation/Employers Liability</i>	<i>Limit: \$500,000/\$500,000/\$500,000</i>
<i>Professional Liability</i>	<i>Limit: \$1,000,000 per claim and \$3,000,000 aggregate</i>

- b. The City and or designated Project representatives shall also require the Contractor to list Ramsey County as an additional insured on the selected contractor provided insurance, naming Ramsey County as additional insured under such policies of insurance for the duration of the project contract.
 - i. Such evidence shall be supplied prior to any work starting on County property.

- ii. The following language must be added to the certificate of insurance: *“Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.”*
8. The City shall hold the County harmless from any and all liability which may result from the Ponds and Infrastructure located on the Property.
9. Neither the County nor the City waives any immunities, or defenses on liability to the parties at law or in equity, and the parties expressly agree that the terms of this Agreement shall not be construed to affect any such waiver. Each party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and this Agreement shall not be construed to negate or abridge or otherwise waive, with respect to either party the liability limits of Minnesota Statutes Chapter 466.
10. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. **The Effective Date of this Agreement shall be the later of the dates on which the County and City have executed this Agreement.**

Signature Page for County

COUNTY OF RAMSEY

Dated: _____

By: _____

Toni Carter
Its Chair

Dated: _____

By: _____

Mee Cheng
Its Chief Clerk

Approved as to form:

Assistant County Attorney

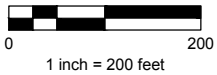
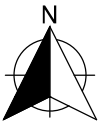
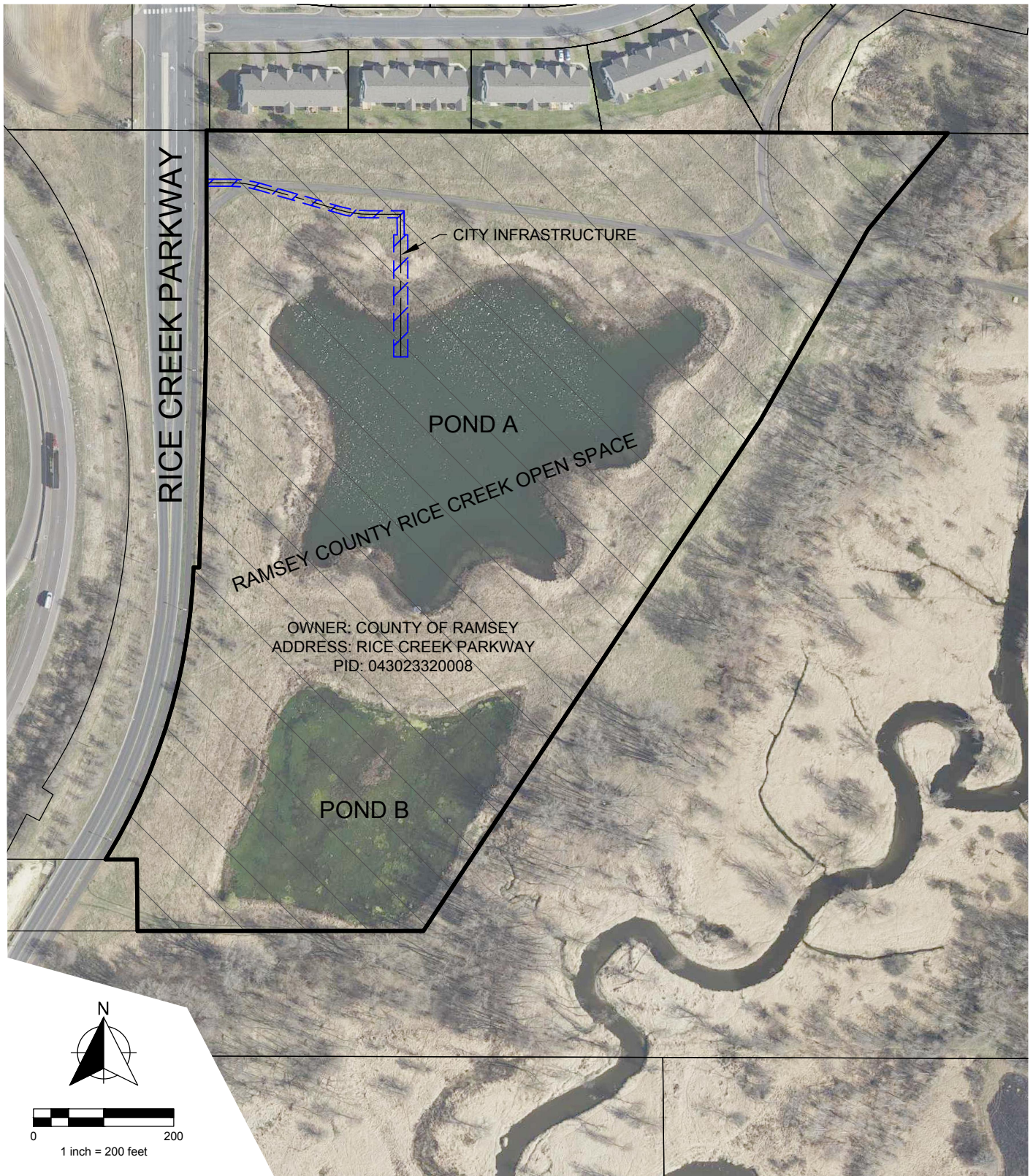
Signature Page for City

CITY OF SHOREVIEW

Dated: September 1, 2021

By: 

Mark Maloney
Its Director of Public Works



— PARCEL LIMITS



PERMANENT EASEMENT AREA = 6,601 SQ. FT.

Prepared by:



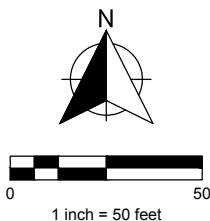
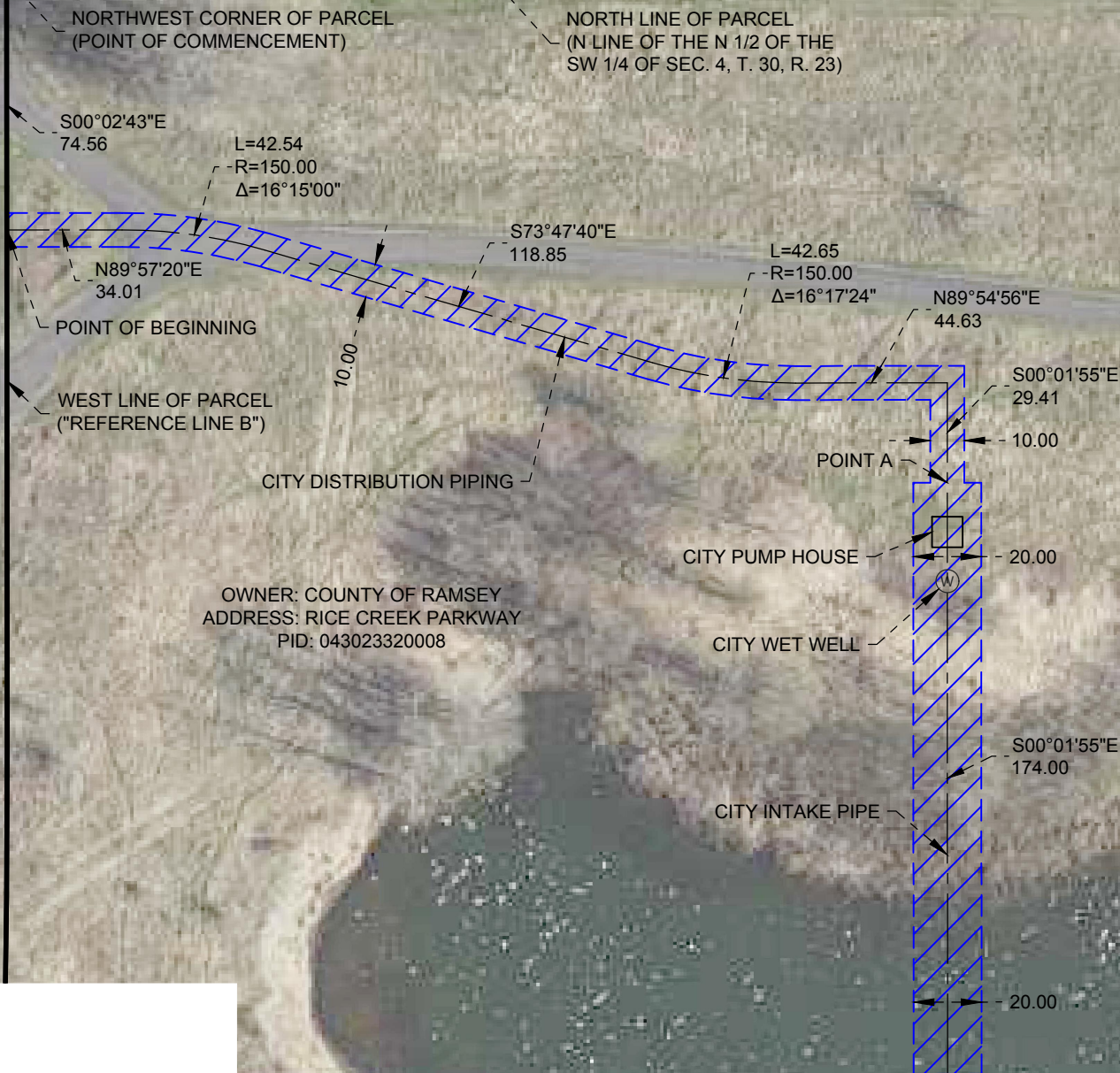
Exhibit A
Ramsey County Rice Creek Open Space
PID: 043023320008
Rice Creek Parkway
City of Shoreview, Minnesota

WSB Project No. 010722-000

Date: 04/17/20



RICE CREEK PARKWAY



— PARCEL LIMITS

 PERMANENT EASEMENT AREA = 6,601 SQ. FT.

Prepared by:



Exhibit B
Easement Sketch
PID: 043023320008
Rice Creek Parkway
City of Shoreview, Minnesota

WSB Project No. 010722-000

Date: 04/17/20



Location: City of Shoreview

Address: Rice Creek Parkway

PID: 043023320008

Project No: 010722-000

Date: April 17, 2020

That part of the following described property in the City of Shoreview:

That part of the North Half of the Southwest Quarter of Section 4, Township 30 North, Range 23 West, Ramsey County, Minnesota, situated parallel with and 65.00 feet northerly and westerly of the following described "Reference Line A", and easterly of the following described "Reference Line B."

"Reference Line A"

Beginning at a point on the north line of said North Half of the Southwest Quarter of Section 4, distant 813.62 feet west of the northeast corner thereof; thence southwesterly deflecting to the left 50 degrees 36 minutes 04 seconds, a distance of 226.36 feet; thence southwesterly deflecting to the left 10 degrees 09 minutes 51 seconds, a distance of 308.48 feet; thence southwesterly deflecting to the right 03 degrees 56 minutes 46 seconds, a distance of 909.48 feet; thence deflecting to the right 56 degrees 35 minutes 44 seconds, a distance of 442.22 feet, more or less, to the east line of the west 570 feet of said North Half of the Southwest Quarter.

"Reference Line B"

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter of said Section 4; thence South 89 degrees 52 minutes 52 seconds East, along the south line of said Southwest Quarter of the Southwest Quarter, a distance of 547.64 feet to the point of beginning; thence North 00 degrees 35 minutes 36 seconds West, a distance of 134.66 feet; thence northwesterly 307.89 feet along the arc of a tangential curve concave to the southwest having a central angle of 20 degrees 42 minutes 00 seconds and a radius of 852.21 feet; thence North 21 degrees 17 minutes 36 seconds West, a distance of 348.56 feet; thence northerly 723.88 feet along the arc of a tangential curve concave to the east having a central angle of 52 degrees 37 minutes 10 seconds and a radius of 788.21 feet; thence North 31 degrees 19 minutes 34 seconds East, a distance of 171.87 feet; thence northeasterly 436.68 feet along the arc of a tangential curve concave to the northwest having a central angle of 29 degrees 21 minutes 31 seconds and a radius of 852.22 feet; thence South 88 degrees 01 minutes 57 seconds East, a distance of 8.00 feet; thence North 01 degrees 58 minutes 03 seconds East, a distance of 222.19 feet; thence northerly 173.89 feet along the arc of a tangential curve concave to the west having a central angle of 02 degrees 00 minutes 47 seconds and a radius of 4949.41 feet; thence North 00 degrees 02 minutes 43 seconds West, a distance of 227.35 feet, more or less, to a point on the north line of the North Half of the Southwest Quarter of said Section 4 being 1954.86 feet

westerly of the northeast corner thereof, as measured along said north line, and there terminating.

Excepting therefrom the south 280 feet of the west 570 feet of said North Half of the Southwest Quarter of Section 4, Township 30 North, Range 23 West.

Exhibit B - Description of Permanent Storm Water Easement

A permanent easement for storm water purposes over, under, and across that part of the above described property, which lies 5.00 feet on either side of the following described centerline:

Commencing at the northwest corner of the above described property; thence on an assumed bearing of South 00 degrees 02 minutes 43 seconds East, along the west line thereof, a distance of 74.56 feet to the point of beginning of the centerline to be described; thence North 89 degrees 57 minutes 20 seconds East, a distance of 34.01 feet; thence southeasterly, a distance of 42.54 feet along a tangential curve concave to the southwest, having a radius of 150.00 feet and a central angle of 16 degrees 15 minutes 00 seconds; thence South 73 degrees 47 minutes 40 seconds East, tangent to last described curve, a distance of 118.85 feet; thence southeasterly, a distance of 42.65 feet along a tangential curve concave to the northeast, having a radius of 150.00 feet and a central angle of 16 degrees 17 minutes 24 seconds; thence North 89 degrees 54 minutes 56 seconds East, tangent to last described curve, a distance of 44.63 feet; thence South 00 degrees 01 minute 55 seconds East, a distance of 29.41 feet to point A to be hereinafter described and said centerline line there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on the west line of the above described property.

AND

A permanent easement for storm water purposes over, under, and across the part of the above described property, which lies 10.00 feet on either side of the following described centerline:

Beginning at the hereinbefore described point A; thence continuing South 00 degrees 01 minute 55 seconds East, a distance of 174.00 feet and said centerline line there terminating.

Board of Commissioners

Request for Board Action

Item Number: 2021-400

Meeting Date: 10/5/2021

Sponsor: Public Works

Title

Funding Commitment for the Development Phase of the METRO Purple Line Bus Rapid Transit Project

Recommendation

Approve the Ramsey County portion of the Ramsey County and Ramsey County Regional Railroad Authority joint financial commitment of \$39,900,000 for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project as follows:

- a. Financial commitment is contingent upon the following conditions being met or occurring:
 - i. No expenditures for right-of-way acquisition may be incurred or obligated prior to the completion of any necessary state and federal environmental review and findings and publication of the Environmental Decision Document in the Federal Registrar.
 - ii. Any expenditure of Ramsey County Parties' (Ramsey County and Ramsey County Regional Railroad Authority) funds pursuant to a Letter of No Prejudice issued by the Federal Transit Administration or pre-award authority is subject to the prior approval of the Ramsey County Parties.
 - iii. Ramsey County Parties must review and approve the METRO Purple Line Bus Rapid Transit Project scope, cost estimate and schedule at the completion of 30% design, 60% design, 90% design and 100% design.
 - iv. The METRO Purple Line Bus Rapid Transit Project contingency shall be managed in accordance with the procedures established by the Ramsey County Parties in the METRO Purple Line Capital Grant Agreement with the Metropolitan Council.
 - v. Funds may be only used for Federal Transit Administration Capital Investment Grants Program and federally eligible activities.
 - vi. In the event the Federal Transit Administration deems any METRO Purple Line Bus Rapid Transit Project expenditure as ineligible to qualify as part of the local match for the METRO Purple Line Bus Rapid Transit Project pursuant to a Full Funding Grant Agreement, the Metropolitan Council shall reimburse Ramsey County Parties for its proportional share of all ineligible expenditures.
 - vii. Fulfillment of the financial commitment for the Project Development Phase is subject to the availability and provision of sufficient funding from the process of taxes authorized by Minnesota Statutes Section 297A.993 and associated financing; payment of the funding commitment in any year is subject to appropriation by Ramsey County and Ramsey County Regional Railroad Authority; and execution and fulfillment of grant agreement(s) by the Metropolitan Council.

Background and Rationale

The Rush Line Bus Rapid Transit (BRT) Project has been led by Ramsey County on behalf of the Ramsey County Regional Railroad Authority (RCRRA) in coordination with the Metropolitan Council, the Minnesota Department of Transportation, and local municipalities. The Rush Line BRT Project is a planned 15-mile transit route with stops between Union Depot in downtown Saint Paul and downtown White Bear Lake. The Rush Line BRT Project is currently in the Environmental Analysis Phase (EAP). Upon completion of the EAP, with the receipt of the Environmental Decision and acceptance into the Project Development Phase of the Federal Transit Administration's Capital Investment Grants Program (CIGP) as a New Starts project, the Rush Line

BRT Project will transition to the Metropolitan Council and be rebranded as the METRO Purple Line BRT Project.

Project Development is the first phase of the CIGP for New Starts Projects which lasts up to two years. Project Development is followed by the Engineering and Construction Phases. All projects in the program must receive an overall medium rating to advance into the Engineering phase and to receive a Full Funding Grant Agreement for the federal share of the project. Once in the CIGP, Project expenditures are eligible for a federal match, though no federal funding is provided until the Full Funding Grant Agreement is awarded upon entry to the Construction Phase. This results in non-federal funding covering 100% of Project costs for the Project Development and Engineering phases with reimbursement of the federal share of the cost for these phases as well as construction, currently assumed at 49%, occurring as part of the Full Funding Grant Agreement.

In order for the Metropolitan Council to apply for and be granted entry into the Project Development Phase of the New Starts Program by the Federal Transit Administration, a local financial commitment for the cost of the Project Development Phase of the Project is required. The Project Development Phase for the METRO Purple Line BRT Project is estimated to cost \$39,900,000 and include the following tasks:

- Project Management
- Advanced Engineering/Design
- Environmental Reevaluated and Peer Review
- Right-of-way Acquisition
- Public Engagement

Funding for the Project Development Phase will be jointly committed by the Ramsey County and RCRRA. This financial commitment is consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

To manage the agency roles and obligations during the Project Development Phase, anticipated to begin in October 2021, the Metropolitan Council, Ramsey County and the RCRRA will enter into a Capital Grant Agreement for the Project Development Phase of the METRO Purple Line BRT Project through separate board actions. Funding commitments are consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

The Metropolitan Council will not seek entry into Project Development for the METRO Purple Line BRT Project without the execution of the Ramsey County Parties joint financial commitment for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project.

Additional information of the Rush Line BRT Project can be found on the County website:

<https://www.ramseycounty.us/residents/roads-transit/transit-corridors-studies/rush-line-brt-project>

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

The Rush Line BRT Project will serve a racially diverse area. The Rush Line BRT Project provides transportation connections to areas of concentrated poverty where more than 50% of the residents are racially and ethnically diverse and Indigenous people. In these areas, auto ownership rates are low, and people depend on public transit for access to jobs, health care, shopping and other trips. Other neighborhoods along the route, while not considered areas of concentrated poverty, are becoming more racially and economically diverse and are home to a significant number of households that do not own a car. The Rush Line BRT Project will improve access to opportunities by providing more frequent, reliable and comfortable service that is better connected to job centers, neighborhoods, parks and recreation and other parts of the regional transit system.

Community Participation Level and Impact

The goal of the Rush Line BRT Project public engagement effort is to inform the Environmental Assessment and guide the development of the Rush Line BRT Project design so that it best addresses community needs. A communication and public engagement plan has been prepared for the Environmental Analysis Phase.

The plan established the following goals:

- Inform a diverse public.
- Collect input from a diverse public.
- Use public input to shape the project.

This plan describes and examines the demographic characteristics of study area communities and identified strategies to effectively engage with these populations. Racially and ethnically diverse residents make up over half of the population within one-half mile of the route. The plan also established four criteria for prioritizing attendance at events:

- equity,
- inclusivity,
- geographic representation, and
- maximization of voices heard.

Project staff used these criteria to focus public engagement efforts in areas with significant communities of color and/or low-income populations, hosting and attending events at locations including the Mt. Airy public housing complex, which is adjacent to the Mt. Airy Street station; Hmong Village, a shopping center with over 250 Hmong vendors that is located near the Cook Avenue station; and Comunidades Latinas Unidas en Servicio, an organization on Saint Paul's East Side that serves Latino residents.

The communication and public engagement plan can be found here:

<https://www.ramseycounty.us/sites/default/files/Projects%20and%20Initiatives/2018%2006%2008%20CPEP.pdf>

Throughout the environmental analysis phase, Ramsey County staff sought and gathered input to inform project decisions that could be shaped by public feedback. Project staff documented this input and shared it with the Technical Advisory Committee and Policy Advisory Committee, which considered this input when making decisions regarding station locations, design of the guideway and the Bruce Vento Regional Trail within the Ramsey County rail right-of-way and other project elements. During the Environmental Analysis public comment period from May 15, 2021 through June 25, 2021 Ramsey County hosted two online and one virtual open house events and received 190 comments from agencies, organizations and individuals on the Environmental Assessment. In total, from March 2018 to July 2021, Ramsey County has hosted or attended 164 events and spoke to approximately 3,000 people. Through these public engagement activities, Ramsey County staff have recorded more than 2,700 comments from residents and other stakeholders.

Once the project transitions to the Project Development Phase and becomes the METRO Purple Line BRT, the Metropolitan Council will update the community and public engagement plan and additional engagement activities will be held prior to and during construction. The joint financial commitment by Ramsey County Parties includes resources for staff and consultants to conduct additional engagement.

☐ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The \$39,900,000 requested to fund the METRO Purple Line Bus Rapid Transit Project's Project Development Phase is available in the Public Works Multimodal Capital Projects.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1.None.

Board of Commissioners

Request for Board Action

Item Number: 2021-398

Meeting Date: 10/5/2021

Sponsor: Public Works

Title

Capital Grant Agreement with Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project

Recommendation

1. Approve the 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.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

Background and Rationale

The Rush Line Bus Rapid Transit (BRT) Project has been led by Ramsey County on behalf of the Ramsey County Regional Railroad Authority (RCRRA) in coordination with the Metropolitan Council, the Minnesota Department of Transportation, and local municipalities. The Rush Line BRT Project is a planned 15-mile transit route with stops between Union Depot in downtown Saint Paul and downtown White Bear Lake. The Rush Line BRT Project is currently in the Environmental Analysis Phase (EAP). Upon completion of the EAP, with the receipt of the Environmental Decision and acceptance into the Project Development Phase of the Federal Transit Administration's Capital Investment Grants Program (CIGP) as a New Starts project, the Rush Line BRT Project will transition to the Metropolitan Council and be rebranded as the METRO Purple Line BRT Project.

Project Development is the first phase of the CIGP New Starts Program which lasts up to two years. Project Development is followed by the Engineering and Construction Phases. The project must receive an overall medium rating to advance into the Engineering phase and to receive a Full Funding Grant Agreement for the federal share of the project. Once in the New Starts Program, project expenditures are eligible for a federal match, though no federal funding is provided until the Full Funding Grant Agreement is awarded upon entry to the Construction Phase. This results in non-federal funding covering 100% of project costs for the Project Development and Engineering phases with reimbursement for cost for these phases as well as construction, currently assumed at 49%, occurring as part of the Full Funding Grant Agreement.

To manage the agency roles and obligations during the Project Development Phase, anticipated to begin in October 2021, the Metropolitan Council, Ramsey County and the RCRRA developed the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line BRT Project. Consistent with the approach utilized for the METRO Gold Line BRT Project's Project Development and Engineering agreements, the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line BRT Project breaks funding for the two-year Project Development Phase into two 12-month grant activity periods.

The Project Development Phase for the METRO Purple Line BRT Project is estimated to cost \$39,900,000

and include the following tasks:

- Project Management
- Advanced Engineering/Design
- Environmental Reevaluated and Peer Review
- Right-of-way Acquisition
- Public Engagement

Funding for the Project Development Phase will be provided in accordance with the funding commitment resolutions approved by RCRRRA through separate board actions. Funding commitments are consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

The Metropolitan Council will not seek entry into Project Development for the METRO Purple Line BRT Project without the execution of the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project.

Additional information on the Rush Line BRT Project can be found on the County website:

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Once the project transitions to the Project Development Phase and becomes the METRO Purple Line BRT, the Metropolitan Council will update the community and public engagement plan and additional engagement activities will be held prior to and during construction. The Capital Grant Agreement includes resources for staff and consultants to conduct additional engagement.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The \$39,900,000 requested to fund the METRO Purple Line Bus Rapid Transit Project's Project Development Phase is available in the Public Works Multimodal Capital Projects.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Capital Grant Agreement

**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.

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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 RCRA’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.

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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).

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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>METROPOLITAN COUNCIL</p> <p>By: _____ Mary Bogie Regional Administrator</p> <p>Date: _____</p>	<p>RAMSEY COUNTY</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>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</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>

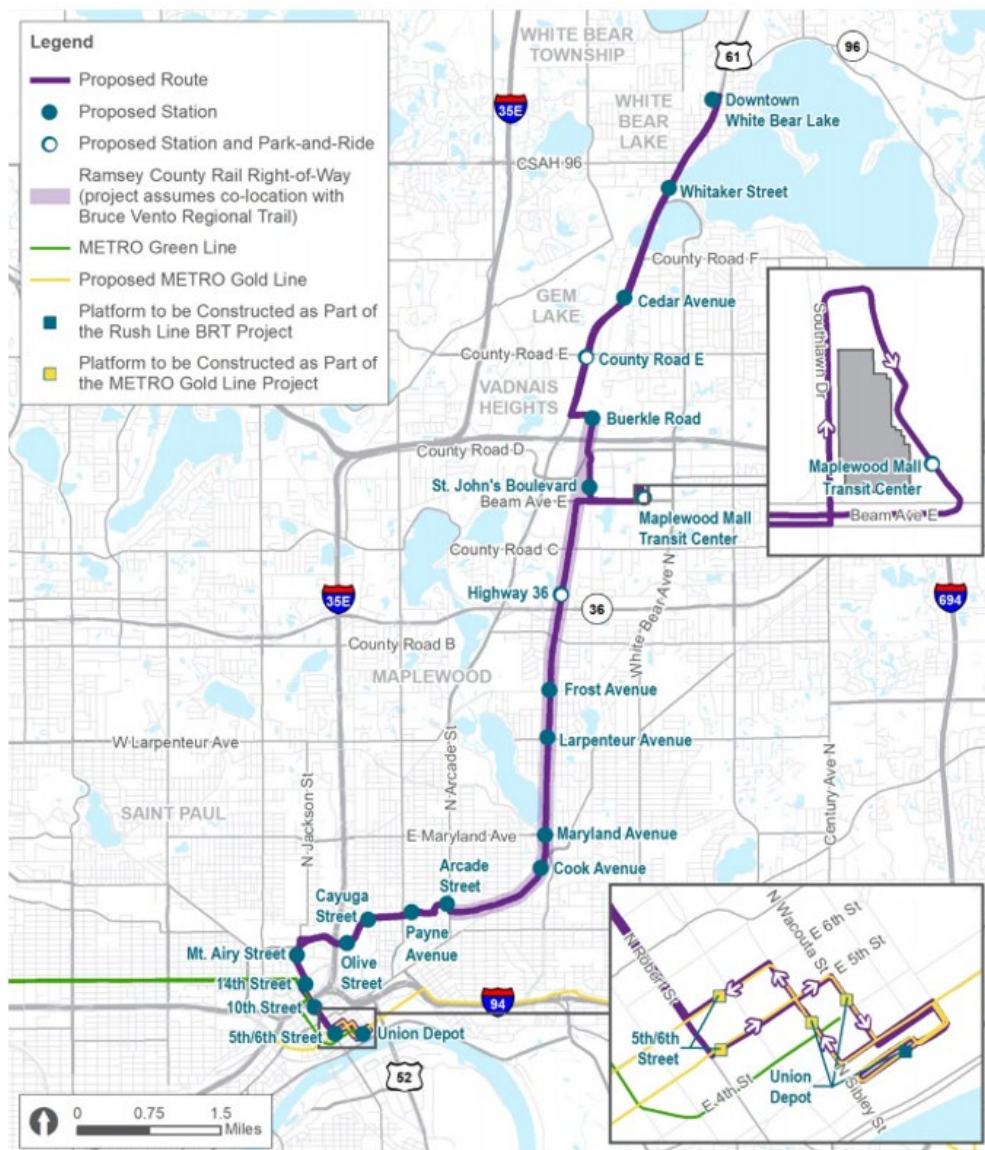
Exhibit A

Project Description

Exhibit A – METRO Purple Line BRT Project Description

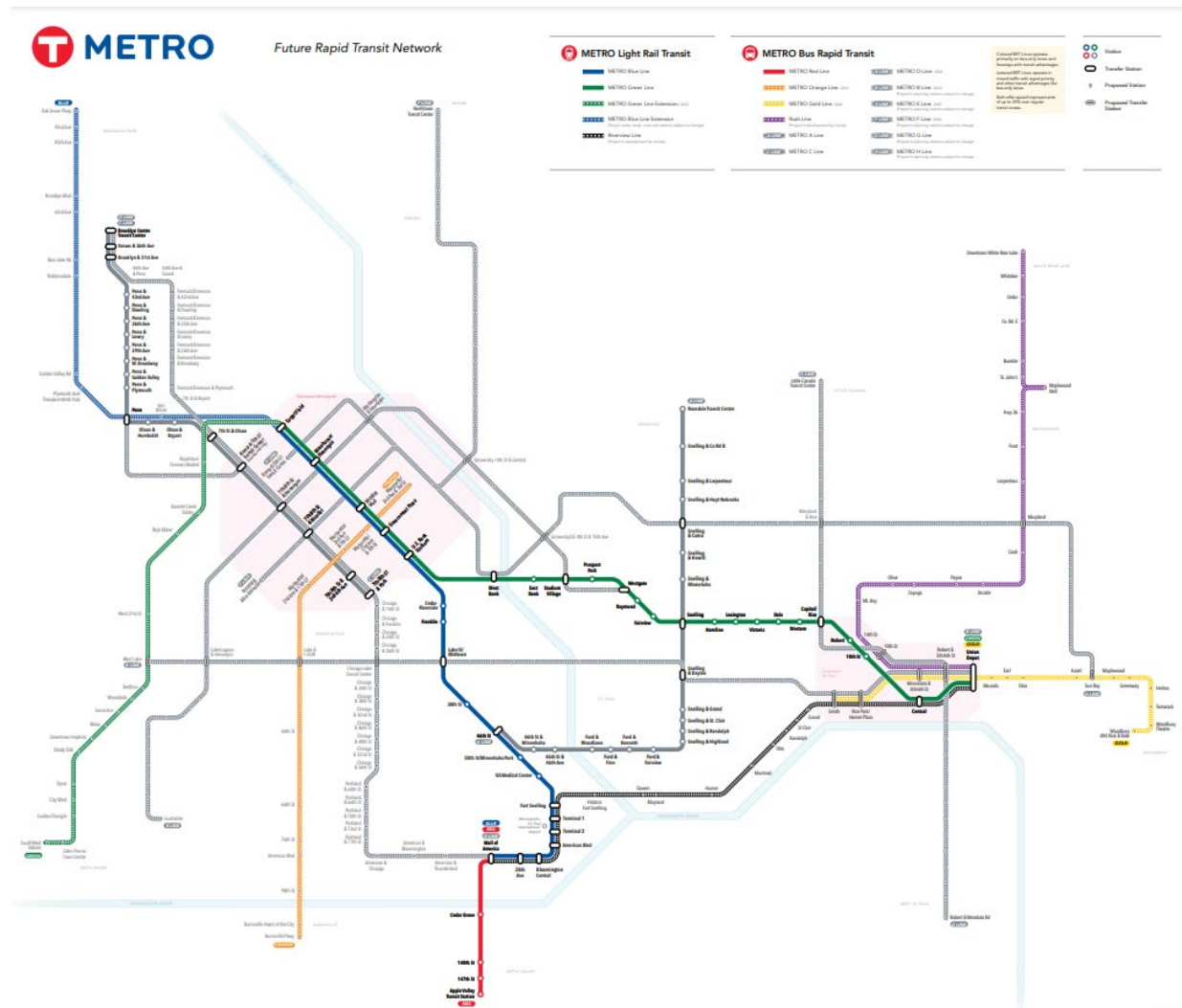
The METRO Purple Line (formerly Rush Line) BRT Project is a proposed 15-mile long BRT route connecting Saint Paul, Maplewood, White Bear Township, Vadnais Heights, Gem Lake and White Bear Lake. It would include 21 stations, and the route would generally run along Robert Street, Jackson Street, Phalen 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)	
10 GUIDEWAY & TRACK ELEMENTS (route miles)	9.00	65,196	13,039	78,235	\$8,693	36%	20%	90,887	
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	
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)	19	14,225	2,845	17,070	\$898	8%	4%	20,000	
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	
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	9.00	6,962	1,392	8,354	\$928	4%	2%	9,621	
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	
40 SITEWORK & SPECIAL CONDITIONS	9.00	66,188	16,547	82,736	\$9,193	39%	21%	96,373	
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	
50 SYSTEMS	9.00	21,586	6,476	28,062	\$3,118	13%	7%	32,878	
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	
Construction Subtotal (10 - 50)	9.00	174,157	40,299	214,456	\$23,828	100%	56%	249,758	
60 ROW, LAND, EXISTING IMPROVEMENTS	9.00	12,692	6,346	19,038	\$2,115		5%	20,396	
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	
70 VEHICLES (number)	17	29,378	10,282	39,661	\$2,333		10%	46,786	
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	
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	9.00	64,380	9,234	73,614	\$8,179	34%	19%	82,400	
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	
Subtotal (10 - 80)	9.00	280,607	66,161	346,769	\$38,530		90%	399,340	
90 UNALLOCATED CONTINGENCY				32,519			8%	37,422	
Subtotal (10 - 90)	9.00			379,288	\$42,143		98%	436,762	
100 FINANCE CHARGES				6,295			2%	7,738	
Total Project Cost (10 - 100)	9.00			385,583	\$42,843		100%	444,500	
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	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485
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	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485	\$ 233,485
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	\$ -
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	\$ -
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
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
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	\$ 1,346,496	\$ 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%
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	\$ 9,854,100	\$26,055,900	\$ 35,910,000	
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%
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	\$ 2,895,100	\$ 3,990,000	
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 rd week in Month #4	Consultants submit invoices for work in Month #3 to the Council.
3 rd to 4 th week in Month #4	Council reviews consultant invoices and submits for approval.
1 st to 2 nd week in Month #5	Consultant prepares Month #3 monthly financial report and the Council reviews.
3 rd week in Month #5	Council submits Month #4 monthly financial report to the County for review.
4 th 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)

	0-12 months	13-24 months	TOTAL
CONTRACTED SERVICES			
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
SUBTOTAL	\$8,761,128	\$12,762,826	\$21,523,954
PROJECT OFFICE			
Agency Staff	\$1,969,871	\$2,649,333	\$4,619,204
Expenses	\$218,000	\$218,000	\$436,000
SUBTOTAL	\$2,187,871	\$2,867,333	\$5,055,204
REAL PROPERTY ACQUISITION			
SUBTOTAL	\$0	\$13,320,841	\$13,320,841
GRANT PROJECT TOTAL	\$10,949,000	\$28,951,000	\$39,900,000

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