

SUBGRANTEE REIMBURSEMENT AGREEMENT

Between

The City of Saint Paul, Minnesota

&

Port Authority of the City of Saint Paul

Subgrantee Name: Port Authority of the City of Saint Paul

Funding Source: Federal Transportation Grants Technical Assistance and IIJA Discretionary Match

Type of Grant: Transportation-related purposes

City Program Administrator: Nick Peterson (Nick.Peterson@ci.stpaul.mn.us)

This Subgrantee Reimbursement Agreement (the “Agreement”) is entered into as of this ____ day of November 2025 (the “Effective Date”). The parties to this Agreement are the **City of Saint Paul**, a Minnesota municipal corporation and home rule charter city (the “City”), and the **Port Authority** of the City of Saint Paul, a Minnesota public body corporate and politic (“Port Authority”).

Recitals

1. The City—under its Department of Public Works—received a Federal Transportation Grants Technical Assistance and Infrastructure Investment and Jobs Act Discretionary Match Grant (“Grant”) not to exceed \$30,000 from the Minnesota Department of Transportation (“MnDOT”).

2. The City agreed to certain assurances, obligations, and conditions when it entered into an agreement with MnDOT to receive these grant funds. The MnDOT Agreement Number is 1057511, and the SP or SAP Number is 164-589-001 and was formally agreed and executed on March 31, 2025. A true and correct copy of the recipient agreement between the City and MnDOT is attached and incorporated into this Agreement as **Exhibit A** (the “City and MnDOT Agreement”).

3. The City and MnDOT Agreement between the City and MnDOT allows the City to hire consultants to provide technical assistance in identifying and applying for transportation-related federal discretionary grants authorized by the Infrastructure

Investment and Jobs Act and reimburse those consultants up to \$30,000 (the “Reimbursement Funds”).

4. The Port Authority hired a consultant (the “Consultant”) to provide this technical assistance outlined in the City and MnDOT Agreement.

5. The Port Authority completed its obligations and duties outlined in the City and MnDOT Agreement to the City’s satisfaction.

6. The City now intends to reimburse the Port Authority for the technical assistance of the Consultant up to the maximum amount allowed by the City and MnDOT Agreement.

7. The City and the Port Authority now desire to enter into this Agreement for the purpose of setting forth their respective responsibilities regarding the City and MnDOT Agreement.

The City and Port Authority agree to the following terms and conditions:

Section 1

Statement of Work

The Port Authority hired the Consultant to prepare a federal transportation grant application to be submitted to a federal agency by the Port Authority.

Section 2

Prohibited Activities

Reimbursement Funds may not be used for gifts or novelty items (unless individually and specifically approved by the State of Minnesota) or for payments to vendors displaying exhibits for their profit. Funds may not be used to benefit state employees, or to reimburse them for any of their expenditures, including travel expenses, alcohol purchases, costs of registration fees for training sessions or educational courses presented or arranged, payments to State employees for presentations at workshops, seminars, etc., whether on state time, vacation time, leave of absence or any other non-work time. Reimbursements for travel or subsistence outside of Minnesota is only eligible for reimbursement if the State has provided prior written approval of such out-of-state approval.

Section 3

Reimbursement

The City reviewed the Port Authority's scope of work and technical assistance and agrees the Port Authority's performance meets all obligations for reimbursement under the City and MnDOT Agreement. The City also agrees the Port Authority fulfilled its obligations according to all applicable laws, rules, and regulations.

Notwithstanding the effective date of the Agreement, the City will be responsible for payment for work performed prior to contract execution which was authorized by the project manager.

Based on the City and MnDOT Agreement, the City agrees to pay the Port Authority **\$30,000** for its work and technical assistance, as outlined and available under the City and MnDOT Agreement. Such payment shall be made to the Port Authority upon the parties' mutual execution of this Agreement.

Section 4

Records Retention & Audits

Section 4.1. Records Retention. The Port Authority shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of carrying out the duties and activities required by the City and MnDOT Agreement in **Exhibit A**, attached to this Agreement. These books, records, documents, or other evidence will be maintained to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature.

Section 4.2. Accounting Principles. The Port Authority will use generally accepted accounting principles. The Port Authority shall preserve all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable and revenues and other applicable credits under this Agreement and the City and MnDOT Agreement that are in the possession of the Port Authority and relate to this Agreement.

Section 4.3. Time. The Port Authority will keep all records under this Section for a period of no less than six (6) years after the final date of reimbursement under this Agreement and the respective State of Minnesota and federal requirements, if applicable. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Section 5

Compliance

The Port Authority shall comply with all federal, state, and local laws and rules and regulations governing all services performed and funds provided under this Agreement.

Section 6

Default & Refund

Section 6.1. Events Triggering a Default. Although the parties fulfilled their respective obligations under the City and MnDOT Agreement, if a party discovers any one of the following events occurred when the other party carried out its obligations thereunder, that event shall constitute an “Event of Default” under this Agreement:

- Section 6.1.1.* A party defaulted in the performance or observation of any agreement, covenant, or condition required to be performed or observed by such party under the terms of this Agreement or under the requirements of the City and MnDOT’s Agreement in **Exhibit A**.
- Section 6.1.2.* Any representation or warranty made by a party—or any document or certificate furnished to the other party—shall prove at any time to be incorrect or misleading as of the date made.
- Section 6.1.3.* A party engaged in any illegal activities.
- Section 6.1.4.* The Port Authority uses any of the Reimbursement Funds contrary to this Agreement.
- Section 6.1.5.* A party employed or became an individual, company, or other entity either on the debarment list or with unresolved compliance issues during its performance of the activities leading to payment of the Reimbursement Funds under this Agreement.
- Section 6.1.6.* A party failed to obtain and/or keep in force insurance of the types and in the amounts as specified within this Agreement or shall fail to indemnify and hold harmless the other party as set forth herein.

Section 6.2. Remedies. Whenever any default-event under this Section is discovered, the non-defaulting party may take whatever action at law or in equity may appear necessary or appropriate to seek repayment or reimbursement of the Reimbursement Funds disbursed to the Port Authority. Either party may also enforce performance and observance of any obligation, agreement, covenant, representation, or warranty of the other party under this Agreement, or any related instrument; or to otherwise compensate the non-defaulting party for any damages on account of such default-event.

Section 6.3. Nonexclusive Default Remedies. No remedy conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default-event shall impair any such right or power, nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a party to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be expressly required or be required by law.

Section 7

Indemnity and Hold Harmless

Each party shall bear all loss, expense (including reasonable attorney's fees), and damage in connection with, and hereby releases and agrees to indemnify, defend, and hold harmless, to the extent allowed by law, the other party and its officers, agents, and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of such party's insurance coverage, resulting from such party's performance under this Agreement vis-à-vis the obligations and requirements listed in the City and MnDOT Agreement in **Exhibit A**.

This indemnification shall not be construed as a waiver on the part of either party of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of each party shall survive the termination or expiration of this Agreement.

Section 8

Independent Subgrantee

The Port Authority acknowledges and agrees that its employees are not—and shall not—be considered employees of the City. It is agreed that the Port Authority and its employees will act as “independent Subgrantees” and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and

vacation leave, severance pay, pension benefits, or other rights or benefits offered to employees of the City or its individual departments or agencies.

The Parties agree that the Port Authority and its employees will not act as an agent, representative, or employee of the City. Any and all employees of the Port Authority or other persons engaged in the performance of any work or services required by the Port Authority under this Agreement shall be considered employees or subcontractors of the Port Authority only and not of the City; and any and all claims that might arise, including Workers' Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Port Authority.

Neither the City nor the Port Authority are an agent, partner, or joint venture of the others for any purpose or has any authority to bind the others.

Section 9

Conflict of Interest

The Port Authority affirms that to the best of its knowledge, the Port Authority's involvement in this Agreement carrying out the obligations and requirements of the City and MnDOT Agreement in **Exhibit A** did not result in any conflict of interest with any of the City or any other party or entity which may be affected by the terms of this Agreement.

Should any conflict or potential conflict of interest become known to the Port Authority, the Port Authority shall immediately notify the City of the conflict or potential conflict, specifying the part of this Agreement or **Exhibit A** giving rise to the conflict or potential conflict. Unless waived by the City, the conflict or potential conflict may, in the City's reasonable discretion, be cause for any remedy outlined in this Agreement or in law or equity.

Section 10

Minnesota Government Data Practices Act

All of the data created, collected, received, stored, used, maintained, or disseminated by the Port Authority with regard to its performance of its duties under this Agreement relating to the completion of the requirements and obligations in **Exhibit A** that are eligible for Reimbursement under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes. The Port Authority agrees to comply with those requirements as if it were the City.

The remedies in Minn. Stat. § 13.08 may apply to the Port Authority. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota State laws, state law shall control. The Port Authority shall comply with the applicable conflict-of-interest provisions of Minn. Stat. §§ 471.87-471.88.

Section 11

Amendment

This Agreement may only be modified or changed by written amendment signed by both Parties.

Section 12

Incorporation of MnDOT Agreement Grant Award

The Port Authority acknowledges and agrees that all terms, conditions, and obligations contained in the City and MnDOT Agreement, located at **Exhibit A** of this Agreement, are incorporated herein and made a part of this Agreement. For purposes of enforcing this Agreement, the Port Authority acknowledges, accepts, and agrees that the City shall inure to, and possess the rights and authority of the State as described in the MnDOT Agreement located at **Exhibit A** to this Agreement.

Section 13

Insurance

Section 13.1. Insurance requirements. The Port Authority is required to carry insurance of the kind and in the amounts shown in this Article for the life of the Agreement. Certificates for Liability Insurance should state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds.

If the City gives written approval for the Port Authority to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees.

If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City is of that of a subcontractor or independent contractor, not a City employee.

Section 13.2. General or business-liability insurance requirements.

- \$1,500,000 per occurrence;

Section 13.3. Worker's compensation & employer's liability. Worker's Compensation and Employer's Liability Worker's Compensation coverage is required by Minnesota law. Employer's Liability must have a minimum of:

- \$500,000 per accident;
- \$500,000 per employee;
- \$500,000 per disease policy limit.

Section 13.4. General Insurance Requirements.

§ 13.4.1. **Right to review.** The City reserves the right to review District's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

§ 13.4.2. **Intentionally Omitted.**

§ 13.4.3. **Umbrella policy.** Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy.

Section 14
Miscellaneous Provisions

Section 14.1. Notices. All notices shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid addressed as follows:

Port Authority:

Sarah Illi
Saint Paul Port Authority
400 Wabasha Street N #240
Saint Paul, MN 55102

With a copy to:

Emily Lawrence
Saint Paul Port Authority
400 Wabasha Street N #240
Saint Paul, MN 55102

The City:

Nick Peterson
City Engineer
25 West Fourth St
CHA 800
Saint Paul, MN 55102

With a copy to:

Saint Paul City Attorney's Office
Attn: Kyle Citta & Alex Dumke, *Assistant City Attorneys*
15 West Kellogg Blvd
400 City Hall
Saint Paul, MN 55102

With a copy to:

Saint Paul Office of Financial Services
Attn: Grants Division
15 West Kellogg Blvd.
700 City Hall
Saint Paul, MN 55102

Section 14.2. Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon the Port Authority and the City and their respective successors and assigns. No delay on the part of either party in exercising any right, power, or privilege shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the parties specified in this Agreement shall be in addition to and not exclusive of any rights and remedies which the parties, by operation of law, would otherwise have.

Section 14.3. Survival of Agreements, Representations, and Warranties. All agreements, representations, and warranties made in this Agreement by the parties shall survive its termination.

Section 14.4. Governing Law and Venue. This Agreement and the attachments are to be construed and enforced according to and governed by the laws of the State of Minnesota. Any litigation regarding this Agreement must be initiated, filed, and venued in the Ramsey County District Court, Second Judicial District, State of Minnesota.

Section 14.5. Severability. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

Section 14.6. Waiver. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of this Agreement at any time.

Section 14.7. Entirety of Agreement. This Agreement and the attachments/exhibits to it constitute the entire and exclusive Agreement of the Parties.

Section 14.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

Section 14.9. Electronic Signatures. The Parties agree that the electronic signature of a party to this Agreement shall be as 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 (including this Agreement and any attachments or exhibits to this Agreement) 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 then 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.

[Signature page follows after this break]

SUBGRANTEE

Port Authority of the City of Saint Paul

**CITY OF SAINT PAUL,
MINNESOTA**

By:_____

Todd P. Hurley
President and CEO

By:_____

Mayor or Designee

By:_____

Michael J. Solomon
CFO

By:_____

Director of Public Works

By:_____

Director of Financial Services

Approved as to Form:

Port Authority General Counsel

Approved as to Form:

Assistant City Attorney

**STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE AND
IIJA DISCRETIONARY MATCH
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Saint Paul
15 West Kellogg Boulevard
Saint Paul, MN 55102

Contact: Nick Peterson, City Engineer

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a). Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$30,000.00**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Nick Peterson
City Engineer
Saint Paul Public Works
25 W Fourth Street; CHA 800
Saint Paul, MN 55102

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

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

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or

the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant 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 Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 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.

13 Termination; Suspension

13.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 18 **Additional Provisions**
- 18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.
- 18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.
- 18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.
- 18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and

documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Sean Kershaw
Director of Public Works

Date: 03/23/2025

By: 
Director of Financial Services

Date: 03/23/2025

By: Jaime Rae Tincher
Jaime Rae Tincher (Mar 24, 2025 11:29 CDT)
Mayor

Date: 03/24/2025

Approved as to form:

By: Kyle J. Citta
Assistant City Attorney

Date: 03/23/2025

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: Marc D Brie
State Aid Programs Manager
(with delegated authority)

Digitally signed by
Marc D Brie
Date: 2025.03.28
08:03:33 -05'00'

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: Caitlin Dowling
Digitally signed by Caitlin Dowling
Date: 2025.03.31 10:28:24 -05'00'

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with General Fund Grant Funds:	
2023 IIJA Tech Assistance, General Fund Grant, SAAS Acct 413	\$30,000.00		
Other:		Professional Services	\$30,000.00
	\$		\$
	\$		\$
	\$		
Subtotal	\$30,000.00	Subtotal	\$30,000.00
Public Entity Funds:		Items paid for with Non-General Fund Grant Funds:	
Matching Funds			
Local Match	\$10,148.00	Professional Services	\$10,148.00
Other:			\$
	\$		\$
	\$		\$
	\$		
Subtotal	\$10,148.00	Subtotal	\$10,148.00
TOTAL FUNDS	\$40,148.00	TOTAL PROJECT COSTS	\$40,148.00

EXHIBIT B

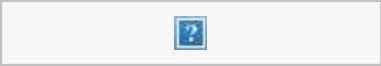
GRANT APPLICATION

Attach the grant application for the project

From: noreply@formstack.com
To: [MN_DOT_SALTIRHELP](#); [Briese, Marc \(DOT\)](#); [Bottos, Elisa \(DOT\)](#)
Subject: IJJA Grants Technical Assistance Application
Date: Friday, July 12, 2024 11:15:20 AM

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.



Formstack Submission For: IJJA Grants Technical Assistance Application

Submitted at 07/12/24 11:15 AM

Name of Agency:	City of Saint Paul
Address of Agency:	25 West Fourth Street CHA 800 Saint Paul 55102
Name:	Reuben Collins
Address:	25 West Fourth Street CHA 800 Saint Paul, MN 55102
Phone:	(651) 266-6059
Email:	reuben.collins@ci.stpaul.mn.us
Project Description. Include a brief description of the project for which federal funds are being sought.:	The City of St. Paul, in collaboration with the Saint Paul Port Authority, would like to apply for an IJJA discretionary grant to advance planning efforts to improve critical infrastructure at the Southport Intermodal Terminal (SIT), which is located along the Mississippi River and Barge Channel Road, near the intersection of Concord Ave and US-52. Planning objectives are to improve regional transportation infrastructure by

enhancing safety, reliability, and critical connections.

Federal Discretionary Grant Program Being Pursued.:

Railroad Crossing Elimination Grant Program

Name of Federal Awarding Agency:

US Department of Transportation – Federal Railroad Administration

State Funds Requested for IIJA Grants Technical Assistance. \$30,000 is the max, and not more than one grant per local agency per year. Tribes are eligible for more than one grant per year.:

30000

Consultant, if known. If consultant has been selected, include name here. If not, write “consultant not selected yet.” Note that grant agreement cannot be executed until a consultant is selected and the anticipated necessary grant amount is known.:

Consultant not selected yet

Anticipated start date of consultant contract. Note that any consultant costs incurred before a state funded grant agreement is executed are not eligible for reimbursement.:

7/15/2023

Anticipated closing date of federal grant opportunity. Include actual due date of federal grant application, if known. If not known, including estimated date and “(estimated).”:

9/23/2024

Mitigate the impacts of climate change in reducing emissions or improving infrastructure resiliency.:

Improving the SIT will enhance environmental sustainability in many ways. River shipping provides one of the most efficient methods of bulk commodities transportation. Compared to other modes of transportation, marine transportation carries the most freight, is the most fuel efficient, and produces the lowest emissions. One typical barge, carrying 1,750 tons, is equivalent to about 70 truck trips. Freight rail trains follow marine transportation in efficiency and emissions.

Provide benefit to areas of persistent poverty or historically disadvantaged communities.:

The SIT is located in the West Side neighborhood of the City of Saint Paul. It is one of the most diverse neighborhoods in Saint Paul with nearly 70% of the population being non-white. The two census tracts (CT) in and around the SIT are designated as disadvantaged according to the Climate and Economic Justice Screening Tool (CEJST). This planning project will engage the community and will provide economic and environmental benefits to the neighborhoods.

Improve safety for all users.:

The SIT is accessed via Barge Channel Road only. Barge Channel Road has an at-grade railroad crossing which often completely blocks off access to the site. This is a significant safety concern because when the access road is blocked by a freight train, emergency vehicles cannot access the SIT. Additionally, the dock walls are unstable and require substantial repair and replacement to prevent them from collapsing. The planning effort will address these and other safety concerns.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT



City of Saint Paul

Signature Copy

Resolution-Public Hearing: RES PH 25-50

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RES PH 25-50

Authorizing the City to enter into an agreement with the State of Minnesota to accept up to \$30,000 from the State Funded IIJA Technical Assistance Program.

WHEREAS, the Minnesota Department of Transportation has allocated \$2 million in state general funds available for grants to local units of government to hire consultants to provide technical assistance in identifying and applying for transportation-related federal discretionary grants authorized by the Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, the City Council of the City of Saint Paul approved Resolution 24-893 authorizing the City to apply for up to \$30,000 from the state funded IIJA Technical Assistance Program; and

WHEREAS, the City has applied to the Commissioner of Transportation for a grant from the IIJA Technical Assistance Program; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$30,000 by reason of the lowest responsible bid; and

WHEREAS, that the City of Saint Paul does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required; and

WHEREAS, the Mayor, pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation total revenues in excess of those estimated in the budget, funds of \$30,000 in the Public Works Grant Fund; now

THEREFORE BE IT RESOLVED, that the proper City officials are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant; now

THEREFORE BE IT FURTHER RESOLVED, by the Council of the City of Saint Paul, upon recommendation of the Mayor that \$30,000 is available for appropriation in the Public Works Grant Fund, as heretofore adopted and amended by this Council, be hereby further amended in the particulars as specified in the attached financial analysis.

Resolution-Public Hearing RES PH 25-50 Passed Mayor's
Office passed Signed 3/19/2025 3/12/2025 Signed | DAY THAT a meeting of the on , this
Resolution-Public Hearing was Signed.

Yea: 6 Councilmember Noecker, Councilmember Yang, Councilmember Kim,
Councilmember Bowie, Councilmember Jost, and Councilmember
Johnson

Nay: 0

Vote Attested by
Council Secretary



Shari Moore

Date 3/12/2025

Approved by the Mayor



Melvin Carter III

Date 3/19/2025

164-589-001IIJAAgreeCOMPLETEfinal

Final Audit Report

2025-03-24

Created:	2025-03-20
By:	Anne Weber (anne.weber@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi3FuVzEEUpvdXzkNU8sFkc79mxMu31Ya

"164-589-001IIJAAgreeCOMPLETEfinal" History

-  Document created by Anne Weber (anne.weber@ci.stpaul.mn.us)
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2025-03-24 - 4:28:52 PM GMT

 Signer Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) entered name at signing as Jaime Rae Tincher

2025-03-24 - 4:29:17 PM GMT

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2025-03-24 - 4:29:19 PM GMT - Time Source: server

 Agreement completed.

2025-03-24 - 4:29:19 PM GMT