

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY of St. Paul
FOR EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and City of St. Paul acting through its City Council ("Recipient City"),

Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement; and

The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid funds; and

City of St. Paul is in need of Federal Funds for State Project No. 164-203-014 and 164-203-015 and City of St. Paul is willing to transfer \$1,123,037.26 of State Aid Funds to City of North Branch ("Donor City"). In exchange City of North Branch under a separate agreement with MnDOT Agreement 1027234: will make federal funds it received for available to City of Saint Paul. The federal funds are available and must be authorized by October 1, 2019.

MnDOT is willing to facilitate these transactions.

THE PARTIES AGREE AS FOLLOWS:

I. TERM OF AGREEMENT.

- A. This agreement will be effective upon execution by City of Saint Paul and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- B. 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: IX. Indemnification; X. State Audits; XI. Government Data Practices; XII. Governing Law; Jurisdiction; Venue; and XIV. Force Majeure.

II. DUTIES OF THE CITY.

- A. City of Saint Paul receiving federal funds will complete the federal process to receive federal funds for SP 164-203-014 and 164-203-015 in accordance with all federal rules and regulations as well as the Delegated Contract Process ("DCP") Process as outlined in agency DCP contract agreement no. 99922. Payment provisions for federally eligible costs will be as stated herein.

- B. City of Saint Paul will pay any part of the cost or expense of the Project that is not paid by federal funds.

III. DUTIES OF MnDOT.

- A. MnDOT will complete documentation in for State Transportation Improvement Program ("STIP") modification to facilitate the fund exchange.
- B. MnDOT will do all work necessary to request authorization of federal funds for City of Saint Paul once all preconstruction requirements are completed per the DCP Process.
- C. MnDOT will act as an agent to transfer federal funds from City of North Branch to City of St. Paul's project SP 164-203-014 and 164-203-015. The cities have agreed on a discount rate of 20 percent in the conversion of federal funds to state aid funds. The federal funds require a twenty percent local match which will be provided by the City of St. Paul.
 - a. MnDOT will act as an agent to transfer \$561,518.63 in State Aid Funds from City of St. Paul to City of North Branch. This transfer will occur on or about February 2, 2018.
 - b. MnDOT will act as an agent to transfer \$561,518.63 in State Aid Funds from City of St. Paul to City of North Branch. This transfer will occur on or about February 2, 2019.
- D. MnDOT is executing a separate MnDOT agreement no. 1027234 with City of North Branch to complete the transfer of funds.

IV. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The City authorized representative is Paul Kurtz, St. Paul City Engineer, 25 West 4th Street, 800 City Hall Annex, St. Paul, MN 55102-1660, phone 651-266-6203, or his successor.
- B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mail Stop 500, St Paul, MN 55155, phone 651-366-3822, or her successor.

V. ASSIGNMENT. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

VI. AMENDMENTS. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement or their successors in office.

VII. WAIVER. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

- VIII. **CONTRACT COMPLETE.** This Agreement contains all prior negotiations and agreements between MnDOT and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- IX. **INDEMNIFICATION.** In the performance of this contract each party will be responsible for their own acts or omissions.
- X. **AUDITS.** Under Minnesota Statutes § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- XI. **GOVERNMENT DATA PRACTICES.** The City and MnDOT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of data referred to in this clause by either the City or MnDOT.
- XII. **GOVERNING LAW; JURISDICTION; VENUE.** Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIII. **TERMINATION.** This Agreement may terminate only upon mutual written agreement of the parties.
- XIV. **FORCE MAJEURE.** Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

City

City certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director, _____
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____