

PROJECT: GOLD LINE BUS RAPID TRANSIT PROJECT

MASTER AGREEMENT: Master Funding Agreement #19I056 – City of St. Paul

PARTIES:

- **Metropolitan Council (“Council”)**
- **City of St. Paul, Minnesota (“City”)**

SUBORDINATE FUNDING AGREEMENT #7 TO MFA

City of St. Paul – RE: Funding and Delegation for Change Order Authorization

This Subordinate Funding Agreement (“SFA”) with the City of St. Paul is entered into by and between the above-named Parties.

WHEREAS:

1. The Parties entered into a Master Funding Agreement (“MFA”) for the Gold Line Bus Rapid Transit Project (“Project”), effective on July 7, 2020.
2. The Parties provided in the MFA that certain aspects of funding for the Project, or components related to but not part of the Project, would be determined in subsequent SFAs.
3. The Parties entered into a Joint Powers and Construction Cooperative Agreement (“JPCCA”), Council Contract No. 21I057, for Construction the Gold Line Bus Rapid Transit Project and Concurrent Non-Project Activities requested by the City of St. Paul, effective on February 22, 2022.
4. The Parties provided in the JPCCA that certain aspects of funding for the Project, or components related to but not part of the Project, would be determined in subsequent SFAs.
5. The Parties contemplate from time to time that the City will authorize transfers to the Council for changes to Project and Local Work components and agree that execution of a single SFA that allows the Parties to process multiple small transfers would benefit both parties.
6. The City has delegated authority to its City Manager and his designee as set forth below to enter into Change Order agreements under this SFA, where the value of the services provided by the Council for a single Change Order does not exceed \$50,000 and the aggregate value does not exceed \$250,000.
7. The Council has delegated authority to its officers and staff as set forth below to enter into Change Order agreements under this SFA, where the reimbursement from the City for a single Change Order does not exceed \$50,000 and the aggregate reimbursement does not exceed \$250,000.
8. The Parties desire to enter into this SFA in order to facilitate transfers of City funds to the Council as

described below.

NOW, THEREFORE, in reliance on the statements in these recitals, the Parties hereby agree as follows:

1. **Amount of Authorized Funding.** The aggregate amount of funding authorized under this SFA #7 shall not exceed \$250,000, unless authorized in a subsequent agreement or an amendment to this SFA.
2. **Specific Funding Agreement** The activities to be performed by the Council and reimbursed by the City will be described in the Change Order Authorizations, substantially in the form outlined in Attachment 1. Upon execution, the Change Order Authorization is integrated into and made part of this SFA. The City will reimburse the Council within 30 days after the execution of the Change Order Authorization.
3. **Project Activity Periods.** The project activity period for the purposes of this SFA shall be effective upon execution and shall terminate on the date all costs under this SFA have been reimbursed, unless terminated earlier consistent with the terms of the MFA.
4. **Authorized Signers.** In order for a Change Order Authorization under this SFA to be binding on the City, it must be signed by the following City staff based on Change Order:
 - a. For sewer related items – Aaron Hass or successor/designee
 - b. For non-sewer related items – Paul Kurtz or successor/designee-

In order for the Change Order Authorization to be binding on the Council, it must be signed by one of the following authorized signers:

- a. Council Authorized Representative (up to \$5,000)
 - b. Construction Manager (up to \$25,000)
 - c. Project Director (up to \$150,000)
 - d. Deputy General Manager Capital Programs (up to \$200,000)
 - e. General Manager (over \$200,000)
5. **Incorporation.** The terms, conditions, and definitions of the MFA are expressly incorporated into this SFA except as modified herein.
 6. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
 7. **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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below. Furthermore, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

CITY OF ST. PAUL

METROPOLITAN COUNCIL

By: _____
Its: Mayor

By: _____

Date: _____

Its: _____

By: _____
Its: Director of Public Works

Date: _____

Date: _____

Its: Director of Financial Services

Date: _____

By: _____
Its: Assistant City Attorney

Date: _____

Attachment 1

**SUBORDINATE FUNDING AGREEMENT #7
City of St. Paul – Funding and Delegation for Change Order Authorization**

Change Order Authorization # _____

1. Authorized work scope/description of the change funded by this Change Order Authorization:

2. Construction Contract Number # _____.
3. Construction Change Order # _____.
4. Amount payable by the City to the Council for this Change Order shall not exceed \$ _____ without further authorization from the City.
5. The asset that is the subject of this Attachment will, upon completion of the Project, be owned by the: [City] or [Council].
6. The terms, conditions, and definitions of the Southwest Light Rail Transit Project Master Funding Agreement dated ## and SFA ##, entered by and between the Parties, are expressly incorporated into this Change Order Authorization.

CITY OF ST. PAUL

METROPOLITAN COUNCIL

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____