

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF SAINT PAUL
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>6283-261</u>
Trunk Highway Number (TH):	<u>94=108</u>
State Project Number (SP):	<u>164-158-028</u>
City Project Number (CP):	<u>B-1203</u>
Federal Project Number (FP):	<u>STBG 6222(177)</u>
Lighting System Feed Point:	<u>A AND B</u>
Signal System B ID:	<u>1736720</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Saint Paul, acting through its City Council ("City").

Recitals

1. The City will perform grading, aggregate base, bituminous paving, signal layouts, drainage, retaining walls, lighting, landscape design, and Bridge No. 62666 construction, and other associated construction upon, along, and adjacent to Trunk Highway No. 94 located on Kellogg Boulevard from Broadway Street to 0.04 miles West of Maria Avenue according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. B-1203 and by the State as State Project No. 164-158-028 and No. 6283-261 (TH 94=108) ("Project"); and
2. The City requests the State allow the construction of Bridge No. 62666 (previously known as Bridge No. 62080 and No. 62080A) over Interstate (Trunk Highway) No. 94 and on associated State Trunk Highway Right-of-Way. Construction also includes, but not limited to, Signal System B, retaining walls, and other associated construction. The State will allow said construction on its Trunk Highway Right-of-Way; and
3. Since a portion of the Project is on the National Highway System (NHS) Right-of-Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal Aid Highway Program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the trunk highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
4. Agreement No. 1054194 between the parties will address routine maintenance required for the Project area not covered under this Agreement; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 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: 5. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure; 17. Counterparts; 18. Electronic Signatures. The terms and conditions set forth in Article 6. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved City plans, specifications, and special provisions designated by the City as City Project No. B-1203 and by the State as State Project No. 164-158-028 and No. 6283-261 (TH 94=108) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Exhibit "A" – Maintenance Responsibilities is attached and incorporated into the Agreement.

2. State Trunk Highway Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy State Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the State Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Trunk Highway Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Trunk Highway Right-of-Way must be provided with required reflective clothing and hats.

2.4. State Ownership of Improvements. The State will retain ownership of its State Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

3.1. Contract Terms. The City's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Trunk Highway Right-of-Way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.2. Direction, Supervision, and Inspection of Construction.

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer in Roseville five days' notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.3. Performance of Oversight Engineering.

- A. The State will perform oversight engineering on the portion of the Project involving Bridge No. 62666 over Interstate (Trunk Highway) No. 94 and retaining wall construction on the State's Trunk Highway Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the NHS.
- B. Oversight engineering will consist of the following items which impact the NHS:
 - i. Review, approve, and provide concurrence of all change orders that pertain to the work on the Interstate (State Trunk Highway) Right-of-Way; and
 - ii. Review of documented inspection and materials testing; and
 - iii. Periodic construction inspections; and
 - iv. Review traffic control; and
 - v. Periodically attend weekly meetings; and

- vi. Review contractor's schedules; and
- vii. Review/approval of any closures of lanes on the Interstate (State Trunk Highway) Right-of-Way; and
- viii. Any other oversight engineering duties required by the FHWA and/or the State.

3.4. Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.5. Compliance with Laws, Ordinances, and Regulations. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. State Trunk Highway Right-of-Way; Easements; Permits

- 4.1. The City will, without cost or expense to the State, obtain all right-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the State Trunk Highway Right-of-Way, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Saint Paul to be constructed upon and within the State Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on State Trunk Highway Right-of-Way" (Form 2525).

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.2. **Retaining Wall Custom Ornamental Railing.** The City will be responsible for any maintenance activities and future replacement of the Type Special 5 ornamental railing related to Retaining Wall D. If said ornamental railing is deemed unsafe, not properly maintained, or needs repair or replacement, the State reserves the right to perform maintenance, repair, removal, or replacement and bill the City for any costs.
- 5.3. **Bridge No. 62666 (Over Interstate (Trunk Highway) No. 94).** The City will own and provide maintenance, repair, reconstruction, and replacement during and after construction for Bridge No. 62666 carrying Kellogg Boulevard over Interstate (Trunk Highway) No. 94 and State Trunk Highway Right-of-Way. The City will be responsible for all major and minor maintenance of the bridge without cost or responsibility to the State, except for those items identified below.

- A. City Bridge No. 62666 Major and Minor Maintenance and Other Responsibilities.** The City will be responsible for minor maintenance, which includes but not limited to, all non-structural maintenance activities on the bridge. The City will keep their roadway and bridge clear from ice, snow, litter, and debris and undertake proper and timely cleaning control measures when necessary. The City will keep the pedestrian walkways/shared use paths free and clear from ice, snow, litter, and debris, in accordance with ADA standards. The City will not push ice, snow, litter, and debris onto any roadway, railroad, shared use path or walkway below the bridge. The City will be responsible for pavement markings, guardrail on the local roadway, graffiti removal that is visible from the local roadway, and non-structurally supported signing. The City will be responsible to determine the safe load rating for the bridge and to regulate oversize, overweight, and special use permits on the bridge.

The City will be responsible for major maintenance of the bridge. Major maintenance includes, but not limited to, all structural related maintenance, including expansion joint flushing, deck crack sealing, painting, overlays, re-decking and rehabilitation of the bridge, and concrete bridge approach panels. When repairs over Interstate (Trunk Highway) No. 94 are needed, and not discovered by the City, the State will notify the City of the deficiency and of the urgency for the repairs. The City must act in accordance with structural safety standards when repairs are needed. If the City fails to make the repairs or if emergency repairs are needed, the State reserves the right to make repairs and bill the City for the State's actual expenses incurred. The City will pay the bill within 90 days.

The City will perform or contract bridge inspections and be listed as the owner of Bridge No. 62666 in the NBIS (National Bridge Inspection Standards) database. If special access equipment is required for bridge inspections such that traffic control on Interstate (Trunk Highway) No. 94 is needed, this traffic control will be provided by the State at a cost to the City.

Exhibit "A" – Maintenance Responsibilities will further define City maintenance responsibilities of Bridge No. 62666 within State Trunk Highway Right-of-Way.

- B. City Bridge No. 62666 State Responsibilities.** The State will be responsible for maintenance of all guardrails on Interstate (Trunk Highway) No. 94 below the bridge. Maintenance of any roadway signing including sign support structures that are attached to the bridge, for the purpose of the roadway traffic on Interstate (Trunk Highway) No. 94. Maintenance of chain link fencing and standard ornamental railing on State Trunk Highway Right-Of-Way. Maintenance of graffiti removal within the control of access of Interstate (Trunk Highway) No. 94 below the bridge. The State will provide emergency response for traffic hits by Interstate (Trunk Highway) No. 94 traffic and perform minor repairs that can be accomplished with State forces as part of the initial response.

If special access equipment is required for bridge inspections such that traffic control on Interstate (Trunk Highway) No. 94 is needed, this traffic control will be provided by the State. The State's actual expenses incurred will be paid by the City will pay the bill within 90 days. Traffic control cost reimbursement will be determined on a case-by-case basis, with a cost estimate provided to the City ahead of operations.

The State retains its authority to administer, issue, and regulate access permits, sign advertising permits, drainage permits, flag installation, and permits to install utilities on the State Trunk Highway Right-of-Way.

If in the future, either party needs to modify the bridge for trunk highway purpose, the State and the City will enter into a new agreement prior to any modifications being made. Costs associated with any

modifications to the bridge for the Interstate (Trunk Highway) No. 94 will be the responsibility of the State.

5.4. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit in Roseville and is incorporated into this Agreement by reference.

6. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 61 (Mounds Boulevard) at Kellogg Boulevard/3rd Street (Signal System B) and the interconnect from Broadway Street to TH 61 (Mounds Boulevard).

6.1. City Minor Maintenance Responsibilities

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
 - iv. Clean and paint the Signal Systems, and luminaire mast arm extensions.
 - v. Paint and maintain the cross-street pedestrian crosswalk markings.

6.2. City Major Maintenance Responsibilities

- A. Interconnect; Timing; Other Maintenance.** The City will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the State. All Signal System timing will be determined by the City.
- B. EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems will be done by City forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative with a list of all vehicles with emitter units, if requested by the State.

iii. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.

iv. All timing of the EVP Systems will be determined by the City.

6.3. State Trunk Highway Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

6.4. Related Agreements. This Agreement will supersede and terminate any agreement and/or any operation and maintenance terms of any agreement, between the parties, for the intersection of TH 61 (Mounds Boulevard) at Kellogg Boulevard/3rd Street (Signal System B).

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Nick Peterson, City Engineer (or successor)
Address: 1500 City Hall Annex, 25 West 4th Street, Saint Paul, MN 55102
Telephone: (651) 266-6203
E-Mail: nick.peterson@ci.stpaul.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

8.1. Assignment. No 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. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.

8.2. 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.

8.3. 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.

8.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims; Insurance

- 9.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 9.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided 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 the data referred to in this clause by either the City or the State.

13. Telecommunications Certification

By signing this Agreement, the City 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), and 2 CFR 200.216, the City will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, 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. The City will include this certification as a flow down clause in any contract related to this Agreement.

14. 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.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment or the provision of the services covered here. Termination must be by written or fax notice to the City. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

16. Force Majeure

No 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.

17. Counterparts

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

18. 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.

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CITY OF SAINT PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date: _____

By: _____
(Director of Financial Services)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

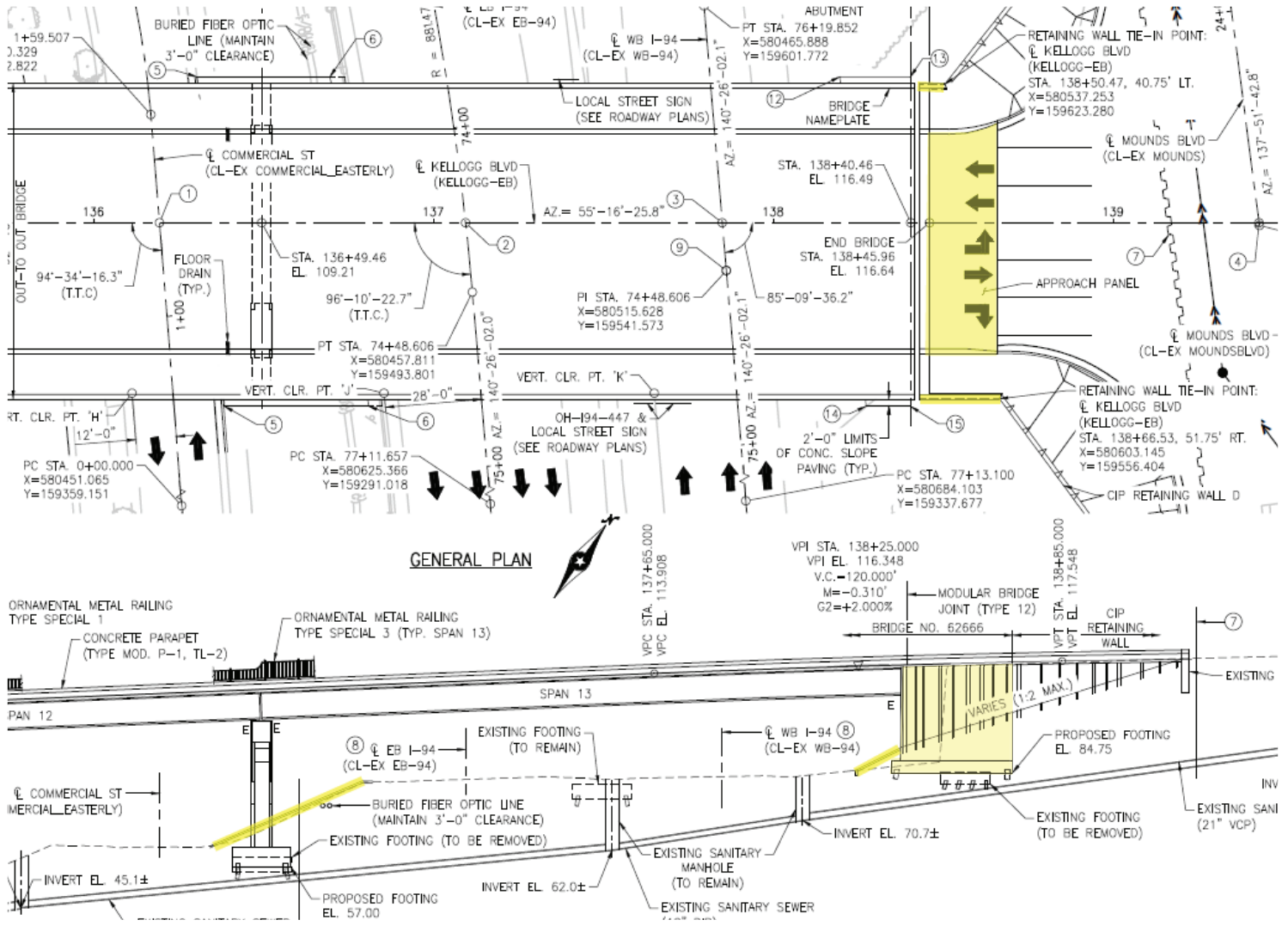
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____



INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.



SP 6283-61, SP 164-158-028, Agreement #1051758

Exhibit A – City Maintenance Responsibilities

Page 1 of 1

  - City of Saint Paul responsibility
(wingwalls, approach panel, slope paving)

CITY OF SAINT PAUL

RESOLUTION

IT IS RESOLVED that the City of Saint Paul enter into MnDOT Agreement No. 1051758 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 94 located on Kellogg Boulevard from Broadway Street to 0.04 miles West of Maria Avenue according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. B-1203 and by the State as State Project No. 164-158-028 and No. 6283-261 (TH 94=108).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Saint Paul at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)