

**CITY OF SAINT PAUL, MINNESOTA
SALES TAX REVITALIZATION (STAR) PROGRAM**

2024 - NEIGHBORHOOD STAR GRANT AGREEMENT

Project Title: Project Title

Tracking # Enter Tracking #

Name of Grantee: Grantee Name

CIF # CIF #

Effective Dates: Dates – 2 year period

Account Code: Account Code

Year STAR: YES or NO

THIS NEIGHBORHOOD STAR GRANT AGREEMENT (“Agreement”) is made and entered into as of the Effective Dates by and between the **CITY OF SAINT PAUL**, a Minnesota municipal corporation and home rule charter city (“Grantor”), and **Grantee Name, a Minnesota entity type** (“Grantee”).

RECITALS:

WHEREAS, the Grantor established the Saint Paul Neighborhood Capital Investment Program in 1993, now known as the Neighborhood Sales Tax Revitalization Program (“Neighborhood STAR Program”); and

WHEREAS, the Neighborhood STAR Program is funded with tax on sales transactions taxable pursuant to Minnesota Statutes, Chapter 297A, that occur within the Grantor’s jurisdiction, which authority was granted to Grantor by the Minnesota State Legislature, Laws of Minnesota 1993, Chapter 375, Article 9, Section 46, as amended (“STAR Law”), and enacted by Grantor in Council Resolution Council File Nos. 93-1045 and 93-783; and

WHEREAS, the purpose of the Neighborhood STAR Program is to provide grants for capital projects to further residential, commercial, and economic development in both downtown St. Paul and St. Paul neighborhoods; and

WHEREAS, the Saint Paul City Council, by **Resolution # _____ on _____, 2024**, authorized Neighborhood STAR funds in the total amount of up to \$ **Amount** (“STAR Funds”) to the Grantee, subject to the terms and conditions of this Agreement; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement for the purpose of setting forth their respective responsibilities in carrying out to a successful conclusion the use of the STAR Funds under the Neighborhood STAR Program in accordance with all federal, state, and local laws.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Agreement), and the mutual promises and obligations of the parties set forth herein, the parties agree as follows:

I. TERM OF AGREEMENT. This Agreement is effective as of the Effective Dates set forth above unless earlier terminated by Grantor or Grantee as provided in this Agreement.

II. ELIGIBILITY. Grantee agrees and covenants that it is eligible for the Neighborhood STAR Program under the Neighborhood STAR Program Guidelines (“Guidelines”) established by Grantor and Grantee specifically agrees and covenants that any misrepresentation by Grantee as part of its application, or any non-compliance with the Guidelines or this Agreement, constitutes an Event of Default as that term is defined in Agreement.

III. STATEMENT OF WORK. The Grantee will perform all activities in the “Statement of Work” attached as Exhibit A, which shall consist of a description of the work to be performed, property on which activities will occur (“Property”), a progress and completion timeline, and a budget outlining all funding sources (collectively referred to herein as the “Project”).

IV. STAR FUNDS. The Grantor hereby grants to Grantee the STAR Funds subject to the terms and conditions of this Agreement. The STAR Funds shall be used by Grantee only as authorized by the STAR Law, Guidelines, and in accordance with the Statement of Work. To the extent there is a conflict between this Agreement and the STAR Law, then the STAR Law will control. In addition, the STAR Funds shall be subject to all of the following:

A. Match Requirement. If the awarded STAR Funds exceed \$50,000, Grantee must match all STAR Funds for the Project on a one-to-one basis with non-STAR funds.

B. Origination Fee. The Grantee shall pay to the Grantor an origination fee equal to 1% of the amount of the STAR Funds awarded.

C. Job Goals. If required, Grantee must meet the job goals set forth in the Statement of Work.

D. Withdrawal. If the Grantee does not meet the requirements of the progress and completion timeline set forth in Exhibit A, Grantee agrees that the Grantee’s application was premature to be awarded the STAR Funds, and Grantee must immediately return to the Grantor any and all disbursed STAR Funds and all undisbursed STAR Funds are thereafter withdrawn from Grantee. The returned and withdrawn STAR Funds will then be retained by Grantor for use in other projects.

E. Failure to Comply. Grantee’s failure to comply with the Statement of Work in any way, including but not limited to not meeting the progress and completion requirements and not complying with the budget is an Event of Default as that term is defined in this Agreement.

F. Reduced STAR Funds. Grantee may receive less than the awarded STAR Funds if the Grantee does not spend disbursements in accordance with the budget for the Project set forth in the Statement of Work attached as Exhibit A, or if the Grantee does not document the required one-to-one match, if any, from other sources for the Project. Grantee’s receipt of the STAR Funds is also limited to those funds for which Grantee can demonstrate

compliance with this Agreement.

G. Amendments. Any and all proposed revisions to the Statement of Work must be submitted in writing to Grantor's project manager and approved in writing by the STAR Program Coordinator. Any amendments to other portions of the Agreement shall be by amendment executed by both parties.

V. DISBURSEMENT OF STAR FUNDS. Subject to the conditions in this Section, Grantor will disburse STAR Funds to Grantee from time to time within the Effective Dates as requested by Grantee, which shall not exceed one (1) disbursement per month. All STAR Funds must be requested by the Grantee within two months following the expenditure.

A. Requirements for Initial Disbursement. No funds shall be disbursed pursuant to this Agreement until all of the following have occurred:

1. The Grantee has executed this Agreement in a form and substance as approved by the Grantor, including but not limited to a completed Statement of Work.
2. Receipt and approval by Grantor of evidence that the required matching funds, if any, have been injected into the Project.
3. The Grantee has provided proof of insurance required by this Agreement.
4. The Grantee has provided an executed Acknowledgment of Receipt of Compliance Documents.
5. The Grantee has provided an Internal Revenue Service Form W-9.
6. The Grantee has provided a Conflict of Interest Statement for Organizations.
7. The Grantee has provided a Public Purpose Summary.
8. The Grantee has provided to Grantor documentation that it has control of the Property in the form of a long-term lease of seven (7) years or more or ownership of the Property. If Grantee is performing leasehold improvements, Grantee must provide to Grantor written permission from the Property owner to complete the Project.
9. If required by Grantor due to the Project details, the Grantee has received project design approval by the Grantor.
10. All other conditions specified in the authorizing City Council resolution have been duly satisfied by the Grantee or waived in writing by the Grantor.

B. Requirements for All Disbursements. In addition to Grantee meeting all applicable requirements for initial disbursement above, Grantee shall meet all of the following requirements before each disbursement unless already received and approved or waived by Grantor:

1. There has been no Event of Default that has occurred and no Event of Default, which with the giving of notice or the lapse of time or both, shall have occurred and be continuing and all representations and warranties made by the Grantee in this Agreement shall continue to be true and correct as of the date of such disbursement.
2. Itemized statements of Grantee and any contractor have been submitted to Grantor documenting all expenses funded by the STAR Funds in such detail as required by the Grantor (i.e., invoices, receipts, payroll statements, copies of checks paid to vendor/payee, bank account statements, etc.). Such statements must include evidence of expenditure of required matching funds, if any. Statements submitted must provide names, addresses, and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor, person, firm, or corporation furnishing materials or performing labor in connection with the Project.
3. Grantee shall have provided to the Grantor such evidence of compliance with all of the provisions of this Agreement as Grantor may reasonably request.
4. Grantee has demonstrated compliance with all federal, state, and local requirements, where applicable, through electronic contract compliance tracking consistent with this Agreement.

C. Final Disbursement. A request by Grantee for final disbursement shall not be submitted to Grantor until completion of the Project to Grantor's satisfaction. In addition to meeting all applicable requirements for initial disbursement and all disbursements above, Grantee must provide Grantor with evidence of Project completion prior to Grantor making the final disbursement. Such evidence may include but is not limited to the following:

1. Evidence that all activities set forth in the Statement of Work have been completed and, if applicable, copies of all required permits with evidence that the permits have been properly closed out.
2. If requested by Grantor, demonstration of compliance with (i) applicable code, permit, and license requirements; and (ii) all federal, state, and local requirements, where applicable, through electronic contract compliance tracking consistent with this Agreement.
3. Written lien waivers from each contractor, if applicable.
4. A final sworn construction statement or an AIA certificate of completion

signed by the Grantee certifying that the Project has been completed in accordance with the approved plans and specifications, if applicable.

5. Completion and submittal by the Grantee of the Neighborhood STAR final report and approval by Grantor of the same.

D. Requests for Disbursement. Any request for disbursement of STAR Funds by Grantee is subject to the terms specified in this Agreement being performed to Grantor's satisfaction. With respect to construction costs, Grantor shall retain at least 5% of the STAR Funds until the Project is complete and all conditions for final disbursement have been met. Grantee must submit to Grantor a completed and signed STAR Disbursement Request Form attached as Exhibit L along with evidence satisfactory to Grantor that the Project is being constructed in accordance with the Statement of Work and approved plans.

VI. FEDERAL, STATE, AND LOCAL LAWS AND COMPLIANCE. At all times, Grantee has the sole and non-delegable responsibility to obey all federal, state, and local laws, rules, and regulations in connection with the Project and shall comply with, and ensure that all contractors and subcontractors comply with all federal, state, and local laws, rules, and regulations, including but not limited to the areas listed in this Section (**items that do not apply are indicated by "N/A"**).

A. Compliance Conference. Grantee must attend a compliance conference conducted by authorized Grantor staff. These conferences are held for the benefit and information of all participating STAR recipients and attendance is required. Each area of compliance is reviewed by the appropriate staff member and forms are distributed for documentation and reporting. Grantor staff will explain the documentation at this time and will provide on-going technical assistance in an effort to keep the report requirements up to date. Following the initial conference, Grantor staff will schedule meetings at such intervals as deemed necessary by Grantor staff with Grantee and its contractors and subcontractors to review the compliance reports, discuss any obstacles to reach the required goals and contract requirements, and propose courses of action to follow to assure full compliance. Notwithstanding anything in this Agreement or this paragraph to the contrary, the Grantor does not warrant or guarantee the accuracy or correctness of the technical or professional assistance given to Grantee and that Grantee relies upon such assistance at its own peril or risk. Grantee understands and agrees that the compliance with rules and regulations referenced in this Agreement shall always remain the sole responsibility of the Grantee.

B. Contract Documents. Grantee will incorporate in all contracts for the Project to which it is a party the requirements of this Section and to cause its contractors and subcontractors to incorporate the requirements of this Section in all subcontracts, including contracts for purchase of materials and services.

C. Constitutional Prohibition. In accordance with First Amendment Church/State principles, as a general rule, the STAR Funds may not be used for religious activities or provided to primarily religious entities for any activities.

D. Historic Preservation. Grantee shall comply with all applicable federal, state and local historical preservation regulations including but not limited to the National Historic Preservation Act set forth at 16 U.S.C. 470 et seq and Public Law 89-665; Archeological and Historic Preservation Act of 1974 set forth at 54 U.S.C. 312501-312508; and Executive Order 11593. Furthermore, Grantee shall comply with all necessary applicable State Historic Preservation Office (SHPO) requirements and any requirements for locally designated historic properties.

E. Labor Standards. Grantee shall comply with, and ensure that all contractors and subcontractors comply with, all applicable federal, state, and local labor and wage standards including but not limited to the following, as applicable, and detailed in Exhibit F:

1. The federal labor and wage requirements set forth in 40 U.S.C. §§ 3141-3148. [Choose an item](#)
2. The State of Minnesota Prevailing Wages requirements set forth in Minn. Stat. §§ 177.41-177.44 and Minn. Rules 5200.1000-5200.1120. [Choose an item](#)
3. The City of Saint Paul's Minimum Wage on Public Contracts Ordinance known as "Little Davis Bacon" set forth in Section 82.07 of the Saint Paul Administrative Code. [Choose an item](#)

F. Vendor Outreach Program. Grantee agrees to comply with, and shall cause its contractors and subcontractors to comply with, the City's Vendor Outreach Program as set forth in Chapter 84 of the Saint Paul Administrative Code. In entering into contracts and subcontracts for the Project, including contracts and subcontracts for all soft costs, professional services, hard construction costs, and other project costs, Grantee and its contractors and subcontractors shall meet the requirements set forth in Exhibit G. [Choose an item](#)

G. Non-Discrimination and Affirmative Action/Equal Opportunity. Grantee will be deemed a contractor for the application of all provisions, ordinances, and other laws relating to discrimination. Grantee agrees to comply with the provisions of the State of Minnesota's Human Rights Statute set forth in Minn. Stat. Chap. 363A and implementing regulations set forth in Minnesota Rules Chapter 5000, as well as the City of Saint Paul's Human Rights Ordinance as set forth in Chapter 183 of the Saint Paul Legislative Code and the City of Saint Paul's Affirmative Action/Equal Opportunity Requirements set forth in Section 183.04 of the Saint Paul Legislative Code, Section 86.06 of the Saint Paul Administrative Code, and the Rules Governing Affirmative Action Requirements in Employment adopted by the Saint Paul Human Rights Commission. Grantee, its contractors, and subcontractors shall meet the requirements of this subsection by compliance with the statement of affirmative action/equal opportunity requirements attached as Exhibit H. [Choose an item](#)

H. Business Subsidy Law Requirements. Grantee agrees to comply with the

Minnesota Business Subsidy Act set forth in Minn. Stat. §§ 116J.993 – 116J.995 and Saint Paul City Council Resolution #99-742. If the STAR Funds amount to \$150,000 or more, and are considered a business subsidy under Minn. Stat. § 116J.993, Subd. 3, Grantor will hold a duly noticed public hearing pursuant to Minn. Stat. § 116J.994, Subd. 5 to consider the subsidy and Grantee will enter into a Business Subsidy Agreement which is attached hereto and incorporated herein as Exhibit I. Choose an item

I. Sustainability Policy. Grantee agrees to comply with the City of Saint Paul's Sustainable Building requirements set forth in Chapter 81 of the Saint Paul Administrative Code or the Saint Paul PED/HRA Sustainability Initiative adopted January 30, 2007, and amended October 5, 2010, both as detailed in Exhibit J. Choose an item

J. Two (2) Bid Policy. Grantee agrees to comply with the Housing and Redevelopment Authority of the City of Saint Paul's two bid requirements set forth in the HRA's Policy Regarding Requirement of Two (2) bids and as detailed in Exhibit K. Choose an item

K. Project Labor Agreement. Grantee agrees to comply with The City of Saint Paul's Project Labor Agreement requirement set forth in City of Saint Paul Resolution 09-584. Choose an item

L. Saint Paul Living Wage Ordinance. Grantee agrees to comply with requirements of the City of Saint Paul Living Wage and Responsible Public Spending Ordinance set forth in Chapter 98 of the Saint Paul Administrative Code. Choose an item

M. Signs - Public Events. Upon Grantor's request, Grantee shall erect, at its own expense, a sign of reasonable size in a prominent position on the Property indicating to the general public that Grantor is providing financing for the Project. Grantee agrees that said sign may remain in place throughout the period of construction. Grantee shall furnish ample notice to Grantor of groundbreaking, opening ceremonies and similar events so that Grantor may obtain publicity of and participation in such events. Grantee agrees to assist and cooperate in such publicity and participation. Grantee further agrees that Grantor shall have the right to issue press releases concerning the Project.

N. Other Requirements. In addition to all other provisions set forth in this Agreement, Grantee shall comply with, and ensure that all contractors and subcontracts comply with, all other applicable federal, state, and local laws, rules and regulations and those regulations and restrictions contained in all agreements related to the funds provided by the Grantor.

O. Compliance Tracking. This Agreement is subject to contract compliance tracking, and the Grantee is required to provide any noted and/or requested contract compliance-related data electronically using the B2GNOW/LCPtracker systems unless other methods are approved by the Grantor.

1. B2GNOW. The Grantee and its contractors, suppliers and subcontractors

shall use B2GNOW for vendor outreach reporting. The Grantee is responsible at all times, before, during and after execution of this Agreement, for ensuring all its contractors, suppliers and subcontractors have completed all requested items, that their contact information is accurate and up-to-date, and that all requested information has been provided by the required due dates. Information related to contractor access of the B2GNOW system will be provided to a designated point of contact with the Grantee and each of its contractors, suppliers, and subcontractors upon execution of the contract.

2. LCPtracker. The Grantee and its contractors, suppliers and subcontractors shall use LCPtracker for prevailing wage reporting. The Grantee is responsible at all times, before, during and after execution of this Agreement, for ensuring all its contractors, suppliers and subcontractors have completed all requested items, that their contact information is accurate and up-to-date, and that all requested information has been provided by the required due dates. Information related to contractor access of the LCPtracker system will be provided to a designated point of contact with the Grantee and each of its contractors, suppliers, and subcontractors upon execution of the contract.

VII. GRANTEE'S REPRESENTATIONS AND WARRANTIES. Grantee represents and warrants that:

A. Grantee is an eligible entity under the Guidelines and is duly organized under the laws of the State of Minnesota or is duly authorized to operate in the State of Minnesota, has the power to enter into and execute this Agreement and by appropriate entity action has authorized the execution and delivery of this Agreement. A copy of organization documents has been provided to the Grantor.

B. This Agreement and any related documents will not result in any breach of or constitute a default under any other mortgage, lease, loan, grant or credit agreement, business entity charter, by-law, or other instrument to which Grantee is a party or by which it may be bound or affected.

C. This Agreement and any related documents will constitute legal and binding obligations enforceable against the Grantee as its interest appears.

D. Grantee has all necessary licenses and permits required for operation of the Project except those which cannot be obtained until completion of the Project, and Grantee will acquire such permits on completion of the Project.

E. The Project will comply with (i) all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements; (ii) all applicable code, permit, and license requirements; and (iii) all federal, state, and local requirements, where applicable, through electronic contract compliance tracking consistent with this Agreement.

F. There are no outstanding health, safety, and/or ADA or building code violations on the Property or the Project and Grantee shall cure any such violations promptly if they occur.

G. Grantee will permit the Grantor, upon reasonable notice, to examine all books, records, contracts, plans, permits, bills, and statements of account pertaining to the Project and to make copies as the Grantor may require.

H. Grantee warrants that no conflict of interest exists as evidenced by a signed Conflict of Interest Statement for Organizations attested to by the director and/or president of the board of Grantee as set forth in Exhibit C attached hereto and made a part hereof.

I. The Grantor's Neighborhood STAR Program will be credited in any advertising or publicity of the Project, including, but not limited to, web sites, newsletters, signage, and programs. Exhibit D has recommended funder acknowledgement guidelines and signage specifications.

J. The Grantee will maintain the capital improvements as described in the Statement of Work for a period of not less than 7 years.

K. Grantee reaffirms the truthfulness of the facts and statements contained in its application for the STAR Funds.

VIII. DEFAULT. Any one or more of the following will constitute an "Event of Default" under this Agreement:

A. Grantee fails to comply with any term of this Agreement.

B. Grantee fails to comply with any term of any other agreement relating to this Project.

C. Any representation or warranty made by Grantee under this Agreement, or in any document or certificate furnished to Grantor by Grantee, will prove untrue in any material respect or materially misleading as of the date made.

D. Grantee engages in any illegal activities.

E. Grantee uses any of the STAR Funds contrary to STAR Law, Guidelines, or this Agreement.

F. Grantee employs or becomes an individual, company, or other entity either on the debarment list or with unresolved compliance issues.

G. Grantee fails to provide required matching funds, if any.

H. Grantee fails to create jobs, if required, in the amount stated on Exhibit B of this

Agreement.

I. Grantee ceases doing business or removes any portion of Grantee's business to any location outside of the legal boundaries of the City of Saint Paul within a period of seven (7) years from the first date of the Effective Dates of this Agreement without the written consent of the City.

J. Grantee sells, transfers, conveys, or assigns Grantee's interest in the Property anytime within a period of seven (7) years from the first date of the Effective Dates of this Agreement.

K. Grantee does not use the STAR Funds in a timely manner as stated in the Statement of Work.

L. Grantee fails to provide any of the required reporting.

IX. REMEDIES. Whenever any Event of Default by Grantee occurs, the Grantor may take any one or more of the following actions to the extent permitted by law:

A. Suspend performance and/or suspend or terminate any further disbursements of the STAR Funds.

B. Cancel and terminate this Agreement and declare any disbursed STAR Funds, plus accrued interest, to be immediately due and payable to Grantor.

C. Take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation, certification or warranty of the Grantee under this Agreement, or any related instrument; or to otherwise compensate the Grantor for any damages on account of such Event of Default by Grantee.

D. No remedy conferred upon or reserved to the Grantor 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 Event of Default 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 the Grantor to exercise any remedy reserved to it, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

X. INDEMNIFICATION. The Grantee agrees to release, defend, indemnify and hold harmless the Grantor, its respective officials, officers, representatives, employees, agents, attorneys, consultants and contractors, now and forever, from any judgements, claims, demands, suits, costs, expenses (including reasonable attorneys' fees), damages (including loss or damage to property or any injury to or death of any person), actions or other proceedings whatsoever by

any person or entity whatsoever arising or purportedly arising from or relating to all of the following: the actions or inactions of the Grantee (or if other persons acting on its behalf or under its direction or control) under this Agreement; the transactions contemplated by this Agreement; the ownership, performance, and/or operation of the Project; and/or breach of this Agreement including any warranty or representation made by Grantee under this Agreement. Grantee's obligations under this paragraph shall not apply to the extent that such obligations are the result of the intentional misconduct of the Grantor.

XI. INSURANCE.

A. Coverage Minimums. The Grantee shall obtain and keep in force, at Grantee's expense, during the term of this Agreement and any extension periods, the following minimum insurance coverage, as applicable, which insurance must be obtained prior to execution of the Agreement and said Certificate(s) of Insurance are attached hereto as Exhibit E:

1. General or Business Liability Insurance
\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising
2. Automobile Insurance.
 - i. Commercial Vehicles. When commercial vehicles will be used in connection with the Project, these minimum coverage amounts are required:
Bodily Injury: \$750,000 per person; \$1,000,000 per accident
Property Damage: Not less than \$50,000 per accident
Coverage shall include: hired, non-owned and owned auto
 - ii. Personal Vehicles. When personal vehicles are used in connection with the Project, the Grantor is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. Grantee must provide the Grantor with Endorsements from insurance company.
Bodily Injury: \$30,000 per person; \$60,000 per accident
Property Damage: \$20,000 per accident
 - iii. Rental Vehicles. When rental vehicles are used in connection with the Project, the Grantee shall either purchase insurance from the rental agency or provide the Grantor with proof of insurance as stated above.
3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability shall have a minimum of: \$500,000 per accident / \$500,000 per employee / \$500,000 per disease policy limit. Grantees with 10 or fewer employees who do not

have Worker's Compensation coverage are required to provide the Grantor with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when Developer provides a service for which professional liability insurance is available for purchase. Professional Liability shall have minimum liability limits of \$1,000,000 per occurrence / \$1,000,000 aggregate.

5. Pollution Liability/Hazardous Waste, Builder's Risk and Errors and Omissions is required in the following minimum amounts:

i. Pollution Liability/Hazardous Waste: \$1,000,000 per occurrence / \$1,000,000 aggregate.

ii. Errors and omissions coverage must be included if the Grantee will be providing services for the Grantor as a sublimit of the General Liability Policy. Agent must state on the certificate if Grantee carries errors and omissions coverage.

iii. Builder's Risk Insurance is required for the cost of the Project.

B. General Requirements.

1. All policies shall be written on an occurrence basis or as acceptable to the Grantor. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. All policies and their related certificates of insurance, except for Automobile Insurance and Worker's Compensation and Employer's Liability, must state that the Grantor and its respective officials, officers, representatives, employees, agents, attorneys, consultants, and contractors are additional insureds.

3. Each coverage afforded to the Grantor as an additional insured under the policies obtained by Grantee must expressly include the duty to defend and the duty to indemnify. As evidence of this commitment, all Certificates of Insurance referenced in this Agreement shall include in the section labeled "Description/Special Items", typically in the lower left-hand corner of the document, the following language: "Each coverage afforded to the City and HRA as an additional insured under this policy expressly includes the duty to defend and indemnify."

4. The Grantee may not commence any activities until Certificates of Insurance covering all of the insurance required for the Project is obtained. Insurance must remain in place for the duration of the Agreement and any extension periods.

5. The Grantor reserves the right to review Grantee's insurance policies at any time, with reasonable notice provided, to verify that Grantor's requirements have been met.

6. Nothing shall preclude the Grantor from requiring Grantee to purchase and provide evidence of additional insurance if the scope of the Project changes or if the exposure to the Grantor or its citizens is deemed to have increased.

7. 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. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) shall be provided with any Certificate of Insurance.

8. Grantee hereby waives all rights of subrogation against Grantor. Each policy of insurance required by Grantee herein shall include a written waiver of subrogation in favor of the Grantor, such insurance shall be primary, and any policy of insurance carried by the Grantor shall be secondary and noncontributory.

9. Should the Grantee fail 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, defend and hold harmless the Grantor as set forth in this Agreement; in such event, the Grantee shall be liable for all costs and fees, including reasonable attorney's fees, that may be incurred by the Grantor in the enforcement of the Grantee's agreement to indemnify and/or to obtain and keep in force the agreed upon insurance coverage.

10. The provisions of this Section XI shall supersede any inconsistent provisions in the Guidelines.

C. Verifiable Insurance; Notice of Cancellation. The Grantee shall furnish Certificate(s) of Insurance evidencing compliance with this Section XI which certificates shall become part of this Agreement. Each insurance policy shall contain a provision requiring thirty (30) days' advance notice to the Grantor of cancellation of the policy. At the Grantor's request, the Grantee must make copies of renewal policies available for inspection by the Grantor and shall provide the broker's name and phone number should the Grantor have questions regarding the policies. The Grantor is not obligated to honor payment requests at any time when the coverages required by this Agreement are not in force.

XII. RECORDS AND REPORTS. The following records must be maintained by the Grantee and submitted to the Grantor when and in such form as Grantor may prescribe.

A. All receipts, invoices, cancelled checks, bank statements, credit card statements,

time sheets, and other documentation relating to Grantee's expenditure of the STAR Funds.

B. Grantee will establish a separate, identifiable accounting record for its use of the STAR Funds. Accounting records must be supported by source documentation and shall be sufficient to reflect all costs incurred in the Grantee's use of the STAR Funds. The books, records, documents, and accounting procedures kept and maintained by the Grantee that are relevant to the STAR Funds will be subject to examination by the Grantor, state agencies and the legislative auditor.

C. Progress reports at times and in forms prescribed by Grantor which may include but are not limited to: the status of the Project, the specific uses of the STAR Funds and supporting documentation, a Project evaluation or summary and financial information relating to Grantee and the Project.

D. At the Grantor's request, financial statements prepared in accordance with generally accepted accounting principles. Fiscal end statements must be compiled/reviewed/audited statements. All such statements must include, but not be limited to, a listing of all assets and liabilities of the Grantee, income, and expense statements and income tax returns.

E. Records of the insurance required to be kept by Grantee herein, including proof of insurance in effect, and proof of payment of insurance premiums.

F. Records of board or committee meetings relating to decisions governing the Grantee's use of the STAR Funds.

G. If the Grantee is using the STAR Funds to provide grants or loans to third-parties, Grantee must keep records documenting the use of such funds by such third parties, including, records documenting capital expenses, payments made, and documentation of completion of work for which STAR Funds were initiated.

H. Records evidencing required matching funds, if any.

I. Records of compliance with the public purpose and/or goals of the STAR Funds. Goals may include but are not limited to: the creation or retention of jobs with a living wage; an increase in the tax base of the City of Saint Paul; availability of goods/services to a particular in need neighborhood or area; and remove blight and/or encourage development or redevelopment. Grantee shall report to Grantor, using the Reporting Form questions attached hereto as Exhibit M at project completion or when the grant has been repaid.

XIII. MISCELLANEOUS

A. Titles of Articles and Sections. Any titles of the several parts, articles and sections

of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

B. Data Practices Act. Grantee acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Grantee with regard to the performance of its obligations and duties under this Agreement are subject to the requirements of the Minnesota Government Data Practices Act set forth in Minnesota Statutes, Chapter 13.

C. Notice. All notices, demands or writings required to be made or given under this Agreement, unless otherwise provided, shall be sufficiently given or delivered immediately upon (i) personal delivery or (ii) email delivery with read receipt received by the sender; or three (3) days after it is (iii) mailed by United States mail or (iv) deposited cost paid with a nationally recognized, reputable overnight courier. All notices, demands or writings required to be made or given under this Agreement, unless otherwise provided, shall be made to the following addresses, or at such other address as any party may, from time to time, designate in writing and forward to the other parties, as provided above:

If to Grantor: City of Saint Paul Neighborhood STAR Program
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Emailed Notices to: _____

If to Grantee: _____

Emailed Notices to: _____

D. Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the Grantor shall be effective upon action by the City's Director of Planning and Economic Development or the Director's designee and all actions required of or taken by Grantee shall be effective upon action by the Grantee's Representatives. The Grantee's Representative(s) are: **(name)** _____ **(title)** _____. For the purposes of this Agreement, except where explicitly stated otherwise, the actions and omissions of any officials, officers, representatives, employees, agents, attorneys, consultants, and contractors of Grantee shall be deemed to be the actions and omissions of the Grantee.

E. Binding Effects; Consents and Approvals. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. All consents or approvals shall be in writing in order to be effective.

F. Relationship of Parties; Independent Contractor. Nothing in this Agreement is

intended, or shall be construed, to create a partnership or joint venture between the parties hereto. For the purpose of this Agreement, the Grantee shall be deemed to be an independent contractor and not an employee of the Grantor. Any and all employees of the Grantee or other persons while engaged in the performance of any work or services required by the Grantee under this Agreement, shall not be considered employees of the Grantor. Any and all claims by any third party as a consequence of any act or omission on the part of the Grantee, its employees or other persons shall be the obligation of the Grantee. The Grantee shall be responsible for all contractual obligations entered into pursuant to and in the performance of this Agreement. Withholding and payment of federal and state income taxes and FICA, for its employees shall be the responsibility of the Grantee. The Grantee shall pay contributions to the unemployment compensation fund and comply with all other employer requirements in accordance with the Minnesota unemployment compensation laws.

G. Conflicts. No salaried officer or employee of the Grantor and no member of the Council, or Commission, or Board of the Grantor shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders this Agreement void.

H. Mediation. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action. Each party agrees to participate in up to two hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator, then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents of each party having authority to settle the dispute. All costs of the mediation shall be divided equally between the parties. All expenses related to each party's preparation and attendance at the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

I. Enforcement. The Grantee shall reimburse the Grantor for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the Grantor in connection with the enforcement by the Grantor during the term of this Agreement or thereafter of any of the rights or remedies of the Grantor under this Agreement.

J. Entire Agreement. This Agreement reflects the entire agreement of the parties with respect to the Project and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the Project.

K. Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted.

L. Amendment. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

M. Assignment. This Agreement may not be assigned by Grantee without the written consent of Grantor.

N. Governing Law, Jurisdiction and Venue. This Agreement shall be construed for and on behalf of the Grantor, and in furtherance of the public purpose as contained in the Statement of Work (Exhibit A) and the Public Purpose Summary/Job Requirements (Exhibit B) and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to its conflict and choice of law rules. Any litigation arising out of this Agreement, or its breach, shall be venued exclusively in Ramsey County District Court, Second Judicial District, State of Minnesota. Grantee hereby consents to personal jurisdiction and venue in the foregoing court.

O. Provisions Surviving Rescission or Expiration. Except as otherwise expressly provided herein all covenants and agreements related to indemnification, remedies and enforcement, and reports and records made in this Agreement, or in any schedule, exhibit, attachment, certificate, or document delivered in connection with this Agreement, shall survive the expiration, cancellation, or termination of this Agreement.

P. Legal Counsel. The Grantee acknowledges that it has read, understands, and will comply with all terms and conditions contained in the above referenced documents/regulations, and that it has had the opportunity to consult with legal counsel regarding which terms and conditions apply.

Q. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, but all of which when taken together shall constitute one and the same agreement.

R. 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.

XIV. EXHIBITS. The following identified exhibits are incorporated into and made part of this

Agreement (**those which are not required are indicated by “N/A”**):

- Exhibit A - Statement of Work
- Exhibit B - Public Purpose Summary/Job Requirements
- Exhibit C - Conflict of Interest Statement for Organizations
- Exhibit D – Signage Specifications
- Exhibit E - Certificate(s) of Insurance
- Exhibit F - Labor Standards **Choose an item**
- Exhibit G - Vendor Outreach Program **Choose an item**
- Exhibit H - Affirmative Action Contract Specifications **Choose an item**
- Exhibit I - Business Subsidy Agreement **Choose an item**
- Exhibit J - Sustainability Policy **Choose an item**
- Exhibit K - Two (2) Bid Policy **Choose an item**
- Exhibit L - STAR Disbursement Request Form
- Exhibit M – Project Reporting

[Signature Pages and Exhibits Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date of the Effective Dates.

GRANTEE

By: _____
Enter GRANTEE Name Here
Its: Enter GRANTEE Title Here

By: _____
Enter GRANTEE Name here or hit spacebar to clear contents
Its: Enter GRANTEE Title Here or hit spacebar clear contents

GRANTOR

Approved as to STAR requirements:

By: _____
Its: Program Coordinator

By: _____
Its: Mayor / Deputy Mayor

By: _____
Its: Director or Designee, Office of Financial Services

Approved as to form:

By: _____
Its: Director, Planning and Economic Development Department

Assistant City Attorney

By: _____
Its: Director, Human Rights and Equal Economic Opportunity (if \$50,000 or more)

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Exhibit A- Statement of Work

SAMPLE

EXHIBIT B - PUBLIC PURPOSE SUMMARY

Project Name: **Enter Project Title**
 Project Address: **PM to FILL IN**
 City Contact: Add to **PM to FILL IN**

Account #: **Enter Account Code** CIF #: **Enter CIF #**
 Track # 22- **Enter Tracking #**

Today's Date: **PM to FILL IN**

PUBLIC COST ANALYSIS

Program Funding Source:		Cultural STAR Grant			Amount:	\$ Enter Amount	
Interest Rate: <u> </u>		Subsidized Rate:		[] Yes	[] No	[X] N/A (Grant)	
Type:	<input type="checkbox"/> Loan	Risk Rating:	<input type="checkbox"/> Acceptable (5% res)	<input type="checkbox"/> Substandard (10% res)	<input type="checkbox"/> Loss (100% res)		
	<input checked="" type="checkbox"/> Grant		<input type="checkbox"/> Doubtful (50% res)	<input type="checkbox"/> Forgivable (100% res)			
Total Loan Subsidy*:				Total Project Cost:		\$ PM to FILL IN	

* **Total Loan Subsidy:** Present value of the loan over its life, including expected loss of principal and interest rate subsidy.

PUBLIC BENEFIT ANALYSIS

(Mark a 1 for Primary Benefits and a 2 for Secondary Benefits)

I. Community Development Benefits

<input type="checkbox"/>	Remove Blight/Pollution	<input type="checkbox"/>	Improve Health/Safety/Security	<input type="checkbox"/>	Increase/Maintain Tax Base < current tax production: < est'd taxes as built: < net tax change + or -:
<input type="checkbox"/>	Rehab. Vacant Structure	<input type="checkbox"/>	Public Improvements	<input type="checkbox"/>	
<input type="checkbox"/>	Remove Vacant Structure	<input type="checkbox"/>	Goods & Services Availability	<input type="checkbox"/>	
<input type="checkbox"/>	Heritage Preservation	<input type="checkbox"/>	Maintain Tax Base	<input type="checkbox"/>	

II. Economic Development Benefits

<input checked="" type="checkbox"/>	Support Vitality of Industry	<input type="checkbox"/>	Create Local Businesses	<input type="checkbox"/>	Generate Private Investment
<input type="checkbox"/>	Stabilize Market Value	<input type="checkbox"/>	Retain Local Businesses	<input type="checkbox"/>	Support Commercial Activity
<input type="checkbox"/>	Provide Self-Employment Opt's	<input type="checkbox"/>	Encourage Entrep'ship	<input type="checkbox"/>	Incr. Women/Minority Businesses

III. Housing Development Benefits

<input type="checkbox"/>	Increase Home Ownership Stock < # units new construction: < # units conversion:	<input type="checkbox"/>	Address Special Housing Needs	<input type="checkbox"/>	Maintain Housing < # units rental: < # units owner-occ.:
<input type="checkbox"/>		<input type="checkbox"/>	Retain Home Owners in City	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	Affordable Housing	<input type="checkbox"/>	

IV. Job Impacts

Living Wage applies []

Business Subsidy applies []

[] Job Impact	[X] No Job Impact	Year 1	Year 2	Year 3	Year 4	Year 5
#JOBS CREATED (fulltime permanent)						
Average Wage						
#Construction/Temporary						
#JOBS RETAINED (fulltime permanent)						
#JOBS LOST (fulltime permanent)						

FOLLOW-UP FROM LOAN SERVICING PROCESS

Year 1 Follow-Up	Date:
Public Purpose Objectives Met: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Part	
Deficiencies:	

Year 2 Follow-Up	Date:
Public Purpose Objectives Met: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Part <input type="checkbox"/> No Longer Applicable/All Goals Achieved	
Deficiencies:	

Year 3 Follow-Up	Date:
Public Purpose Objectives Met: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Part <input type="checkbox"/> No Longer Applicable/All Goals Achieved	
Deficiencies:	

Year 4 Follow-Up	Date:
Public Purpose Objectives Met: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Part <input type="checkbox"/> No Longer Applicable/All Goals Achieved	
Deficiencies:	

Year 5 Follow-Up	Date:
Public Purpose Objectives Met: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Part <input type="checkbox"/> No Longer Applicable/All Goals Achieved	
Deficiencies:	

FOLLOW-UP ON JOB IMPACTS

[<input checked="" type="checkbox"/>] NO JOB IMPACT	End of Year Follow-Up Information (Actual Results)				
		Year 1	Year 2	Year 3	Year 4
#JOBS CREATED (fulltime permanent)					
Average Wage					
#Construction/Temporary					
#JOBS RETAINED (fulltime permanent)					

EXHIBIT C

**CITY OF SAINT PAUL, MINNESOTA
Sales Tax Revitalization (STAR) Program**

CONFLICT OF INTEREST STATEMENT FOR ORGANIZATIONS

To Whom It May Concern:

Enter Grantee Name (the “**Organization**”) has a conflict-of-interest policy which applies to all of its board members, directors, officers and employees.

On behalf of the board members, directors, officers and employees, the Organization declares that no conflicts of interest currently exist or that any possibilities of conflicts of interest have been disclosed to the City of Saint Paul (“City”) and/or the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“HRA”) in connection with receiving funds through the City and/or HRA. The Organization further declares that any possibility of a conflict of interest which may arise in the future in connection with the Program and/or Project will be disclosed to the City and/or HRA.

A conflict of interest exists or may exist whenever a board member, director, officer, or employee knows or has reason to know that any activity, involvement, interest or relationship, directly or indirectly, in connection with this Program and/or Project, of a person or a person’s spouse or dependent(s) to which that person is a participant, receives or may be perceived as receiving any monetary or other material benefit to that person, person’s spouse or dependent(s).

ORGANIZATION

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT D
Signage Specifications

SAMPLE

|

EXHIBIT E
Certificate(s) of Insurance

SAMPLE

Exhibit F- Labor Standards

SAMPLE

|

Exhibit G- Vendor Outreach Program

SAMPLE

Exhibit H- Affirmative Action Contract Specifications

SAMPLE

|

Exhibit I- Business Subsidy Agreement

SAMPLE

|

Exhibit J- Sustainability Policy

SAMPLE

|

Exhibit K- Two (2) Bid Policy

SAMPLE

|

Exhibit M- Project Reporting

Project report questions will be completed online and must be completed before all funds may be released. Instructions for completing the form will be emailed to you.

SAMPLE