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SUBRECIPIENT GRANT AGREEMENT

Subrecipient:	City of Minneapolis	SG-2011-029
Address:	c/o Anna Flintoft 309 Second Avenue South City of Lakes Building, Room 301 Minneapolis, MN 55401	
Workscope:	Alternative Analysis/Environmental Assessment (AA/EE) of the Nicollet-Central Urban Circulator. The purpose of the AA/EE is to provide the analysis necessary to select a locally preferred alternative for transit improvements in the corridor, and to coordinate transportation, economic development and housing plans for the corridor.	
Effective Date:	Final execution by both parties	
Project Activity Period:	July 1, 2011 through December 31, 2013	
Maximum Federal Grant:	\$900,000	Council Action: Item: Date:
Local Match:	\$300,000	
Federal Grant No.:		
CFDA No.:		

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Metropolitan Council ("Council") and the City of Minneapolis ("Subrecipient") each acting by and through its duly authorized officers.

WHEREAS:

1. The Council, acting in its role as the Twin Cities Metropolitan Planning Organization, is able to receive and dispense federal funds.
2. Consistent with the requirements of 49 U.S.C. Section 5339 and the local processes, the Council submitted an application for federal assistance, which included the Subrecipient project described herein.
3. The Council received \$900,000 in grant funds on behalf of the Subrecipient's request from the U.S. Department of Transportation ("USDOT"), Federal Transportation Administration ("FTA") pursuant to grant number _____.
4. The Subrecipient will authorize \$300,000 in funds as the required local match for the \$900,000 in FTA grant funds.
5. This Agreement is intended to memorialize the terms under which the Subrecipient is to receive the FTA grant funds.

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NOW, THEREFORE, the Council and the Subrecipient agree as follows:

I. WORKSCOPE; APPROVED BUDGET AND MATERIAL REPRESENTATIONS

1.01 Workscope. The Subrecipient agrees to perform and complete the Workscope specified on **Exhibit A** (“FTA Grant Application Information and Approved Budget”) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by the Subrecipient and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved scope of work and the approved budget. Any proposed change in the Workscope must be submitted to the Council’s Project Manager for written approval. A change in the Workscope is not effective until the Subrecipient receives written approval from the Council’s Project Manager.

1.02 Approved Budget. The Subrecipient agrees to complete the Workscope in accordance with the Approved Budget specified on **Exhibit A**. The Approved Budget details the cost associated with each scope of work activity. Any requests for re-budgeting in excess of twenty percent (20%) of the Approved Budget must be approved in writing by the Council’s Project Manager. Re-budgeting of project funds among the existing Approved Budget lines of the scope of work are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the Approved Budget.

1.03 Material Representations. The Subrecipient agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated by reference into this Agreement.

II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant and Matching Funds. The Subrecipient is only authorized to use the grant funds awarded under this Agreement and the Subrecipient’s matching funds for costs directly incurred for the Workscope during the Project Activity Period as specified in Section 6.01, and in accordance with the Approved Budget.

2.02 Eligibility of Costs. All expenses are subject to FTA regulations including:

- **FTA Master Agreement**
([www.fta.dot.gov/documents/TEAM_Master_Agreement_2011_17-Master.pdf - 2010-11-03](http://www.fta.dot.gov/documents/TEAM_Master_Agreement_2011_17-Master.pdf-2010-11-03))
- **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**, 49 CFR Part 18
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html)
- **Grant Management Guidelines**, FTA Circular 5010.1D
http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf)
- **Third Party Contracting Requirements**, FTA Circular 4220.1F,
(http://www.fta.dot.gov/documents/C_4220_1F.pdf)

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The Subrecipient acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

III. AWARD AMOUNT, MATCH AND PAYMENT

3.01 Estimated Project Amount. The total estimated cost of the Workscope is \$1,200,000.00, consisting of the Maximum Federal Grant Amount and the Subrecipient required match as set forth below.

3.02 Maximum Federal Grant Amount. The Council awards to the Subrecipient a grant of up to \$900,000 for the Workscope. In no event will the Council's obligation under this agreement exceed the lesser of the following:

- A. The Maximum Federal Grant Amount; or
- B. 80% of the total Workscope expenditures.

The Council shall bear no responsibility for cost overruns that may be incurred by the Subrecipient in performance of the Workscope.

3.03 Subrecipient Match. The Subrecipient shall provide a local match against the Maximum Federal Grant Amount in the amount of \$300,000 from sources other than federal funds. If the final expenses for the Workscope exceed the Estimated Project Amount, the Subrecipient is responsible for providing the funds to cover the final costs and expenses.

3.04 Reimbursement. Expenses will be reimbursed by the Council for 80% of total invoiced expenditures based on submission of quarterly invoices from the Subrecipient using the form attached hereto as **Exhibit B** ("Subrecipient Invoice Form"). Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Monthly DBE report for each third party contract using the approved form attached hereto as **Exhibit C** ("DBE Progress/Project Report Form").
- C. A signed certification that the Subrecipient is providing the local match for the invoiced expenditures, identifying the source of the local funds.

The Subrecipient shall submit any additional data and/or information requested by the Council to support the Subrecipient's reimbursement request and shall submit any additional data and/or information that may be required by the federal government for reporting to the FTA.

Upon the Council's review and approval of the Subrecipient's reimbursement request, the Council will distribute to the Subrecipient the approved reimbursement amount. The Council may deny part or all of any reimbursement request if it believes that it is not a supportable Workscope expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in section 3.02. The Council may withhold payment if the Subrecipient is not current in its reporting requirements

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under Article V. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Subrecipient noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council that the Subrecipient has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Subrecipient agrees to promptly repay such amounts to the Council.

3.06 Reversion of Unexpended Grant Funds. All funds granted by the Council under this Agreement that have not been expended for Workscope activities taking place during the Project Activity Period shall revert back to the Council.

3.07 Grant Contingent on Federal Funding. The Subrecipient acknowledges and agrees that the Council's payment of funds under this Agreement is contingent on the Council receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of the Council's FTA Grant, or otherwise fails to pay any part of the cost or expense of the Workscope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. The Subrecipient and its contractors and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workscope covered by this Agreement in the event that the FTA does not pay the same and, in all events, agree to hold the Council harmless from those claims and from any claims arising out of this Agreement. In the event the FTA rescinds funding for the FTA Grant, the Council may immediately terminate this Agreement by written notice to the Subrecipient pursuant to Section 6.03.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Workscope Costs. All costs charged to the Workscope, whether paid with grant funds or charged as the Subrecipient's match, must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Workscope Information. The Subrecipient agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: (a) Subrecipient's performance under this Agreement, and (b) to the receipt and expenditure of all grant funds and the Subrecipient's match under this Agreement. These documents shall include the property records required by Article VIII of this Agreement. The Subrecipient shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Workscope information until the latest of:

- A.** Six (6) years following the term of this Agreement; or
- B.** If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Audit. The accounts and records of the Subrecipient relating to the Workscope shall be audited in the same manner as all other accounts and records of the Subrecipient are audited. During the time of maintenance of information under paragraph 4.02, authorized

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representatives of the Council, the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Subrecipient will provide proper facilities for such access and inspection.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Quarterly Milestone Progress Reports. The Subrecipient shall submit quarterly milestone progress reports to the Council. The Council shall provide the Subrecipient with an electronic version of the milestone progress report that the Subrecipient must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both the Council and the Subrecipient must approve each quarterly milestone progress report. The quarterly progress reports are due as follows:

- **January 15 for quarter October 1 - December 31**
- **April 15 for quarter January 1 – March 31**
- **July 15 for quarter April 1 - June 30**
- **October 15 for quarter July 1 – September 30**

5.02 Final Reports. Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, the Subrecipient must submit a final progress report and a final financial status report of expenditures for the full Workscope and containing a final accounting of the grant and matching expenditures. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.

5.03 Content of Reports; Copies. The Subrecipient agrees to report completely and to provide the Council with any additional or follow-up information as may be requested by the Council. The Subrecipient agrees to provide copies of the reports specified in paragraphs 5.01 and 5.02 to organizations and individuals upon request during the term of this Agreement in accordance with the terms of the Minnesota Government Data Practices Act.

5.04 Monthly DBE Reporting Requirements. The Subrecipient shall provide the Council with monthly reports on all DBE activity (see Section 10.05 E) on third party agreements in the form attached hereto as **Exhibit C** and based on the procurement process established for the Subrecipient in the “Federal Procurement Basics” which is attached hereto as **Exhibit D** (“Federal Procurement Basics”).

5.05 Other Monitoring Activities. To assist the Council in monitoring compliance with this Agreement, the Subrecipient agrees to attend Subrecipient meetings as requested by the Council and to permit site visits by Council staff, during business hours, upon reasonable notice. The Subrecipient agrees to submit to the Council a copy of any promotional information regarding the Workscope disseminated by the Subrecipient during the term of this Agreement.

5.06 Changed Conditions. The Subrecipient agrees to notify the Council immediately of any development that has or will have a significant impact on performance of the Workscope, including, but not limited to, any problems, delays or adverse conditions that materially impair the ability to meet the objectives of the Workscope in accordance with the terms of this

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Agreement. The notice shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

5.07 Special Reporting Requirements. The Council is required to report to the FTA regarding the FTA Grant Program activities. Accordingly, the Subrecipient agrees to provide the Council with any additional or follow-up information reasonably requested by the Council, in order to meet the Council's FTA reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. The Subrecipient agrees to complete all Workscope activities during the period from July 1, 2011 to December 31, 2013 ("Project Activity Period"). Except as provided in Section 6.02, grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.

6.02 Term. The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.

6.03 Termination by Council for Convenience. The Council may terminate this Agreement at any time and for any reason by providing Subrecipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination Subrecipient shall be entitled to compensation for Workscope activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

6.04 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate, this Agreement at any time following seven (7) calendar days written notice to the party in breach and upon failure of the party in breach to cure the noncompliance within the seven-day period. A material failure of the Subrecipient to make reasonable progress toward completion of the Workscope without good cause and without providing the notice required by Section 5.06 constitutes a breach. At the Council's option, the Council may withhold payment of invoices during any period in which the Subrecipient is materially non-compliant with this Agreement. If the Council finds that the Subrecipient's noncompliance is willful and unreasonable, the Council may terminate or rescind this Agreement and require the Subrecipient to repay the grant funds in full or in a portion determined by the Council, except that Subrecipient shall not be required to repay grant funds that Council has reviewed, approved and distributed except as provided for in Sections 3.05 and 3.06. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds in accordance with Sections 3.05 and 3.06.

6.05 Effect of Workscope Closeout or Termination. The Subrecipient agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Subrecipient by this Agreement. Project closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover funds on the basis

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of a later audit or other review, and does not alter the Subrecipient's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Agreement are the following:

The Council:

Name: Cole Hiniker
Title: Financial Planning Technician
Mailing Address: 390 North Robert Street, St. Paul, MN 55101
Phone: (651) 602-1748
E-mail: cole.hiniker@metc.state.mn.us

The Subrecipient:

Name: Anna Flintoft
Title: Transportation Planner, Dept. of Public Works
Mailing Address: City of Minneapolis, 309 Second Avenue South, City of Lakes Building, Room 301, Minneapolis MN 55401
Phone: (612) 673-3885
E-mail: anna.flintoft@ci.minneapolis.mn.us

or such other person as may be designated in writing for itself by either party.

7.02 Council's Project Manager. The Council's Project Manager for purposes of administration of this Agreement is the contact person listed for the Council in Section 7.01, or such other person as may be designated in writing by the Council's Regional Administrator. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the Council.

7.03 Subrecipient Project Manager. The Subrecipient's Project Manager for purposes of administration of this Agreement is the contact person listed in Section 7.01, or such other person as may be designated in writing by the Subrecipient. Nothing, however, in this Agreement will be deemed to authorize the Subrecipient's Project Manager to execute amendments to this Agreement on behalf of the Subrecipient.

VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Parts 18.31, 18.32, and 18.33
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html)

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- **Grant Management Guidelines**, FTA Circular 5010.1D
http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Subrecipient, from the Council.

IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

9.02 Assignment Prohibited. The Subrecipient shall not assign, subgrant, sublet, or transfer any Workscope activities without receiving the express written consent of the Council. The Council may condition such consent on compliance by the Subrecipient with terms and conditions specified by the Council.

9.03 Liability. Each party shall be responsible for its own acts and omissions, the acts and omissions of its employees and the results thereof to the extent authorized by law. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, for activities undertaken pursuant to this Agreement.

9.04 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Subrecipient and the Council, nor create third party beneficiary rights against Council or Subrecipient, including, but not limited to, Subrecipient's contractors or subcontractors.

9.05 Indemnification. The Subrecipient assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Workscope by Subrecipient or Subrecipient's employees, agents, or subcontractors.

9.06 Workscope Data. The Subrecipient agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by Subrecipient. The Subrecipient shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this Agreement.

9.07 Nondiscrimination. The Subrecipient agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Subrecipient agrees not to discriminate against any employee, applicant for employment, or participant in this Workscope because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates

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of pay, and other forms of compensation. In undertaking the Workscope activities, the Subrecipient agrees to comply with Minnesota Statutes, Section 363A.12, regarding non-discrimination in the provision of public services.

9.08 Acknowledgment. The Subrecipient shall appropriately acknowledge the grant assistance made by the Council and the FTA under this Agreement in any promotional materials, reports and publications relating to the Workscope.

9.09 Compliance with Law; Obtaining Permits, Licenses, and Authorizations. The Subrecipient agrees to conduct the Workscope in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The Subrecipient is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the Workscope.

9.10 Workers Compensation; Tax Withholding. The Subrecipient represents that it is in compliance with the workers compensation coverage requirements of Minnesota Statutes, Section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, Section 290.92.

9.11 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in the state or federal court with competent jurisdiction in Hennepin County, Minnesota. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

X. GENERAL FEDERAL REQUIREMENTS

10.01 Federal Requirements. The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this article shall prevail. When performing work or expending funds for Project activities, the Subrecipient agrees to comply with all applicable terms and conditions referenced herein. **The Subrecipient acknowledges that federal requirements in this Article X are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.**

10.02 Incorporation of Specific Federal Requirements. Specifically, and without limitation, the Subrecipient agrees to comply with the federal requirements set forth in **Exhibit E** (“Specific Federal Requirements”) and agrees to require, unless specifically exempted, sub-recipients (if authorized) and third party contractors at every tier to comply with the same. Council agrees to advise Subrecipient of any relevant changes to these requirements. These requirements include, but are not limited to, the following:

Debarment and Suspension. The Subrecipient agrees to comply, and assures the compliance of each subrecipient, lessee, or third party contractor at any tier, with Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT regulations, “Government wide Debarment and Suspension

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(Nonprocurement),” 49 C.F.R. Part 29. The Subrecipient agrees to, and assures that its subrecipients, lessees, and third party contractors will review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any third subagreement, lease or third party contract. [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction. *See*, 71 *Fed. Reg.* 62394, October 25, 2006.]

Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this contract. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the COUNCIL immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certification of Restrictions on Lobbying; Disclosure. The provisions of this section apply only if the amount of this contract (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The Subrecipient certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by the Subrecipient in connection with this project is incorporated in, and made a part of, this contract.

The Subrecipient further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the Subrecipient in this Agreement, the Subrecipient shall complete and submit to the Council, Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions.

The Subrecipient certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000.00 under this Agreement, and that all subcontractors shall certify and disclose accordingly to the Subrecipient. All certifications and disclosures shall be forwarded to the Council by the Subrecipient.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by the Subrecipient in connection with this project and

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incorporated in, and made a part of, this contract) are material representations of fact upon which the Council relies when this contract is made

10.03 Federal Certifications and Assurances; Execution and Incorporation. The Subrecipient agrees to comply with and to certify compliance annually with the most current version of the *Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements*, a copy of which is attached hereto as **Exhibit F** and incorporated herein by this reference (“C & A”). The Subrecipient must certify compliance with all applicable provisions by signing the C & A and returning the same to the Council as part of the execution of this Agreement. Also, the Subrecipient must, during the term of this Agreement or the term of any other agreement or subgrant where the Subrecipient has received funds from the FTA, and for the useful life of all assets that have been purchased using federal grant funds: (i) annually execute the most current C & A and return the same to the Council by April 1; and (ii) annually participate in a minimum of six hours of federal compliance training hosted by the Council.

10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. The Subrecipient agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, the Subrecipient agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workscope activities:

- ***FTA Master Agreement***
([www.fta.dot.gov/documents/TEAM_Master_Agreement_2011_17-Master.pdf - 2010-11-03](http://www.fta.dot.gov/documents/TEAM_Master_Agreement_2011_17-Master.pdf-2010-11-03))
- ***Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments***, 49 CFR Part 18
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html)
- ***Grant Management Guidelines***, FTA Circular 5010.1D
http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf)
- ***Third Party Contracting Requirements***, FTA Circular 4220.1F,
(http://www.fta.dot.gov/documents/C_4220_1F.pdf)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the Subrecipient, from the Council.

10.05 Compliance with Federal Procurement Requirements. Subrecipient will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this Agreement. A copy of this document is available at the FTA internet website, www.fta.gov/indicated or, upon request by the Subrecipient, from the Council. The “Federal Procurement Basics” is attached hereto as **Exhibit D** to provide the Subrecipient process for procurements under this Agreement.

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- A. Certification of Subrecipient's Procurement System.** Subrecipient certifies that its procurement system complies with the standards described in the previous paragraph.
- B. Council Approval of Contracts.** The Subrecipient shall not execute any third party contract over \$50,000 until it has first received written approval from the Council's Project Manager.
- C. Subrecipient Contract Initiation Memo.** Subrecipient shall use the Contract Initiation Memo attached hereto as **Exhibit G** ("Subrecipient Contract Initiation Memo") for all procurements of \$50,000 or more. It is understood, that no procurement shall be split in order to fall beneath this threshold.
- D. Inclusion of Provisions in Lower Tier Contracts.** The Subrecipient agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement.
- E. Disadvantaged Business Enterprise Requirements.** For all work performed under this Agreement, Subrecipient will comply with the Council's Disadvantaged Business Enterprise (DBE) Program. In particular, Subrecipient agrees to comply with the requirements of the Council's "Disadvantaged Business Enterprise (DBE) Program" document which is attached to and incorporated into this Agreement as **Exhibit H** ("Disadvantage Business Enterprise (DBE) Program").

On a monthly basis, the subrecipient will submit a report that includes all DBE activity on their third party agreements. Subrecipient invoices will not be reimbursed until this report is submitted.

10.06 No Federal Obligation. This grant is financed by federal funds. However, payments to the Subrecipient will be made by the Council. The United States is not a party to this Agreement and no reference in this Agreement to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. The Subrecipient shall include this clause in any contracts or agreements under this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

CITY OF MINNEAPOLIS

By: _____
Steven Kotke
Director of Public Works

Countersigned: _____
Finance Officer Designee

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

METROPOLITAN COUNCIL

Date _____

By _____
Patrick P. Born

Its Regional Administrator _____

Date _____

Approved as to form:

Metropolitan Council
Office of General Counsel

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LIST OF EXHIBITS

Exhibit	Description
A	FTA Grant Application Information/Approved Budget
B	Subrecipient Invoice Form
C	DBE Progress/Project Report Form
D	Federal Procurement Basics
E	Specific Federal Requirements
F	Certifications and Assurances
G	Subrecipient Contract Initiation Memo
H	Disadvantaged Business Enterprise (DBE) Program