

ATTACHMNT A

ARP / Title 49 U.S.C. Section 5307 Funding
Metropolitan Council Subrecipient Grant Agreement

SUBRECIPIENT: City of Maple Grove		SG-2022-007
PROJECT: American Rescue Plan Act of 2021 (ARP) - Section 5307 Operating Assistance Project is a research project: No Project costs include indirect costs: No Indirect Cost Rate over de minimis rate of 10%: N/A		
PROJECT COST: \$1,679,435	FEDERAL GRANT: \$1,679,435	
LOCAL MATCH: N/A 100% federal	SUBRECIPIENT DUNS: 074210568	
PROJECT ACTIVITY PERIOD: January 20, 2020 to December 31, 2023		
FEDERAL AWARDING AGENCY: U.S. DOT, Federal Transit Administration		
FEDERAL AWARD DESCRIPTION: FY 2021 ARP/Section 5307 funding will be used for transit operations at 100% federal share		
FEDERAL AWARD NAME: ARP/Section 5307 Funding for Operating Assistance		
DATE OF FEDERAL AWARD: July 16, 2021	FAIN No: MN-2021-030	
CFDA NAME: 5307 - Urbanized Area Formula Grants (ARP)	CFDA No: 20507	
COUNCIL ACTION: April 13, 2022 (Business Item No. 2022-72)		
PROJECT MANAGERS: Michael Hochhalter, Senior Project Administrator Metropolitan Transportation Services 390 Robert Street North, Saint Paul, MN 55101 651-602-1961 / michael.hochhalter@metc.state.mn.us Mike Opatz, Transit Administrator City of Maple Grove 12800 Arbor Lakes Parkway, Maple Grove, MN 55369 763-494-6005 / mopatz@maplegrovern.com		

(updated/rev. April 2022)

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (“Council”) and the entity or organization identified above as the “Subrecipient.” The Council and the Subrecipient are individually a “Party” and collectively “the Parties.”

RECITALS

1. The Council is the Metropolitan Planning Organization for the Minneapolis-Saint Paul metropolitan area and receives and disburses federal funds to eligible subrecipients.
2. Consistent with the requirement of the American Rescue Plan Act of 2021 (“ARP”), title 49 U.S.C. section 5307, and local processes, the Council applied for federal assistance, which included the “Project” identified on Page 1 of this Agreement for which the Subrecipient submitted a funding application to the Council.
3. The Council received grant funds from the Federal Transit Administration (“FTA”) including funding for the Subrecipient’s Project and will make FTA grant funding available to the Subrecipient for its Project subject to the terms and conditions of this Agreement.
4. This Agreement establishes the terms and conditions under which the Subrecipient will receive and expend the FTA grant funding.

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

I. DEFINITIONS

1.01 Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Approved Budget.** “Approved Budget” means the Project budget contained in the attachment to this Agreement (“Attachment”) that details the costs associated with each Workscope Activity, including a separate line item for indirect costs. The Attachment is incorporated into and is part of this Agreement.
- (b) **Grant Funds.** “Grant Funds” means the federal ARP/Section 5307 grant funding received by the Council and made available to the Subrecipient under this Agreement for reimbursement of FTA-eligible Workscope Activities.
- (c) **Project.** “Project” means the Subrecipient’s “Project” identified on Page 1 for which the Subrecipient was awarded Grant Funds. A summary of the Project (with Workscope Activities and Approved Budget) is contained in the Attachment.
- (d) **Project Activity Period.** “Project Activity Period” means the time period identified on Page 1 within which eligible Workscope Activities must be completed. The Project Activity Period may have commenced before the Effective Date of this Agreement.
- (e) **Project Costs.** “Project Costs” means the cost of performing and completing Workscope Activities that are eligible for reimbursement under this Agreement. Project Costs may change (increase or decrease) during the Term of this Agreement if approved changes in the scope of the Project, the Workscope Activities, or the Approved Budget occur because of changed circumstances.
- (f) **Workscope Activities.** “Workscope Activities” means the Project activities specified in the Attachment for which the Subrecipient was awarded Grant Funds.

II. PROJECT; APPROVED BUDGET; AND MATERIAL REPRESENTATIONS

2.01 Project. The Subrecipient will perform and complete the Workslope Activities in a satisfactory and proper manner and in accordance with the schedule and the terms and conditions of this Agreement. All Project activities must be consistent with the approved Workslope Activities and the Approved Budget. Any proposed change in the Project must be submitted to the Council's Project Manager for written approval. A change in the Project is not effective until the Subrecipient receives written approval from the Council's Project Manager.

2.02 Approved Budget; Budget Variances. The Subrecipient will complete the Project in accordance with the Approved Budget. The Subrecipient may reallocate up to 20 percent of the Grant Funds among the Approved Budget lines of the Workslope Activities without prior approval by the Council's Project Manager, provided: (1) Grant Funds may be used only for Project activities for which the Subrecipient was awarded Grant Funds; (2) the reallocation does not materially change the scope or nature of the Project; and (3) the Subrecipient informs the Council's Project Manager about the reallocation of Grant Funds. The Council's Project Manager may administratively approve budget reallocation requests that exceed 20 percent of the Approved Budget but only if the reallocation does not materially change the scope and nature of the Project. Notwithstanding the aggregate or net effect of any reallocations, the Council's obligation to disburse Grant Funds shall not exceed the Federal Grant amount identified on Page 1.

2.03 Material Representations; Application. All representations in the Subrecipient's application for Grant Funds are material representations of fact upon which the Council relied in awarding the Grant Funds. The Subrecipient's application is incorporated by reference into this Agreement.

III. AUTHORIZED USE OF GRANT FUNDS; ELIGIBLE COSTS

3.01 Authorized Use of Grant Funds. The Subrecipient must use Grant Funds only for costs that are: (1) FTA-eligible expenses; (2) in accordance with the Approved Budget; and (3) directly incurred for the Project during the Project Activity Period.

3.02 Eligible Costs. Costs incurred by the Subrecipient before the Project Activity Period and costs incurred by the Subrecipient after the Project Activity Period are not eligible for reimbursement. All expenses are subject to FTA regulations and guidance including the applicable provisions of the following:

- (a) U.S. DOT, *FTA Master Agreement*, FTA MA (29) (Feb. 7, 2022)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>
- (b) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [OMB Guidance]*, 2 C.F.R. Part 200 (e-CFR current as of March 5, 2022)
https://www.ecfr.gov/cgi-bin/text-idx?SID=da28842c50905b2160cb5f51f2b7582d&mc=true&node=pt2.1.200&rgn=div5#se2.1.200_1459

- (c) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* [U.S. DOT], 2 C.F.R. Part 1201 (e-CFR current as of March 15, 2022)
<https://www.ecfr.gov/cgi-bin/text-idx?SID=a4d77dcb804366a8b8895c70280c51f2&mc=true&node=pt2.1.1201&rgn=div5>
- (d) *Award Management Requirements*, FTA Circular 5010.1E (Rev. 2 July 16, 2018)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/fta-circulars/58051/5010-1e-circular-award-management-requirements-7-16-18.pdf>
- (e) *Third Party Contracting Guidance*, FTA Circular 4220.1F (Rev. 4 Mar. 18, 2013)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

The federal requirements in this section and throughout this Agreement are subject to change. The most recent of these federal requirements shall govern this Agreements at any particular time.

IV. AWARD AMOUNT AND REIMBURSEMENT

4.01 Maximum Grant Amount. The Federal Grant amount is the maximum amount of funding the Council will make available to the Subrecipient for the Project. The Council’s obligation under this Agreement will not exceed the lesser of: the Federal Grant amount identified on Page 1; or the actual Project Costs incurred during the Project Activity Period.

4.02 Reimbursements. The Council will disburse Grant Funds to the Subrecipient on a reimbursement basis.

- (a) **Quarterly Invoices.** The Subrecipient will submit reasonably detailed quarterly invoices, the form and content of which invoices will be determined by the Council [see Section 10.12]. The invoices must contain the following: (1) copies of all receipts for all non-reoccurring expenses paid during the invoice period; and (2) as applicable, for each third-party contract, a monthly Disadvantaged Business Enterprise (“DBE”) report [see Section 10.12] using a Council-approved report form.
- (b) **Additional Information.** In addition to the quarterly invoices and required supporting documentation, the Subrecipient will submit any additional data or information requested by the Council: (1) to support the Subrecipient’s reimbursement request; and (2) that may be required by the Federal Government for reporting to the FTA.
- (c) **Disbursements.** Upon the Council’s review and approval of a Subrecipient invoice, the Council will disburse to the Subrecipient the approved reimbursement amount. The Council may deny part or all of any reimbursement request if the Council determines the request is not supportable or requests reimbursement for ineligible Project expenses. No reimbursement will be made which would cause the Council to disburse Grant Funds exceeding the Federal Grant amount. The Council may withhold payment if the Subrecipient is not current in its reporting requirements under Article VI. Disbursement of any Grant Funds or approval of any report shall not be construed as a waiver by the Council of any Subrecipient noncompliance with this Agreement.

4.03 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.

4.04 Reversion of Unexpended Grant Funds. All Grant Funds made available to the Subrecipient or disbursed to the Subrecipient by the Council under this Agreement that have not been expended for eligible Workslope Activities that were undertaken during the Project Activity Period shall revert back to the Council. The Subrecipient will promptly remit to the Council all Grant Funds not expended for eligible Workslope Activities.

4.05 Grant Contingent on Federal Funding. The Subrecipient acknowledges and agrees that the Council's payment of Grant Funds is contingent on the Council receiving grant funding from the FTA. If, for any reason, the FTA reduces the amount of its funding to the Council, or otherwise disallows any Council reimbursements for Project costs or expenses, only outstanding incurred eligible costs will be eligible for reimbursement. The Subrecipient will: (1) pay any and all lawful claims arising out of or incidental to the performance of the Project if the FTA reduces the amount of its funding, does not provide federal funding, or disallows reimbursement payments; and (2) indemnify and hold the Council harmless from those claims and from any claims arising out of this Agreement arising from these circumstances. If the FTA rescinds or reduces its funding to the Council, the Council may immediately terminate this Agreement by written notice to the Subrecipient pursuant to Section 7.03.

V. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

5.01 Documentation of Project Costs. All Project Costs charged to the Project 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.

5.02 Establishment and Maintenance of Project Information. The Subrecipient will establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to the Subrecipient's performance under this Agreement and the receipt and expenditure of all Grant Funds. These documents shall include the property records required by Article IX. The Subrecipient will establish and maintain all such information in accordance with generally accepted accounting principles and practices and will retain intact all Project information until the latest of: six years following the Term of this Agreement; or if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims, or audits have been resolved and final action taken.

5.03 Audits. The accounts and records of the Subrecipient relating to the Project will be audited in the same manner as all other accounts and records of the Subrecipient are audited. During the records maintenance period specified in Section 5.02, authorized representatives of the Council, the Legislative Auditor, and/or State Auditor (as required by 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 books, records, documents, accounting practices and procedures, and other information for inspection, audit, and copying during normal business hours. These access rights include timely and reasonable access to the Subrecipient's personnel for the purposes of interviews and discussion related to books, records, documents,

accounting practices and procedures, and other information relating to the Project. The access will be provided without cost or charge to the auditing entities and the auditing entities' designated representatives and agents. The Subrecipient will provide proper facilities for such access and inspection.

5.04 Collection, Transmission, and Storage of Information. Whenever practicable, the Subrecipient should collect, transmit, and store Project-related information in open and machine-readable formats rather than in closed formats, or on paper in accordance with applicable statutory requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system.

VI. REPORTING AND MONITORING REQUIREMENTS

6.01 Quarterly Federal Financial Reports and Milestone Progress Reports. The Subrecipient shall submit quarterly Federal Financial Reports (“FFRs”) and Milestone Progress Reports (“MPRs”) to the Council. The Council will provide the Subrecipient with an electronic version of the FFR and MPR that the Subrecipient must complete and submit [see Section 10.12]. Each MPR must include both a detailed summary of the completed Workscape Activities and a report on the Workscape Activities schedule. The FFR and the MPR will provide a current, complete, and accurate account of Workscape Activities and Project expenditures. Quarterly reports are due on:

January 15 (for the quarter October 1 through December 31);

April 15 (for the quarter January 1 through March 31);

July 15 (for the quarter April 1 through June 30); and

October 15 (for the quarter July 1 through September 30).

6.02 Final Reports. Upon completion of the Project and not later than 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 Project, the form and contents of which reports will be determined by the Council [see Section 10.12]. The final progress report must contain a final accounting of the expenditure of Grant Funds and an inventory of property (if any) and equipment (if any) acquired with Grant Funds during performance of the Project as required by Article IX.

6.03 Content of Reports; Copies. The Subrecipient will report completely and will provide the Council with any additional or follow-up information as may be requested by the Council. The Subrecipient will provide copies of the reports specified in Sections 6.01 and 6.02 to organizations and individuals upon request during the Term of this Agreement in accordance with the terms of the Minnesota Government Data Practices Act.

6.04 Monthly DBE Reporting Requirements. The Subrecipient will provide the Council with monthly reports on all Disadvantaged Business Enterprise (“DBE”) activity on third party agreements, the form and content of which reports will be determined by the Council [see Section 10.12] based on the procurement process established for the Subrecipient in the “Federal Procurement Basics” [see Section 10.12].

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

6.06 Changed Conditions. The Subrecipient will notify the Council immediately of any development that has or will significantly affect the performance of the Project including, but not limited to, any problems, delays, or adverse conditions that materially impair the Subrecipient's ability to perform the Workscope Activities or meet the Project objectives and schedule in accordance with the terms of this Agreement. The notice must include a statement of the action(s) taken or contemplated by the Subrecipient to address the changed circumstances and any assistance needed to resolve the situation.

VII. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

7.01 Project Activity Period. The Subrecipient must complete all Workscope Activities during the Project Activity Period. 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.

7.02 Term. The term of this Agreement ("Term") extends from the date this Agreement is executed by the Council ("Effective Date") to a date 60 calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to Workscope Activities occurring during the Project Activity Period still exist 60 calendar days following the end of the Project Activity Period, the Term of this Agreement (but not the Project Activity Period) will automatically extend for an additional 90 calendar days to resolve any and all outstanding claims.

7.03 Termination by Council for Convenience. The Council may terminate this Agreement at any time and for any reason by providing the Subrecipient written notice of such termination at least 30 calendar days prior to the effective date of the termination. Upon termination the Subrecipient will be entitled to compensation for eligible Workscope Activities expenses which were incurred prior to the effective date of the termination, but not exceeding the limits in Sections 3.01 and 3.02.

7.04 Termination for Noncompliance. If either Party breaches this Agreement by materially failing to comply with the terms and conditions of this Agreement, the other Party may terminate this Agreement at any time following seven 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 Project without good cause and without providing the notice required by Section 6.06 constitutes a breach. At the Council's option, the Council may withhold payment of invoices during any period in which the Subrecipient fails to materially comply 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 the Subrecipient shall not be required to repay Grant Funds that the Council has reviewed, approved, and disbursed except as provided for in Sections 4.04 and 4.05. Nothing in this section shall limit the Council's legal remedies to recover Grant Funds in accordance with Sections 4.04 and 4.05.

7.05 Effect of Project Closeout or Termination. Project 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: (1) the Council's authority to disallow costs and recover Grant Funds on the basis of a later audit or other review; or (2) the Subrecipient's obligation to promptly return any Grant Funds due to the Council as a result of later refunds, correction, or other transactions.

VIII. PROJECT MANAGERS

8.01 Project Managers. The "Project Managers" identified on Page 1, or such other persons as may be designated in writing, are the Parties' respective Project Managers for the purposes of administering this Agreement and for providing and receiving notices, reports, and invoices. The Council's Project Manager is authorized to give approvals required under this Agreement. Nothing in this Agreement authorizes the Project Managers to execute amendments to this Agreement.

IX. GRANT PROPERTY AND EQUIPMENT; INSURANCE

9.01 Property. The title, acquisition, use, management, and disposition of all property (if any) 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:

- (a) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [OMB_Guidance]*, 2 C.F.R. Part 200 (e-CFR current as of March 15, 2022)
https://www.ecfr.gov/cgi-bin/text-idx?SID=da28842c50905b2160cb5f51f2b7582d&mc=true&node=pt2.1.200&rgn=div5#se2.1.200_1459
- (b) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [U.S. DOT]*, 2 C.F.R. Part 1201 (e-CFR current as of March 15, 2022)
<https://www.ecfr.gov/cgi-bin/text-idx?SID=a4d77dcb804366a8b8895c70280c51f2&mc=true&node=pt2.1.1201&rgn=div5>
- (c) *Award Management Requirements*, FTA Circular 5010.1E (Rev. 2 July 16, 2018)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/fta-circulars/58051/5010-1e-circular-award-management-requirements-7-16-18.pdf>

9.02 Equipment. Records for equipment (if any) acquired with Grant Funds must be retained for a minimum of three years after final disposition.

9.03 Insurance. The Subrecipient must have and maintain insurance adequate in scope and nature to provide coverage for property and equipment (if any) acquired or improved with Grant Funds.

X. GENERAL CONDITIONS

10.01 Amendments. This Agreement may be amended or modified only by mutual agreement of the Parties. Any amendments or modifications will be effective only upon the execution of written amendments signed by the Council's and the Subrecipient's authorized representatives.

10.02 Assignment Prohibited. Except as provided in the Subrecipient's application, the Workslope Activities, and Approved Budget, the Subrecipient may not assign, subgrant, sublet, or transfer any Workslope Activities without receiving the prior express written consent of the Council. The Council may condition such consent on the Subrecipient's compliance with terms and conditions specified by the Council.

10.03 Liability. Each Party will be responsible for its own acts and omissions, the acts and omissions of its employees and agents and the results thereof to the extent authorized by law. The Parties do not 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.

10.04 Relationship of the Parties. Nothing in this Agreement creates or establishes the relationship of co-partners or a joint venture between the Subrecipient and the Council, nor creates any third-party beneficiary rights against the Council or the Subrecipient, including, but not limited to, any Subrecipient contractors or subcontractors.

10.05 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 Project by the Subrecipient or the Subrecipient's employees, agents, or subcontractors.

10.06 Project Data. The results of the Project, the reports submitted, and any new information or technology that is developed with Grant Funds are in the public domain and may not be copyrighted or patented by the Subrecipient. The FTA has a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project data for federal purposes, and to authorize others to do so. The Subrecipient will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this Agreement. As required by Minnesota Statutes, section 13.05, subdivision 6, if the Council provides "data on individuals" to the Subrecipient, the Subrecipient will administer those data consistent with Chapter 13 and will maintain the data according to the statutory provisions applicable to those data.

10.07 Nondiscrimination. The Subrecipient will comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Subrecipient will not to discriminate against any employee, applicant for employment, or participant in this Project 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 will take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. In undertaking the Workslope Activities, the Subrecipient agrees to comply with Minnesota Statutes, section 363A.12, regarding non-discrimination in the provision of public services.

10.08 Acknowledgments. The Subrecipient will appropriately acknowledge the Grant Funds made available to the Subrecipient by the Council and the FTA in any promotional materials, reports, and publications relating to the Project.

10.09 Compliance with Law; Permits, Licenses, and Authorizations. The Subrecipient will conduct the Project 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 Project.

10.10 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 Agreement, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

10.11 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.

10.12 Attachment and Forms. The Attachment, containing a summary of the Project with the Workslope Activities and Approved Budget, is incorporated into and is part of this Agreement. Upon request from the Subrecipient, electronic versions of the following forms and documents (cross-referenced by section numbers in this Agreement) will be available from the Council's Project Manager:

- Subrecipient quarterly invoice form [Section 4.02(a)]
- Monthly DBE Progress/Project Report form [Section 4.02(a)]
- Federal Financial Reports and Milestone Progress Reports [Section 6.01]
- Final progress report and a final financial status report of expenditures [Section 6.02]
- Disadvantaged Business Enterprise DBE Program [Sections 6.04 and 11.05(e)]
- Federal Procurement Basics [Sections 6.04 and 11.05]
- Standard Form LLL, Disclosure Form to Report Lobbying [Section 11.02(c)(2)]
- Federal Annual List of Certifications and Assurances [Section 11.03]
- Subrecipient Contract Initiation Memo [Section 11.05(c)]

10.13 Execution in Counterpart; Electronic Signatures. This Agreement may be executed in counterpart. Electronic signatures of the Parties' duly authorized signatories, by facsimile or email/Portable Document Format (PDF) transmission, shall be valid as an original signature of the authorized signatories and shall be effective to bind the Parties under this Agreement.

10.14 Conflicts of Interest. The FTA requires the Council and its subrecipients to establish and maintain written standards of conduct covering conflicts of interest.

- (a) ***Written Standards of Conduct.*** The Subrecipient will establish and maintain written standards of conduct covering conflicts of interest that apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or

potential employment interest in the selection, award, or administration of a third-party contract or subcontract: (1) the Subrecipient's officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement; (2) the immediate family members or partners of those listed in clause (1) of this paragraph (a); and (3) an entity or organization that employs or is about to employ any person that has a relationship with the Subrecipient listed in clauses (1) and (2) of this paragraph (a).

- (b) ***Prohibitions.*** The standards of conduct must prohibit those individuals listed above in paragraph (a) from: (1) engaging in any activities involving the Subrecipient's present or potential third-party contractor(s) or subcontractor(s) at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest; and (2) accepting a gratuity, favor, or anything of monetary value from a present or potential third-party contractor or subcontractor, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value.
- (c) ***Penalties and Sanctions.*** The standards of conduct must establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in paragraph (a) and the Subrecipient's third-party contractor(s) or subcontractor(s).
- (d) ***Notification of Conflicts.*** If the Subrecipient learns of facts or circumstances which could give rise to a conflict of interest during the Term of this Agreement, the Subrecipient will immediately notify the Council's Project Manager in writing. The notice must include a full disclosure and the Subrecipient's proposal for avoiding, mitigating, or neutralizing the conflict. The Council retains the right to take other appropriate action to eliminate the conflict of interest and the Subrecipient will cooperate as reasonably requested by the Council. The Council may terminate this Agreement under Sections 7.03 or 7.04 if the Council determines: (1) a conflict of interest cannot be adequately avoided, neutralized, or mitigated; or (2) the Subrecipient was aware of any conflict of interest described in this section prior to award and execution of this Agreement and failed to disclose it.

XI. GENERAL FEDERAL REQUIREMENTS

11.01 Federal Requirements. The provisions in this Article XI are required because this Agreement is funded in whole or in part with FTA grant funding. The requirements in this article 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 that provision, the requirement in this article shall prevail. When performing Workslope Activities or expending funds for Workslope Activities, the Subrecipient agrees to comply with all applicable terms and conditions referenced herein. The Subrecipient acknowledges that federal requirements in this article are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time. For the purposes of this article, "Federal Government" means the United States of America and any of its executive departments or agencies, including the FTA.

11.02 Incorporations of Specific Federal Requirements. Specifically, and without limitation, the Subrecipient agrees to comply with the federal requirements set forth in this section ("Specific Federal Requirements") and agrees to require, unless specifically exempted, subrecipients (if

authorized) and third-party contractors at every tier to comply with the same. The Council agrees to advise the Subrecipient of any relevant changes to these requirements. These requirements include, but are not limited to, the following:

- (a) ***Debarment and Suspension.*** The Subrecipient agrees to comply, and assures the compliance of each subrecipient, lessee, or third-party contractor at any tier, with federal non-procurement debarment and suspension regulations (2 C.F.R. Parts 180 and 1200) implementing Executive Orders Nos. 12549 and 12689, and 31 U.S.C. § 6101 note. The Subrecipient agrees to, and assures that its subrecipients, lessees, and third-party contractors will review the U.S. General Services Administration “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” at <https://www.sam.gov>, before entering into any subagreement, lease or third-party contract.
- (b) ***Integrity Certification.*** By signing this Agreement, the Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. This certification is a material representation of fact upon which the Council relies in entering this Agreement. 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.
- (c) ***Certification of Restrictions on Lobbying; Disclosure.*** The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to or exceeds \$100,000.
 - (1) 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 Agreement.
 - (2) 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,” [see Section 10.12] in accordance with its instructions.

- (3) 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.
 - (4) The certifications referred to in this section (including the “Lobbying Restriction Certification” submitted by the Subrecipient in connection with this Project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which the Council relies when this Agreement is made.
- (d) ***Notification to FTA and Council; Flow Down Requirement.*** The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement of any disagreement involving the Grant Funds and this Agreement including, but not limited to, a default, breach, major dispute, or litigation. The FTA has reserved the right to concur in any settlement or compromise. If a current or prospective legal matter that may affect the FTA or any executive departments or agencies of the Federal Government emerges, the Subrecipient must promptly notify the Council and the FTA Chief Counsel and FTA Regional Counsel for Region 5 (located at: Region 5 Office, Federal Transit Administration, 200 West Adams Street, Suite 320, Chicago, Illinois 60606). The Subrecipient must include an equivalent provision in its subrecipient (if authorized) or third-party contracts at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 (“OMB Guidelines on Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”) and 1200.220 (U.S. DOT “Nonprocurement Suspension and Debarment”).
- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Grant Funds, this Agreement (and any amendments to this Agreement), or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 - (3) The Subrecipient must promptly notify the Council and the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 5, if the Subrecipient has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from the FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the Subrecipient and the FTA or between the Council and the Subrecipient, or an agreement involving a principal, officer, employee, agent of the Subrecipient or a subrecipient or third-party contractor of the Subrecipient at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal

indictment, or any other credible information in the possession of the Subrecipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions or units of the Subrecipient, including divisions tasked with law enforcement or investigatory functions.

- (4) The Federal Government has retained the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Agreement.

11.03 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 [see Section 10.12], which is 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: (1) annually execute the most current C&A and return the same to the Council by April 1; and (2) annually participate in federal compliance training hosted by the Council.

11.04 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:

- (a) U.S. DOT, *FTA Master Agreement*, FTA MA (29) (Feb. 7, 2022)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>
- (b) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [OMB_Guidance]*, 2 C.F.R. Part 200 (e-CFR current as of March 15, 2022)
https://www.ecfr.gov/cgi-bin/text-idx?SID=da28842c50905b2160cb5f51f2b7582d&mc=true&node=pt2.1.200&rgn=div5#se2.1.200_1459
- (c) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [U.S. DOT]*, 2 C.F.R. Part 1201 (e-CFR current as of March 15, 2022)
<https://www.ecfr.gov/cgi-bin/text-idx?SID=a4d77dcb804366a8b8895c70280c51f2&mc=true&node=pt2.1.1201&rgn=div5>
- (d) *Award Management Requirements*, FTA Circular 5010.1E (Rev. 2 July 16, 2018)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/fta-circulars/58051/5010-1e-circular-award-management-requirements-7-16-18.pdf>
- (e) *Third Party Contracting Guidance*, FTA Circular 4220.1F (Rev. 4 Mar. 18, 2013)
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.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.

11.05 Compliance with Federal Procurement Requirements. The 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](#), or, upon request by the Subrecipient, from the Council. The “Federal Procurement Basics” [see Section 10.12] will provide the Subrecipient process for procurements under this Agreement.

- (a) ***Certification of Subrecipient’s Procurement System.*** The Subrecipient certified 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 or otherwise enter into a binding agreement until it has first received written approval from the Council’s Project Manager.
- (c) ***Subrecipient Contract Initiation Memo.*** The Subrecipient will use the Contract Initiation Memo (“Subrecipient Contract Initiation Memo”) [see Section 10.12] for all procurements of \$50,000 or more. The Subrecipient will not split or artificially divide any procurement in order to reduce the value of the procurement and avoid competitive process requirements or to fall beneath this \$50,000 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 Grant Funds, including all applicable provisions of this Agreement.
- (e) ***Disadvantaged Business Enterprise Requirements.*** For all Workscope Activities performed under this Agreement, the Subrecipient will comply with the Council’s Disadvantaged Business Enterprise (DBE) Program. In particular, the Subrecipient will comply with the requirements of the Council’s “Disadvantaged Business Enterprise (DBE) Program” document [see Section 10.12] which is incorporated into this Agreement.

11.06 Telecommunications and Video Surveillance Services or Equipment Prohibition. The Subrecipient is prohibited from obligating or expending Grant Funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Under Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

11.07 No Federal Obligation. This Agreement 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, U.S. DOT, 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective on the date the Council’s authorized representative signs this Agreement (“Effective Date”).

SUBRECIPIENT

By: _____ and (as needed): By: _____
signature *signature*

Name: _____ Name: _____
printed *printed*

Title: _____ Title: _____

Date: _____ Date: _____

METROPOLITAN COUNCIL

By: _____
Regional Administrator

Date: _____

ARP / Title 49 U.S.C. Section 5307 Funding
Metropolitan Council Subrecipient Grant Agreement

ATTACHMENT

This Attachment comprises this page and the attached pages which contain: (1) the approved Workslope Activities for which the Subrecipient was awarded Grant Funds; and (2) the Approved Budget for the Project.

MGT Proposed ARP Funds		
<u>MPS MY RIDE 2019 Contract</u>		
Oct-20	\$	62,843.02
Nov-20	\$	56,628.04
Dec-20	\$	62,329.36
2021 total	\$	<u>899,448.17</u>
Total	\$	1,081,248.59
<u>MT Express 2019 Contract</u>		
Aug 21 - Dec. 21	\$	545,715.00
	\$	1,081,248.59
	\$	<u>545,715.00</u>
Total Eligible	\$	1,626,963.59