

## **ACTION TRANSMITTAL 2013-37**

**DATE:** September 5, 2013  
**TO:** Transportation Advisory Board  
**FROM:** Technical Advisory Committee  
**PREPARED BY:** Katie White, Planner, 651-602-1716  
**SUBJECT:** 2013 TDM Solicitation  
**REQUESTED ACTION:** Metropolitan Transportation Services requests authorization to release a 2013 TDM Solicitation for \$1.2 M in CMAQ funds.  
**RECOMMENDED MOTION:** Recommend that TAB Authorize a 2013 TDM Solicitation and Recommend Adoption to the Metropolitan Council

### **BACKGROUND AND PURPOSE OF ACTION:**

In the 2009 Regional Solicitation, TAB set-aside \$7 million in CMAQ funds for Travel Demand Management (TDM) activities in FFY 2013-2014. The funding was meant to support both the baseline TDM activities of the TMOs and Metro Transit, and also to fund new innovative TDM activities. Based upon an analysis completed by Council staff it appeared that \$5.8 M would be needed for the baseline TMO and Metro Transit activities in calendar years 2013 and 2014, and that \$1.2 M would be available for a solicitation for new TDM projects.

However, upon the passage of MAP-21 in June 2012 and a preliminary analysis of the available funds, it appeared that the 2013-2014 CMAQ funds were potentially over-programmed. Met Council's Metropolitan Transportation Services (MTS) staff then requested that TAB distribute the 2013-2014 CMAQ funds only to fund baseline TDM activities and that the TDM solicitation for new projects be deferred until future funding was available. The TAB passed an Action Item on December 19, 2012 suspending the TDM solicitation.

Since that action, it has become evident that sufficient CMAQ funding is available in 2013-2014 for both the TDM baseline activities and to proceed with a solicitation for new TDM projects for \$1.2 million. It is proposed that the solicitation be released in the fall of 2013 and funds made available for selected projects beginning in 2014.

The proposed solicitation and selection criteria are attached. The minimum federal award for this solicitation is \$25,000, with a maximum of \$300,000. Selection criteria include: (1) project clarity and readiness; (2) integration and coordination; (3) innovation; (4) effect on congestion mitigation; and (5) effect on emissions reduction.

### **RELATIONSHIP TO REGIONAL POLICY:**

TDM activities are consistent with Strategy 3d of the Transportation Policy Plan (TPP).

**STAFF ANALYSIS:**

Staff recommends releasing a 2013 TDM solicitation for \$1.2 million.

## ROUTING

<b>TO</b>	<b>ACTION REQUESTED</b>	<b>DATE COMPLETED</b>
TAC Funding & Programming Committee	Review & Recommend	August 15, 2013
Technical Advisory Committee	Review & Recommend	September 4, 2013
Transportation Advisory Board	Review & Recommend	
Metropolitan Council Transportation Committee	Review & Recommend	
Metropolitan Council	Approval	

**2013 APPLICATION  
FOR  
FEDERAL TRANSPORTATION PROJECT  
FUNDING**

**Under the Following Program:  
Congestion Mitigation Air Quality [CMAQ]**

**MINNEAPOLIS-ST. PAUL METROPOLITAN AREA, MINNESOTA**



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# INTRODUCTION

## I. FEDERAL PROGRAM OVERVIEW

In 2005, the **Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users** (SAFETEA-LU) was passed. Included within the legislation is the Congestion Mitigation Air Quality (CMAQ) program. Updated legislation was signed into law in July 2012, known as **Moving Ahead for Progress in the 21<sup>st</sup> Century** (MAP-21). Final guidance from the United States Department of Transportation (USDOT) is forthcoming and local units of government have been instructed to use SAFETEA-LU guidance in the interim, which can be found throughout this document, and [here](#). Should MAP-21 guidance be released with an effective date that covers these activities, that guidance will take precedence.

The CMAQ program supports two important goals of the USDOT: improving air quality and relieving congestion. Strategic plans for the USDOT and Federal Highway Administration (FHWA) both include performance measures specifically focused on reducing air pollution from transportation facilities. The CMAQ program provides funding for a broad array of tools to accomplish these goals.

The FHWA has a website portal for information related to CMAQ programming. The FHWA website can be found [here](#).

The FHWA recommends that States and Metropolitan Planning Organizations (MPOs) such as the Metropolitan Council develop their transportation/air quality programs using complementary measures that provide alternatives to single-occupant vehicle (SOV) travel while improving traffic flow through operational strategies and balancing supply and demand through pricing, parking management, regulatory, or other means. The focus of CMAQ funds is to reduce peak hour, SOV trips.

## II. LOCAL OVERVIEW

The Metropolitan Council participates in Transportation Demand Management (TDM) activities through awarding funds to improve transit use, non-motorized travel, and non-SOV travel. The Transportation Advisory Board (TAB) has traditionally funded Transportation Management Organizations (TMOs) with \$5.5 million in CMAQ funds to address this aim. CMAQ funds for the continued operation of TMOs are authorized by the TAB and administered through Metro Transit.

The TAB recently increased the amount of CMAQ funding available to \$7 million (the cap on non-TDM project solicitations), with the direction that the remainder of funds be allocated toward a solicitation

### **Notice of Federal Grant Requirements**

All proposed projects will be subject to a Federal Transit Administration review for eligibility prior to final selection by the Metropolitan Council. Potential applicants should review the FTA's regulations at [http://www.fta.dot.gov/laws/leg\\_reg\\_808.html](http://www.fta.dot.gov/laws/leg_reg_808.html) and required Certifications and Assurances at [http://www.fta.dot.gov/funding/grants\\_financing\\_93.html](http://www.fta.dot.gov/funding/grants_financing_93.html) prior to applying. Selected recipients will be required to comply with all applicable FTA regulations and agree to applicable Certifications and Assurances in order to be eligible for a grant award.

for ‘innovative’ projects in TDM. The 2010 TDM Evaluation Study also recommended such a solicitation.

Following the passage of MAP-21 and the reallocation of funds across the nation and Minnesota, it was determined that sufficient funds exist for a \$1.2 million solicitation to be held at this time.

### **III. REGIONAL SOLICITATION PROCESS**

#### **1. FUNDING ANNOUNCEMENT**

The announcement of funding availability is published in the State Register, posted on the Metropolitan Council website’s homepage, and released via email to a list of existing and past TDM recipients, and interested persons on file with the Metropolitan Council.

#### **2. LOCAL SHARE AND LOCAL FUNDING REQUIREMENTS**

The minimum required local match is 20% for all project costs. Examples of eligible local matches include tax revenues, State or local appropriations, private donations, and contract revenue. Non-DOT Federal funds are also eligible as local match. Applications should include a statement or resolution guaranteeing the availability of the 20% match.

#### **3. PROJECT SELECTION CRITERIA**

Metropolitan Council staff will determine project eligibility during the selection process, subject to review by the U.S. Department of Transportation (USDOT). All projects must be consistent with the [Transportation Policy Plan](#) and [Regional Development Framework](#). The project selection criteria will consist of the follow areas of focus:

1. Project Clarity and Readiness (10% of total) – Completeness and understandability of the application and project. Project could be executed in 2015.
2. Integration and Coordination (10% of total) – Project demonstrates coordination and integration with other regional resources, plans, initiatives, or infrastructure.
3. Innovation (20% of total) – Project is new to the region or a specific geographic area; project consists of an expanded scope; or has incorporated significant modifications to an existing program.
4. Effect on Congestion Mitigation (30% of total) – Project has a focus of and an effect on congestion in the peak period in an area or corridor.
5. Effect on Emissions Reductions (30% of total) – Project has a focus of and an effect on emissions reduction in an area or corridor.

#### **4. PROJECT SELECTION RECOMMENDATION COMMITTEE**

A selection recommendation committee will be formed to score the project applications and make a recommendation to the Metropolitan Council. The committee will be made up of at least the following representatives (subject to availability):

- One staff from MnDOT
- One Metropolitan Council staff member
- One Metro Transit staff member
- Two at-large members to bring the total to a minimum of five

Metropolitan Council staff will oversee the ranking process and provide the necessary information to the committee members.

The selection recommendation committee will assemble a list of projects for approval by the TAB, who will subsequently approve the list of projects. The list of recommended projects may include contingency projects, which would be eligible to receive funding if a selected project is cancelled or additional funding is available.

#### **5. AVAILABLE FUNDING FOR SOLICITATION**

A total of \$1.2 million in federal funds are available. Projects are not guaranteed future funding as a part of this solicitation. **If successful, selected and ongoing projects should be prepared to identify and secure funding from other sources beside these or in addition to these funding programs depending on project type and level of success.**

#### **6. TECHNICAL ASSISTANCE**

Applicants requiring technical assistance should contact Katie White, the Metropolitan Council's TDM programs administrator:

Katie White  
Planner  
Metropolitan Council  
390 North Robert St.  
St. Paul, MN 55101  
(651) 602-1716  
[katie.white@metc.state.mn.us](mailto:katie.white@metc.state.mn.us)



## **IV. GENERAL POLICIES**

### **1. APPLICATION LIMIT**

Agencies and organizations are allowed to submit as many applications for funding as desired. Submit one application for each project.

### **2. APPLICATION SUBMITTAL MATERIALS**

All applications must include the requested documentation or the application will be considered incomplete and disqualified (after the submittal deadline date). An application checklist is included within the application package to help ensure the completeness of the application and coordinate the arrangement of the application packet and the required materials. Materials must be submitted in compliance with the Americans with Disabilities Act (ADA).

### **3. APPLICATION AMOUNTS**

Each application submitted must be for a federal dollar amount between \$25,000 and \$300,000.

### **4. ELIGIBLE SUBRECIPIENTS**

All projects must be located within the seven-county metropolitan region of Minneapolis-St. Paul, including the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.

TDM funds are available to local government agencies, tribal governments, and non-profit organizations.

See 'TDM-Specific information' in Section V below.

### **5. FEDERAL FUNDS MATCH REQUIREMENTS**

Federal funding for any selected project will not exceed 80%.

No grant will be officially awarded (i.e., funding agreement signed) until the local match requirements are met and identified by the applicant. Failure to do so in a timely manner may result in the reallocation of funds to another project.

### **6. PUBLIC PRIVATE PARTNERSHIPS**

The below language is taken from the 2008 CMAQ guidance. For more information, visit the 2008 CMAQ guidance from the USDOT [here](#).

*Partnerships should have a legally-binding written agreement in place between the public agency and the private or non-profit entity before a CMAQ-funded project may be implemented. These agreements should be developed under relevant Federal and State law and should specify the intended use for CMAQ funding; the roles and responsibilities of the participating entities; and how the disposition of land, facilities, and equipment*

*will be carried out should the original terms of the agreement be altered (e.g., due to insolvency, change in ownership, or other changes in the structure of the PPP).*

*Public funds should not be invested where a strong public benefit cannot be demonstrated. Consequently, CMAQ funds should be devoted to PPPs that benefit the general public by clearly reducing emissions, not for financing marginal projects. Consistent with the planning and project selection provisions of the Federal-aid highway program, the FHWA considers it essential that all interested parties have full, open, and timely access to the project selection process.*

## 7. GRANT ACTIVITY PERIOD

Selected projects will only be eligible for reimbursement of expenses made during the designated federal grant period. The federal grant period does not start until funds are awarded from the FHWA, through either pre-award authority or a federal grant award. The grant activity period for this solicitation will begin October 1, 2014 (FFY 2015). This grant activity period is subject to change so the utmost flexibility is encouraged among program applicants. **Applicants must be aware of a potential lag time in processing reimbursement payments.**

## 8. APPLICATION TIMELINE

DATE	PHASE
<b>September 26, 2013</b>	<ul style="list-style-type: none"> <li>▪ Request For Proposals Released, Available on Met Council website</li> </ul>
<b>October 2013</b>	<ul style="list-style-type: none"> <li>▪ Application Information Sessions</li> </ul>
<b>Location</b>	<b>Date and Time</b>
<b>East Metro</b>	Metropolitan Council – LLA 390 North Robert St. Saint Paul, MN 55101 (651) 602-1000
<b>West Metro</b>	Metro Transit – Chambers 570 6th Avenue N. Minneapolis, MN 55411 (612) 349-7400
<p><b>October 8, 2013</b> <b>9:00 AM – 10:00 AM</b></p>	
<p><b>October 9, 2013</b> <b>9:00 AM – 10:00 AM</b></p>	
<p>Potential applicants are encouraged to attend the information sessions to get on the mailing list for future events and FAQ updates. If you are unable to attend, please contact the programs administrator for details about these resources.</p>	
<b>November 8 2013, 4:00 PM</b>	<ul style="list-style-type: none"> <li>▪ Applications due to Met. Council office</li> </ul>
<b>November 20 2013, 4:00 PM</b>	<ul style="list-style-type: none"> <li>▪ Unqualified Project Petition Submittal Deadline</li> </ul>

<b>November 22, 2013</b>	▪ List of Qualified Projects Notification
<b>December 9-13, 2013</b>	▪ Application Scoring Process
<b>January 6, 2014 4:00 PM</b>	▪ Application Scores Public Release
<b>January 24, 2014, 4:00 PM</b>	▪ Project Score Petition Submittal Deadline
<b>February 3, 2014</b>	▪ Final List of Projects

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## **9. PROJECT RANKING PETITION PROCESS**

Project qualification and scoring will each be eligible for a separate appeal process as outlined in the Application Timeline (section G). The appeal process will adhere to the following guidelines:

- A request for an appeal must be submitted in writing to the programs administrator through U.S. Mail, fax, email, or direct delivery to the Metropolitan Council office. Disqualified project applicants will be notified of their project status within a week after the project application due date. The request should state the specific reason or reasons for the petition including:
  - Response to any disqualification based on the qualifying criteria
  - Explanation of which scores specifically are being challenged and why the applicant believes the scores warrant a review (e.g., a misinterpretation of data or a failure to consider information included in the application)
- An appeal does not allow applicants to submit additional information, nor does it extend the project deadline if minimal qualifications are not met. All materials must be submitted by the project application deadline.
- Appeals are intended to provide an opportunity to clarify the original outcome of the qualifying and scoring processes. Applicants must state their petitions and provide an explanation to the programs administrator, who will work directly with the selection recommendation committee. The programs administrator and Metropolitan Council staff will review the methodology and math of the selection recommendation committee and facilitate the response to each petition.
- Applicants are not allowed to petition the status or scores of a project they do not officially represent.
- The decision to change a project's score will be at the discretion of the selection committee and the programs administrator. The result of the appeal process is considered final and no additional appeals will be allowed.

## **10. PROGRAMMING REQUIREMENTS**

The Metropolitan Council will program approved funds into the appropriate Metropolitan Council. The Transportation Improvement Program (TIP) does not need to be modified for these designated funds.

## **11. GRANT AWARD REQUIREMENTS**

Approved applicants will be required to enter into a contractual agreement with either the Metropolitan Council or Metro Transit and should be prepared to meet all requirements, including the FTA's certifications and assurances (see shaded box above). An example of the contractual agreement for the TDM program is included in Appendix A. Additional subrecipient grant requirements are listed in Appendix B. For more information on these requirements, contact the program administrator.

Funding recipients could be subject to random audits by the Federal Highway Administration and the Metropolitan Council.

## **12. REGIONAL TRANSPORTATION POLICY COMPLIANCE**

Projects must comply with the policies set forth in the Met Council's 2030 Transportation Policy Plan. Specific attention should be paid to Chapters 2-7, 9, and 11 and Appendix G.

## **13. CIVIL RIGHTS REQUIREMENTS**

The federal government has numerous statutes in place (Title VI, Title IX, ADA) to ensure that programs or activities with federal funding or a federal interest are not distributed discriminatorily on the basis of race, national origin, class, or disability. Applicants should consider the distribution of these various populations throughout the metropolitan area when preparing project applications. The Metropolitan Council reserves the right to give preference to applications targeting minority groups. The maps in Appendix D are intended to provide potential applicants with a general idea of the distribution of minority, low-income, and other population groups in the metropolitan area. Those unfamiliar with Civil Rights and Civil Rights compliance should contact the Metropolitan Council programs administrator for more information.

## **14. CONFIDENTIALITY NOTICE**

All application materials will become public property as soon as they are submitted to the Metropolitan Council for formal review. Applicants should use caution when including confidential information with their application materials.

## **15. ADDITIONAL FEDERAL GUIDANCE**

Further information can be found in the Office of Management and Budget (OMB) circulars [A87](#) (cost principles for state, local, and Indian tribal governments) and [A122](#) (cost principles for non-profit organizations).

## V. TDM-Specific Information

### 1. PROJECT TYPES

Projects must be eligible for funding under the federal CMAQ guidance.

Applicants must show that the project will reduce carbon monoxide (CO) emissions and congestion within the seven-county Twin Cities carbon monoxide maintenance area. The project must either be physically located within this area or show the air quality benefits provided will be overwhelmingly within the carbon monoxide maintenance area.

Projects must be consistent with the Metropolitan Council's Development Framework and Transportation Policy Plan.

### 2. INNOVATION

The primary purpose of this solicitation is to fund new, innovative projects that have undocumented potential to reduce emissions and/or congestion in the peak period in the Twin Cities metropolitan area. Existing projects may qualify if they demonstrate a modification, expansion, scope change, geography expansion, or other outcome that is substantially different from the original program.

Routine operating costs for existing activities are not eligible for this solicitation.

### 3. APPLICANT ELIGIBILITY

Eligible applicants include local, regional, and state government entities within the seven-county region; this includes all counties, cities and townships, state agencies, the Metropolitan Council, Metro Transit, non-profit organizations, and Indian tribal governments. For-profit enterprises must enter into a Public Private Partnership agreement, as described in section IV, part 9 on page 6 of this document.

Applicants who have previously received TDM funding, including TMOs, are eligible to apply.

Ongoing expenses incurred by TMOs or other entities are not eligible for funding.

### 4. INELIGIBLE PROJECTS

From the 2008 FHWA CMAQ guidance:

- *Light-duty vehicle scrappage programs.*
- *Projects that add new capacity for SOVs are ineligible for CMAQ funding unless construction is limited to high-occupancy vehicle (HOV) lanes. This HOV lane eligibility includes the full range of HOV facility uses authorized under 23 U.S.C §166, such as high-occupancy toll (HOT) and low-emission vehicles.*
- *Routine maintenance and rehabilitation projects (e.g., replacement-in-kind of track or other equipment, reconstruction of bridges, stations, and other facilities, and repaving or repairing roads) are ineligible for CMAQ funding as they only maintain existing levels of highway and transit service, and therefore do not reduce emissions. Other funding sources, such as STP and FTA's Section 5307 program, are available for such activities.*

- *Administrative costs of the CMAQ program may not be defrayed with program funds, e.g., support for a State's "CMAQ Project Management Office" is not eligible.*
- *Projects that do not meet the specific eligibility requirements of titles 23 and 49 U.S.C. are ineligible for CMAQ funds.*
- *Stand-alone projects to purchase fuel. One exception is listed in Section VII.D.3*

## **5. TIME PERIOD OF THE GRANT**

Funds are expected to be available by October 1, 2014. There is no deadline for all funds to be spent. However, a responsible recipient will work to implement a project quickly.

## **6. PROJECT EVALUATION**

Awarded projects must participate in pre- and post-implementation evaluation activities using Metro Transit's VMT tool.

## VI. TDM APPLICATION CHECKLIST

The following information must be included in the final TDM application packet to be considered complete. Incomplete applications will be disqualified after the application deadline has passed. All materials must be submitted on 8 ½ x 11 inch paper and bounded with a paper clip or black binder clip **and** in electronic format on a CD or USB drive. Failure to provide either will disqualify project from consideration. If you submit oversized pages in your application, you **MUST** submit 10 copies/sets of the oversized pages.

ALL PROJECT APPLICATIONS MUST BE **RECEIVED** AT THE  
METROPOLITAN COUNCIL OFFICE BY **NOVEMBER 8, 2013,**  
**AT 4:00 PM.**

- Completed Project Application Form (Attachment C)
- Written Responses to the Qualifying Criteria
- Written Project Narrative
- Completed Project Budget and Milestone Forms (Form 2)
- Commitment Letters and/or Letters of Support from Coordinating Agencies

Depending on the type of project, applicants may be instructed to provide maps and graphics detailing proposed projects. Any additional information should be included as part of the project narrative.

### 1. TDM QUALIFYING CRITERIA

The applicant must show that the project meets all the following criteria to qualify for evaluation. Answer each criterion in numbered sequence. **Failure to respond to any of the qualifying criteria will result in a recommendation to disqualify the project.**

- The project must be within the metropolitan region of Minneapolis-St. Paul that includes the seven counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington. Projects may be limited to a more specific geographic area.
- The project applicant must be a local government agency, federal funding-eligible non-profit agency, public and private provider of public transportation, or tribal government, or be paired with by such an entity (as described in section V part 3 above). Existing Transportation Management Organizations (TMOs) already meet this requirement.
- The project's minimum total cost, including local match, must meet or exceed \$25,000. The maximum federal allocation for any project proposal will be \$300,000.
- The applicant is responsible for the local (non-federal) share. Include a statement or resolution guaranteeing that the project applicant has sufficient local funds secured for the 20% remainder. If the applicant expects any other agency or company to provide part of the local match, the applicant must include a letter or resolution from the other agency or company

agreeing to participate financially in the application. If the non-federal share is provided in part by a company, ensure compliance with section IV part 6 above.

## PROJECT SCORING NARRATIVE

The project narrative should provide a thorough explanation of the project being proposed in this application. The questions listed under each category are meant to guide you in writing your project narrative. The descriptive boxes are also meant to help you understand each criterion. Applicants are encouraged to provide data, maps, and spreadsheets to better explain the project and how it will benefit the region. Sources for data must be cited or risk receiving a reduced score during the scoring process. Examples of potential data sources included the Minnesota Department of Employment and Economic Development (DEED), U.S. Census 2000, and U.S. Census Estimates.

The applicant must respond to each category in a numbered sequence. Failure to respond to the questions will significantly hinder the chances of project approval.

THE PROJECT SCORING NARRATIVE SHOULD BE **NO MORE** THAN 10 PAGES, **INCLUDING** ANY DATA SUMMARIES, TABLES, MAPS, AND OTHER IMAGES. LETTERS OF SUPPORT ARE NOT INCLUDED IN THE 10 PAGE LIMIT.

### 1. PROJECT CLARITY AND READINESS

**10 Points**

1. What are the main components of the project?
2. What are the objectives of the project?
3. Where does this project fit within your agency's goals and objectives?

A clearly defined project and clear objectives are essential to the project recommendation committee. While this category is only a portion of the overall application score, it is invaluable to the recommendation committee in understanding each project application. The project description and purpose should directly relate to the purpose of the appropriate funding program.

### 2. INTEGRATION AND COORDINATION

**10 Points**

1. What existing resources are being used in this project?
2. What plans, programs, or initiatives does this project relate to?
3. What existing infrastructure is being capitalized on in this project?
4. Relate the project to the Council's Development Framework and/or the Transportation Policy Plan.

### 3. INNOVATION

**20 Points**

1. Has this project been implemented before?
2. If yes, what changes have been made to the project to make it unique now?
3. Is this project new to a particular geographic area?
4. What about this project is new or unique?



#### 4. EFFECT ON CONGESTION MITIGATION

**30 Points**

1. Describe the congestion and congested facilities in your geographic area and how this project will address or alleviate those issues.
2. For highway corridor congestion, refer to page 77 of the Transportation Policy Plan, figure 6-16. For non-highway corridors or other geographic areas, describe or show the project target corridor or area.
3. Identify the reduction in peak hour traffic in narrative or formula form.
4. Calculate your VMT reduction using the following formula. Show your work.

**VMT reduced = Number of one-way commute trips reduced \* 12.1**

(nb: 12.1 is the regional average commute trip length in miles as determined by the 2011 Travel Behavior Inventory, conducted by Metropolitan Transportation Services)

**EXCEPTION: You may use a number other than 12.1 if you know the commute length of your targeted market area.**

VMT is a recognized measure of progress in evaluating the effectiveness of CMAQ programming, as described in the Final Program Guidance provided by the USDOT.

#### 5. EFFECT ON EMISSIONS REDUCTIONS

**30 POINTS**

1. Using the VMT number derived in #4 above, calculate Carbon Monoxide (CO), Particulate Matter (PM<sub>2.5</sub>), and Nitrogen Oxide (NO<sub>x</sub>). Show your work.

**CO reduced = VMT reduced \* .857157**

(nb: .857157 is the EPA estimate for auto emission per mile)

**PM<sub>2.5</sub> reduced = VMT reduced \* .000192**

(nb: .000192 is the EPA estimate for auto emission per mile)

**NO<sub>x</sub> reduced = VMT reduced \* .056438**

(nb: .056138 is the EPA estimate for auto emission per mile)

2. Describe the emission conditions in your geographic area (or region-wide) and how this project will address or alleviate those issues. (For example: Is your project located in a CO 'hotspot'?)

**SUB RECIPIENT AGREEMENT**

Subrecipient:	SG-XXXX-XX	
Address:		
Workscope:		
Effective Date:	Final Execution by all parties.	
Project Activity Period:		
CMAQ Funds 80%	\$	Council Action
Local Match 20%:	\$	Item Number: <b>XXXX-XXX</b>
		Date:

**AGREEMENT**

**THIS AGREEMENT** is made by and between the **Metropolitan Council** (“Council”) and the \_\_\_\_\_ a political subdivision of the State of Minnesota, (“Sub recipient”) each acting by and through its duly authorized officers.

**RECITALS**

1. The Council, acting in its role as the Twin Cities Metropolitan Planning Organization, submitted an application to the USDOT Federal Transit administration (“FTA”) for federal grant funds under the Congestion Mitigation Air Quality (“CMAQ”) Program. The CMAQ Program, jointly administered by the FHWA and the FTA, was created under the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, continued under the Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The purpose of the CMAQ Program is to fund transportation projects or programs that will contribute to attainment or maintenance of the national air quality standards for ozone, carbon monoxide and particulate matter.
2. The Council desires to pass through CMAQ funds to the Sub recipient in order for the Sub recipient to evaluate, prepare and implement programs \_\_\_\_\_

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and other good and valuable consideration, the parties hereto agree as follows:

**AGREEMENT**

**1. SUB RECIPIENT WORKSCOPE; APPROVED BUDGET AND MATERIAL REPRESENTATIONS**

**1.01 Workscope.** The Subrecipient agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (“Workscope”) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by the Sub recipient and a proposed schedule for the completion of the Workscope. All Workscope activities must be

consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work must be submitted to the Council's Project Manager for written approval. A change in the scope of work is not effective until the Sub recipient 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 request for re-budgeting in excess of twenty percent (20%) of the Approved Budget must be in writing and approved in writing by the Council's Project Manager. Re-budgeting of project funds among the existing Approved Budget lines of the Workscope are allowable without prior approval if the amount of the project funds to be transferred is less than twenty percent (20%) of the Approved Budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.

**1.03 Material Representations.** The Sub recipient agrees that all representations contained in its application for grant assistance are material representations of the fact upon which the Council relied in awarding this grant and are incorporated 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 for costs directly incurred for the performance of 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 (<http://ftateamweb.fta.dot.gov/static/Agreements/2010-16-MASTER.pdf>)
- 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](http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/03_DOTComRul_49CFR18.html))
- Grant Management Guidelines, FTA Circular 5010.1D ([http://fta.dot.gov/documents/c\\_5010\\_1D\\_finalpub.pdf](http://fta.dot.gov/documents/c_5010_1D_finalpub.pdf))
- Third Party Contracting Requirements Circular, 4220.1F - [http://www.fta.dot.gov/documents/FTA\\_Circular\\_4220.1F\\_Finalpub1.pdf](http://www.fta.dot.gov/documents/FTA_Circular_4220.1F_Finalpub1.pdf)

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. GRANT AMOUNT, MATCH AND PAYMENT

**3.01 Estimated Project Amount.** The total estimated cost of the Workscope is \$-\_\_\_\_\_ consisting of the Maximum Federal grant Amount and the Subrecipient's required match.

**3.02 Maximum Federal Grant Amount.** The Council awards to the Subrecipient a grant of up to \$\_\_\_\_\_ for Workscope activities during the Project Activity Period. 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. The sum total the vanpool and car pool costs plus 80% of the remaining Workscope expenditures.

The Council shall bear no responsibility for cost overruns that might be incurred by the Subrecipients in the performance of the Workscope. The Subrecipient has an obligation under this agreement to share in the costs of the project by providing local match from sources other than FTA funds, i.e. not less than \$\_\_\_\_\_ during the Project Activity Period. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. If the final expenses or the Workscope are less than the Estimated Project Amount, then the local match shall be reduced to eighty percent (80%) of the final Workscope amount. If the final expenses for the Workscope exceed the Estimated Project Amount, the Subrecipient is responsible for providing the funds to cover the final expenses.

**3.04 Reimbursement.** Expenses will be reimbursed by the Council based on submission of an invoice from the Subrecipient using the form attached hereto as Exhibit B. Invoices should be submitted on the approved form with the following attachments:

- A. Copies of all expenses paid during the period covered by the invoice (with notes as to reason for each expenditure )
- B. Monthly DBE report for each third party contract using the approved form attached hereto as Exhibit C.

The Subrecipient shall submit and additional data/or information requested by the Council to support the Subrecipient's reimbursement request and shall submit and 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 or the Subrecipient's reimbursement request, the Council will distribute to the Subrecipient the approve reimbursement request 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 Article III. The Council may withhold payment if the Subrecipient is not current in its reporting requirements under Article V. Distribution of any funds or approval of report is not to be construed as a Council waiver of 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 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 costs or expenses of the Workscope in this agreement, the Subrecipient agrees to pay those costs and expenses. 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. Notwithstanding any other provisions of this Agreement, in the event that the FTA rescinds funding for the FTA Grant, the Council may immediately terminate this Agreement by written notice to the Subrecipient.

#### 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, 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 parties relating to this Agreement 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 representatives of the Council, the Legislative Auditor and/or State Auditor in accordance with the 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 purposes of inspection, audit, and copying during normal business hours. The parties 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<sup>th</sup> for quarter October 1<sup>st</sup> through December 31<sup>st</sup>
- April 15<sup>th</sup> for quarter January 1<sup>st</sup> through March 31<sup>st</sup>
- July 15<sup>th</sup> for quarter April 1<sup>st</sup> through June 30<sup>th</sup>
- September 15<sup>th</sup> for quarter July 1<sup>st</sup> through September 30<sup>th</sup>

**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 final financial status report of expenditures for the full Workscope and containing a final accounting of the grand 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 complete 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 as required by the Minnesota Governmental 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) 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.

**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 change in conditions, law, ordinance or regulation, or any other event that may affect the Subrecipient's ability to perform the Workscope in accordance with the terms of this Agreement.

**5.07 Special reporting requirements.** The Council is required to report to the FTA regarding Workscope 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 Project Activity Period identified on Page 1. 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 through \_\_\_\_\_.

**6.03 Termination by Council for Convenience.** If the Council finds that there has been a failure to comply with the provisions of this Agreement, the Council may terminate the Agreement at any time following seven (7) calendar days written notice within the seven-day period. Noncompliance includes failure to make reasonable progress toward the completion of the Workscope. At the Council's option, the Council may cease payment of invoices during any period in which the Subrecipient is not in compliance 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. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds.

**6.04 Effect of Workscope Closeout or Termination.** The Subrecipient agrees that the Workscope closeout or termination of this agreement does not invalidate continuing obligation 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 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:
- Title:
- Mailing Address:
- Phone:
- E-mail:

The Subrecipient:

- Name:
- Title:
- Mailing Address:
- Phone:
- E-mail:

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

**7.02 Council Project Manager.** For the purposes of administration of this Agreement, the contact person listed in paragraph 7.01, or other such person as may be designated in writing by the Council's Regional Administrator shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize the Council's Project Manager to execute amendments to this agreement on behalf of the Council.

**7.03 Subrecipient Project Manager.** For the purposes of administration of this Agreement, the contact person listed in paragraph 7.01, or such other person as may be designated in writing by the Subrecipient, shall be the Project Manager. The Subrecipient Project Manager shall coordinate Workscope activity with the Council Project Manager and complete the project manager training provided by the Council to ensure compliance with all federal requirements.

## 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 provision 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 ([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- FTA Circular 5010.1C ([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_4114.html](http://www.fta.dot.gov/laws/circulars/leg_reg_4114.html))

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites 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 written consent of the Council. Such changes shall be effective only upon the execution of written amendments signed by the Council.

**9.02 Assignment Prohibited.** The Subrecipient shall not assign, sub grant or transfer any Workscope activities without 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 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, damage, expenses, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Subrecipient or Subrecipient's employees, agents, or subcontractors.

**9.04 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.

**9.05 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 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 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 if applicable.



**9.06 Acknowledgement.** The Subrecipient shall properly 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.

**9.07 Compliance with Law: Obtaining Permits, Licenses, and Authorizations.**

The Subrecipient agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. The Subrecipient is responsible for obtaining and complying with all federal or state permits, licenses and, and authorizations necessary for performing the Workscope.

**9.08 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 States, section 290.92.

**9.09 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 Ramsey 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.

**9.10 Incorporation of Exhibits.** All exhibits attached to this Agreement will be deemed incorporated into this Agreement.

## **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 a 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 and agrees to require, unless specifically exempted, sub-recipients (if authorized) and third party contractors at every tier to comply with the same. 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. § note, and U.S.DOT, regulations, "Government wide Debarment and Suspension (Non procurement)," 49 C>F>R. Part 29. The Subrecipient agrees to, and assures that its Subrecipient's, lessees, and third party contractors will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered non procurement 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 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 amendments hereto) is equal to, or exceeds \$100,000.

The Subrecipient certifies that no federal appropriated funds have been paid or will be paid 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 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 \$1000,000 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.

This certification referred to in this section (including "Lobbying Restriction Certification" submitted by the Subrecipient in connection with this project and incorporated in, and made 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 (C & A); Execution and Incorporation.**

The Subrecipient agrees to comply with and to certify compliance with the current Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("C & A") attached hereto and incorporated herein as **Exhibit F**. The Subrecipient must certify compliance with the applicable provisions by signing the appropriate certification(s) as part of the execution of this Agreement. During the term of this agreement, the Subrecipient shall annually execute the most current C & A document and provide the same to 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.gov/library/legal/agree.htm](http://www.fta.gov/library/legal/agree.htm))
- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR, Part 18([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- Grant Management Guidelines, FTA Circular 5010.1D ([http://fta.dot.gov/documents/c\\_5010\\_1D\\_finalpub.pdf](http://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.

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

- 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 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.** Subrecipient’s shall use the Contract Initiation Memo attached hereto as **Exhibit G** 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 grant 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**. 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 Obligations.** 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.

**Appendix A**

**Sample Subrecipient Agreement**

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

**SUB RECIPIENT**

By: \_\_\_\_\_  
name  
organization

Dated: \_\_\_\_\_

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_  
Regional Administrator

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Metropolitan Council  
Office of the General Council

Dated: \_\_\_\_\_

**APPROVED BY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**LIST OF EXHIBITS**

Exhibit	Description
A	Workscope – Grant Application Information
B	Subrecipient Invoice Form
C	DBE Reporting Form
D	Federal Procurement Basics
E	Specific Federal Requirements
F	Certifications and Assurances
G	Subrecipient Contract Initiation Memo
H	Disadvantaged Business Enterprise (DBE) Program

**Exhibit A**  
**FTA Grant Application Information**

Grant funds will be used to assist with preparation, implementation and evaluation of a TDM plan and program that will establish the Subrecipient as a TMO within the community, promote its service and create on-going relationships.

- The work of the Subrecipient shall be directed by and consistent with the TMO Management Plan. The Management Plan shall be a detailed work plan which includes:
  - A. Goals set for each TDM mode including but not limited to carpooling, vanpooling, bus or rail, teleworking, biking and flex hours; using strategies including but not limited to outreach to employers/organizations and commuter with a focus on SOV trip reduction or conversion of a SOV trip to a non-SOV trip;
  - B. A description of the program objectives and how they meet the Council objectives (Policy Plan) and CMAQ objectives;
  - C. A description of work tasks to achieve goals;
  - D. Work products;
  - E. A timetable for completion of work tasks; and
  - F. Completion of a marketing plan in approved format where appropriate.
- All data that identifies participating employers/organizations, their primary contacts, employee commuter requests for TDM services and identification of those using alternatives will be recorded monthly in a Metro Transit approved format. Information pertaining to sales calls (meetings, telephone calls, promotions etc.) with specific employers, organizations will be kept up to date by the third business day of the following month in which the activity occurred. This data will be made available to the Council's Project Manager upon request for the purposes of tracking and reporting Regional Outreach Activity.
- Data that cannot be recorded in a Metro Transit approved format will be submitted in a narrative format on a quarterly basis. This includes community based events, regular informational mailing and other types of communications with commuters, employers, vendors and other entities related to TDM.
- The Subrecipient shall coordinate communications with employers, organizations, commuters, vendors and other agencies with Metro Transit and the other TMOs.
- The Subrecipient shall actively participate in regional promotions developed by Metro Transit marketing staff including, but not limited to: Commuter Challenge, Commuter Choice Awards, Guaranteed Ride Home, Online Ridematching, Metropass, Go-To College Pass etc. To retain the regional focus of these efforts, the Subrecipient shall not alter or manipulate any campaign images, support materials or operations associated with these promotions without explicit consent from the Council's Project Manager.

### Subrecipient Requirements and Monitoring

#### **Definition of Subrecipient from FTA Master Agreement:**

Subrecipient means any entity that receives Federal assistance awarded by a FTA Recipient, rather than FTA directly. The term "subrecipient" also includes the term "subgrantee," but does not include "third party contractor" or "third party subcontractor."

Subagreement means an agreement through which a Recipient awards financial assistance derived from FTA to the subrecipient as defined in the FTA Master Agreement. The term "subagreement" also includes the term "subgrant," but does not include the term "third party subcontract."

#### **Application Process**

- All projects – complete forms for project description/detail and budget and timeline/milestones.
- FTA Certifications and Assurances – should be completed annually for each new federal fiscal year, which begins on October 1. Forms will be provided by the Council. Section numbers one and three must be completed by all subrecipients; other sections to be certified are determined by the nature of the project. Note that these will be held in the Grants administration files.
- Proof of acceptable A-133 audit if over \$500,000 of federal funds are received on an annual basis (includes all federal sources). Note that these will be held in the Grants administration files.
- Construction projects/environmental requirements – Categorical exclusions, State Historic Preservation Office, etc.
- Revenue vehicles – changes to fleet plan.

#### **Award Process**

- Federal notice of award is received. Note that this must occur before all subsequent steps.
- Council issues to the Subrecipient the Subrecipient Agreement that flows through FTA requirements, including:
  - Title VI of the Civil Rights Act of 1964
  - Equal Employment Opportunity (EEO)
  - Boilerplate FTA language must be included and flowed through to all levels
  - Disclosure Form to Report Lobbying (FTA Form LLL)

#### **Grant Administration Process (through Council staff)**

- Procurement rules and guidance questions to Council
- Prior approvals – Buy America waivers, scope changes, etc.
- Rebudgeting, revision or amendment
- Record keeping
- Reporting – financial and milestone
- Other – DBE reporting
- Closeout
- Audit

Metropolitan Council  
Internal Grant Application

*An Excel version of this spreadsheet is available upon request. Contact Katie White at [katie.white@metc.state.mn.us](mailto:katie.white@metc.state.mn.us) or 651-602-1716.*

### Project Details

Project Title:	
Project Start Date:	
Project End Date:	
Council Project Manager:	

For projects that have Subrecipients, complete the information below for **each** subrecipient. This is now required by the Department of Labor (DOL) and for Federal reporting and audit purposes.

Subrecipient Project Manager/Title:	
Subrecipient Agency:	
Subrecipient Address (must include 9 digit ZIP):	
Phone and Fax:	
Email Address:	
Subrecipient Agency's DUNS number (9 digits):	

Please provide to Grants a copy of each subrecipient Agreement when it is signed and executed.

### Funding Details

Funding Sources – FTA awards require a match of 20% in most cases; Subrecipients usually provide their own match.

Award Amount:	
Local Match (RTC):	
Local Match (Other, project name of source):	
Total Funding	
Please make a note here if the award/match ratio is not 80/20	



**Budget Item**

All asterisked items require milestone information.

Use only those categories that apply. Add any not listed that you need.

	Federal Funding	Match	Total Project Funding
<b>Personnel (salary)</b>			
Fringe Benefit (% of salary)			
Indirect cost (% of salary)			
<b>Consultant*</b>			
Planning			
Engineer & Design			
Construction Mgmt			
<b>Contractor*</b>			
Construction-New			
Construction – Rehab/Renovate			
<b>Lease/Rental Costs*</b>			
<b>Bus Purchase *</b> (specify type)			
<b>Spare Parts*</b>			
<b>3<sup>rd</sup> Party Bus Inspection*</b>			
<b>Staff Travel*</b>			
Local			
Non-Local			
<b>Staff Training*: Tuition</b>			
<b>Insurance*</b>			
<b>Real Estate*</b>			
Acquisition			
Appraisal			
ROW			
<b>Equipment (\$5000 or more)</b>			
List by type			
<b>Project Supplies &amp; Material*</b> (Total of consumable items and /or have a unit cost under \$5,000. List each in Budget Items)			
<b>Computer Hardware*</b>			
<b>Computer Software*</b>			
<b>Other Costs</b>			
Itemize other categories			
<b>Grand Total Project Cost</b>			

### Milestone Information

Provide milestone information for each budget item from the Budget Page. Use the example below and change the Milestone descriptions as needed to relate to the project. In some cases, all that is needed are two Milestones: Project Start and Project Complete. Make a copy of the Milestone Description box for each additional set of Milestones you need to identify.

Budget Item #:	Item Description or Purpose	Total Budget Amount
		\$ _____
	Milestone Description	Milestone Dates
1	RFP/IFB Issued	
2	Contract Award Date	
3	Contract Complete Date	

### Environmental Information

Please check the following environmental options. Grant Staff will contact Project Staff for more information.

- Categorical Exclusion: Part C**  
Project has little to no environmental impact. This is often true for non-construction projects. By selecting this option, project staff is not required to provide additional documentation.
- Categorical Exclusion: Part D**  
Project may have some environmental impact that has not yet been determined. This is often true for projects with some form of construction activities. By selecting this option, project staff will be required to provide additional environmental documentation. Please contact grant staff for the appropriate forms and guidance.
- Class I (EISs) Environmental Impact Statements**  
Project will have significant effect on the environment requires an EIS. Projects like: rapid rail, light rail, commuter rail, automated guideway transit. Please contact grant staff for additional guidance.
- Class III (EAs) Environmental Assessments**  
Project in which the significance of the environmental impact is not clearly established. Please contact grant staff for additional guidance.