

# STATE OF MINNESOTA GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the <u>Fargo-Moorhead Council of Governments</u>, Case Plaza Suite 232, 1 – 2nd Street N, Fargo ND 58102 ("Grantee").

#### RECITALS

- 1. Under Minnesota Statutes § 174.01, the Minnesota Department of Transportation is the principal agency of the state for development, implementation, administration, consolidation and coordination of state transportation policies, plans and programs.
- 2. 23 U.S.C. 134 requires a continuing, comprehensive and cooperative (3-C) transportation planning process be carried out between the state and local governments in urbanized areas.
- 3. Grantee has been designated by Minnesota's Governor as the Metropolitan Planning Organization responsible, together with the State, for carrying out the provisions of 23 U.S.C. 134.
- 4. Minnesota Statutes § 174.03, subdivision 4, authorizes the State to enter into this agreement.
- 5. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statute § 16B.98, subdivision 1, Grantee agrees to minimize administrative costs as a condition of this agreement.

#### **AGREEMENT TERMS**

- 1. Term of Agreement, Survival of Terms, and Incorporation of Exhibits
  - 1.1. Effective Date. This agreement will be effective on January 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, subdivision 5, whichever is later. As required by Minnesota Statute § 16B.98, subdivision 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
  - 1.2. **Expiration Date.** This agreement will expire on <u>December 31, 2021</u>, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3. Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 9. Liability; 10. State Audits; 11. Government Data Practices; 12. Intellectual Property Rights; 13. Workers Compensation; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.
  - 1.4. **Exhibits.** Exhibit 1, Financial Assistance, and Exhibit 2, Invoices, are attached and incorporated into this agreement.

#### 2. Grantee's Duties

- 2.1. Grantee, who is not a state employee, will:
  - 2.1.1. Perform in a satisfactory and timely manner the work activities defined in its Calendar Year (CY) 2021 Unified Planning Work Program (UPWP), as approved by the State, which is incorporated by reference into this agreement and retained on file in the MnDOT Office of Transportation System Management. The UPWP defines the scope of work and particular tasks to be completed by the Grantee, and includes a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.
  - 2.1.2. Prepare and submit to the State for approval a CY 2022 UPWP delineating the activities and expenditures of CY 2022 state grant funds. The UPWP must include a minimum expenditure of \$3,000.00 to provide for the Grantee's participation in meetings and workshops of the Minnesota MPO Directors and for other professional development and training of the Grantee's staff.

- 2.1.3. Utilize the MnDOT Template when preparing the Transportation Improvement Program (TIP).
- 2.2. Grantee will comply with all required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, subdivision 4 (a) (1).
- 2.3. Asset Monitoring. If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee must obtain prior written consent of the State before any capital asset is purchased with funds from this agreement and must meet any asset reporting requirements identified by the State as part of the written consent. Capital assets have a normal useful life expectancy exceeding two years and include 1) land, 2) buildings, 3) equipment over \$5,000, 4) infrastructure and 5) purchased software over \$30,000. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4. **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State's Authorized Representative all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract, or subcontract submitted by Grantee submitted by Grantee within 10 business days.

# 3. Time

3.1. Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

# 4. Consideration and Payment

- 4.1. **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:
  - 4.1.1. **Compensation.** Grantee will be paid a lump sum of <u>\$26,820.00</u>. Grantee must provide a local match of 20% as identified in Exhibit 1. The local match funds must be separate from the funds used to match any other funding source.
  - 4.1.2. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed <u>\$26,820.00</u>.

# 5. Payment

- 5.1. **Invoices.** Grantee will submit invoices for payment by lump sum. Exhibit 2, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted in a timely manner after the end of each calendar year quarter for 25% of the contract amount. Each invoice will include the submittal of a report documenting the tasks the MPO completed in the respective quarter.
- 5.2. All Invoices Subject to Audit. All invoices are subject to audit, at State's discretion.
- 5.3. **State's Payment Requirements**. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes § 16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
  - 5.3.1. For agreements of \$50,000 or more, the State will make at least one monitoring visit and conduct annual financial reconciliations of Grantee's expenditures during the period of performance.
    - 5.3.1.1. The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice

prior to any monitoring visit or financial reconciliation.

- 5.3.1.2. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 5.3.1.3. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 5.3.2. **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 5.3.3. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

# 6. Conditions of Payment

6.1. All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

# 7. Authorized Representatives

- 7.1. The State's Authorized Representative is Anna Pierce, Planning Program Coordinator, 395 John Ireland Blvd MS 440, St Paul, MN 55155, 651-366-3793, anna.m.pierce@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. Grantee's Authorized Representative is: <u>Cindy Gray, Executive Director, Case Plaza Suite 232, 1 2nd Street</u> <u>N, Fargo ND 58102, 701-532-5103, gray@fmmetrocog.org</u>. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

#### 8. Assignment Amendments, Waiver, Grant Agreement Complete, Electronic Records and Signatures

- 8.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 8.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

#### 9. Liability

9.1. Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

#### 10. State Audits

10.1. Under Minnesota Statute § 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are

subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 11. Government Data Practices

11.1. **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee is a non-profit organization and Grantee receives a request to release the data referred to in this section, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

# 12. Intellectual Property Rights.

12.1. Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

#### 12.1.1. Obligations

- 12.1.1.1 **Notification**. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- 12.1.1.2. **Representation**. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee

must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

#### 13. Workers Compensation

13.1. The Grantee certifies that it is in compliance with Minnesota Statutes §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

#### 14. Publicity and Endorsement

- 14.1. **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.
- 14.2. Endorsement. The Grantee must not claim that the State endorses its products or services.
- 14.3. **Disclaimer**. The Grantee must include the following statement in all plans, studies and reports funded under this contract: "The preparation of this report has been funded in part by the Minnesota Department of Transportation. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Minnesota Department of Transportation, or regulation."

#### 15. Governing Law, Jurisdiction, and Venue

15.1. Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 16. Termination; Suspension

- 16.1. **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2. **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 16.3. Termination for Insufficient Funding. The State may immediately terminate this agreement if:
  - 16.3.1. It does not obtain funding from the Minnesota Legislature; or
  - 16.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding

within a reasonable time of the State's receiving that notice.

16.4. **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 17. Data Disclosure

17.1. Under Minnesota Statutes § 270C.65, Subdivision 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

#### 18. Fund Use Prohibited.

18.1. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

#### 19. Discrimination Prohibited by Minnesota Statutes §181.59.

19.1. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

#### 20. Limitation.

20.1. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

#### 21. Telecommunications Certification.

21.1. By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

#### 22. Title VI/Non-discrimination Assurances.

22.1. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs\_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

# 23. Additional Provisions

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MnDOT Contract #: 1045128

#### STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

C	)EF	PA	RT	M	EN	Т	Ο	F	T,	R/	1V	IS	PC	<b>D</b> R	T/	AT	IC	)N	

Signed:		By:	
			(With delegated authority)
Date:		Title:	•
SWIFT Contract #	186607	Date:	
SWIFT Purchase			
Order No.	3000566102		
		MnDO	T OFFICE OF FINANCE – GRANT UNITS
GRANTEE			
		By:	
	hat the appropriate person(s)		
	nt contract on behalf of the		
Grantee as required by	applicable articles, by laws,		
resolutions, or ordinan	ces.	Date:	
By: Su	lal		
Title: Policy Bo	oard Chair	MnDO	T CONTRACT MANAGEMENT

-

Date:	11-17-2020
By:	Cinthia Reshar
Title:	Executive Director
Date:	11/17/2020

**MnDOT CONTRACT MANAGEMENT** By: Date: 

# EXHIBIT 1

#### **Financial Assistance**

Legal Name

Fargo-Moorhead Council of Governments

Contract Number

Contract Type / Program

State Metropolitan Planning Grant

**Project Description** 

Metropolitan Planning Grant – State Planning Assistance

Total State Award

**Required Local Match** 

\$6,705.00

\$26,820.00

1045128

# EXHIBIT 2

Invoices



# Greater Minnesota Metropolitan Planning Organization Request for State Funds

# Calendar Year 2021

GRANTEE:	GRANTEE: Fargo-Moorhead Council of Governments							
	701-532-5103							
	Recipient Agency	Authorized Representative: Cindy Gray	y, Executive Director					
Payment Requ	Total=	\$8,381.25						
First quarter (January 1 – March 31)		Third quarter (July 1 – September 30)	Local Match= (20%)	\$1,676.25				
Second qu (April 1 – .		<ul> <li>Fourth quarter</li> <li>(October 1 – December 31)</li> </ul>	State Funds= (80%)	\$6,705.00				
Amount of Re	equested State Pla	nning Funds:	-	\$6,705.00				

Invoice cannot be signed/submitted prior to the end of the quarter. Invoice submittal must include a report/summary of the applicable quarter's activities. Activity reports submitted for CPG fund reimbursement may be used.

Signature:		Date
Recipient Agency Authorized Representative		
MnDOT		
		Date
Approval of MnDOT District Representative		
		Date
Approval by MnDOT OTSM MPO Planning Prog	ram Coordinator	
MnDOT use only:		
Contract #: 1045128	Fiscal Year:	
Swift Contract ID #:	Purchase Order ID #:	

# Fargo-Moorhead Metropolitan Council of Governments Resolution 2020-R009

Resolution of Agreement for Distribution of State Planning Funds

**WHEREAS**, The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) has been designated by the Governors of North Dakota and Minnesota as the Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area; and

**WHEREAS**, the North Dakota Department of Transportation (NDDOT) by agreement with the Minnesota Department of Transportation is the lead agency in providing Public Law (PL) and Federal Transit Administration (FTA) Section 5303 funds in a combined Consolidated Planning Grant; (CPG) and

WHEREAS, Metro COG carries out a continuing, comprehensive, and cooperative (3-C) transportation planning process between the state and local governments in the Fargo-Moorhead area; and

**WHEREAS**, Metro COG and its consultants are duly qualified and agree to perform all services described in the State of Minnesota Grant Agreement; and

**WHEREAS**, Metro COG agrees to minimize administrative costs as a condition of the agreement;

**THEREFORE, BE IT RESOLVED** that the Fargo-Moorhead Metropolitan Council of Governments enters into an Agreement for Distribution of State Planning Funds, Contract 1045128, with the State of Minnesota, Department of Transportation; and

**BE IT FURTHER RESOLVED** that the Policy Board Chair and Executive Director of the Fargo-Moorhead Metropolitan Council of Governments are hereby authorized to execute such Agreement and amendments.

## CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Fargo-Moorhead Metropolitan Council of Governments at a duly authorized meeting thereof, held on the 17<sup>th</sup> day of November, 2020, as shown by the minutes of said meeting in my possession.

Policy Board Chair

#### STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

MnDOT Agreement No.	1045128
Federal Project No.	
State Project No.	

AGREEMENT (Check approp			State Accounting Information	AME	AMENDMENT INFORMATION			
Annual H	Plan Ag	reement (APK)	Swift Contract (SC) ID #:	Amer	Amendment No			
Work Order Agreement (MWK)			186607	If yes	If yes:			
•T-Num	•T-Number: T89642ZF		Purchase Order (PO) ID #:		Amend expiration date			
•SC #:	•SC #:		3000566102		Change Total Contract Amo			
Interager	Interagency (LAK)		Encumbered by: Tina Skala	Amer	ndment Amount	\$000,000.00		
Partnersh	Partnership					-		
•Receiva	able		Date: 12/7/2020					
•Payable	e							
Other Co	ontract [	Гуре ( <i>PTK</i> )						

Agency	Fiscal Year	Vendor ID:
TRANSPORTATION	2021	0000275973 LOC 001
Total Contract Amount:		Amount of Contract for Current FY:
\$26,820.00		\$13,410.00

Accounting L	ine 1:	Accounting Line 2:	Accounting Line 3:
Fund Code:	2700	Fund Code:	Fund Code:
Fin. Dept.:	T7934400	Fin. Dept.:	Fin. Dept.:
Approp ID:	T790098	Approp ID:	Approp ID:
Category:	84101501	Category:	Category:
Account :	441501	Account :	Account :
Project:	T89642ZF	Project:	Project:
Source Type:	6004	Source Type:	Source Type:
Amount to Encumber:	\$13,410.00	Amount to Encumber:	Amount to Encumber:

Agreement Start Date (Upon execution)	Agreement Expiration Date	Contract Administrator
01/01/2021	12/31/2021	Anna Pierce
		Phone number
		651.366.3793