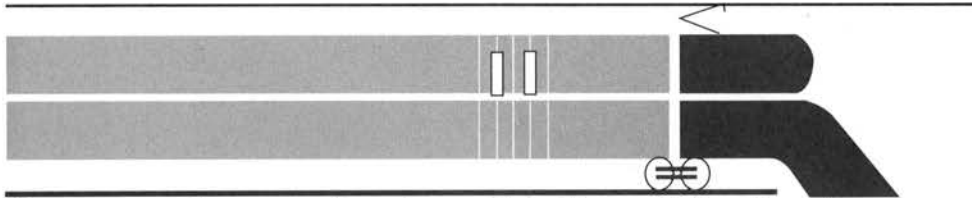




Ramsey County Regional Railroad Authority.
Records.

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

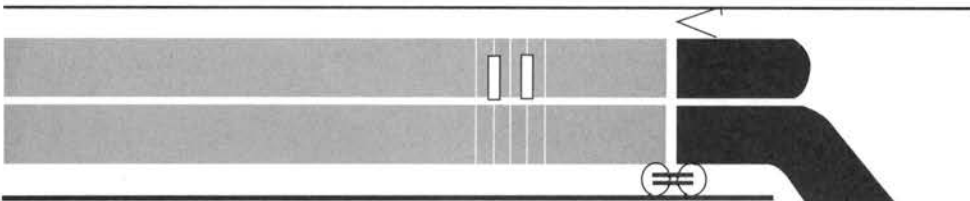
Regional Railroad Authority Work Session on Transit Issues

April 3, 2007

**Room 220 Courthouse
Large Conference Room**

Immediately following Regional Railroad Authority Meeting

Central Corridor Discussion



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

FROM: Kathy Fischer

DATE: March 29, 2007

SUBJECT: Central Corridor Schedule Issues

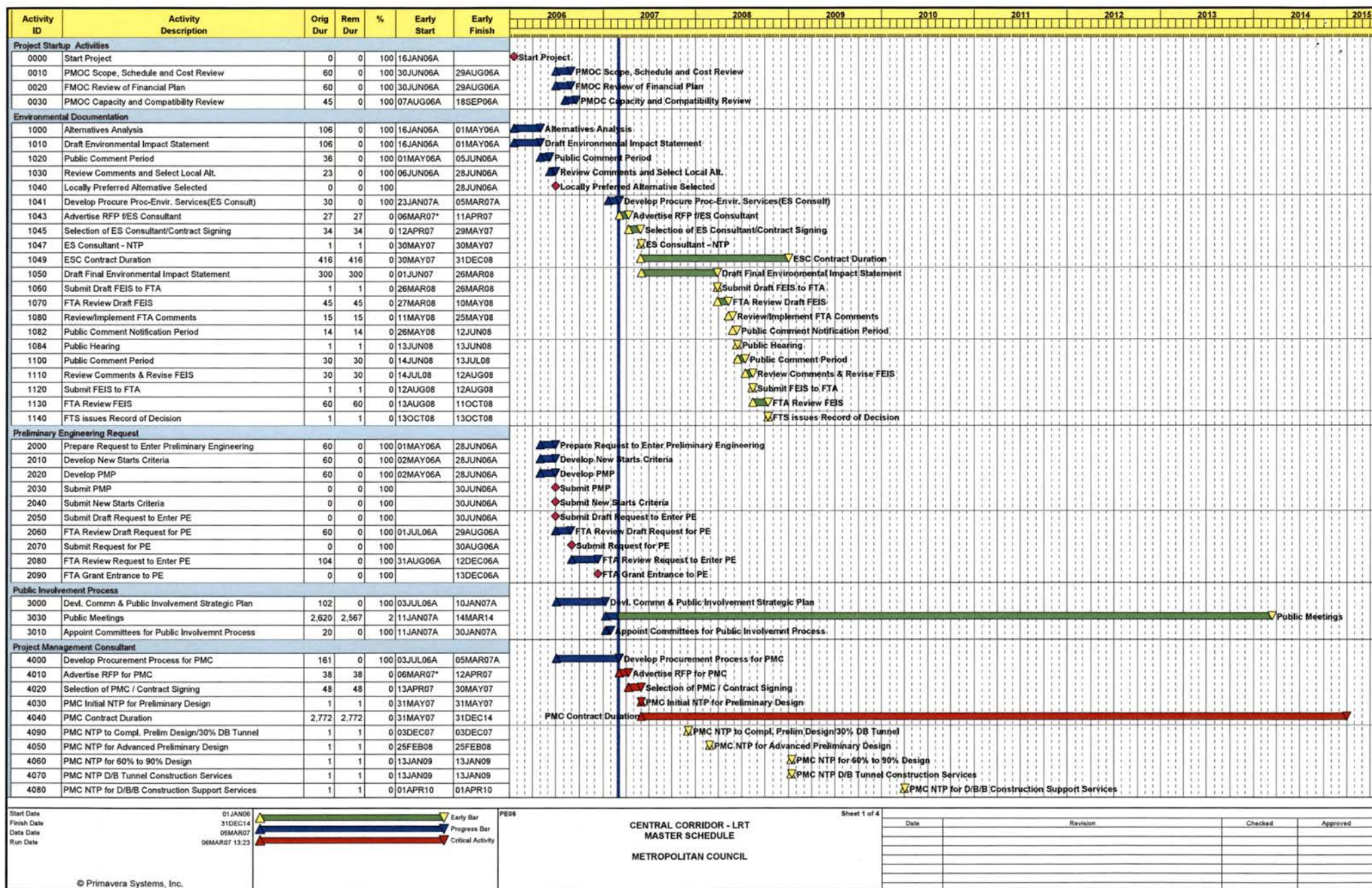
A variety of issues can influence the schedule of major transit projects. Delays have a negative effect on the project budget, on construction impacts to neighbors, and on people waiting to benefit from the service.

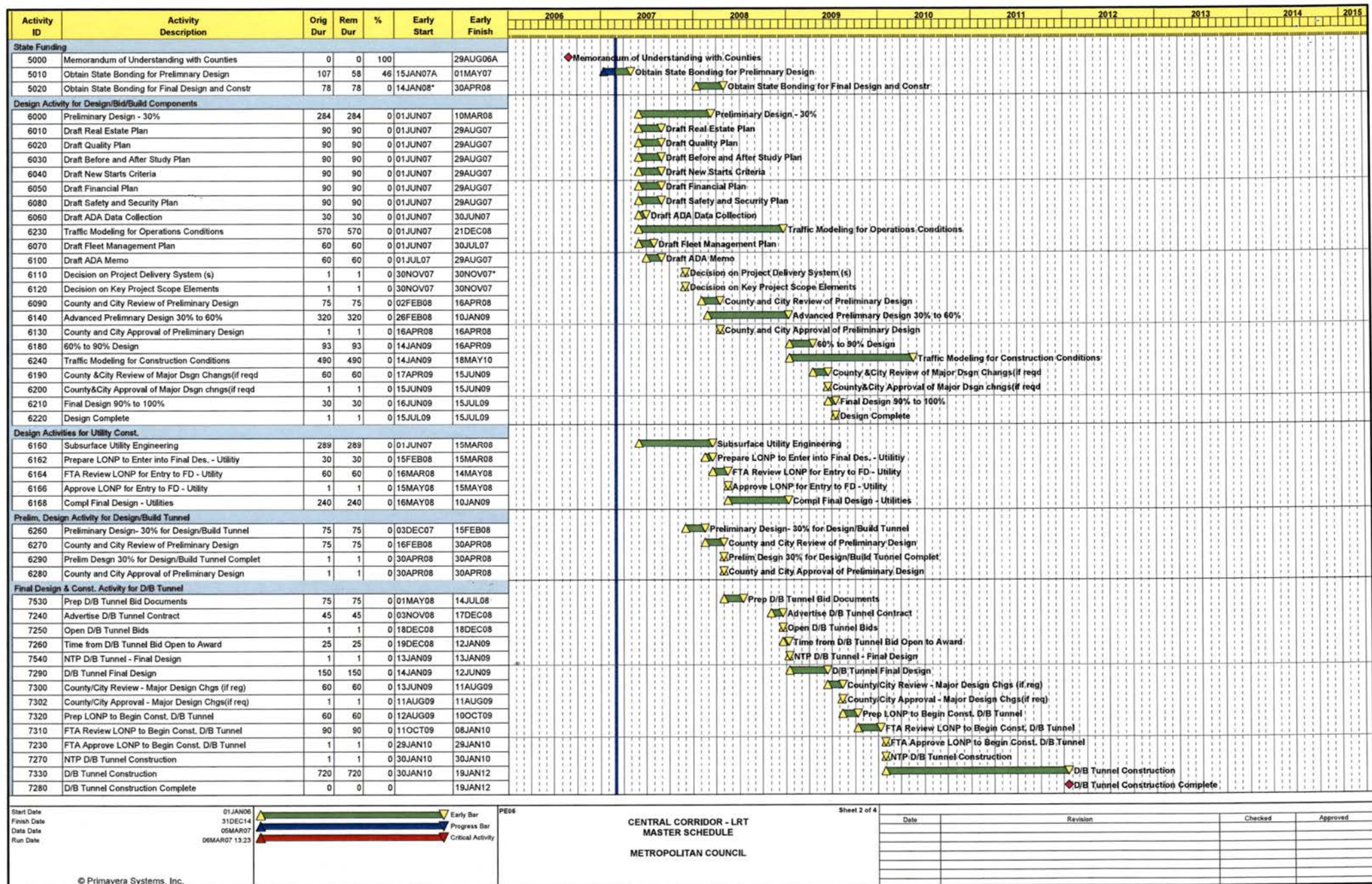
For all projects, financial capacity, ability to meet federal guidelines, specific constructability issues and technical capability are important. For light rail projects, issues such as right-of-way acquisition, tunneling, construction methods and lead times for vehicle acquisition can cause delays.

For the work session, staff will provide information on some of the schedule issues specific to the Central Corridor.

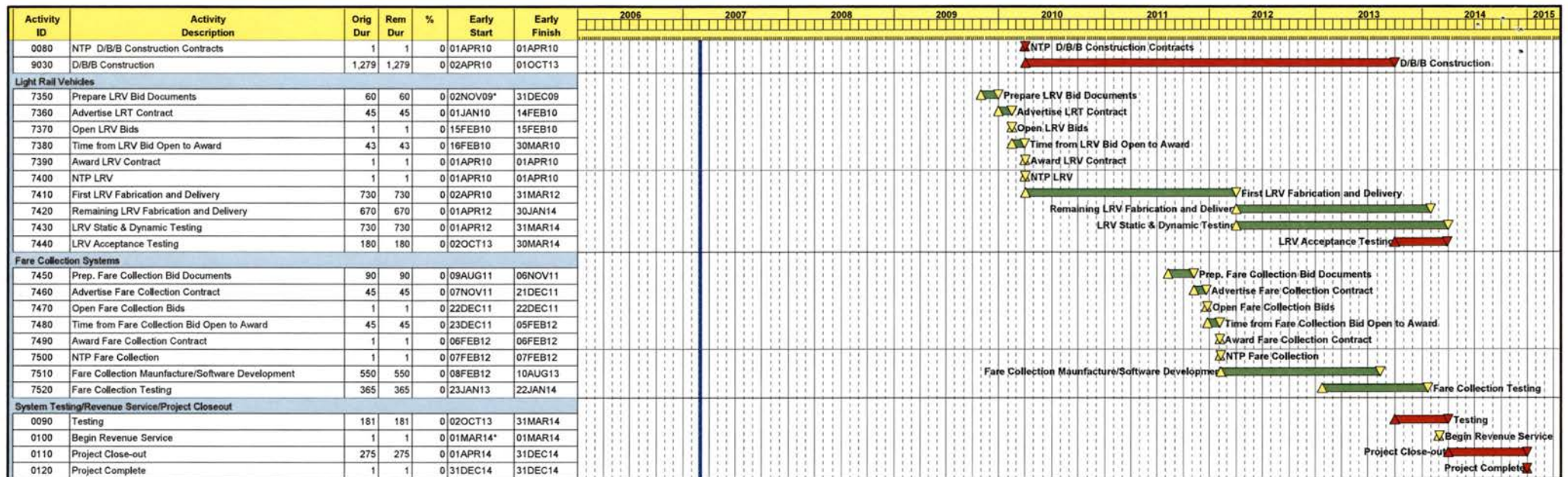
The Metropolitan Council's current schedule is attached to this memo.

Attachment





© Primavera Systems, Inc.



Start Date 01JAN06
 Finish Date 31DEC14
 Data Date 05MAR07
 Run Date 06MAR07 13:23

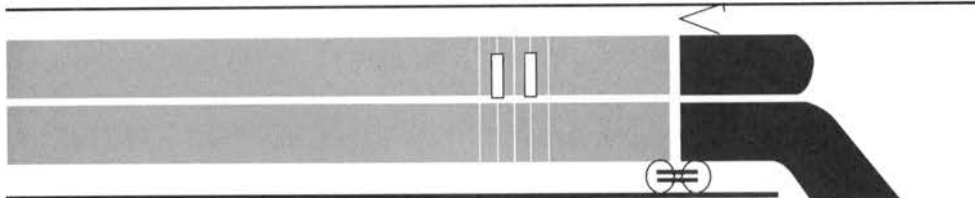
Early Bar
 Progress Bar
 Critical Activity

PE06

CENTRAL CORRIDOR - LRT
 MASTER SCHEDULE
 METROPOLITAN COUNCIL

Sheet 4 of 4

Date	Revision	Checked	Approved



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

FROM: Kathy Fischer

DATE: March 29, 2007

SUBJECT: Funding Agreement Structure for Central Corridor

The Central Corridor light rail transit project was approved to enter preliminary engineering by the Federal Transit Administration (FTA) in December 2006. The Metropolitan Council is responsible for carrying out the project with a combination of FTA, state and Regional Railroad Authority (RRA) funding. Various legislative proposals currently under consideration may affect the contributions of the parties but the current structure calls for a 50% federal share. The 50% non-federal share is expected to be divided two-thirds from the state and one-third from the two affected RRA's. The Regional Railroad Authority share is apportioned on the basis of mileage with 70% to Ramsey County and 30% to Hennepin County. The two Railroad Authorities and the Metropolitan Council have signed a memorandum of understanding to that effect.

The current project budget is \$932 million based on a 2014 opening. This budget will change as project development proceeds. The Met Council estimates that approximately \$45 million of this budget will be required for preliminary engineering. Other major cost components will include final design, tunnel construction, utility relocation, civil construction and purchases of vehicles and other equipment. Most of the budget will go to contractors, equipment vendors

and consultants but some will go to public agencies for project activities. Typical activities that may be paid for with project funds may include preliminary engineering and other design activities and relocation of public utilities. To the extent that the counties or cities receive project funds, we become a sub-recipient of federal funds and need to comply with the wide variety of FTA certifications and requirements. These requirements are essentially the same as those we have agreed to in the past to receive pass-through federal grants via the Met Council and MnDOT.

Of more significant impact, the Regional Railroad Authorities are also responsible for providing the project shares described above. Although the Ramsey County Regional Railroad Authority's share is 11% of the total project cost, it will be in the range of \$100 million dollars – a major investment in county tax dollars. In addition, it will provide regional circulation for the Union Depot Multi-modal Transit Hub that will provide a focus for East Metro transit corridors and encourage economic develop in the area.

Preliminary engineering will consist of two major components. The first is project design that will bring the project to a sixty to seventy percent design level. The second is completion of a Final Environmental Impact Statement for the project based on the Draft Environmental Impact Statement and the PE. Using the existing cost-sharing percentages, the \$45 million in preliminary engineering costs would be broken down as follows:

Federal	\$22.5 million
State	\$15.0 million
Ramsey RRA	\$5.25 million
Hennepin RRA	\$2.25 million

Currently available funding for preliminary engineering includes \$13.05 million in state bond funds from 2005 and 2006 and approximately \$7.8 million in FTA funding from several different sources. Additional requests have been made at the state and federal levels for fiscal years 2008. If no additional federal or state funds were received, the worst case cash flow for PE would be as follows:

Federal	\$7.8 million
State	\$13.05 million
Ramsey RRA	\$16.9 million
Hennepin RRA	\$7.25 million

This local overmatch would be balanced by a higher proportion of federal funds later in the project to achieve the agreed upon percentages. The risk, however is that if the project is not completed, there would be no way to recover the county overmatch. Additional federal and state funds received in fiscal years 2008 and 2009 would reduce that exposure.

Agreements need to be in place to allow the Rail Authority to both receive and provide funding for the project. The Met Council has proposed a document called a Master Funding Agreement that would exist between it and agencies that receive funds from the project and/or, in the case of the rail authorities, provide funding for the project. A draft is attached to this memo. Subordinate Funding Agreements would be executed from time to time to identify the specifics of a portion of the project such as preliminary engineering. Ramsey and Hennepin Railroad Authority staff have discussed the PE funding structure and a draft Cooperative Funding Agreement for Preliminary Engineering is included with this memo. This draft funding agreement has not been discussed with the Met Council.

The Master Funding Agreement is lengthy but approximately 74 of its 94 pages consist of federal clauses, certifications and assurances and the Council's DBE program. These are the typical clauses that have been included with grant pass-through agreements between the RCRRA and the Council in the past. Public agencies receiving project funds are sub-recipients of FTA funding and these clauses are required of sub-recipients. As an example, for preliminary engineering, we plan to provide traffic engineering expertise and would be reimbursed for that work by the project. The Agreement also incorporates the Memorandum of Understanding between the Council and Ramsey and Hennepin Railroad Authorities executed in August of 2006.

The draft funding agreement we have developed for PE would provide for the Rail Authorities' share of PE activities. It commits the Rail Authorities to shares of the \$45 million PE cost as follows:

Federal	\$22.5 million
State	\$15.0 million
Ramsey RRA	\$5.25 million
Hennepin RRA	\$2.25 million

Since it caps the Rail Authorities' shares, an additional \$16.65 million in federal and/or state funding would need to be received to complete PE. The \$28.35 would be more than adequate to complete the first phase of PE that is expected to identify the major project scope issues. I am not certain if this approach will be acceptable to the Council or the FTA.

The draft funding agreement provides for annual budgets to be submitted to the Authorities prior to September 1 and for quarterly payments.

A structure for PE funding needs to be in place before the Council can enter into contracts to complete preliminary engineering and the Final Environmental Impact Statement. The current schedule calls for those contracts to be ready in May.

Status of Issues per the Draft Agreements

Does the project have to meet the cost-effectiveness index (CEI) for PE to be completed?

No

Is the funding agreement for preliminary engineering only?

Yes

Is there a cap on RCRRA funds?

Yes

Does the project have to go to Union Depot concourse for RCRRA to provide funds?

No funding is committed beyond PE.

Is there a guarantee that costs of project will not increase and therefore RCRRA's share won't increase?

No. There is also no guarantee that the project design at the end of PE will meet RCRRA requirements as to design, number of stations, etc.

Is there a guarantee that if other state or federal overmatch funds are provided, that RCRRA share will be reduced?

No. PE would be funded at the percentages outlined in the draft agreement. Future funding agreements would need to reflect changes in state or federal law.

Attachments

- Discussion Draft, Master Funding Agreement
- Draft Preliminary Engineering Funding Agreement

DRAFT 03/22/2007

Reference Numbers

CCLRT Project:

Metropolitan Council:

Entity:

PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

NAME: Master Funding Agreement

PARTIES:

- **Metropolitan Council**
- **Entity**

This agreement is entered into by and between the Metropolitan Council ("Council"), a public corporation and political subdivision of the State of Minnesota, and _____ ("Entity").

WHEREAS:

1. The parties to this agreement have been involved in various activities regarding the development of a Central Corridor Transitway running between Downtown Minneapolis and Downtown St. Paul, generally via Washington and University Avenues. The locally preferred alternative for the transitway, as selected by the Council in June 2006, is a light rail transit line along the corridor. Design and construction of such a light rail transit line is referred to in this agreement as the "Central Corridor LRT Project" or the "Project."
2. In December 2006, the Federal Transit Administration (FTA) approved the Project for Preliminary Engineering which is projected to be completed in the Fall of 2008. After completion of Preliminary Engineering, FTA approval will be sought for Final Design of the Project and ultimately construction of the Project.
3. The Council has authority under Minnesota Statutes, sections 473.399 to 473.3997, to plan for and exercise supervision over the design and construction of light rail transit facilities in the Minneapolis-St. Paul Metropolitan Area ("Metropolitan Area"). Further, the Council has authority under Minnesota Statutes, section 473.405, subdivision 4, and other applicable statutes, to engineer, construct, equip and operate transit systems, projects, or parts thereof, including light rail transit, in the Metropolitan Area.

4. The Council has entered into an agreement with the Minnesota Department of Transportation whereby the Council will coordinate funding for the Project and, in consultation with the department, will be responsible for planning, preliminary and final design, and construction of the Project.
5. The Entity has authority under Minnesota Statutes, sections _____ to plan, design, acquire, construct, and equip light rail transit in the Metropolitan Area.
6. Funding for establishment of a light rail transit system along the Central Corridor Transitway has been, or will be, made available to the Council through federal, state and local funds.
7. Pursuant to a Memorandum of Understanding between the parties entered into on or about August 29, 2006, the Entity committed to make certain expenditures for construction of the Project. A copy of the Memorandum of Understanding is attached as Exhibit A and made a part of this agreement.
8. In addition, the Entity desires to undertake certain activities associated with the Project and the Council desires to pass through federal, state or local funds to the Entity for costs associated with such Project activities.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. PURPOSE

The parties intend to establish by this agreement a mechanism for the transfer of funds from the Entity to the Council for partial funding for the Project and for the passthrough of federal, state, or local funds from the Council to the Entity for costs associated with Project activities to be carried out by the Entity.

ARTICLE 2. PROJECT OWNERSHIP AND MANAGEMENT

2.01 Ownership and Overall Management of Project. The Council shall own the Central Corridor LRT Project and shall be responsible for overall management of the Project including, without limitation, procuring all approvals and cooperation required of participating federal agencies and local governmental units necessary or convenient for design and construction of the Project.

2.02 Fiscal Management of Project. The Council shall be responsible for coordinating, arranging for, and consolidating Project funding from any federal, state and local government sources necessary to fund the Project. The Council shall serve as fiscal agent for the Project including, without limitation, providing for proper accounting, investment, disbursement and financial reporting with respect to any and all monies received or disbursed by the Council on behalf of all entities providing financial support, or in-kind contributions, for the Project. In order to facilitate the Council's fiscal

management of the Project, the Entity shall coordinate with the Council the expenditure of any funds expended by the Entity for the Project.

2.03 Construction of Project. The Council shall be responsible for construction of the Project including, without limitation, planning, preliminary engineering and final design of the Project, and construction.

2.04 Operation of Project. In accordance with Minnesota Statutes, sections 473.405 and 473.501, the Council shall be responsible for operation of the Project upon completion of construction.

ARTICLE 3. TRANSFER OF FUNDS FROM ENTITY TO COUNCIL

3.01 Project Budget and Financial Plan. The budget for the Project dated _____ ("Project Budget") is attached to this agreement as Exhibit B. The Project Budget may be amended from time by the Council with approval by the FTA. In addition, the Council has developed a Financial Plan for the Project that has been approved by the FTA. The Financial Plan details the actual flow of funds from the various funding sources for Project expenditures.

3.02 Transfer of Funds from Entity to Council. In accordance with the Memorandum of Understanding, the Project Budget and the Financial Plan for the Project, the Entity shall provide partial funding for the Project through the transfer of funds to the Council. The timing of such funding will be in phases, with the details to be determined between the parties as the Project proceeds. Each such transfer of funds to the Council from the Entity shall only be in accordance with one or more duly executed Subordinate Funding Agreements pursuant to this Article 3.

3.03 Subordinate Funding Agreements. The parties shall enter into subsequent Subordinate Funding Agreements that will facilitate the transfer of funds from the Entity to the Council in partial funding for the Project in accordance with section 3.02. The parties anticipate that there will be a number of such Subordinate Funding Agreements between them in connection with each phase of the Project. Each Subordinate Funding Agreement shall be in a form substantially similar to that attached as Exhibit C and shall follow and be subject to the terms of this agreement, unless expressly agreed otherwise.

3.04 Relationship to Memorandum of Understanding. Nothing in this agreement or in any subsequent Subordinate Funding Agreements shall be construed to reduce the commitment to provide funds for the Project, or to modify any other obligations, undertaken by the Entity in the Memorandum of Understanding (Exhibit A).

ARTICLE 4. PASSTHROUGH OF FUNDS FROM COUNCIL TO ENTITY

4.01 Passthrough of Funds from Council to Entity. The Council may make use of, and the Entity may provide, engineering and other technical and professional services of the Entity, including regular staff and qualified consultants, in order to assist

in the design and/or construction of the Project and the Council will pass through Project funds for the costs associated with such activities. The passthrough of funds from the Council to the Entity for costs incurred in providing such engineering, technical or professional services shall only be in accordance with one or more duly executed Subordinate Funding Agreements pursuant to this Article 4, each of which shall define the amount of federal, state, or local funds committed by the Council to the Entity for the Project, the specific purpose for the funds, and the Entity's responsibility with respect to those funds. The Council shall bear no responsibility for any costs incurred by the Entity for the Project that exceed the amounts committed by executed Subordinate Funding Agreements or as such agreements may from time to time be amended.

4.02 Subordinate Funding Agreements. The parties shall enter into subsequent Subordinate Funding Agreements that will facilitate the funding by the Council of the Project obligations to be incurred by the Entity in accordance with this agreement. The parties anticipate that there will be a number of such Subordinate Funding Agreements between them to fund the Entity's activities in connection with the Project. Each Subordinate Funding Agreement shall be in a form substantially similar to that attached as Exhibit C and shall follow and be subject to the terms of this agreement, unless expressly agreed otherwise. Notwithstanding any other provisions of this agreement, this agreement itself is not intended to create a specific financial obligation for either party or to require either party to enter into any specific Subordinate Funding Agreements for the passthrough of Project funds under this Article 4, and no liability shall attach to either party under this agreement for failure to enter into one or more subsequent Subordinate Funding Agreements for such purpose.

4.03 Implementation of Subordinate Funding Agreements. The Entity shall not incur any obligations for the Project that are not the subject of a Subordinate Funding Agreement, and the only state or federal funds available to the Entity for the Project are those which are approved through Subordinate Funding Agreements or available to the Entity through other sources. Prior to entering into a contractual obligation with any third party (including the acquisition of property rights) to accomplish the Entity's responsibilities for the Project under this agreement, or prior to authorizing any employees to proceed with any actions in that regard, the Entity shall present to the Council for prior review and approval, and to arrange for the execution of a Subordinate Funding Agreement, a work plan and/or staffing plan for such services or expenditures.

4.04 Amendment of Subordinate Funding Agreements. Prior to executing any changes in the allocation of costs, or amendment/change order to any contractual obligation with any third party, to accomplish the responsibilities of the Entity under this agreement, the Entity shall present to the Council for review a modification of the existing work plan for such services. If mutually agreed to, the Entity and the Council will enter into an amendment of the applicable Subordinate Funding Agreement to reflect any changes in the work plan.

4.05 Payment Under Subordinate Funding Agreements. Funds for the Project committed under Subordinate Funding Agreement(s) shall be distributed by the Council to the Entity as follows:

- a. Unless specifically agreed to by the parties in and for a particular Subordinate Funding Agreement, payment to the Entity for Project costs under each Subordinate Funding Agreement shall be on a reimbursement basis based upon the submittal of invoices evidencing the expenditure of funds by the Entity for the Project.
- b. Invoices shall be submitted separately for each outstanding Subordinate Funding Agreement. Invoices for any particular Subordinate Funding Agreement may be submitted not more frequently than once per calendar month and shall be sent to the following address:

[INSERT ADDRESS]

- c. Each invoice shall be submitted in a format prescribed by the Council and shall reference the sequential number of the Subordinate Funding Agreement under which the invoice is to be funded. Each invoice must include a description of activities undertaken in accordance with the Subordinate Funding Agreement and an itemization of the expenditures for which payment is requested, along with supporting documentation. After receipt of an invoice, the Council may request additional information from the Entity regarding the invoice in order to verify the accuracy and appropriateness of the expenditures for which reimbursement is requested.
- d. Upon review and approval of an invoice, the Council, shall distribute to the Entity the approved invoice amount. The Council may deny part or all of any invoice payment request if it believes that it is not warranted or justified.
- e. No invoice payment shall be made which would cause distribution of Project funds to exceed, cumulatively through such payment, the authorized amount under the applicable Subordinate Funding Agreement.
- f. Distribution of any funds to the Entity pursuant to an invoice shall not to be construed as a Council waiver of any Entity noncompliance with this agreement or the applicable Subordinate Funding Agreement.

4.06 Repayment of Project Funds. Upon a finding by the Council that the Entity has made an unauthorized or undocumented use of Project funds, and upon a demand for repayment issued by the Council, the Entity agrees to promptly repay such amounts to the Council.

ARTICLE 5. REQUIREMENTS FOR PROJECT FUNDED WORK

5.01 Use of Project Funds; Allowable Costs. The Entity is authorized to use funds provided by the Council under this agreement only for allowable costs directly incurred for the Central Corridor LRT Project. Allowable costs will be determined in accordance with United States Office of Management and Budget (OMB) Circular A-87.

Any funds provided to the Entity under this agreement that are not expended for authorized Project activities shall be promptly repaid to the Council.

5.02 Documentation of Project Costs. All costs charged to the Project by the Entity 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.

5.03 Establishment and Maintenance of Project Information. The Entity agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to the receipt and expenditure of all Project funds. These documents shall include the property records required by section 5.07. All such project information shall be established and maintained in accordance with generally accepted accounting principles and practices and shall be retained intact by the Entity until the latest of:

- a. complete performance of this agreement; or
- b. six years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Entity engages any contractors to perform any part of the Project activities, the Entity agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain project information in accordance with the provisions of this section and to allow audit of such information in the same manner provided with respect to the Entity in section 5.04.

The provisions of this section shall survive termination of this agreement.

5.04 Audit. The accounts and records of the Entity relating to the Project shall be audited in the same manner as all other accounts and records of the Entity are audited. During the time of maintenance of information under section 5.03, authorized representatives of the Council, the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, the United States Secretary of Transportation, the Federal Transit Administration Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. Proper facilities for such access and inspection shall be provided by the Entity.

The provisions of this section shall survive termination of this agreement.

5.05 Use of Contractors. If the Entity engages any contractors to perform any part of the Project activities, the Entity agrees that the contract for such services shall include all of the following provisions. (Note: these requirements are in addition to other requirements for such contracts set forth in this agreement.)

- a. The contractor must maintain all records and provide all reporting as required by this agreement.
- b. The contractor must defend, indemnify, and save harmless the Council from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- c. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the Council as an additional insured, and provide to the Entity prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- d. The contractor must be an independent contractor for the purposes of completing the contracted work.
- e. The contractor must acknowledge that the contract between the Entity and the contractor does not create any contractual relationship between the Council and the contractor.

5.06 Contract Information. The Entity shall, in connection with any contract entered into for the Project:

- a. keep the Council informed as to the progress of such contract;
- b. allow authorized representatives of the Council access to all meetings and documentation related to such contract; and
- c. upon request, promptly provide the Council with copies of correspondence between the Entity and the contractor on any such contract.

5.07 Property Management. The Entity acknowledges and agrees that title, acquisition, use, management, and disposition of all property acquired or constructed with Project funds under this agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- 49 C.F.R. Parts 18.31, 18.32, and 18.33
(www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *FTA Master Agreement* (www.fta.dot.gov/library/legal/agree.htm)
- *FTA Circular 5010.1C* (www.fta.dot.gov/library/policy/5010.1C/cover.htm)

and as such laws, rules, and guidance may hereafter be amended or modified. 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 Entity, from the Council.

The provisions of this section shall survive termination of this agreement.

ARTICLE 6. STATE GENERAL OBLIGATION BONDS

Monies that may be provided to the Entity by the Council pursuant to this agreement may be funded in whole or in part through the proceeds of State of Minnesota General Obligation Bonds. With respect to any such funds, the Entity agrees to comply with the requirements of Minnesota Statutes, section 16A.695, and the document entitled "Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" dated July 20, 1995, and as such statute and/or order may hereafter be amended or modified.

ARTICLE 6. FEDERAL REQUIREMENTS

6.01 Federal Requirements. Monies that may be provided to the Entity by the Council pursuant to this agreement may be funded in whole or in part by the United States Department of Transportation, Federal Transit Administration. The requirements in this Article 6 are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this agreement. If any requirement in this article is inconsistent with a provision found elsewhere in this agreement and is irreconcilable with such provision, the requirement in this article shall prevail.

6.02 Incorporation of Federal Grant. As federal grants, including a potential Full Funding Grant, with respect to the Central Corridor LRT Project are received by the Council, the terms of each grant and any amendment thereto shall be automatically incorporated by reference into this agreement without further action by the parties. These grants are collectively referred to in this agreement as the "Federal Grants." When performing work or expending funds for Project activities, the Entity agrees to comply with all applicable terms and conditions of the Federal Grants received by the Council with respect to the Project.

6.03 Incorporation of Specific Federal Requirements. Specifically, and without limitation, the Entity agrees to comply with the federal requirements set forth in Exhibit D and agrees to require, unless specifically exempted, subrecipients (if authorized) and third party contractors at every tier to comply with the same.

6.04 Federal Certifications and Assurances; Execution and Incorporation. The Entity agrees to comply with and to certify compliance with the *Federal Fiscal Year 2007 Certifications and Assurances for Federal Transit Administration Assistance Programs* attached to and made a part of this agreement as Exhibit E. The Entity must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this agreement. During the term of this agreement, the Entity shall annually execute the most current federal certifications and assurances document and provide the same to the Council.

6.05 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. The Entity agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements which may be

applicable to the Federal Grants. In particular, and without limitation, the Entity agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Project activities:

- *FTA Master Agreement* (www.fta.dot.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)
- *Grant Management Guidelines*, FTA Circular 5010.1C (http://www.fta.dot.gov/legal/guidance/circulars/5000/324_288_ENG_HTML.htm)
- *Full-Funding Grant Agreements Guidance*, FTA Circular 5200.1A (http://www.fta.dot.gov/legal/guidance/circulars/5000/324_17848_ENG_HTML.htm)

and as such statutes, rules, circulars, executive orders, guidance and other requirements may hereafter be amended or modified. 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 Entity, from the Council.

6.06 Third Party Contracts. If the Entity decides to fulfill any of its obligations or duties under this agreement through a third party contract to be paid for by funds received under this agreement, the Entity agrees to the following provisions. (Note: these requirements are in addition to other requirements for such contracts set forth in this agreement.)

- a. Compliance with Federal Procurement Requirements.** The Entity will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1E (www.fta.dot.gov/library/policy/tpcrpc.htm), which document is incorporated by reference into this agreement. A copy of this document is available at the internet website indicated or, upon request by the Entity, from the Council.
- b. Certification of Entity's Procurement System.** The Entity certifies that its procurement system complies with the standards described in the previous paragraph.
- c. Council Approval of Contracts.** The Entity shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the Council. The Council's approval of any such third party contract is solely for the benefit of the Council and shall not relieve the Entity of the responsibility to ensure that such contracts are in the proper form and include all state and federal requirements.

- d. **Inclusion of Provisions in Lower Tier Contracts.** The Entity agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier subcontract financed in whole or in part with monies for the Project provided under this agreement including all applicable provisions of this agreement. Provisions to be included in such subcontracts include, at a minimum, the provisions in Exhibit D.
- e. **Disadvantaged Business Enterprise Requirements.** For all work performed under this agreement, the Entity will comply with the Council's Disadvantaged Business Enterprise (DBE) Program. In particular, the Entity agrees to comply with the requirements of the Council's "Disadvantaged Business Enterprise (DBE) Pass Through Agreement and Program" document which is attached to and made a part of this agreement as Exhibit F. For the purposes of Exhibit F, the following provisions shall apply:
- The Metropolitan Council DBE Liaison Officer, or designated staff, shall act as the Entity DBE Liaison Officer for the purposes of this grant.
 - The Entity agrees to submit to the Council for review, approval, and establishment of the appropriate DBE goal all procurements in excess of \$50,000.
 - The Entity will provide reports on a monthly basis to the Council on each above described procurement reflecting all invoices paid on these procurements and identifying all DBE activity on these procurements.
 - Entity will report DBE activity on a monthly basis to the Council on all other purchase orders and invoices not included above.
 - Determination of DBE eligibility will be based on the list of DBE vendors provided by the Council.

6.07 Provisions Subject to Change. The Entity acknowledges that federal requirements in this Article 6 are subject to change and agrees that the most recent of these requirements shall govern this agreement at any particular time.

6.08 No Federal Obligation. Monies provided under this agreement may be financed in whole or in part by federal funds. However, payments to the Entity 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, the United States Department of Transportation, the Federal Transit Administration, or any representatives of the federal government makes the United States a party to this agreement. The Entity shall include this clause in any contracts or agreements entered into pursuant to this agreement.

6.09 Special Reporting Requirements. The Council is required to report to the FTA regarding the Project activities. Accordingly, the Entity 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.

ARTICLE 7. GENERAL PROVISIONS

7.01 Independent Contractors. The parties agree that any and all persons employed by or on behalf of a party to perform any work or duties as an agent of a party under this agreement shall not be considered employees of the other party. Any and all claims that may or might arise under the Workers Compensation Act of Minnesota on behalf of said employees or persons while so engaged, and any and all claims made by any third person as a consequence of any act or omission on the part of said employees or persons while so engaged in any of the work contemplated in this agreement, shall not be the obligation or responsibility of the other party.

7.02 Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to the subject matter of this agreement.

7.03 Non-Waiver of Municipal Immunity and Limits. Nothing in this agreement shall be construed to waive the immunities or liability limits provided in Minnesota Statutes, section 3.736, or Minnesota Statutes, Chapter 466, or other applicable state or federal law. The provisions of Minnesota Statutes, section 471.59, subdivision 1a, specifically apply to this agreement.

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

7.05 Non-Waiver. The failure of either party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in this agreement shall not be deemed a waiver by that party of any subsequent breach or default in the said terms, conditions, or covenants by the other party.

7.06 Severability. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.

7.07 Assignment Prohibited. Neither party shall assign their obligations under this agreement without receiving the express written consent of the other party.

7.08 Time of Essence. The parties agree that time is of the essence with respect to this Master Funding Agreement and with respect to any subsequent Subordinate Funding Agreements entered into by the parties.

7.09 Notices. Except as otherwise expressly provided in this agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of

the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered via facsimile, with confirmation of receipt by telephone, with an original deposited postage prepaid in the first class mails of the United States, addressed:

For the Council:
[INSERT ADDRESS]

For the Entity:
[INSERT ADDRESS]

or to such other persons and at such other addresses as either party may at any time or from time to time designate for itself by notice in accordance this section. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a party when received at its address set forth or designated as above provided.

7.10 Applicable Law and Venue. This agreement shall be interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7.11 Effective Date and Termination. This agreement is effective upon execution by, and delivery to, both parties. This agreement shall terminate upon completion of construction of the Project and transfer of all funds that are the subject of outstanding Subordinate Project Funding Agreements under this agreement. Either party may terminate this agreement, with or without cause, upon 90 calendar days written notice to the other party. In such case, such termination shall not be effective until completion of the transfer of any funds that are the subject of outstanding Subordinate Project Funding Agreements under this agreement.

The Entity agrees that Project closeout or termination of this agreement or any particular Subordinate Funding Agreement does not invalidate continuing obligations imposed on the Entity by this agreement or such Subordinate Funding Agreements. 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 Entity's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates indicated below.

ENTITY

METROPOLITAN COUNCIL

By: _____

By: _____

Its: _____
Title

Thomas Weaver
Regional Administrator

Date: _____

Date: _____

Approved as to form:

Metropolitan Council
Office of General Counsel

LIST OF EXHIBITS

Exhibit	Description
A	Memorandum of Understanding
B	Project Budget
C	Form of Subordinate Funding Agreement
D	Specific Federal Clauses
E	Federal Certifications and Assurances
F	Disadvantaged Business Enterprise (DBE) Pass Through Agreement and Program

DRAFT

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

DRAFT

 Metropolitan Council

August 30, 2006

Commissioner Peggy Ingison
Minnesota Department of Finance
400 Centennial Building
658 Cedar Street
St. Paul, MN 55155

RE: Memorandum of Understanding – Central Corridor Transitway

Dear Commissioner Ingison:

Enclosed please find a signed copy of the Memorandum of Understanding between the Metropolitan Council, the Ramsey County Regional Railroad Authority, and the Hennepin County Regional Railroad Authority regarding the operating and capital cost sharing of the Central Corridor Transitway.

If you have questions or concerns, please advise.

Sincerely,


Peter Bell
Chair

Enclosure

c: w/enc: Hennepin County Commissioner Peter McLaughlin
Ramsey County Commissioner Rafael Ortega

www.metrocouncil.org

390 Robert Street North • St. Paul, MN 55101-1805 • (651) 602-1000 • Fax (651) 602-1550 • TTY (651) 291-0904

An Equal Opportunity Employer

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE METROPOLITAN COUNCIL,
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, AND
THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING FUTURE FUNDING
OF THE CENTRAL CORRIDOR TRANSITWAY**

This Memorandum of Understanding is entered into by and between the Metropolitan Council (Council), the Ramsey County Regional Railroad Authority (RCRRA), and the Hennepin County Regional Railroad Authority (HCRRA).

WHEREAS:

1. The parties to this Memorandum of Understanding (MOU) have been involved in various activities regarding the development of a Central Corridor Light Rail Transitway.
2. The Central Corridor Light Rail Transitway is contemplated to follow the route described in the draft environmental impact statement, running between Downtown Minneapolis and the Union Depot in Downtown St. Paul. However the parties acknowledge that modifications to the project described in the draft environmental impact statement will likely be necessary in order for the project to achieve an acceptable cost effectiveness index (CEI) score.
3. The State of Minnesota during the 2006 Legislative Session appropriated seven million eight hundred thousand dollars (\$7,800,000) to the Metropolitan Council in order to conduct environmental studies, complete preliminary engineering, and design the Central Corridor Transitway (also known as the Central Corridor LRT Project). The appropriation is contained in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.
4. The said appropriation includes the following language:

This appropriation is not available until the commissioner of finance has determined that, by September 1, 2006, the Metropolitan Council, the Ramsey County Regional Rail Authority, and the Hennepin County Regional Rail Authority have entered into a memorandum of understanding that specifies future expected funding shares for operating and capital for the Central Corridor Transit Way. The agreement must require that the named agencies be responsible for at least one-third of the state and local match to federal new-start capital funding.

5. This Memorandum of Understanding is being entered into by and between the parties in order to fulfill the requirements of the referenced law.

NOW, THEREFORE, the above-named parties hereby agree as follows:

ARTICLE 1. CAPITAL FUNDING

1.01 Agreement to Provide Local Capital Match Funds

With respect to any new-start capital funding that may become available for design and/or construction of the Central Corridor Light Rail Transitway, the RCRRA and HCRRA agree to provide funding for one-third of any required local match to the federal capital funds. The RCRRA share shall be 70% of such commitment and the HCRRA share shall be 30% of such commitment.

ARTICLE II: OPERATIONS FUNDING

2.01 Agreement to Provide Operations Funds

With respect to funding operations of Light Rail Transit (LRT) in the Central Corridor Transitway, the RCRRA and HCRRA agree to provide funding for one-half of the net subsidy amount needed to operate LRT in the transitway. The RCRRA share shall be 70% of one-half of such net subsidy amount and the HCRRA share shall be 30% of one-half of such net subsidy amount.

ARTICLE 3. GENERAL PROVISIONS

3.01 Amendments. The terms of this Memorandum of Understanding may only be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of all of the parties.

3.02 Assignment. No party may assign its obligations under this Memorandum of Understanding to another person or entity without the written consent of the other parties to this Memorandum of Understanding.

3.03 Interpretation. This Memorandum of Understanding is intended to implement the requirements for a Memorandum of Understanding in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4, and shall be interpreted accordingly.

3.04 Successors. This Memorandum of Understanding shall inure to the benefit of, and constitute a binding obligation upon, each party's successors and, if such assignment is consented to in accordance with section 3.02, each party's assigns.

3.05 Repeal or Modification. The parties recognize and acknowledge that the funding requirements in this Memorandum of Understanding may be repealed or modified by future law and that future amendment of this Memorandum of Understanding may be necessary in order to reflect any such changes in law.

3.06 Execution In Counterparts; Effective Date. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Memorandum of Understanding shall become effective when the executions of all parties are affixed to the document.

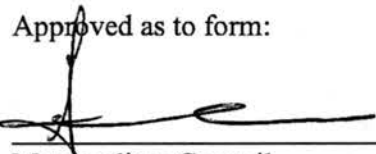
3.07 Submission to Commissioner of Finance. The Metropolitan Council, on behalf of the parties, shall submit an executed copy of this Memorandum of Understanding to the Commissioner of Finance so that the Commissioner can make the determination provided for in 2006 Minnesota Laws, Chapter 258, Section 17, Subdivision 4.

3.08 Subsequent Agreements. The parties acknowledge that future amendments and/or agreements may be necessary to address implementation issues arising from this MOU, and agree to use good faith efforts to resolve any such issues. Such issues may include, but are not limited to, the definition of "subsidy," and the impact of additional federal or local funds on the capital cost allocation .

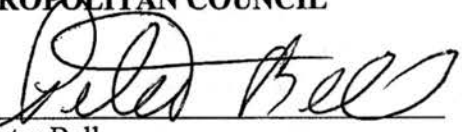
3.09 Conflict Resolution. If a dispute should arise between or among the parties to this Memorandum of Understanding with respect to any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Memorandum of Understanding, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Memorandum of Understanding entered into prior to mediation which specifically addresses the responsibility of each party for the expenses of such mediation.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

Approved as to form:


Metropolitan Council
Office of General Counsel

METROPOLITAN COUNCIL

By: 
Peter Bell
Chair

Date: 8-29-06

Reviewed by County Attorney's Office

By: *Carl MacMillan*

Date: 8/29/06

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: *Rafael E. Ortega*

Its: Chair

Date: _____

By: *Kathryn DeSpiegelare*

Kathryn DeSpiegelare

Its: Director

Date: 8/29/06

Reviewed by County Attorney's Office

By: _____

Date: _____

8/29/06

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____

Chair of Its Board

Date: _____

8/29/06

By: _____

Its Executive/Députy Director

Date: _____

8/29/06

Attest: _____

Clerk/Deputy Clerk of Its Board

Date: _____

8/29/06

EXHIBIT B
PROJECT BUDGET

DRAFT

EXHIBIT C
FORM OF
SUBORDINATE FUNDING AGREEMENT

DRAFT

Reference Numbers

CCLRT Project:

Metropolitan Council:

Entity:

PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

MASTER AGREEMENT REFERENCE: JOINT POWERS AND MASTER FUNDING AGREEMENT - ENTITY

PARTIES TO MASTER AGREEMENT:

- **Metropolitan Council**
- **Entity**

**SUBORDINATE FUNDING AGREEMENT
NUMBER ENTITY - __**

This Subordinate Funding Agreement Number Entity - __ is entered into by and between the above-named parties.

WHEREAS:

1. The parties entered into a Central Corridor Light Rail Project ("Project") Joint Powers and Master Funding Agreement, effective _____.
2. The parties provided in that agreement that certain aspects of funding for the Project would be determined in subsequent Subordinate Funding Agreements.
3. The parties desire to enter into this Subordinate Funding Agreement in order to provide funding for the Project as described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Agreement.

2. Funding.

3. Integration. The terms, conditions and definitions of the Central Corridor Light Rail Project Joint Powers and Master Funding Agreement, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

ENTITY

METROPOLITAN COUNCIL

By: _____

By: _____

Its: _____
Title

Thomas Weaver
Regional Administrator

Date: _____

Date: _____

Approved as to form:

Metropolitan Council
Office of General Counsel

EXHIBIT D

SPECIFIC FEDERAL CLAUSES

(For the purposes of this exhibit, the term "CONTRACTOR" shall refer to the "Commissioner")

1. Fly America Requirements. The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Energy Conservation. The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

3. Access to Records and Reports. The CONTRACTOR agrees to provide the COUNCIL, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight (PMO) contractor, access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce such documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In addition to any requirements for maintenance of project records and documents in other sections of this Contract, CONTRACTOR agrees to maintain such records and documents until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all litigation, appeals, claims or exceptions arising from the performance of this Contract

4. Federal Changes. The CONTRACTOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

5. Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.

6. No Obligation by the Federal Government. The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of this Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

7. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 CFR part 31, apply to its actions pertaining to this contract. Upon execution of this contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

8. Civil Rights. The following requirements apply to this Contract:

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 42 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

b. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 532, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. **Inclusion in Subcontracts.** The CONTRACTOR agrees to include the requirements of this Section 15.08 in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

9. **Disadvantaged Business Enterprise ("DBE").**

1. **Nondiscrimination.** Pursuant to 49 CFR section 26.13, the CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this contract.

a. **Prompt Payment.** The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of the CONTRACTOR's receipt of payment of retainage from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL. The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this contract and the imposition of Administrative Sanctions described in paragraph 6 below.

10. **Incorporation of FTA Terms.** Specific provisions in this contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set

forth in 49 CFR section 18.36 and FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

11. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

12. Clean Water. The provisions of this section 15.11 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Certification of Restrictions on Lobbying; Disclosure. The provisions of this Section 15.12 apply only if the amount of this contract (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

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

The CONTRACTOR further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the CONTRACTOR in this agreement, the

CONTRACTOR shall complete and submit to the COUNCIL, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by CONTRACTOR in connection with this project and incorporated in, and made a part of, this contract) are material representations of fact upon which the COUNCIL relies when this contract is made.

14. Clean Air. The provisions of this section 15.13 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Integrity Certification. The provisions of this section 15.14 apply only if the amount of this contract (including the value of any amendments thereto) exceeds \$100,000.

By signing this contract, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

EXHIBIT E
FEDERAL CERTIFICATIONS AND ASSURANCES

DRAFT

FEDERAL FISCAL YEAR 2007 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2007. FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://ftateamweb.fta.dot.gov>.

Twenty-three (23) Categories of certifications and assurances are listed by numbers 01 through 23 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients," and on the opposite side of the Signature Page(s) at the end of this document. Category 01 applies to all Applicants. Category 02 applies to all applications exceeding \$100,000. Categories 03 through 23 will apply to and be required for some, but not all, Applicants and projects.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(13) for Federal Fiscal Year 2007 at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the Master Agreement incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances irrespective of participation in the project by any subrecipient.

01. FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Unless FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race,

color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which

- prohibits discrimination on the basis of disability;
- (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to

- all displaced persons regardless of race, color, religion, or national origin;
- (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
 - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
 - (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
 - (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
 - (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
 - (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
 - (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
 - (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and

specifications, and will furnish progress reports and such other information as may be required by FTA or the state;

- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
- (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
 - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
 - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
 - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c ; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt 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 regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt 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 any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements,

- contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system are incapable of compliance with Federal laws, regulations and directives governing procurements financed with FTA assistance.

The Applicant certifies that its procurements and procurement system will comply with all applicable third party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing.

04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the project preceded by adequate prior public notice of the proposed project, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served;
- B. Held a public hearing on the project if the project affects significant economic, social, or environmental interests after providing adequate notice as described above;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the urban area.

06. ACQUISITION OF ROLLING STOCK

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance to acquire capital assets by lease is required to provide the following certifications. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

- A. Will have been tested at FTA's bus testing facility; and
- B. Will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.7, the Applicant agrees that it and each subrecipient, lessee, and third party contractor at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands that:
 - (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,

- (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
- (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant agrees that it and each subrecipient, lessee, or third party contractor at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands that:
 - (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,
 - (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
 - (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11"

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. When the Applicant's service is viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated

setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12"

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Alternative Transportation in Parks and Public Lands Program is required to provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture" is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's

commitment to comply with applicable ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, "the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the

Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula assistance to any Applicant that has received Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(1), unless a quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list for the urbanized area. Beginning this Federal fiscal year 2007, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307,

and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have

expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the state or state organization serving as the Applicant on behalf of the state, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more

- than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308:
 - (1) will use competitive procurement (as defined or approved by the Secretary),
 - (2) will not use exclusionary or discriminatory specifications in its procurements,
 - (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
 - G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and
 - 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
 - I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
 - J. The Applicant certifies that it will use only clean fuels to operate any vehicles financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308, and in particular that it will use only ultra-low sulfur diesel fuel to operate "clean diesel" buses financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA PROGRAM AND PILOT PROGRAM

The State or State organization (State) that administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf of itself and its subrecipients is required to provide the following certifications on behalf of itself and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the State provides these certifications by selecting Category "17."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012b(3) and (4), for the local share, and that those

funds will be provided from approved non-Federal sources except as permitted by Federal law; and

- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is

needed before the Secretary or his or her designee can make those determinations, each State is requested to provide the following assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category "(18)."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of the amounts of Federal assistance authorized under 49 U.S.C. 5311 that have been provided to the State to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being

adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316:
 - (1) will use competitive procurement (as defined or approved by the Secretary),
 - (2) will not use exclusionary or discriminatory specifications in its procurements,
 - (3) will comply with applicable Buy America laws, and
 - (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts

- available for the JARC Formula Grant Program, 49 U.S.C. 5316, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
 - (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
 - C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
 - D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
 - E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives

- of public, private, and nonprofit transportation and human services providers and participation by the public; and
- F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317:
 - (1) will use competitive procurement (as defined or approved by the Secretary),
 - (2) will not use exclusionary or discriminatory specifications in its procurements,
 - (3) will comply with applicable Buy America laws, and
 - (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party

- procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
 - C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
 - D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
 - E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public

21. ALTERNATIVE TRANSPORTATION IN PARKS AND PUBLIC LANDS PROGRAM

Each State, tribal area, or local government authority that is an Applicant for Alternative Transportation in Parks and Public Lands Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Alternative Transportation in Parks and Public Lands Program assistance to the Applicant until the Applicant provides these certifications by selecting Category "21."

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Alternative Transportation in Parks and Public Lands Program assistance to the extent the Federal Transit Administrator or his or her designee

determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including safety and security aspects of that project;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Alternative Transportation in Parks and Public Lands Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- (7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.

B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that

it will:

- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
- (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
- (3) Consult with the appropriate Federal land management agency during the planning process.

22. INFRASTRUCTURE FINANCE PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category "22."

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
 - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and

submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

- (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

23. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA.. FTA may not award assistance for the SIB Program to the State until the State provides these assurances by selecting Category "23."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program; and
- C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB

Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement.

- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action.

##

Selection and Signature Page(s) follow.

DISCONTINUED

**FEDERAL FISCAL YEAR 2007 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant:

The Applicant agrees to comply with applicable provisions of Categories 01 – 23.

OR

**The Applicant agrees to comply with the applicable provisions of the following
Categories it has selected:**

<u>Category</u>	<u>Description</u>
-----------------	--------------------

01.	For Each Applicant.
-----	---------------------

02.	Lobbying.
-----	-----------

03.	Procurement Compliance.
-----	-------------------------

04.	Private Providers of Public Transportation.
-----	---

05.	Public Hearing.
-----	-----------------

06.	Acquisition of Rolling Stock.
-----	-------------------------------

07.	Acquisition of Capital Assets by Lease.
-----	---

08.	Bus Testing.
-----	--------------

09.	Charter Service Agreement.
-----	----------------------------

10.	School Transportation Agreement.
-----	----------------------------------

11.	Demand Responsive Service.
-----	----------------------------

12.	Alcohol Misuse and Prohibited Drug Use.
-----	---

FEDERAL FISCAL YEAR 2007 FTA CERTIFICATIONS AND ASSURANCES
SIGNATURE PAGE

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant:

Name and Relationship of Authorized Representative:

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2007.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2007.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____

Date: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant):

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____

Date: _____

Name _____

Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

EXHIBIT F

METROPOLITAN COUNCIL ("COUNCIL") DISADVANTAGED BUSINESS ENTERPRISE (DBE) PASS THROUGH AGREEMENT AND PROGRAM

1.0 METROPOLITAN COUNCIL DBE POLICY

- 1.1 Policy Statement
- 1.2 Objectives

2.0 DBE PROGRAM DEFINITIONS

3.0 RESPONSIBILITY FOR DBE PROGRAM IMPLEMENTATION

- 3.1 Duties of Grantee DBE Liaison Officer
- 3.2 Responsibilities of Support Personnel

4.0 DBE DIRECTORY

5.0 DETERMINING, MEETING AND COUNTING OVERALL ANNUAL DBE GOALS FOR FEDERALLY-ASSISTED CONTRACTS

- 5.1 Contract Goals
- 5.2 Good Faith Efforts
- 5.3 Counting DBE Participation
- 5.4 Quotas, Set-Asides, and Penalties

6.0 REQUIRED CONTRACT PROVISIONS

- 6.1 Assurances
- 6.2 Prompt Payment
- 6.3 Legal and Contract Remedies
- 6.4 Contractor Reporting Requirements

7.0 RECORD KEEPING, MONITORING AND ENFORCEMENT

- 7.1 Bidders List
- 7.2 Monitoring Payments to DBEs
- 7.3 Reporting to the Metropolitan Council
- 7.4 Confidentiality of Information
- 7.5 Intimidation and Retaliation Prohibited

1.0 METROPOLITAN COUNCIL DBE POLICY

1.1 Policy Statement

In accordance with 49 CFR sections 26.3, 26.7, 26.21, and 26.23, Grantee hereby affirms the Metropolitan Council's policy to utilize businesses owned and controlled by socially and economically disadvantaged individuals in the procurement of goods and services, and the award of contracts. Grantee will, in accordance with authority granted by DOT regulations, other federal, state and local laws and ordinances, act affirmatively to create a "level playing field" for Disadvantaged Business Enterprises (DBEs) to achieve the goal of equal opportunity.

Grantee recognizes that creating a "level playing field" for DBEs can only be achieved through the energetic implementation of the Council's plan and the commitment of all Grantee's employees, committees and contractors to the goals of equal opportunity.

This policy statement will be circulated throughout the Grantee's organization, and to the DBE and non-DBE business communities that perform work on these DOT-assisted contracts.

In addition, Grantee will not:

1. Exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, or national origin.
2. In administering the DBE program, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin.

1.2 Objectives

In accordance with 49 CFR section 26.1, the objectives of the Metropolitan Council's DBE program are:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Metropolitan Council's financial assistance programs.
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
3. To ensure that the Metropolitan Council's DBE program is narrowly tailored in accordance with applicable law.
4. To ensure that only firms that fully meet program eligibility standards are permitted to participate as DBEs.
5. To remove barriers to the participation of DBEs in DOT-assisted contracts.
6. To assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
7. To utilize the flexibility accorded by Federal financial assistance to establish and provide opportunities for DBEs.

These objectives are passed on to the Grantee. The Grantee accepts these objectives as their own.

2.0 PROGRAM DEFINITIONS

In accordance with 49 CFR section 26.5, the following definitions apply to the Metropolitan Council's DBE pass through program.

AFFILIATION As defined in the Small Business Administration (SBA) regulations, 13 CFR part 121:

1. Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - a. One concern controls or has the power to control the other;
 - b. A third party or parties controls or has the power to control both;
or

- c. An identity of interest between or among parties exists such that affiliation may be found.
- 2. In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

AFFIRMATIVE ACTION Specific and positive activities undertaken by the Metropolitan Council and its contractors to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged business enterprises fully in contracts and programs funded by the DOT.

ALASKA NATIVE A citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

ALASKA NATIVE CORPORATION Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

APPLICANT One who submits an application, request, or plan to be approved by the MnUCP as a condition of eligibility for DOT financial assistance.

COMMERCIALLY USEFUL FUNCTION Work performed by a DBE firm in a particular transaction that in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the MnUCP's judgement, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

COMPLIANCE The condition existing when a recipient or contractor has correctly implemented the requirements of the program.

CONTRACT A legally binding relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this part, a lease is a contract.

CONTRACTING OPPORTUNITY Any decision by the Metropolitan Council or its contractors to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

CONTRACTOR One who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program covered by this part; and includes lessees.

DBE DIRECTORY The MnUCP's list of Certified and Denied Firms which is used by the Metropolitan Council and its contractors to identify DBE potential prime and subcontractors and suppliers.

DEPARTMENT OR DOT The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHA), the Federal Transportation Agency (FTA), and the Federal Aviation Administration (FAA).

DISADVANTAGED BUSINESS ENTERPRISE (DBE) A for-profit small business concern:

- ☐ That is at least 51% owned by one or more individuals who are both socially and economically disadvantaged; or in the case of a corporation, in which at least 51% of the stock is owned by one or more such individuals; and

- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DRAFT

DOT-ASSISTED CONTRACT Any contract or modification of a contract between the Metropolitan Council and a contractor (at any tier) that is funded for in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

EQUAL OPPORTUNITY The requirements of non-discrimination in employment with regard to race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex.

GOAL The annual percentage of DOT-assisted dollars intended to be awarded to DBEs. The annual overall DBE goal is achieved through a combination of race-neutral and race-conscious measures, including contract-specific goals.

GOOD FAITH EFFORTS Efforts to achieve a DBE goal or other requirement of the program, which by their scope, intensity, and appropriateness to the objective, can be expected to fulfill the program requirement.

IMMEDIATE FAMILY MEMBER Father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

INDIAN TRIBE Any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in these definitions.

JOINT DEVELOPMENT The planning and implementation of an income producing real estate development which is adjacent to or physically related to an existing or proposed public transportation facility (e.g. transit station, Park and Ride, or bus facility).

JOINT VENTURE An association of a DBE firm and one or more other firms to carry out a single for profit business enterprise, for which the parties contribute their property, capital, efforts, skills, and knowledge, and in which the DBEs responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital, contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

LESSEE A business or person that leases, or is negotiating to lease, property from a recipient or the department on the recipient's or department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

LEVEL PLAYING FIELD The objective of the DOT and Metropolitan Council DBE program; wherein an environment is created to achieve the level of participation by DBEs that would reasonably be expected in the absence of discrimination.

MANUFACTURER A business that operates, or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

MINORITY A person who is a U.S. citizen or lawful permanent resident of the U.S. and who is

a:

- a. "Black American", which includes persons having origins in any of the black racial groups of Africa.
- b. "Hispanic American", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.
- c. "Native American", which includes persons that are American Indians, Eskimos, Aleuts or Native Hawaiians.
- d. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; or
- e. "Asian-Indian American", which includes persons whose origins are from India, Pakistan, and Bangladesh.

NATIVE HAWAIIAN Any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

NATIVE HAWAIIAN ORGANIZATION Any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered under the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

NONCOMPLIANCE The condition existing when a recipient or contractor has not correctly implemented the requirements of the program.

OPERATING ADMINISTRATION OR OA Any of the following parts of the DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

PERSONAL NET WORTH The net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

PRE-BID/PRE-PROPOSAL CONFERENCE A meeting held by the MnUCP, prior to the bid/proposal closing date of a particular project, at which prospective bidders/proposers are advised of Metropolitan Council specification requirements, which include DBE provisions.

PRE-BID/PRE-CONSTRUCTION CONFERENCE A meeting held by the MnUCP prior to solicitation at which the prospective prime contractors are advised of its federal compliance obligations and other technical & administrative requirements.

PREPONDERANCE OF THE EVIDENCE The standard of evidence used in DBE eligibility criteria. Pertains to the total context of factual submissions.

PRIMARY RECIPIENT A recipient who received DOT financial assistance and passes some or all of this assistance on to another recipient.

PROGRAM Any undertaking by a recipient to use DOT financial assistance, and includes the entire activity any part of which receives DOT financial assistance.

RECIPIENT The entity, public or private, to which DOT financial assistance is pass through, via the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

RELATIVE AVAILABILITY The percentage of available DBE firms in light of local circumstances and the number of total available firms.

SECRETARY The secretary of transportation or his/her designee.

SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS (for purposes of DOT-assisted projects) Any individual who is a citizen (or lawfully admitted permanent resident) of the United States, and who is:

- a. Any individual who the MnUCP finds to be a socially and economically disadvantaged individual on a case-by-case basis;
- b. Women (regardless of race, ethnicity or origin); or

- c. Individuals found to be socially and economically disadvantaged by the U.S. SBA pursuant to Section 8(a) of the Small Business Act.

The MnUCP will make a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. The MnUCP may, on a case-by-case basis, determine or accept the determination by another DOT recipient, individuals who are socially and economically disadvantaged in accordance with 49 CFR 23, Subpart D, Appendix C.

SUBRECIPIENT The entity, public or private, to which DOT financial assistance is pass through via the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

TRIBALLY-OWNED CONCERN Any concern that at least 51% owned by an Indian tribe as defined in these definitions.

U.S. DOT REGULATIONS (49 CFR part 23 and part 26) Federal rules and regulations published in the Federal Register dated March 31, 1980; amended April 27, 1981; July 21, 1983; October 21, 1987; and March 4, 1999; by the Department of Transportation, Office of the Secretary; entitled "Participation by [Minority Business Enterprise] in Department of Transportation Programs" and codified at Title 49, Code of Federal Regulations, Part 23.

DBE LIAISON OFFICER The official designated by the head of the department element to have overall responsibility for promotion of DBE participation.

3.0 RESPONSIBILITY FOR DBE PROGRAM IMPLEMENTATION

1. The Chair of the Metropolitan Council has overall responsibility for the Council's DBE program, and performs the role of providing policy leadership regarding the involvement of DBEs in the activities of the Metropolitan Council.
2. The Regional Administrator has responsibility for establishing and maintaining a program to promote the Metropolitan Council's DBE program. This responsibility will be carried out in conjunction with the Metropolitan Council DBE Liaison Officer.
3. In accordance with 49 CFR section 26.25, the Metropolitan Council has designated its Director, Office of Diversity and Equal Opportunity as its DBE Liaison Officer, responsible for implementing all aspects of the DBE program. The Council DBE Liaison Officer shall have direct and independent access to, and direct communication with, the Regional Administrator concerning DBE program matters.

4. The Grantee shall designate an employee who has responsibility for establishing and maintaining the Grantees DBE pass through agreement and program. This person is referred to as the "Grantee DBE Liaison Officer." The Grantee DBE Liaison Officer's responsibilities will be carried out in conjunction with the Council DBE Liaison Officer.
5. The Grantee shall notify the Council DBE Liaison Officer of the person designated as the Grantee DBE Liaison Officer.
6. The Grantee DBE Liaison Officer shall work directly with the Metropolitan Council DBE Liaison Officer to ensure the program's success.
7. The Grantee's department directors, division directors and managers of operating elements have responsibility for effectively carrying out this program within their particular departments. Each department director will include DBE contracting efforts as a factor in regular contract review activities.

3.1 Duties of Grantee DBE Liaison Officer

The responsibilities of the Grantee DBE Liaison Officer include:

1. Providing compliance and goal achievement information to the Metropolitan Council DBE Liaison Officer. This includes:
 - a. Surveying the DBE community for development of contract goal-setting data and conducting outreach in order to increase business opportunities to DBEs.
 - c. Analyzing Grantee's contract opportunities available for DBEs.
 - d. Establishing defensible contract-specific goals no less than the Metropolitan Council's approved overall DBE program goal.
 - e. Conducting periodic training of Grantee's project managers on DBE responsibilities.
2. Monitoring contractor/grantee compliance with DBE commitments, maintaining accurate records, demonstrating DBE efforts and accomplishments, and determining compliance. This includes:
 - a. Issuing periodic reports to the Metropolitan Council DBE Liaison Officer concerning DBE compliance or non-compliance of contractors and staff with the requirements of this program.

- b. Attending meetings of the Grantee's board or council at which time these matters are considered; and responding to queries from Grantee's board or council members.
 - c. Compiling DBE statistical and narrative reports for the Metropolitan Council.
 - d. Reviewing contractor's good faith efforts to meet the DBE goal committed to in the bid or proposal throughout the performance of the contract.
 - e. Reviewing and recommending to Grantee's project managers the approval or disapproval of a prime contractor's request to substitute a DBE.
 - f. Reviewing contractor's violation of DBE utilization requirements; recommending any appropriate administrative sanctions to be imposed in accordance with 49 CFR part 26; and coordinating imposition of administrative sanctions with the Metropolitan Council DBE Liaison Officer.
3. Participating on Proposal/Bid Evaluation Teams.
4. Participating in prebid and preproposal meetings with potential prime and DBE contractors.
5. Evaluating bids and proposals for compliance with DBE requirements, including bidder's good faith efforts.
6. Monitoring contractor's compliance with DBE utilization goals.
7. Coordinating dispute resolution through process established in partnering workshops with contract representatives, vendors and others regarding DBE program.
8. Conducting compliance reviews.
9. Conducting on-site verification and interviews.

3.2 Responsibilities of Support Personnel

Grantee's personnel from other Departments share the responsibility for ensuring the effective implementation of the DBE program. They shall give their full cooperation and active support to the Grantee DBE Liaison and his/her designee(s) in this effort.

3.2.1 Legal Counsel

The responsibilities of the Grantee's Legal Counsel in support of the DBE Program include:

1. Addressing legal matters relating to DBE program implementation.
2. Rendering legal opinions regarding the interpretation of DBE bid specifications and contract provisions.
3. Representing the Grantee in all litigation matters involving DBE issues.

3.2.2 Director of Finance/Controller

The responsibilities of the Grantee's Director of Finance/Controller in support of the DBE Program include:

1. Ensuring the submittal of data to the Grantee DBE Liaison Officer to assist in the establishment of contract-specific goals.
2. Ensuring the submittal of financial data to assist the Grantee DBE Liaison Officer in reports to the Metropolitan Council.

3.2.3 Contracting / Procurement Department

The responsibilities of the Grantee's Contracting/Procurement Department in support of the DBE Program include:

1. Ensuring the timely forward of data to the Grantee DBE Liaison Officer to assist in the establishment of contract-specific goals, and the monitoring of contractors' DBE obligations.
2. Maintaining the Bidders List of prime and subcontractors in accordance with 49 CFR section 26.11.
3. Ensuring that the contract documents from the requesting project managers has been properly routed to the Grantee DBE Liaison Officer for determination of contract-specific DBE goals.
4. Providing the Grantee DBE Liaison Officer with draft scopes of work for

Invitations to Bid (IFBs), Requests for Proposals (RFPs), and Requests for Invitations for

Qualifications (RFIQs) to enable goal-setting, outreach and, where applicable, development of appropriate DBE language.

5. Providing the Grantee DBE Liaison Officer with copies of all final IFBs, RFPs, RFIQs, purchase orders (POs), mailing lists and advanced notices.
6. Incorporating DBE goals and appropriate DBE and contract compliance language into IFBs, RFPs, and RFIQs.
7. Informing the Grantee DBE Liaison Officer of any changes to IFBs, RFPs, RFIQs and POs prior to solicitation.
8. Sending IFBs, RFPs, RFIQs and POs to DBEs referred by the Grantee DBE Liaison Officer.
9. Placing IFB, RFP, RFIQ, and PO notices in minority-focused newspapers and websites.
10. Notifying the Grantee DBE Liaison Officer of scheduled pre-bid, pre-proposal and pre-construction conferences.
11. Ensuring that the Grantee DBE Liaison Officer's designee serves on all formal Proposal/Bid Evaluation Teams.
12. Forwarding copies of bids/proposals to the Grantee DBE Liaison Officer for evaluation of compliance with DBE requirements.
13. Maintaining computerized data on purchase orders and contracts to enable compilation DBE progress reports to the Metropolitan Council.
14. Ensuring that all procurement department staff:

- a. Receive adequate orientation on DBE policies and procedures.
 - b. Refer all potentially eligible vendors to apply for DBE certification.
 - c. Utilize the MnUCP's DBE Directory to seek potential vendors.
 - d. Solicit quotes from at least one DBE (in commodities or services where DBEs are identified) for informal procurements.
15. Incorporating applicable DBE provisions into all contracts.
 16. Ensuring that RFPs, RFIs, and IFBs do not contain requirements that may unnecessarily restrict or eliminate DBEs from competing.
 17. Facilitating release to DBEs of public documents that provide non-proprietary information on prior winning bids and proposals.
 18. Notifying the Grantee DBE Liaison Officer when the project scope, funding or other changes affecting the attainment of a DBE goal, is made.

3.2.4 Grantee's Project Managers

The responsibilities of Grantee Project Managers in support of the DBE Program include:

1. Ensuring the timely submittal of data to the Grantee DBE Liaison Officer to assist in the establishment of contract-specific goals, and the monitoring of contractors' DBE obligations.
2. Becoming familiar with the procedures in this document, including but not limited to, attending orientation sessions conducted by the Grantee DBE Liaison Officer concerning contract procurement and administration, and DBE procedures.
3. Providing the contracting/procurement department with a complete initial contract /procurement documentation.
4. Utilizing the DBE directory to search for potential DBE vendors.

5. Providing maximum opportunity to DBEs by initiating informal competitive procurement procedures for DBEs to compete for contracts within their respective areas that do not require solicitation of formal, public bids or proposals.
6. Referring all potentially eligible firms to apply for DBE certification.
7. For contracts with DBE goals, ensuring that:
 - a. DBEs maintain current DBE certification by verifying their status with the contract compliance function of the DBE Liaison.
 - b. DBEs are utilized in accordance with the terms of the contract.
 - c. Potential DBE utilization problems are immediately referred to the Grantee DBE Liaison Officer.
 - d. The prime contractor continues to outreach to DBEs for additional business opportunities that result during the performance of the contract.
 - e. Referring all requests for DBE substitution to the Grantee DBE Liaison Officer and conferring with him or her in granting or denying the request.
8. Packaging individual contracts in a manner to maximize the ability of DBEs to compete favorably and ensuring that RFPs, RFIQs, and IFBs do not contain unnecessary requirements that could unduly restrict or eliminate DBEs from competing.
9. Informing the Grantee DBE Liaison Officer of the scheduled pre-bid conference.
10. Informing the Grantee DBE Liaison Officer of any potential problems concerning DBE utilization during contract administration.

4.0 DBE Directory

1. In accordance with 49 CFR section 26.31, the Minnesota Uniform Certification Program (MnUCP) maintains a current directory of DBE firms certified to do work with the Metropolitan Council. The directory includes the following minimum information for each firm:
 - a. Name.
 - b. Address.
 - c. Phone number/fax number/e-mail.
 - d. Types of work certified to perform.
 - e. NAICS, ethnicity & certification dates
2. The DBE directory is available to the public electronically, on the Internet, and in print format. Electronic formats will be updated as appropriate; and the entire directory will be updated at least annually.
3. The DBE Directory shall serve as a source list to help in identifying DBEs with capabilities relative to contracting solicitations. The directory will be available to bidders and proposers during normal business hours to assist in their efforts to meet DBE requirements. The directory will be categorized by type of firm to facilitate identifying businesses with capabilities relative to a particular specification.

5.0 DETERMINING, MEETING AND COUNTING OVERALL ANNUAL DBE GOALS FOR FEDERALLY-ASSISTED CONTRACTS

Pursuant to 49 CFR section 26.45, the Metropolitan Council will establish an annual overall DBE goal through a two-step process consisting of (a) establishing a base figure; and (b) adjusting the base figure. In accordance with 49 CFR Part 26 the Metropolitan Council will pass through it's established goal to the Grantee.

5.1 Contract Goals

Grantee will set contract-specific goals as follows:

1. The Grantee DBE Liaison Officer will receive from the requesting project manager initial contracting documentation for each purchase requisition over \$50,000.
2. The Grantee DBE Liaison Officer will consult with the Metropolitan Council DBE Liaison Officer, the project manager and the Contracting/ Procurement department to determine the level and type of subcontracting opportunities for goal setting.
3. The Grantee DBE Liaison Officer will conduct an in-depth analysis of the DBE availability within the identified contract. The contract-specific goal will be no less than the Metropolitan Council's overall DBE program goal.
4. The Grantee DBE Liaison Officer will provide the contract-specific goal to the Contracting/ Procurement department and the project manager for incorporation into the appropriate solicitation documents. A report of the contract-specific goal will be given to the Metropolitan Council DBE Liaison Officer prior to release of IFBs, RFPs, RFIQs.

5.2 Good Faith Efforts

In accordance with 49 CFR section 26.53, the following guidelines will apply to good faith efforts.

1. For all contracts where goals are set, regardless of contract size, prime contractors will be required to propose the participation of specific DBEs to either (a) meet the goal; or (b) demonstrate good faith efforts to meet the goal in their bid or proposal.
2. Bidders must submit with their bids/proposals, written confirmation of their commitment to use DBEs subcontractor(s), whose participation it submits to meet a contract-specific goal; and identify in their Bid (on the List of Proposed DBEs) all DBEs proposed to participate in the contract, regardless of their percent of participation. The List of Proposed DBEs will include:
 - a. A description of how DBE firms will participate in this contract. The DBE goal may be satisfied by a commitment to DBE participation in the contract as a prime contractor, joint venture partner, subcontractor, trucker, or supplier.

- b. The name and address of each DBE prime contractor, joint venture partner, subcontractor, trucker or supplier that the bidder intends to credit toward the DBE goal. The complete legal business name as used for DBE certification shall be identified on the form.
 - c. A description of the work to be performed or materials to be supplied by each DBE.
 - d. The estimated dollar value of each DBEs participation in the contract.
 - e. The estimated percent of the total bid for each DBE. The percentage allocated for each DBE must be in accordance with the provisions for performing a commercially useful function, as required by 49 CFR section 26.55.
3. All bidders must submit in their bid/proposal written confirmation from the DBE(s) participating in the contract as provided in the prime contractor's commitment.
4. If the List of Proposed DBEs does not demonstrate meeting the contract-specific goal, bidders must complete and submit a Good Faith Efforts Summary form with the bid/proposal. Grantee will report findings to the Metropolitan Council DBE Liaison Officer prior to award of contract.
5. The Grantee DBE Liaison Officer will determine whether a contractor made sufficient good faith efforts to meet the goal in accordance with the guidelines set forth in 49 CFR section 26.53, and Appendix A thereto. The bidder must show that they took all necessary and reasonable steps to achieve a DBE goal or other requirement of 49 CFR Part 26 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. Compliance will be determined on a case-by-case basis, based on a review of documentation of the following types of activities:
- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where

appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs. The bidder has the responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- e. A bidder using good business judgement would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- f. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

- g. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - h. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 - i. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal offices of minority/women business assistance; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
 - j. The performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts; the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.
6. Any of the following conditions will constitute failure to meet the goal:
- a. The total percentage participation by DBE firms reflected on the List of Proposed DBEs is less than the DBE goal set forth in the procurement.
 - b. Firms on the List of Proposed DBEs whose participation are being credited toward meeting the DBE goal, but are not certified by the MnUCP as DBEs as of the execution of the contract.
7. If the Grantee DBE Liaison Officer determines that the apparent successful bidder has failed to meet the Good Faith Efforts requirements of this program, it will, before contract award, provide the bidder an opportunity for administrative reconsideration. The bidder will have the opportunity to:

- a. Provide a written documentation or argument concerning the issue of whether the bidder met the goal or made adequate good faith efforts to do so.
 - b. Meet in person with the Grantee DBE Liaison Officer to discuss the issue of whether the bidder met the goal or made adequate good faith efforts to do so.
8. The Grantee DBE Liaison will send the bidder a written decision on its reconsideration, explaining the basis of whether it met the goal or made adequate good faith efforts to do so.
9. In accordance with 49 CFR section 26.53, the result of the Grantee DBE Liaison Officer reconsideration process is not subject to administrative appeal to the Department of Transportation.
10. In "design-build" or "turnkey" contracting situations where the Grantee lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, the Grantee will set a goal for the project. The Grantee DBE Liaison Officer will provide the contract-specific goal to the Contracting/Procurement department and the project manager for incorporation into the appropriate solicitation documents. A report of the contract-specific goal will be given to the Metropolitan Council DBE Liaison Officer prior to release of IFBs, RFPs, RFIQs. The master contractor then must establish contract-specific goals, as appropriate, for all subcontracts it lets. The Grantee will monitor the master contractor's activities to ensure that they are consistent with the requirements of the program.

11. The Grantee will require that prime contractors not terminate for convenience a DBE subcontractor listed on the List of Proposed DBEs (or an approved substitute DBE) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent of the Grantee DBE Liaison Officer.

12. If a DBE subcontractor is terminated or fails to complete its work on a contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract-specific goal.

13. These good faith efforts requirements also apply to DBE bidders/proposers for prime contracts. The work proposed to be performed with its own work force as well as work committed to DBE subcontractors and suppliers will count toward the contract-specific goal.

5.3 Counting DBE Participation

In accordance with 49 CFR section 26.55, the Grantee will utilize the following guidelines in determining the percentage of DBE participation that will be counted toward the overall DBE goal:

1. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of the regulations at the time of the execution of the contract, the firm's participation toward any DBE goals will not be counted, except as provided in 49 CFR section 26.87(I).
2. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

3. The participation of a DBE subcontractor toward the prime contractor's DBE achievements or the overall goal will not be counted until the amount being counted toward the goal has been paid to the DBE.
4. When a DBE participates in a contract, the value of the work actually performed will be counted as follows:
 - a. The entire amount of that portion of a construction contract (or other contract not covered by paragraph 49 CFR part 26.55 that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - b. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided that the Grantee determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, the Grantee will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. The Grantee will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract:
 - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Grantee will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is

actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

- b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
 - c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
 - d. When a DBE is presumed not to be performing a commercially useful function as provided in this program, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 - e. The Grantee's decisions on matters of whether a DBE performs a commercially useful functions are subject to review by the concerned operating administration, but is not subject to an administrative appeal to DOT.
7. The Grantee will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
- a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on its contract.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases

trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - f. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.
8. The Grantee will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. The Grantee will count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 - b. The Grantee will count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business.
9. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
10. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place

of business as provided in 49 CFR section 26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.

11. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 49 CFR section 26.55(e)(2).
12. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Grantee will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the Grantee has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The Grantee will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

5.4 Quotas, Set-Asides and Penalties

1. Pursuant to 49 CFR section 26.43, the Grantee will utilize the following guidelines for use of quotas and set-asides:
 - a. The Grantee will not use quotas for DBEs on DOT-assisted contracts subject to the regulations of 49 CFR Part 26.
 - b. The Grantee has the discretion to use set-aside contracts only in limited and extreme circumstances, when no other method could be reasonably expected to redress egregious instances of discrimination.
2. In accordance with 49 CFR section 26.47, the Grantee will not be penalized or be held in non-compliance with the regulations because DBE participation falls short of its overall goal, unless the Grantee has failed to administer its program in good faith.

6.0 REQUIRED CONTRACT PROVISIONS

6.1 Assurances

1. In accordance with 49 CFR section 26.13, Grantee makes the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required under 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

2. In accordance with 49 CFR section 26.13, each contract the Grantee signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

6.2 Prompt Payment

In accordance with 49 CFR section 26.29, the Grantee shall establish:

1. A contract clause requiring prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 5 days from receipt of each payment that the Grantee makes to the prime contractor. This clause requires the return of retainage payments from the prime contractor to the subcontractor within 10 days after the contractor receives payment from the Grantee. This clause also provides for:

- a. Appropriate penalties for failure to comply, in accordance with terms and conditions set by the Grantee.
 - b. That any delay or postponement of payment among the parties may take place only for good cause, with the Grantee's prior written approval.
2. The Grantee shall also establish as part of its DBE program, the following additional mechanisms to ensure prompt payment:
 - a. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes as referred to in Section 3.1 of this program.
 - b. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. The Grantee may, consistent with the regulations and applicable state and local law, implement other mechanisms at its discretion, to ensure that DBEs and other contractors are fully and promptly paid.

6.3 Legal and Contract Remedies

1. In accordance with 49 CFR section 26.37, the Grantee will implement appropriate mechanisms to ensure compliance by all participants with program requirements, including that DBE commitments are actually performed by DBEs. This monitoring includes the review of monthly Summary of Subcontract Awards and Paid Report, and a provision that DBE participation is counted toward overall or contract goals only when payments are actually made to DBEs. The Grantee will apply all legal and contract remedies available under Federal, state, and local law as described in Section 6.3.1 of this program.
2. The contract compliance function of the Grantee DBE Liaison Officer will implement the monitoring aspect of the DBE program.
3. Non-compliance by the contractor with the requirements of the DBE regulations constitute a breach of contract and may result in termination of the contract,

liquidated damages or other appropriate remedy as set forth in Section 6.3.1 of this program.

4. Prior to execution of all contracts containing DBE goals the prime contractor will be directed to the contract specification for the Grantee's specific DBE reporting and record keeping requirements, as described in Section 6.4 of this program.

6.3.1 Administrative Sanctions

1. All contractors deemed to be in non-compliance will be informed in writing, by certified mail, by the Contracting/Procurement department that sanctions shall be imposed for failure to meet DBE utilization goals and/or submit documentation of good faith efforts. The Contractor will be given five (5) working days from the date of the notice to file a written appeal to the Grantee DBE Liaison Officer. Failure to respond within the five- (5) day period shall constitute a waiver of appeal. The notice will state the specific sanction to be imposed.
2. The Grantee DBE Liaison Officer or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. There shall be no right of appeal to the DOT.
3. Sanctions may include, but not be limited to:
 - a. Liquidated damages;
 - b. Suspension of payment to the contractor of any monies held by Grantee as retained on the contract;
 - c. The denial to the contractor (including its principal and key personnel) of the right to participate in future contracts of the Grantee for a period of up to three years; and
 - d. Contract termination.
 - e. The Grantee DBE Liaison Officer will recommend which sanction to apply.

6.4 Contractor Reporting Requirements

1. During the term of the contract, the contractor will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform in the contract, and that the contractor meets its DBE goal. These efforts shall include but not be limited to the following:

- a. Negotiating in good faith to attempt to finalize a subcontract agreement with DBEs committed to prior to contract award;
 - b. Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the contract;
 - c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting Grantee approval to substitute the DBE;
 - d. As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors and suppliers;
 - e. Timely submittal of complete and accurate DBE monthly reports in accordance with paragraph 3 below; and
 - f. Informing the Grantee's DBE Liaison in a timely manner of any problems anticipated in attaining the DBE participation goal committed to in the bid.
2. If a contractor requests a substitution of DBE subcontractors or suppliers, the contractor must exert good faith efforts to replace a DBE subcontractor with another DBE subcontractor subject to the approval of the Grantee DBE Liaison Officer.
3. The contractor will submit monthly progress reports to the Grantee DBE Liaison Officer, in conformance with the currently approved schedule, reflecting its DBE participation. A DBE Progress Project Report shall be submitted to comply with this reporting requirement. Failure to submit this report in a timely manner will result in the imposition of administrative.
4. The Grantee DBE Liaison Officer will review the contractor's monthly progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of the contractor as stated in its bid or proposal. The reports are forwarded to the Metropolitan Council DBE Liaison Officer.
5. If it is determined that the contractor's DBE utilization during performance of the contract is not consistent with the commitment thereto, the Grantee will request in writing that the contractor submit evidence of its good faith efforts to meet the goal. The

contractor shall be given ten (10) working days to submit this documentation. Failure to respond shall place the contractor in non-compliance, subject to sanctions as provided in the section on Administrative Sanctions below.

6. The contractor's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. The Grantee DBE Liaison Officer shall make a determination as to the adequacy of the contractor's good faith efforts documentation and so inform the contractor. If it is determined that the contractor's good faith efforts documentation is acceptable, the contractor will be deemed to be in compliance with the DBE utilization goals. If it is determined that the contractor's good faith efforts documentation is not acceptable, the contractor will be notified and be deemed to be in non-compliance with the DBE utilization goals.

7. The dollar amount of Change Orders or any other contract modifications that increase or decrease the work area in which DBEs participation has been committed to in the bid, will be commensurately added to or subtracted from the total contract base figure used to compute actual dollars paid to DBEs. Revised total contract dollar values shall be reflected in the monthly progress report submitted to Grantee and referenced above.

8. Failure to carry out these requirements constitutes a breach of contract and, after notification to the U.S. Department of Transportation, may result in termination of the contract by Grantee or imposition of other appropriate sanctions. This notice is given pursuant to 49 CFR section 23.43(c). For purposes of this section, timely submittal means received in the contract compliance function of the Grantee DBE Liaison by the close of business on the fifteenth (15th) of the following month.

7.0 RECORD KEEPING, MONITORING AND ENFORCEMENT

7.1 Bidders List

1. Pursuant to 49 CFR section 26.11(c), the Grantee will create and maintain a bidder's list, consisting of firms bidding on prime contracts and bidding or

quoting subcontracts on DOT-assisted projects. The Bidders List will include the following minimum information for each firm:

- a. Firm name;
- b. Firm address;
- c. Firm's status as a DBE or non-DBE;
- d. The age of the firm; and
- e. The annual gross receipts of the firm.

7.2 Monitoring Payments to DBEs

1. In accordance with the requirements of Section 6.3 of this program, the Grantee will require all prime contractors to submit on a monthly basis, evidence of actual payments to each DBE listed on the contract.
2. This evidence shall take the form of the DBE Progress/Project Report.
3. The Grantee will review and monitor the amount actually paid to each DBE and non-DBE in accordance with the requirements of Section 6.3 of this program.

7.3 Reporting to the Metropolitan Council

1. The Grantee will continue to provide data on its DBE program to the Metropolitan Council as provided in this document. The Grantee shall submit a monthly report describing the activities undertaken toward progress achieved in meeting the goal of greater DBE participation in its procurement and financial assistance programs during the preceding federal quarter. These reports shall discuss at least the following:
 - a. Data on the level of DBE participation in contracting and subcontracting activities of the Grantee and recipients of financial assistance both in terms of number of DBE contracts awarded and the identities of DBEs and the dollar value of work being so contracted.

- b. A statistical breakdown and methods of awards to DBEs, for example, open competition and subcontracts.
 - c. Data reported by prime contractors under subcontracting as required by federal procurement regulations.
 - d. A brief description of any problems encountered in the general area of DBEs, or specific contracts or projects.
 - e. Specific efforts to identify and award contracts to DBEs.
 - f. A summary of the extent to which percentages have been met.
2. All reports and records will be categorized separately by type of work (by Primary Industry Classification code) for all DBE and other firms. Reports will be made available to the public and DBE reports will be submitted to the Metropolitan Council's board.

7.4 Confidentiality of Information

The identity of complainants will be kept confidential, at their election. If such confidentiality hinders an investigation, proceeding, or hearing, or will result in a denial of appropriate administrative due process to other parties, the complainant will be advised for the purpose of waiving the privilege. Complainants are advised that, in some cases, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing. FAA follows procedures of 14 CVR Part 16 with respect to confidentiality of information in complaints.

7.5 Intimidation and Retaliation Prohibited

The Grantee, its contractors, and other program participants must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under the program. Violation of this prohibition will be deemed as noncompliance.

DRAFT

RCRRA Contract No. _____
HCRRA Contract No. A070414

COOPERATIVE FUNDING AGREEMENT
FOR PRELIMINARY ENGINEERING
CENTRAL TRANSIT CORRIDOR

THIS AGREEMENT is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (Met Council), the Hennepin County Regional Railroad Authority, a political subdivision of the State of Minnesota (HCRRA), and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (RCRRA) on this _____ day of _____, 2007.

WITNESSETH:

WHEREAS, the Met Council, HCRRA, and RCRRA are committed jointly to the design and construction of a light rail transit (LRT) line between downtown Minneapolis and the Union Depot in downtown St. Paul and connecting to and integrated with the existing Hiawatha LRT line in Minneapolis and Bloomington (the Project); and

WHEREAS, the parties anticipate and the Project requires contribution of funds from the United States Government through grants from the Federal Transit Administration (FTA) and other federal sources and programs; and

WHEREAS, such grants from the FTA and other federal sources will require funding participation from non-federal sources, including state and local governmental units (the Local Match); and

WHEREAS, the State of Minnesota, through the Met Council, and HCRRA, and RCRRA will provide funds for the Local Match in the following proportion: State of Minnesota, two-thirds (2/3) of the Local Match; HCRRA, thirty percent (30%) of one-third (1/3) of the Local Match; and RCRRA, seventy percent (70%) of one-third (1/3) of the Local Match required by the United States government; and

WHEREAS, the parties have received approval from the FTA to proceed with Preliminary Engineering (PE) for the Project; and

WHEREAS, it is estimated that PE will cost Forty-five Million Dollars (\$45 million) for consultant and staff costs; and

WHEREAS, HCRRA and RCRRA will provide matching funds for their respective shares for PE; and

WHEREAS, the parties wish to enter into this Agreement to prescribe and delineate their respective rights and obligations in connection with the PE phase of the Project;

NOW, THEREFORE, in consideration of the mutual promises, agreements, benefits, and obligations herein, it is agreed between the parties as follows:

I. METROPOLITAN COUNCIL

- A. In consultation with HCRRA and RCRRA (the "RRAs"), Met Council shall negotiate and enter into all necessary grant agreements with the FTA or other federal funding agencies necessary to receive federal funding for PE.
- B. In consultation with the RRAs, Met Council shall prepare, negotiate, and enter into a contract with a consultant or consultants for PE ("PE Contracts"). The PE Contracts must include provisions in a form substantially as follows:
 - 1. The contract for PE may be terminated by Met Council at any time upon ____ () days written notice if it becomes reasonably clear that the Project cannot be constructed within federal funding guidelines and that therefore, it is unlikely that the FTA and other federal funding sources will provide adequate federal funding.
 - 2. The contractor must prepare regular progress reports, not less than monthly, which keep the Met Council and RRAs apprised of the specific location proposed for the LRT route; termini of the LRT route; general dimensions, elevation and

alignment of the route and crossings; location of tracks at, below, or above grade; station locations; and projected costs of final design and construction of the lines.

3. The contract shall provide that the contractor shall consult with HCRRA and RCRRA as to the matters stated in section I B (2) above for the purposes of review and comment by the RRAs.
 4. If at any time during the course of the contractor's PE work it becomes reasonably clear to the Met Council that the Project cannot be completed within the cost effectiveness index range for approval or any other guidelines of the FTA, and that therefore it is not probable that the FTA will approve the final Project for a full funding grant, then the Met Council may cancel the PE contract without penalty or damages.
 5. The contractor must provide to HCRRA and RCRRA for informational purposes duplicates of all invoices and supporting documentation it provides the Met Council.
- C. The Met Council, through funding agreements with the State of Minnesota or any of its agencies or departments, shall pay two-thirds (2/3) of the non-federal Local Match for PE.
- D. The Met Council shall provide quarterly reports identifying all activities, in addition to consulting contracts, for which Project funds are to be expended, including the dollar amount attributable to the Project, the name of the individual conducting the activities, the hours spent and their rate of compensation.

II. REGIONAL RAILROAD AUTHORITIES

- A. HCRRA shall pay thirty percent (30%) of one-third (1/3) of the non-federal Local Match for PE, to a maximum of two million two hundred fifty thousand dollars (\$2,250,000.00).

RCRRA shall pay seventy percent (70%) of one-third (1/3) of the non-federal Local Match for PE, to a maximum of five million two hundred fifty thousand dollars (\$5,250,000.00). Payment shall be made at the times and according to the procedures described in this Agreement.

- B. In consideration of the obligations of the RRAs stated in Section IIA, the RRAs shall have the following rights:
1. The RRAs shall have the right to be consulted during negotiations between Met Council and the FTA as to any agreements with the FTA related to the Project and shall have the right of review and comment on any proposed agreements related to PE between Met Council and the FTA.
 2. The RRAs shall have the right to request that Met Council terminate any PE Contracts at any time if it becomes reasonably clear that the Project will not receive adequate federal funding or state funding contributions.
 3. The RRAs shall be provided copies of all bids or responses to Requests for Proposals ("RFP") for PE contracts obtained by the Met Council at least ten (10) days prior to the award of any contract or contracts and shall have the right to review and comment on such proposals prior to award of the contract by the Met Council.
 4. The RRAs shall have the right to review and comment on any proposed contract for PE. The contract must, at a minimum, contain the requirements provided in Section I B hereof.

III. GENERAL PROVISIONS

- A. Financial Management and Budget for Preliminary Engineering.

1. Quarterly the Met Council, after it receives invoices from its PE contractor and insures that the RRAs have received a copy of such invoices from the contractor, shall advise the RRAs of their respective shares of such invoice, as provided in IIA hereof.
2. Within thirty (30) working days after receipt of an invoice from the Met Council, the RRAs shall remit to the Met Council the amount stated as their respective shares of the invoiced amount.
3. Met Council is the Grantee of the federal funds. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of the grant application to the FTA. As Grantee, Met Council is required, irrespective of the participation of other parties, to ensure that the Project is carried out in compliance with federal requirements and regulations. Met Council, as Grantee, has the primary responsibility to comply with federal requirements. Accordingly, Met Council will ensure that the parties comply with applicable federal statutes, regulations and directives.
4. Met Council will have the sole responsibility for provision of Project expenditure reporting information to the FTA and the Parties. Met Council, the State Auditor, the Legislative Auditor and the MnDOT Auditor will have responsibility for audit functions.
5. For the PE portion of the Project, not later than September 1 of each calendar year, the Met Council will prepare a cash flow projection for contract payments which will enable the RRAs to budget for their respective shares of the contract cost on an annual basis. The cash flow projection will show the annual appropriations needed to fund the fiscal year's expenditures under the PE

contract; the mix of funds based upon funding source for the PE contract; and the anticipated timing of receipt and payment of these funds.

B. Miscellaneous.

1. Conflict Resolution. If a dispute should arise between or among the parties to this Agreement with respect to this Agreement or any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to initiation of the dispute resolution procedure in Minn. Stat. § 473.3994, Subd. 13 (regarding the parties' respective authority or responsibility); or prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Agreement, any of its provisions and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Agreement entered into prior to mediation which specifically addresses the responsibility of each Party for the expenses of such mediation.
2. Employees. All employees of each party and all persons engaged by each party in the performance of any work or services required or provided for herein to be performed by each party shall not be considered employees of any other party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other party.

3. **Applicable Provisions of Law.** The parties agree to comply with applicable provisions of Minnesota state law, federal law and regulations and of any applicable local ordinances which shall be considered a part of this Agreement as though fully set forth herein.
4. **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.
5. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties. One or more waivers by said party of any provision, term, condition or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by other parties.
6. **Governing Law.** This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.
7. **Notices.** Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in

DRAFT

writing and shall be sent certified mail or delivered in person to the other parties as follows:

MET COUNCIL

Regional Administrator
Metropolitan Council
230 East Fifth Street
St. Paul, MN 55101

HCRRA

Executive Director of HCRRA
A2300 Hennepin County
Government Center
300 South 6th Street
Minneapolis, MN 55487

RCRRA

Director of RCRRA
6560 Ramsey County Government
Center West
50 West Kellogg Boulevard
St. Paul, MN 55102

8. Contract Administration. In order to coordinate the activities of the Parties so as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the parties.

MET COUNCIL

Regional Administrator
Metropolitan Council
230 East Fifth Street
St. Paul, MN 55101

HCRRA

Executive Director of HCRRA
A2300 Hennepin County
Government Center
300 South 6th Street
Minneapolis, MN 55487

RCRRA

Director of RCRRA
6560 Ramsey County Government
Center West
50 West Kellogg Boulevard
St. Paul, MN 55102

9. Availability of Records. The parties agree that each party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem

DRAFT

necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement for a minimum of six years from the expiration of this Agreement.

10. Data Privacy. The parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations.
11. This Agreement shall take effect upon execution by all of the parties hereto and by proper state officials and shall remain in effect until completion of PE, or such earlier time by agreement of the parties, if it becomes apparent that adequate state and federal funding will not be available for the Project.
12. The parties to this Agreement may mutually agree to cancel this Agreement prior to its termination.
13. The recitals in this Agreement are hereby incorporated into the Agreement and are binding obligations of the parties hereto.
14. Upon completion of PE or earlier cancellation of this Agreement as provided herein, this Agreement shall terminate and be of no further force or effect.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

METROPOLITAN COUNCIL

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

By: _____

By: _____

Its: _____

Its: Chair

DRAFT

Date: _____

Date: _____

By: _____

Its: Deputy/Executive Director

ATTEST:

Clerk of its Board

Reviewed by County Attorney's Office

Date: _____

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By: _____

Its: _____

Date: _____

Notes from RCRRA Work Session:

- o Rafael requestd a separate workshop with only lawyers to evaluate contract to make sure everything is included.
 - o Dave MacMillan is to look into language that strengthens RC's position regarding the decision-making process and governance issues.
 - o Contract w/Met Council should require that PE be completed before Ramsey County agrees to fund the project.
 - o Decision tree needs to be created regarding who, besides Met Council, is to negotiate and address legislative changes.
- Ortega requested that contract be revised and brought back to the board with all issues underlined and highlighted so there is no room for confusion, including how we release our dollars.
- [Signature]*
- MdDon requested a letter go to Met C regarding financial solutions by speeding up the proj. Carter also added that contract changed should be included in letter. Reinhardt stated letter should also memorialize RC's position that decisions will not be made until after PE completed.

**Central Corridor
Schedule Adjustment
Risks and Opportunities
April 2, 2007
*Work Session***

Major Preliminary Schedule Components

Design activities	Three years
Construction	Four years

Typical Sources of Delay

Federal approvals

Local approvals

Surprises

Central Corridor Schedule Characteristics

Positives

- Not the first line
- Little right of way required
- Minimal railroad interface

Negatives

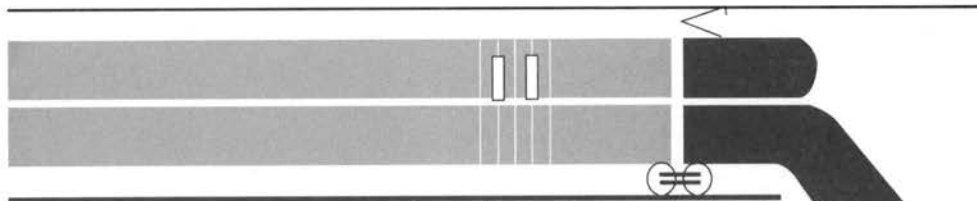
- Inadequate dedicated funding source
- Tunnel uncertainties
- Developed corridor
- Need for staged construction

Central Corridor Schedule Opportunities

Design Build and other fast tracking opportunities

Tunnel

Minimize construction



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

April 17, 2007

**Immediately following the
Housing and Redevelopment Authority Meeting**

Third Floor Council Chambers Courthouse

ADMINISTRATIVE

1. * Approve minutes from April 3, 2007 meeting.
2. * Approve quarterly report of contracts for January 1, 2007 to March 31, 2007.
3. * Ratify report of payments for January 1, 2007 to March 31, 2007.
4. * Approve extension of a contract with Colle McVoy to December 31, 2007, at no additional cost, and authorize RCRRA Chair to execute the contract.
5. * Authorize staff to negotiate a contract with URS for Rush Line Alternative Analysis Study.

POLICY

6. Communications Activity Update – Art Coulson

*Action requested

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on April 3, 2007, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Tony Carter
Commissioner Jim McDonough
Commissioner Jan Parker
Commissioner Victoria Reinhardt
Commissioner Janice Rettman

OTHERS PRESENT: Terry Speiker, Kathy Fischer, Kathy Kapoun, Julie Kleinschmidt, Sara Mertz, Joe Gladke, Alicia Vap, Angie Taylor, Joe Bagnoli, Sarah Psick and Bekky Trost.

Chair Ortega called the meeting to order at 10:14 am.

1. Approve minutes March 20, 2007 meeting

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough, to approve the minutes from the March 20, 2007 meeting.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion accepted.

2. A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to Ratify Partial Payment No. 36 in the amount of \$48,421.10 to DMJM + Harris, Inc. for consulting services on the Central Corridor Phase 2 study for October 28, 2006 to November 24, 2006.

Roll call vote was taken:

Ayes – 6; Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of DMJM+Harris, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through November 24, 2006; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, DMJM+Harris, Inc. Invoice No. 6024725, Partial Payment No. 36, in the amount of \$48,421.10 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through November 24, 2006; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$48,421.10 for services rendered through November 24, 2006, is hereby ratified.

3. A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt to Ratify Final Payment in the amount of \$39,963.74 to DMJM + Harris, Inc. for consulting services on the Central Corridor Downtown St. Paul Loop Alignment Study from October 9, 2006 to December 1, 2006.

Roll call vote was taken:

Ayes – 5; Nays – 2
Motion accepted.

WHEREAS, the Ramsey County Regional Railroad Authority has contracted with DMJM + Harris, Inc. for consulting services on the Central Corridor Downtown St. Paul Loop Alignment Study; and

WHEREAS, DMJM + Harris, Inc. has satisfactorily completed the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued from October 9, 2006 through December 1, 2006; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, DMJM + Harris, Inc. Invoice No. 6023517 in the amount of \$18,938.79 and Invoice No. 60019962 in the amount of \$21,024.95, attachments thereto, provide the correct documentation of payments due DMJM + Harris, Inc. through December 1, 2006; Now, Therefore Be It

RESOLVED, Final Payment to DMJM + Harris, Inc. in the amount of \$39,963.74 for services rendered through December 1, 2006, is hereby ratified.

4. Ratify report of payments for October 1, 2006 to December 31, 2006.

A motion was made by Commissioner Reinhardt, seconded by Commissioner McDonough to Ratify report of payments for October 1, 2006 to December 31, 2006.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of October 1, 2006 through December 31, 2006 and a record of these disbursements is attached; Now, Therefore, Be it

RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

5. Authorize staff to issue a Request for Proposals for Document Control Services.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt to authorize staff to issue a Request for Proposals for Document Control Services.

Roll call vote taken:

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority requires the creation of a document control system for existing and future records and information; and

WHEREAS, A request for proposals has been prepared for this work; NOW, THEREFORE BE IT

RESOLVED, That Ramsey County Regional Railroad Authority authorizes staff to issue the request for proposals.

6. Metropolitan Council Agreement for state funds for Union Depot in the amount of \$3,500,000.00.

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough for Metropolitan Council Agreement for state funds for Union Depot in the amount of \$3,500,000.00.

Roll call vote taken:

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has been awarded \$3,500,000.00 in state bonding for Union Depot; and

WHEREAS, The funds will be used for environmental, engineering, restoration and financial work for the Union Depot Multi-modal Transit Hub; and

WHEREAS, The funds will be used to match available federal funding for the Union Depot Multi-modal Transit Hub; NOW, THEREFORE BE IT

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to execute the agreement.

7. Authorize staff to negotiate a contract with URS for Union Depot environmental and concept engineering work.

A motion was made by Commissioner Bennett, seconded by Commissioner McDonough to authorize staff to negotiate a contract with URS for Union Depot environmental and concept engineering work.

Roll call vote was taken:

Ayes – 7; Nays – 0

Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposals for environmental and concept engineering services for Union Depot multi-modal transit hub; and

WHEREAS, Proposals were received from SRF and URS for this work; and

WHEREAS, FIND has recommended that URS is the preferred contractor for this work; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority staff is authorized to negotiate a contract with URS for this work.

8. Metropolitan Council Long Range Transit Plan

Arlene McCarthy of the Metropolitan Council presented information on the Metropolitan Council's long range planning process. This plan is expected to identify the transit corridors in the region and to prioritize them.

9. Legislative Update

Joe Bagnoli and Sarah Psick reported on legislative issues.

10. Minnesota Transportation Museum Proclamation

A motion was made by Commissioner Parker, seconded by Commissioner Reinhardt that Ramsey County Regional Railroad Authority issue a Proclamation on April 3, 2007, congratulating the Minnesota Transportation Museum members for their dedication and efforts in restoring and operating the Jackson Street Roundhouse.

Roll call vote was taken:

Ayes – 7; Nays – 0
Motion accepted.

WHEREAS, The Minnesota Transportation Museum is dedicated to a vision of restoring past historical transportation treasures and its headquarters is the Jackson Street Roundhouse, built by James J. Hill 100 years ago; and

WHEREAS, 2007 marks the Centennial celebration of the Roundhouse; Now, Therefore Be It

PROCLAIMED, That the Ramsey County Regional Railroad Authority congratulates the Minnesota Transportation Museum for its 45 years of service to restoring and operating streetcars, depots, wooden steamboats, interstate trains, and Be It Further

PROCLAIMED, That the Ramsey County Regional Railroad Authority on April 3, 2007, hereby congratulates the Minnesota Transportation Museum members for their dedication and efforts in restoring and operating the Jackson Street Roundhouse.

The meeting adjourned at 11:30 am.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K Fischer
Authorized Signature

4/10/07
Date

Board Action Requested

Approve quarterly report of contracts for January 1, 2007 to March 31, 2007.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed resolution
 2. Memorandum from K. Fischer, dated 4/12/07
 2. Quarterly report of contracts

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 17, 2007
Board Date

Angelique Taylor
Signature

4-10-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 17, 2007

No.: _____

WHEREAS, Ramsey County Regional Railroad Authority Resolution No. R98-34 authorizes the Director of the Ramsey County Regional Railroad Authority to approve contracts up to \$10,000; and

WHEREAS, The Ramsey County Board at their March 20, 2007 Board Meeting requested a regular report of all contracts approved by the Director of the Ramsey County Regional Railroad Authority; Now, Therefore, Be It

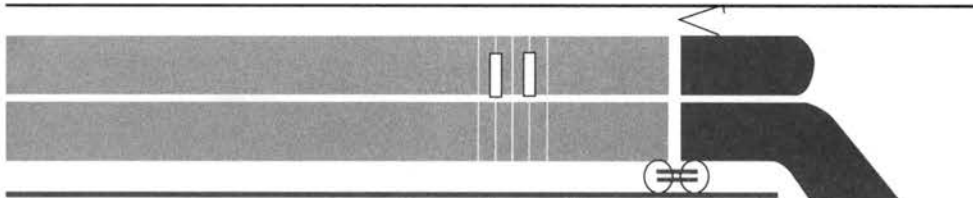
RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Quarterly Report of Contracts for the period of January 1, 2007 through March 31, 2007.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority
David Twa, County Manager

FROM: Kathryn Fischer, Director *KF*

DATE: April 17, 2007

SUBJECT: Ramsey County Regional Railroad Authority
Report of Contracts: January 1, 2007 through March 31, 2007

Attached for ratification is the Report of Contracts for January 1, 2007 through March 31, 2007.

cc: Budgeting and Accounting

Attachments

2

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

QUARTER ENDING MARCH 31, 2007

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 650	Orion Appraisals Inc.	05-Feb-07	\$3,400.00	Provide valuation consultation and an appraisal report of the property at 1870 English Street, St. Paul, MN (a vacated lumber yard).


4-2-2007

Prepared by Budgeting and Accounting - CL

Page 1 of 1

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

3

REGIONAL RAILROAD AUTHORITY

K. Fischer
Authorized Signature

4/10/07
Date

Board Action Requested

Ratify report of payments for January 1, 2007 to March 31, 2007.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution
 2. Memorandum from K. Fischer, dated April 12, 2007
 3. Detail Disbursements by Organizational Unit for January, 2007 through March 2007
 4. Appropriation Budget Status as of March 31, 2007

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 17, 2007
Board Date

Anschire Taylor
Signature

4-10-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 17, 2007

No.: _____

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of January 1, 2007 through March 31, 2007 and a record of these disbursements is attached; Now, Therefore, Be It

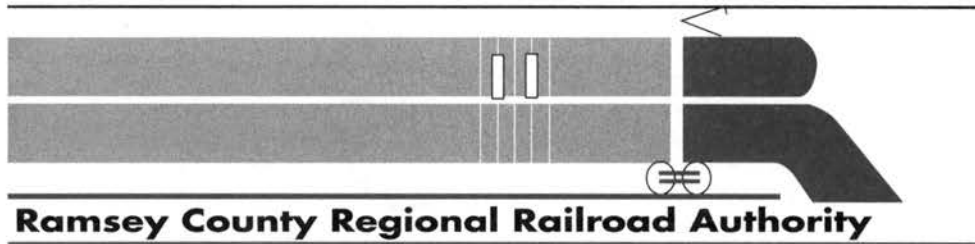
RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



MEMORANDUM

TO: Ramsey County Regional Railroad Authority
David Twa, County Manager

FROM: Kathryn Fischer, Director *KF*

DATE: April 17, 2007

SUBJECT: Ramsey County Regional Railroad Authority
Report of Payments: January 1, 2007 through March 31, 2007

Attached for ratification are the following reports:

- A. Detail Disbursements by organization unit for the period January 2007 through March 2007
- B. Appropriation Status as of March 31, 2007.

cc: Budgeting and Accounting

Attachments

2



Report ID: RAP006

Ramsay County ASPEN

Page No. 1
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period	Fund	Department				Project/Grant	Program					
2007	12501	Ramsey Co Regional Rail Auth				150101	Ramsey Co Reg Rail Auth-RCRRA		00000	All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421208	02/21/07	AP00808505	02/21/07	2,313.19	RRA 00004217		00012947	03/02/07		0000100153 County Attorney		
421208	03/20/07	AP00814005	03/20/07	2,211.13	RRA 00004264		00013078	03/30/07		0000100153 County Attorney		
Total Account	421208			4,524.32	County Attorney Services				Account	421208	Payments: 4,524.32 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421402	02/27/07	AP00809939	02/27/07	1,295.00	RRA 00004221		00012997	03/09/07		0000100168 Information Services		
421402	03/27/07	AP00815385	03/27/07	1,157.00	RRA 00004273		00013135	04/06/07		0000100168 Information Services		
Total Account	421402			2,452.00	Data Proc Srv-Mtce				Account	421402	Payments: 2,452.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421501	03/06/07	AP00811322	03/06/07	0.02	RRA 00004230		0001036633	03/20/07		0000167213 Mcgrann, Shea, Anderson, Carniva		
Total Account	421501			0.02	Consulting Services				Account	421501	Payments: 0.02 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421506	03/07/07	AP00811323	03/07/07	2,678.77	RRA 00004244	0000000649	0001036633	03/20/07		0000167213 Mcgrann, Shea, Anderson, Carniva		
Total Account	421506			2,678.77	Legislative Representative				Account	421506	Payments: 2,678.77 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421511	03/14/07	AP00812973	03/14/07	33,725.10	RRA 00004256		00013070	03/23/07		0000100162 Public Works		
421511	03/20/07	AP00814005	03/20/07	39,493.00	RRA 00004260		00013121	03/30/07		0000100162 Public Works		
Total Account	421511			73,218.10	Co Project Management Srvs				Account	421511	Payments: 73,218.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421519	01/24/07	AP00800953	01/24/07	345.44	RRA 00004173	0000000645	0001023348	02/01/07		0000100299 Kelly Services Inc.		
421519	01/25/07	AP00800954	01/25/07	345.44	RRA 00004178	0000000645	0001023348	02/01/07		0000100299 Kelly Services Inc.		
421519	02/01/07	AP00802875	02/01/07	345.44	RRA 00004188	0000000645	0001025566	02/08/07		0000100299 Kelly Services Inc.		
421519	02/06/07	AP00804186	02/06/07	345.44	RRA 00004193	0000000645	0001026667	02/14/07		0000100299 Kelly Services Inc.		
421519	02/14/07	AP00805172	02/14/07	345.44	RRA 00004210	0000000645	0001028688	02/21/07		0000100299 Kelly Services Inc.		

W



Report ID: RAP006

Ramsey County ASPEN

Page Number 2

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department		Project/Grant		Program			
2007		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA				00000 All Programs			
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421519	02/21/07	AP00806984	02/21/07	323.85	RRA 00004216	0000000645	0001031002	03/01/07		0000100299 Kelly Services Inc.	
421519	03/06/07	AP00811322	03/06/07	345.44	RRA 00004236	0000000645	0001036623	03/20/07		0000100299 Kelly Services Inc.	
421519	03/07/07	AP00811323	03/07/07	345.44	RRA 00004237	0000000645	0001036623	03/20/07		0000100299 Kelly Services Inc.	
421519	03/20/07	AP00813615	03/20/07	292.19	RRA 00004267	0000000645	0001039753	03/29/07		0000100299 Kelly Services Inc.	
421519	03/27/07	AP00814401	03/27/07	345.44	RRA 00004274	0000000645	0001041593	04/04/07		0000100299 Kelly Services Inc.	
Total Account 421519				3,379.56	Clerical Services				Account 421519	Payments: Journal Entries: Undisbursed Expenses:	3,379.56 0.00 0.00
421602	02/28/07	AP00809693	02/28/07	40.00	RRA 00004225	0000000661	0001034113	03/09/07		0000037800 Lillie Suburban Newspapers Inc	
421602	03/07/07	AP00811323	03/07/07	218.40	RRA 00004240	0000000663	0001036587	03/20/07		0000030749 American Public Transit Assoc	
421602	03/07/07	AP00811323	03/07/07	207.20	RRA 00004241	0000000664	0001036637	03/20/07		0000154910 Minnesota State Register	
421602	03/13/07	AP00812528	03/13/07	375.00	RRA 00004252	0000000666	0001037501	03/22/07		0000009446 Deruyter Nelson Publications Inc	
Total Account 421602				840.60	Advertising & Promotion				Account 421602	Payments: Journal Entries: Undisbursed Expenses:	840.60 0.00 0.00
421603	01/02/07			179.05	RRA 00004135				Deleted Voucher	0000001770 St Paul,City Of	
421603	02/28/07	AP00809693	02/28/07	564.45	RRA 00004224	0000000660	0001034103	03/09/07		0000131502 Impressive Print	
421603	03/07/07	AP00811323	03/07/07	665.15	RRA 00004239	0000000662	0001036641	03/20/07		0000100568 Northstar Repro	
Total Account 421603				1,229.60	Printing & Stationery				Account 421603	Payments: Journal Entries: Undisbursed Expenses:	1,229.60 0.00 0.00
421701	02/12/07	AP00806320	02/12/07	85.52	RRA 00004208		00012919	02/23/07		0000104660 Comm Human Serv-Presort Mail	
421701	03/20/07	AP00814005	03/20/07	47.74	RRA 00004263		00013095	03/30/07		0000100163 Comm Human Serv-Presort Mail	
Total Account 421701				133.26	Postage				Account 421701	Payments: Journal Entries: Undisbursed Expenses:	133.26 0.00 0.00
421707	02/27/07	AP00809939	02/27/07	285.95	RRA 00004222		00013014	03/09/07		0000100171 Telecommunications	
421707	03/21/07	AP00814006	03/21/07	308.70	RRA 00004268		00013085	03/30/07		0000100171 Telecommunications	

7



Report ID: RAP006

Ramsey County ASPEN

Page No. 3
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2007		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
Total Account	421707			594.65	Telephone-Local Service					Account 421707	Payments: 594.65 Journal Entries: 0.00 Undisbursed Expenses: 0.00
421710	02/14/07	AP00805172	02/14/07	334.89	RRA 00004209	0000000656	0001028560	02/21/07		0000122690 Verizon Wireless	
421710	03/22/07	AP00813616	03/22/07	334.85	RRA 00004270	0000000669	0001039619	03/29/07		0000122690 Verizon Wireless	
Total Account	421710			669.74	Telephone-Cellular Service					Account 421710	Payments: 669.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00
422601	03/07/07	AP00811323	03/07/07	122.59	RRA 00004242	0000000665	0001036615	03/20/07		0000023226 Ikon Office Solutions	
Total Account	422601			122.59	Equipment & Machinery Repairs					Account 422601	Payments: 122.59 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424302	01/24/07	AP00800953	01/24/07	70,000.00	RRA 00004174		0001023152	02/01/07		0000119586 Saint Paul Area Chamber Of Comr	
424302	01/30/07	AP00803635	01/30/07	352.00	RRA 00004184		0001026056	02/12/07		0000029135 American Planning Assoc	
424302	02/06/07			6,700.00	RRA 00004195				Deleted Voucher	0000110530 Transportation Management Organ	
424302	02/06/07	AP00803906	02/06/07	6,700.00	RRA 00004196		0001026429	02/13/07		0000110530 Transportation Management Organ	
Total Account	424302			77,052.00	Membership & Dues					Account 424302	Payments: 77,052.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424303	01/30/07	AP00806983	01/30/07	500.00	RRA 00004179		0001030829	03/01/07		0000172787 Association Of Women Contractors	
424303	02/09/07	AP00806137	02/09/07	1,200.00	RRA 00004201		0001029388	02/23/07		0000169732 Penman,Sarah	
424303	02/14/07	AP00806139	02/14/07	1,200.00	RRA 00004211		0001029368	02/23/07		0000168524 Coulson,Art	
424303	03/08/07	AP00810911	03/08/07	335.52	RRA 00004246		0001035812	03/16/07		0000169732 Penman,Sarah	
424303	03/14/07	AP00812529	03/14/07	135.00	RRA 00004258		0001037376	03/22/07		0000103371 University Of Minnesota Extension	
Total Account	424303			3,370.52	Conference & Seminar					Account 424303	Payments: 3,370.52 Journal Entries: 0.00 Undisbursed Expenses: 0.00
424304	02/01/07	AP00803905	02/01/07	281.41	RRA 00004186		0001026300	02/13/07		0000171237 Fischer,Kathryn	

51



Port ID: RAP006

Ramsey County ASPEN

Page 4
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department		Project/Grant		Program			
2007		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA				00000 All Programs			
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
424304	02/09/07	AP00806137	02/09/07	752.00	RRA 00004202		0001029370	02/23/07		0000171237 Fischer,Kathryn	
424304	02/12/07	AP00806138	02/12/07	578.41	RRA 00004206		0001029370	02/23/07		0000171237 Fischer,Kathryn	
424304	03/13/07	AP00810696	03/13/07	816.18	RRA 00004250		0001035473	03/15/07		0000171237 Fischer,Kathryn	
424304	03/14/07	AP00812529	03/14/07	422.41	RRA 00004259		0001037369	03/22/07		0000127537 Mcdonough,James	
Total Account 424304				2,850.41	Other Travel				Account 424304	Payments: 2,850.41 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424305	01/25/07	AP00801462	01/25/07	9.86	RRA 00004177		0001024013	02/05/07		0000171237 Fischer,Kathryn	
424305	02/07/07	AP00804598	02/07/07	12.98	RRA 00004200		0001027481	02/16/07		0000171237 Fischer,Kathryn	
424305	02/27/07	AP00810361	02/27/07	20.50	RRA 00004220		0001034920	03/14/07		0000171237 Fischer,Kathryn	
424305	03/22/07	AP00813806	03/22/07	35.60	RRA 00004269		0001040086	03/30/07		0000171237 Fischer,Kathryn	
Total Account 424305				78.94	Volunteer/Comm Meeting Exp				Account 424305	Payments: 78.94 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
424306	01/24/07	AP00801461	01/24/07	36.95	RRA 00004175		0001024013	02/05/07		0000171237 Fischer,Kathryn	
424306	01/25/07	AP00801462	01/25/07	153.05	RRA 00004177		0001024013	02/05/07		0000171237 Fischer,Kathryn	
424306	02/01/07	AP00804597	02/01/07	81.54	RRA 00004187		0001027481	02/16/07		0000171237 Fischer,Kathryn	
424306	02/06/07	AP00804186	02/06/07	87.62	RRA 00004197		0001026652	02/14/07		0000152294 D Brian'S Deli Corp	
424306	02/07/07	AP00804598	02/07/07	8.83	RRA 00004200		0001027481	02/16/07		0000171237 Fischer,Kathryn	
424306	02/20/07	AP00810359	02/20/07	60.52	RRA 00004212		0001034920	03/14/07		0000171237 Fischer,Kathryn	
424306	02/21/07			19.09	RRA 00004213					0000027902 Ortega,Rafael	
424306	02/21/07	AP00810360	02/21/07	40.29	RRA 00004215		0001034920	03/14/07		0000171237 Fischer,Kathryn	
424306	02/21/07	AP00810360	02/21/07	517.86	RRA 00004218		0001034920	03/14/07		0000171237 Fischer,Kathryn	
424306	02/21/07	AP00806984	02/21/07	83.05	RRA 00004219		0001030971	03/01/07		0000172987 Eddington'S Soup And Salad Hous	
424306	02/27/07	AP00810361	02/27/07	134.43	RRA 00004220		0001034920	03/14/07		0000171237 Fischer,Kathryn	
424306	03/12/07	AP00810170	03/12/07	520.13	RRA 00004247		0001034635	03/13/07		0000173275 Hoa Bien Vietnamese Restaurant	
424306	03/13/07	AP00810696	03/13/07	300.00	RRA 00004248		0001035473	03/15/07		0000171237 Fischer,Kathryn	
424306	03/13/07	AP00810696	03/13/07	228.90	RRA 00004249		0001035473	03/15/07		0000171237 Fischer,Kathryn	

6



Report ID: RAP006

Ramsey County ASPEN

Page Number 5
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period	Fund	Department				Project/Grant	Program						
2007	12501	Ramsey Co Regional Rail Auth				150101	Ramsey Co Reg Rail Auth-RCRRA				00000	All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID	
424306	03/13/07	AP00812528	03/13/07	60.91	RRA 00004253		0001037373	03/22/07		0000123524	Morris,Steve		
424306	03/22/07	AP00813806	03/22/07	86.38	RRA 00004269		0001040086	03/30/07		0000171237	Fischer,Kathryn		
424306	03/28/07	AP00814402	03/28/07	70.00	RRA 00004277	0000000674	0001041617	04/04/07		0000101289	Mn Dept Of Administration		
Total Account	424306			2,489.55	Ced Meeting Expenses Account				Account	424306	Payments:	2,470.46	
										Journal Entries:	0.00		
										Undisbursed Expenses:	19.09		
424501	02/06/07	AP00804186	02/06/07	23.28	RRA 00004194		0001026641	02/14/07		0000157345	Block,David		
424501	02/21/07	AP00808505	02/21/07	198.74	RRA 00004214		00012935	03/02/07		0000100162	Public Works		
424501	02/28/07	AP00809940	02/28/07	81.86	RRA 00004226		00013008	03/09/07		0000100162	Public Works		
424501	03/06/07	AP00811095	03/06/07	123.41	RRA 00004232		00013022	03/16/07		0000100162	Public Works		
424501	03/20/07	AP00814005	03/20/07	176.47	RRA 00004262		00013083	03/30/07		0000100162	Public Works		
Total Account	424501			603.76	Mileage/Parking				Account	424501	Payments:	603.76	
										Journal Entries:	0.00		
										Undisbursed Expenses:	0.00		
424507	02/07/07	AP00804187	02/07/07	17.77	RRA 00004199	0000000647	0001026654	02/14/07		0000141766	Dynamex		
Total Account	424507			17.77	Messenger Service				Account	424507	Payments:	17.77	
										Journal Entries:	0.00		
										Undisbursed Expenses:	0.00		
424620	01/24/07	AP00800953	01/24/07	200.00	RRA 00004171		0001023146	02/01/07		0000102331	Finance & Commerce		
424620	03/20/07	AP00813615	03/20/07	52.00	RRA 00004266		0001039574	03/29/07		0000091482	Pioneer Press		
Total Account	424620			252.00	Books Periodicals & Subscriptn				Account	424620	Payments:	252.00	
										Journal Entries:	0.00		
										Undisbursed Expenses:	0.00		
431101	02/12/07	AP00805913	02/12/07	114.20	RRA 00004207		0001029158	02/22/07		0000100794	City Of St Paul		
431101	03/13/07	AP00812528	03/13/07	68.08	RRA 00004251		0001037366	03/22/07		0000168524	Coulson,Art		
431101	03/20/07	AP00813615	03/20/07	169.95	RRA 00004265		0001039795	03/29/07		0000001770	St Paul,City Of		
431101	02/14/07	AP00805884	02/14/07	-103.94	BA 00004880		0000003498	02/22/07		0000158061	Wells Fargo Procurement Card		
431101	02/14/07	AP00805884	02/14/07	-12.72	BA 00004880		0000003498	02/22/07		0000158061	Wells Fargo Procurement Card		



Report ID: RAP006

Ramsey County ASPEN

Page Number 6

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department		Project/Grant		Program			
2007		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA				00000 All Programs			
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
431101	02/14/07	AP00805884	02/14/07	-12.72	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431101	02/14/07	AP00805884	02/14/07	5.80	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431101	02/14/07	AP00805884	02/14/07	19.30	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431101	02/14/07	AP00805884	02/14/07	31.72	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431101	02/14/07	AP00805884	02/14/07	34.76	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431101	02/14/07	AP00805884	02/14/07	58.66	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431101	03/14/07	AP00811286	03/14/07	12.72	BA 00004897		0000003520	03/20/07		0000158061 Wells Fargo Procurement Card	
431101	03/14/07	AP00811286	03/14/07	64.49	BA 00004897		0000003520	03/20/07		0000158061 Wells Fargo Procurement Card	
431101	03/14/07	AP00811286	03/14/07	112.36	BA 00004897		0000003520	03/20/07		0000158061 Wells Fargo Procurement Card	
Total Account 431101				562.66	Office Supplies					Account 431101	Payments: 562.66 Journal Entries: 0.00 Undisbursed Expenses: 0.00
431102	02/14/07	AP00805884	02/14/07	-578.13	BA 00004880		0000003498	02/22/07		0000158061 Wells Fargo Procurement Card	
431102	03/14/07	AP00811286	03/14/07	106.49	BA 00004897		0000003520	03/20/07		0000158061 Wells Fargo Procurement Card	
431102	03/14/07	AP00811286	03/14/07	426.31	BA 00004897		0000003520	03/20/07		0000158061 Wells Fargo Procurement Card	
Total Account 431102				-45.33	Computer Operating Supplies					Account 431102	Payments: -45.33 Journal Entries: 0.00 Undisbursed Expenses: 0.00
432001	02/12/07	AP00805171	02/12/07	5.00	RRA 00004204	0000000654	0001028667	02/21/07		0000153659 Crystal Canyon Inc	
432001	03/14/07	AP00812529	03/14/07	17.46	RRA 00004257	0000000667	0001037500	03/22/07		0000153659 Crystal Canyon Inc	
Total Account 432001				22.46	Bottled Water					Account 432001	Payments: 22.46 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				177,097.95	All Programs					Program 00000	Payments: 177,078.86 Journal Entries: 0.00 Undisbursed Expenses: 19.09
Total Project/Grant				177,097.95						Project	Payments: 177,078.86 Journal Entries: 0.00 Undisbursed Expenses: 19.09



Report ID: RAP006

Ramsey County ASPEN

Page Number 7
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Total Organization 150101

177,097.95 Ramsey Co Reg Rail Auth-RCRRA

Organization 150101

Payments: 177,078.86
Journal Entries: 0.00
Undisbursed Expenses: 19.09

Q



Report ID: RAP006

Ramsay County ASPEN

Page Number 8
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund	Department				Project/Grant		Program			
2007		12501	Ramsey Co Regional Rail Auth		150112 Union Depot Study				00000		All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
422403	01/30/07			472.57	RRA 00004182				Deleted Voucher	0000009478	Central Parking System Inc	
Total Account	422403			0.00	Parking Space				Account	422403	Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Program	00000			0.00	All Programs				Program	00000	Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Project/Grant				0.00					Project		Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Organization	150112			0.00	Union Depot Study				Organization	150112	Payments:	0.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00

10



Report ID: RAP006

Ramsey County ASPEN

Page Number 9

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2007		12501 Ramsey Co Regional Rail Auth		150201 Central Corridor Operations						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421208	02/21/07	AP00808505	02/21/07	204.11	RRA 00004217		00012947	03/02/07		0000100153 County Attorney		
421208	03/20/07	AP00814005	03/20/07	102.05	RRA 00004264		00013078	03/30/07		0000100153 County Attorney		
Total Account 421208				306.16	County Attorney Services					Account 421208	Payments: 306.16 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421501	03/26/07	AP00814400	03/26/07	15,215.00	RRA 00004271	0000000657	0001041568	04/04/07		0000172988 Colle & Mcvoy, Inc.		
Total Account 421501				15,215.00	Consulting Services					Account 421501	Payments: 15,215.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421511	03/14/07	AP00812973	03/14/07	23,298.05	RRA 00004256		00013070	03/23/07		0000100162 Public Works		
421511	03/20/07	AP00814005	03/20/07	18,618.72	RRA 00004260		00013121	03/30/07		0000100162 Public Works		
Total Account 421511				41,916.77	Co Project Management Svcs					Account 421511	Payments: 41,916.77 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Program 00000				57,437.93	All Programs					Program 00000	Payments: 57,437.93 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Project/Grant				57,437.93						Project	Payments: 57,437.93 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Organization 150201				57,437.93	Central Corridor Operations					Organization 150201	Payments: 57,437.93 Journal Entries: 0.00 Undisbursed Expenses: 0.00	



Report ID: RAP006

Ramsey County ASPEN

Page Number 10

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund	Department					Project/Grant		Program	
2007		12501	Ramsey Co Regional Rail Auth		150301 Union Depot Operations					00000	All Programs
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421208	03/20/07	AP00814005	03/20/07	306.16	RRA 00004264		00013078	03/30/07		0000100153 County Attorney	
Total Account 421208				306.16	County Attorney Services				Account 421208	Payments:	306.16
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421511	03/14/07	AP00812973	03/14/07	618.30	RRA 00004256		00013070	03/23/07		0000100162 Public Works	
421511	03/20/07	AP00814005	03/20/07	1,671.99	RRA 00004260		00013121	03/30/07		0000100162 Public Works	
Total Account 421511				2,290.29	Co Project Management Svcs				Account 421511	Payments:	2,290.29
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
421603	03/28/07	AP00814402	03/28/07	600.19	RRA 00004276	0000000673	0001041623	04/04/07		0000100568 Northstar Repro	
Total Account 421603				600.19	Printing & Stationery				Account 421603	Payments:	600.19
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
424602	03/20/07	AP00813615	03/20/07	255.00	RRA 00004261	0000000668	0001039774	03/29/07		0000173390 Park Bus Company	
Total Account 424602				255.00	Special Programs/Awards				Account 424602	Payments:	255.00
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Program 00000				3,451.64	All Programs				Program 00000	Payments:	3,451.64
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Project/Grant				3,451.64					Project	Payments:	3,451.64
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00
Total Organization 150301				3,451.64	Union Depot Operations				Organization 150301	Payments:	3,451.64
										Journal Entries:	0.00
										Undisbursed Expenses:	0.00

12



Report ID: RAP006

Ramsey County ASPEN

Page Number 11

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2007		12501 Ramsey Co Regional Rail Auth		150402 Northeast Corridor						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
421208	02/21/07	AP00808505	02/21/07	102.05	RRA 00004217		00012947	03/02/07		0000100153	County Attorney	
Total Account 421208				102.05	County Attorney Services					Account 421208	Payments:	102.05
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
421522	02/12/07	AP00805171	02/12/07	75.00	RRA 00004205	0000000655	0001028692	02/21/07		0000035800	Land Title Inc	
421522	03/06/07	AP00811322	03/06/07	3,400.00	RRA 00004235	0000000650	0001036643	03/20/07		0000142314	Orion Appraisals Inc	
Total Account 421522				3,475.00	Other Professional Services					Account 421522	Payments:	3,475.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
422301	02/27/07	AP00809692	02/27/07	210.77	RRA 00004223		0001034020	03/09/07		0000126926	Xcel Energy	
Total Account 422301				210.77	Gas					Account 422301	Payments:	210.77
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
422302	02/27/07	AP00809692	02/27/07	80.14	RRA 00004223		0001034020	03/09/07		0000126926	Xcel Energy	
422302	03/28/07	AP00814402	03/28/07	10.56	RRA 00004275		0001041516	04/04/07		0000126926	Xcel Energy	
Total Account 422302				90.70	Electricity					Account 422302	Payments:	90.70
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
431111	02/12/07	AP00805171	02/12/07	250.00	RRA 00004203	0000000653	0001028694	02/21/07		0000164708	Let'S Get Graphic Creations Inc	
Total Account 431111				250.00	Signs & Supplies					Account 431111	Payments:	250.00
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Program 00000				4,128.52	All Programs					Program 00000	Payments:	4,128.52
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00
Total Project/Grant				4,128.52						Project	Payments:	4,128.52
											Journal Entries:	0.00
											Undisbursed Expenses:	0.00

13



Report ID: RAP006

Ramsey County ASPEN

Page Number 12
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Total Organization 150402 4,128.52 Northeast Corridor

Total Fund 12501 242,116.04 Ramsey Co Regional Rail Auth

Total Budget Period 2007 242,116.04

Organization 150402 Payments: 4,128.52
Journal Entries: 0.00
Undisbursed Expenses: 0.00

Fund 12501 Payments: 242,096.95
Journal Entries: 0.00
Undisbursed Expenses: 19.09

Budget Period 2007 Payments: 242,096.95
Journal Entries: 0.00
Undisbursed Expenses: 19.09

14



Report ID: RAP006

Ramsey County ASPEN

Page Number 13

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period	Fund	Department				Project/Grant	Program					
2006	12501	Ramsey Co Regional Rail Auth				150101	Ramsey Co Reg Rail Auth-RCRRA				00000	All Programs
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421501	02/05/07	AP00804185	02/05/07	1,000.00	RRA 00004189	0000000574	0001026643	02/14/07		0000169579 Capitol Hill Solutions Llc		
421501	03/06/07	AP00811322	03/06/07	2,562.24	RRA 00004227	0000000584	0001036628	03/20/07		0000020305 Lockridge,Grindal Nauen		
421501	03/07/07	AP00811323	03/07/07	1,000.00	RRA 00004238	0000000574	0001036592	03/20/07		0000169579 Capitol Hill Solutions Llc		
421501	03/07/07	AP00811323	03/07/07	39,963.74	RRA 00004245	0000000630	0001036604	03/20/07		0000155333 Dmjm+Harris, Inc.		
421501	03/14/07	AP00812529	03/14/07	2,562.24	RRA 00004255	0000000584	0001037520	03/22/07		0000020305 Lockridge,Grindal Nauen		
Total Account	421501			47,088.22	Consulting Services				Account	421501	Payments: 47,088.22 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421506	01/30/07			2,678.77	RRA 00004181	0000000519			Deleted Voucher	0000167213 Mcgrann, Shea, Anderson, Carniva		
421506	03/06/07	AP00811322	03/06/07	2,678.75	RRA 00004230	0000000519	0001036633	03/20/07		0000167213 Mcgrann, Shea, Anderson, Carniva		
Total Account	421506			2,678.75	Legislative Representative				Account	421506	Payments: 2,678.75 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
421519	01/24/07			345.44	RRA 00004172	0000000509			Deleted Voucher	0000100299 Kelly Services Inc.		
Total Account	421519			0.00	Clerical Services				Account	421519	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
422601	03/06/07	AP00811322	03/06/07	118.74	RRA 00004231	0000000646	0001036614	03/20/07		0000023226 Ikon Office Solutions		
Total Account	422601			118.74	Equipment & Machinery Repairs				Account	422601	Payments: 118.74 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
423111	01/17/07			143.00	RRA 00004162	0000000641			Deleted Voucher	0000122901 Science Museum Of Minnesota		
Total Account	423111			0.00	Employee Development				Account	423111	Payments: 0.00 Journal Entries: 0.00 Undisbursed Expenses: 0.00	
Total Program	00000			49,885.71	All Programs				Program	00000	Payments: 49,885.71 Journal Entries: 0.00 Undisbursed Expenses: 0.00	

15



Report ID: RAP006

Ramsey County ASPEN

Page 14
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Total Project/Grant	49,885.71	Project	Payments:	49,885.71
			Journal Entries:	0.00
			Undisbursed Expenses:	0.00
Total Organization 150101	49,885.71	Organization 150101	Payments:	49,885.71
			Journal Entries:	0.00
			Undisbursed Expenses:	0.00

16



Report ID: RAP006

Ramsay County ASPEN

Page No. 15
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2006		12501 Ramsey Co Regional Rail Auth		150112 Union Depot Study						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID	
421522	03/06/07	AP00811322	03/06/07	365.28	RRA 00004229	0000000592	0001036604	03/20/07		0000155333 Dmjm+Harris, Inc.		
Total Account				421522	365.28	Other Professional Services				Account	421522	Payments: 365.28 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program				00000	365.28	All Programs				Program	00000	Payments: 365.28 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant					365.28					Project		Payments: 365.28 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization				150112	365.28	Union Depot Study				Organization	150112	Payments: 365.28 Journal Entries: 0.00 Undisbursed Expenses: 0.00

17



Report ID: RAP006

Ramsey County ASPEN

Page 16

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program			
2006		12501		Ramsey Co Regional Rail Auth				150180 RCRRA-Proj/Grant		P121007		00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID	
421208	03/20/07	AP00814005	03/20/07	204.11	RRA 00004264		00013078	03/30/07		0000100153	County Attorney		
Total Account 421208				204.11	County Attorney Services				Account 421208	Payments: 204.11 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
421522	03/06/07	AP00811322	03/06/07	5,999.70	RRA 00004233	0000000614	0001036590	03/20/07		0000000199	Braun Intertec Corp		
421522	03/07/07	AP00811323	03/07/07	40.50	RRA 00004243	0000000614	0001036590	03/20/07		0000000199	Braun Intertec Corp		
Total Account 421522				6,040.20	Other Professional Services				Account 421522	Payments: 6,040.20 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Program 00000				6,244.31	All Programs				Program 00000	Payments: 6,244.31 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Project/Grant P121007				6,244.31	P121007				Project P121007	Payments: 6,244.31 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Organization 150180				6,244.31	RCRRA-Proj/Grant				Organization 150180	Payments: 6,244.31 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Fund 12501				56,495.30	Ramsey Co Regional Rail Auth				Fund 12501	Payments: 56,495.30 Journal Entries: 0.00 Undisbursed Expenses: 0.00			
Total Budget Period 2006				56,495.30					Budget Period 2006	Payments: 56,495.30 Journal Entries: 0.00 Undisbursed Expenses: 0.00			

1/2



Report ID: RAP006

Ramsey County ASPEN

Page 17
Run Date Apr 10, 2007
Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program		
2003		12501 Ramsey Co Regional Rail Auth		150111 Red Rock Corridor						00000 All Programs		
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
425102	01/03/07			468.49	RRA 00004137	0000000371			Deleted Voucher	0000000556	Washington Co	
425102	03/26/07	AP00814400	03/26/07	1,811.02	RRA 00004272	0000000371	0001041659	04/04/07		0000000556	Washington Co	
Total Account 425102				1,811.02	Subsidies to Other Entities					Account 425102	Payments: 1,811.02	
											Journal Entries: 0.00	
											Undisbursed Expenses: 0.00	
Total Program 00000				1,811.02	All Programs					Program 00000	Payments: 1,811.02	
											Journal Entries: 0.00	
											Undisbursed Expenses: 0.00	
Total Project/Grant				1,811.02						Project	Payments: 1,811.02	
											Journal Entries: 0.00	
											Undisbursed Expenses: 0.00	
Total Organization 150111				1,811.02	Red Rock Corridor					Organization 150111	Payments: 1,811.02	
											Journal Entries: 0.00	
											Undisbursed Expenses: 0.00	

19



Report ID: RAP006

Ramsey County ASPEN

Page 18

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period	Fund	Department				Project/Grant	Program					
2003	12501	Ramsey Co Regional Rail Auth				150180	RCRRA-Proj/Grant			G205005	00000	All Programs
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name		REDR Client ID
421501	03/06/07	AP00811322	03/06/07	0.00	RRA 00004228	0000000384	0001036604	03/20/07		0000155333	Dmjm+Harris, Inc.	
421501	03/06/07	AP00811322	03/06/07	48,421.10	RRA 00004228	0000000384	0001036604	03/20/07		0000155333	Dmjm+Harris, Inc.	
Total Account	421501			48,421.10	Consulting Services					Account	421501	Payments: 48,421.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program	00000			48,421.10	All Programs					Program	00000	Payments: 48,421.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant	G205005			48,421.10	G205005					Project	G205005	Payments: 48,421.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization	150180			48,421.10	RCRRA-Proj/Grant					Organization	150180	Payments: 48,421.10 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund	12501			50,232.12	Ramsey Co Regional Rail Auth					Fund	12501	Payments: 50,232.12 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period	2003			50,232.12						Budget Period	2003	Payments: 50,232.12 Journal Entries: 0.00 Undisbursed Expenses: 0.00

20



Report ID: RAP006

Ramsey County ASPEN

Page Number 19

Run Date Apr 10, 2007

Run Time 10:02:14 AM

DETAILED DISBURSEMENTS BY ORGANIZATIONAL UNIT

For Accounting Date 1/1/2007 through 3/31/2007

Report Parameters: Budget Period: % Fund: 12501 Department: 150% Project: % Program: 00000 Account: %

Budget Period		Fund		Department				Project/Grant		Program	
2005		12501 Ramsey Co Regional Rail Auth		150101 Ramsey Co Reg Rail Auth-RCRRA						00000 All Programs	
Account	Acctg Date	Journal ID	Journal Date	Journal or Expense Amount	Voucher ID or Journal Desc	P.O. Nbr	Check Nbr	Check Date	Voucher or Pymnt Status	Vendor ID / Name	REDR Client ID
421501	03/06/07	AP00811322	03/06/07	33.00	RRA 00004234	0000000484	0001036661	03/20/07		0000154904 Thompson,Coburn	
421501	03/13/07	AP00812528	03/13/07	297.60	RRA 00004254	0000000484	0001037555	03/22/07		0000154904 Thompson,Coburn	
Total Account 421501				330.60	Consulting Services				Account	421501	Payments: 330.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Program 00000				330.60	All Programs				Program	00000	Payments: 330.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Project/Grant				330.60					Project		Payments: 330.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Organization 150101				330.60	Ramsey Co Reg Rail Auth-RCRRA				Organization	150101	Payments: 330.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Fund 12501				330.60	Ramsey Co Regional Rail Auth				Fund	12501	Payments: 330.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Total Budget Period 2005				330.60					Budget Period	2005	Payments: 330.60 Journal Entries: 0.00 Undisbursed Expenses: 0.00
Grand Total, full report				349,174.06					Grand Totals		Payments: 349,154.97 Journal Entries: 0.00 Undisbursed Expenses: 19.09

End of Report

12/1



Report ID: RMGL100

Ramsey County ADEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page No. 1
Run Date 10.Apr.2007
Run Time 10:08:06 AM

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150101	All Programs 00000	Other Services & Charges 420000	1,656,927.00	0.00	45,460.67	179,855.20	10.85	1,431,611.13
150101	All Programs 00000	Supplies 430000	17,250.00	0.00	0.00	539.79	3.13	16,710.21
150101	All Programs 00000	Capital Outlay 440000	33,000.00	0.00	0.00	0.00	0.00	33,000.00
150101	All Programs 00000	Contingent 470000	180,680.00	0.00	0.00	0.00	0.00	180,680.00
Total for Organization: 150101			1,887,857.00	0.00	45,460.67	180,394.99	9.56	1,662,001.34
Ramsey Co Reg Rail Auth-RCRRA								
150201	All Programs 00000	Other Services & Charges 420000	350,000.00	0.00	84,785.00	57,437.93	16.41	207,777.07
Total for Organization: 150201			350,000.00	0.00	84,785.00	57,437.93	16.41	207,777.07
Central Corridor Operations								
150301	All Programs 00000	Other Services & Charges 420000	1,050,000.00	0.00	0.00	3,461.00	0.33	1,046,539.00
Total for Organization: 150301			1,050,000.00	0.00	0.00	3,461.00	0.33	1,046,539.00
Union Depot Operations								



Report ID: RMGL100

Ramsey County ARDEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page No. 2
Run Date 10-Apr-2007
Run Time 10:08:06 AM

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

Organization	Program	Account	Adjusted Budget Amount	Pre-Encumbered Amount	Encumbered Amount	Expended Amount	% Expended	Remaining Spending Authority
150401	All Programs 00000	Other Services & Charges 420000	10,000.00	0.00	0.00	0.00	0.00	10,000.00
Total for Organization: 150401			10,000.00	0.00	0.00	0.00	0.00	10,000.00
Diagonal Property Roseville								
150402	All Programs 00000	Other Services & Charges 420000	105,723.00	0.00	0.00	3,934.54	3.72	101,788.46
150402	All Programs 00000	Supplies 430000	250.00	0.00	0.00	250.00	100.00	0.00
Total for Organization: 150402			105,973.00	0.00	0.00	4,184.54	3.95	101,788.46
Northeast Corridor								
150501	All Programs 00000	Other Services & Charges 420000	1,500.00	0.00	0.00	0.00	0.00	1,500.00
Total for Organization: 150501			1,500.00	0.00	0.00	0.00	0.00	1,500.00
RCRRA Rush Line Operations								
150580	All Programs 00000	Other Services & Charges 420000	50,000.00	0.00	0.00	0.00	0.00	50,000.00
Total for Organization: 150580			50,000.00	0.00	0.00	0.00	0.00	50,000.00
RCRRA Rush Line Proj_Grt								
Total for Fund: 12501			3,455,330.00	0.00	130,245.67	245,478.46	7.10	3,079,605.87

23



Report ID: RMGL100

Ramsey County APPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page No. 3
Run Date 10.Apr.2007
Run Time 10:08:06 AM

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

<u>Organization</u>	<u>Program</u>	<u>Account</u>	<u>Adjusted Budget Amount</u>	<u>Pre-Encumbered Amount</u>	<u>Encumbered Amount</u>	<u>Expended Amount</u>	<u>% Expended</u>	<u>Remaining Spending Authority</u>
---------------------	----------------	----------------	---------------------------------------	----------------------------------	------------------------------	----------------------------	-----------------------	---

00
41



Report ID: RMGL100

Ramsey County APPEN
APPROPRIATION STATUS
By Fiscal Year & Accounting Period

Page No. 4
Run Date 10.Apr.2007
Run Time 10:08:06 AM

Business Unit: RC

Fund: 12501

Ramsey Co Regional Rail Auth

Budget Period: BY2007

To Fiscal Year: 2007

To Accounting Period: 12

% of Fiscal Year Elapsed: 100.00

<u>Organization</u>	<u>Program</u>	<u>Account</u>	<u>Adjusted Budget Amount</u>	<u>Pre-Encumbered Amount</u>	<u>Encumbered Amount</u>	<u>Expended Amount</u>	<u>% Expended</u>	<u>Remaining Spending Authority</u>
Report Total:			<u>3,455,330.00</u>	<u>0.00</u>	<u>130,245.67</u>	<u>245,478.46</u>	7.10	<u>3,079,605.87</u>

25

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

4/10/07
Date

Board Action Requested

Approve extension of a contract with Colle McVoy to December 31, 2007, at no additional cost, and authorize the RCRRA Chair to execute the contract.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution; and
 2. Proposed Contract Extension

Budgeting and Accounting

Kathleen Ak

County Attorney

W. T. Mac Miller

Risk Management

Documentation certified complete for:

April 17, 2007
Board Date

Angeline Taylor
Signature

4-10-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 17, 2007

No.: R07-

WHEREAS, Ramsey County Regional Railroad Authority has a goal of ensuring that the Central Corridor light rail transit project is constructed well, because it is a 100 year investment and will serve generations to come; and

WHEREAS, Ramsey County Regional Railroad Authority has an existing contract with Colle & McVoy that expires on April 30, 2007; and

WHEREAS, funding remains available in the existing contract; Now, Therefore, Be It

RESOLVED, That the contract with Colle & McVoy, a communications firm, at an amount not to exceed \$100,000 from February 13, 2007 through April 30, 2007, be extended to December 31, 2007 by the Regional Railroad Authority at no increase in total amount; and Be It Further

RESOLVED, That the Chair of the Regional Railroad Authority is authorized to execute the attached contract extension.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
DATED FEBRUARY 13, 2007
BETWEEN
THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
AND
COLLE & McVOY**

The Ramsey County Regional Railroad Authority and Colle & McVoy hereby agree that the Agreement (the "Agreement") entered into by and between the parties on or about February 13, 2007 is hereby amended as follows:

Section III (Time). Contractor shall complete all services by and this contract shall terminate on December 31, 2007.

This amendment is effective upon execution of the amendment by, and delivery of a copy of the executed amendment to, both parties.

Except as amended by this amendment, the terms and condition of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives on the dates indicated below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

COLLE & McVOY

Rafael E. Ortega, Chair

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number: _____

Kathryn Fischer
Kathryn Fischer, Director
Ramsey County Regional Railroad Authority
Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

PO #657

Funds are available

Account Number: 2007 12501 150201 421501 00000 - PO# 657

Budgeting and Accounting

3

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Fischer
Authorized Signature

4/10/07
Date

Board Action Requested

Authorize staff to negotiate a contract with URS for the Rush Line Alternatives Analysis study.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution; and
 2. Memorandum from K. Fischer, dated April 10, 2007.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

April 17, 2007
Board Date

Angelique Taylor
Signature

4-10-07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: April 17, 2007

No.: R07-

WHEREAS, Ramsey County Regional Railroad Authority authorized staff to issue a request for proposals for a Rush Line Corridor Alternatives Analysis study; and

WHEREAS, One proposal was received and one firm was interviewed by the members of the Rush Line Corridor Evaluation Committee, and

WHEREAS, the Rush Line Task Corridor Evaluation Committee recommends to Ramsey County Regional Railroad Authority that staff be authorized to negotiate a contract with the firm of URS; NOW, THEREFORE BE IT

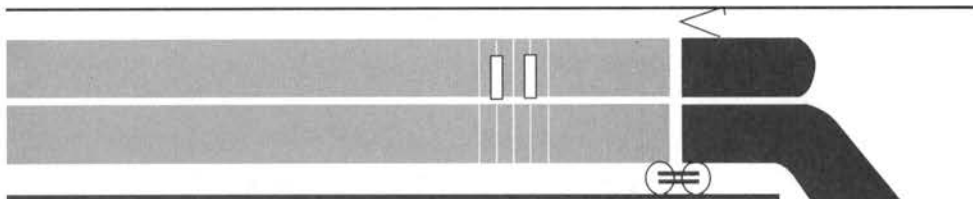
RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to negotiate a contract with URS in an amount not to exceed \$450,000.00.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn Fischer

Subject: Contract with URS for Rush Line Alternative Analysis Study

Date: April 10, 2007

Ramsey County Regional Railroad Authority authorized staff to issue a request for proposal for a Rush Line Corridor Alternatives Analysis study on December 12, 2006.

One proposal by URS was received and evaluated by an Evaluation Committee, consisting of Rush Line county staff, Metropolitan Council, and the Minnesota Department of Transportation. The Committee recommended proceeding with the received proposal based on URS' understanding of the project work scope, their past experience working on similar projects, and the proposed project team.

Staff is requesting permission to negotiate a contract with URS for this study at a not-to-exceed amount of \$450,000. Federal and local funding will be used to perform this work. The contract will come before you at a subsequent meeting for your approval.

Recommendation:

Consider the resolution attached which authorizes staff to negotiate a contract with URS for the Rush Line Corridor Alternatives Analysis study.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

6

REGIONAL RAILROAD AUTHORITY

K. Fischer
Authorized Signature

4/10/07
Date

Board Action Requested

Communications Activity Update

DISCUSSION ONLY

Request Justification

Art Coulson will present a communications activity update at April 17, 2007 meeting.

Budgeting and Accounting _____

County Attorney

Will Manley

Risk Management _____

Documentation certified complete for:

April 17, 2007
Board Date

Angelique Taylor
Signature

4-10-07
Date

April 13, 2007

Peter Bell, Chair
Metropolitan Council
address

Dear Chair Bell,

Ramsey County Regional Railroad Authority recently had a work session to discuss how the Central Corridor project might be expedited in order to reduce the capital costs of the project escalated due to inflationary factors.

One of the things we'd like to recommend is that the proposed reductions in the elements of the Central Corridor project, if reductions are necessary, be done at the conclusion of preliminary engineering, when the full scope of the project is better understood.

We also understand that delays add to the cost, and are committed to working very hard to have an agreement with Hennepin County and the Metropolitan Council in a timely manner about the funding for preliminary engineering.

We understand the importance of good communication between our organizations and wanted to let you about our recent discussions.

Sincerely,

know

Rafael E. Ortega, Chair
Ramsey County Regional Railroad Authority

Cc: Ramsey County Commissioners
David Twa, County Manager
Kathryn Fischer