



STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY OF XXX OR COUNTY

FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION
FOR
S.P. xx-xxx-xx; M.P. XXX XXXX(XXX)

This agreement is entered into by and between CITY OF XXX OR COUNTY (“City/County”) and the State of Minnesota acting through its Commissioner of Transportation (“Mn/DOT”),

Agency Agreement No. old(xxxxx) which has been executed between the City/County and Mn/DOT, appoints Mn/DOT as the City/County’s agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the City/County; and

Pursuant to Minnesota Statutes Section 161.36, the City/County desires Mn/DOT to act as the City/County's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and

The City/County is proposing a federal aid project to brief description of project, hereinafter referred to as the "Project"; and

The Project has been determined to be eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2008; and the project is identified in Mn/DOT records as State Project xx-xxx-xx, and in Federal Highway Administration (“FHWA”) records as Minnesota Project XXX XXXX(XXX); and

The City/County desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and

FHWA procedures to permit advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year, if sufficient funding and obligation authority are available; and

The City/County desires to temporarily provide City/County State Aid and/or other

local funds in lieu of the federal funds so that the project may proceed.

Mn/DOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY/COUNTY.

- A. The City/County will let a contract and construct the Project in accordance with Agency Agreement No. old(XXXXX). Payment provisions for federally eligible costs will be as stated herein.
- B. It is estimated that the total cost of the Project is \$ XXX,XXX and that the anticipated federal funding will be capped at \$ XX,XXX. The remaining share will be paid by the City/County.
- C. Request for reimbursement of the federal aid share of the federally eligible costs will be made after work has commenced, once funding and obligation authority are available (subject to the Area Transportation Partnership (“ATP”) policy).
- D. If the project is converted to federal funding before completion and final acceptance, requests for reimbursement will occur as partial estimates in accordance with Agency Agreement No. old(XXXXX).
- E. The City/County will pay any part of the cost or expense of the Project that is not paid by federal funds.

II. DUTIES OF Mn/DOT.

- A. Mn/DOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project and designation as an Advance Construction project.
- B. Mn/DOT will request the conversion of the Project to federal funding of eligible costs, on the following schedule within thirty days after the Annual Federal Appropriations bill is passed and Mn/DOT has received both the Apportionment and obligation authority.
 - 1. Federal funds advanced from Federal fiscal year 2008 are \$XX,XXX.
 - 2. Federal funds advanced from Federal fiscal year 2009 are \$XX,XXX.

- C. At such time that the project is converted to federal funding and such funding is received by Mn/DOT, Mn/DOT will reimburse to the **City/County** the federal aid share of the federally eligible costs, previously provided by the **City/County**. Reimbursement for **City/County** State Aid funds used in lieu of federal funds, will be deposited in the **City/County**'s State Aid Account. Reimbursement for other **City/County** funds used in lieu of federal funds will be forwarded to the **City/County**.
- III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
- A. The **City/County** authorized representative is **name, title, agency name, street address, city, MN 5xxxx-xxxx, phone xxx.xxx.xxxx**, or his successor.
- B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651-366-3822, or her successor.
- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs Mn/DOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement is be effective upon execution by the **City/County** and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for **five (5)** years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the **City/County** or Mn/DOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the **City/County** as set forth in this Agreement. In the event of such a termination the **City/County** will be entitled to reimbursement for Mn/DOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intend to be bound thereby.

CITY/COUNTY

City/County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

