

**AMENDMENT # 01 TO STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT #1033583**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$182,054
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date:	06/30/2021	Current Amendment Amount:	\$69,000
		Current Contract Total:	\$251,054

Project Identification: Airport Maintenance and Operations Activities.

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and City of Marshall acting through its City Council (“Recipient”).

Recitals

1. The State has a contract with the Recipient identified as MnDOT Contract No. 1033583 (“Original Contract”) to provide reimbursement for eligible airport maintenance and operations activities.
2. The Original Contract is being amended to include additional Federal CARES Act funding.
3. The State and the Recipient are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 5.1. **Consideration** is deleted in its entirety and replaced with the following:

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **State Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other state-eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State’s Authorized Representative.
 - 5.1.2. **Federal Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of federally-eligible operating expenses not reimbursed by any other source. Eligible operating expenses will be determined at the discretion of State’s Authorized Representative, in cooperation with the Federal Aviation Administration’s local Airport District Office. Eligible expenses will be determined in accordance with the Federal Aviation Administration’s Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CARES Act.
 - 5.1.3. **Priority of Reimbursement.** Costs that are eligible for both federal and state reimbursement will be reimbursed with federal funds, if available. If the federal funds available under section 5.1.6 of this agreement have been exhausted, these costs will then be reimbursed with state funds, if available.
 - 5.1.4. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.5. **State Maintenance and Operation Amount.** State has currently obligated \$91,027 of state funding in each State fiscal year to reimburse other eligible costs at 75%.

5.1.6. **Federal Operation Expenses Amount.** Recipient has been awarded \$69,000 in Federal CARES Act funding to reimburse federally-eligible costs at 100%.

5.1.7. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$182,054 (State fiscal years 2020 and 2021).

REVISION 2. Article 5.2.4. Grant Monitoring Visit and Financial Reconciliation, is amended as follows:

Grant Monitoring Visit and Financial Reconciliation. If State's total obligation is greater than \$50,000 in section 5.1.5 ~~5.1.4~~ above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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RECIPIENT

The RECIPIENT certifies that the appropriate person(s) have executed the contract on behalf of the RECIPIENT as required by applicable articles, bylaws, or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____