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MPD Finance Acknowledged

Agency Regional Planner Reviewed; Ready for Signing Process

CAR Agreement Number	GRT-23-0009163-T
AG Contract Number	P0012017003762
Program/Phase/Federal Aid	PPG24/PPG25
AFIS Payment Number and Address Code	IV0000000876 I0004
SAM.GOV UEI & CAGE Code	XBVCCJYS89H1 32DQ8
Description	Planning Organization Agreement for Work Program Implementation
AFIS GAE Number	To be provided in WP Award Letter(s)

GRANT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA ASSOCIATION OF GOVERNMENTS

THIS AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-401, § 28-334, § 28-367 et seq., is entered into
6/2/2023, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF
TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT and the PIMA ASSOCIATION OF GOVERNMENTS
(PAG) herein referred to as the MPO or SUBRECIPIENT. ADOT and the MPO are collectively referred to as the “Parties”, and
individually as ADOT, MPO, PAG, SUBRECIPIENT and “Party”.

RECITALS

- 1) To ensure a continuing, cooperative, and comprehensive performance-based statewide multimodal transportation planning process that involves cooperation/coordination between the MPO and ADOT through the sharing of information.
 - 2) The Metropolitan Planning Organization (MPO) and its boundaries were designated pursuant to the requirements of Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450 et seq.).
 - 3) The MPO is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, multimodal transportation system that facilitates the efficient, economic movement of people and goods; and supports metropolitan community development and social goals.
- (b) ADOT is a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450). ADOT is the direct recipient of federal apportioned and grant funds from Federal Highway Administration (FHWA) including but not limited to: State Planning and Research (SPR), Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG); and from Federal Transit Administration (FTA) funds including but not limited to: apportioned funds per United States Code (49 U.S.C. 5303), the 5310 Program, the 5311 Program; and other federal and state funds over which ADOT has fiduciary responsibility. ADOT provides all or part of those funds to SUBRECIPIENTS for the purpose of performing transportation planning and programming, activities of the Work Program, purposes identified in the Scope of this Agreement, and/or as identified for other specific projects. The Assistance Listing numbers are provided below for funds commonly awarded to ADOT as a direct recipient and for which ADOT often passes on all or part of those funds to subrecipients; this list is not all-inclusive and does not limit use of other funds under this Agreement.

Assistance Listing			
Assistance Listing Number	Agency	Grant Program	Title
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5304/5305	Metropolitan Transportation Planning
20.513	FTA	5310	Enhanced Mobility of Seniors and Individuals with Disabilities
20.509	FTA	5311	Formula Grants for Rural Areas and Tribal Transit Program

- 4) ADOT has primary responsibility for administering State Highway Funds pursuant to A.R.S. 28-6993(G). ADOT is authorized to allocate its funds for all transportation planning organizations throughout the State of Arizona and holds primary responsibility for administering its federal funds that are allocated to the MPO and ensuring that such funds are expended for eligible costs, purposes and activities in accordance with federal and state regulations, policies and program guidance that are allowable per 2 CFR 200 et seq. as adopted or otherwise modified pursuant to 2 CFR 1200 et seq.
- 5) The MPO is to be the subrecipient of Metropolitan Planning Funds (PL Funds) authorized under 23 U.S.C. 104(f) and 49 U.S.C. 5305 to carry out the provisions of 23 U.S.C. 134/49 U.S.C. 5303 combined into the CPG (Consolidated Planning Grant). The MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source or by ADOT.
- 6) In accordance with 2 CFR 200.329, ADOT is responsible for oversight of the operations of the Federal award supported activities and must monitor MPO activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by ADOT must cover each program, function or activity.
- 7) 23 CFR 450.314 requires that ADOT and the MPO enter into an agreement clearly identifying the responsibilities of the Parties for cooperatively carrying out the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law (including but not limited to corridor and subarea studies pursuant to 23 CFR 450.318), and complying with the relevant requirements of state and federal law, regulation, and policy.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

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DEFINITIONS

TERM	DEFINITION
Administrative modification (23 CFR 450.104)	A minor revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that includes minor changes to project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, a re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).
ADOT	Arizona Department of Transportation
Allocation	Funds described by the awarding Federal Agency as authorized for ADOT award or expenditure for a particular purpose and the portioned amount granted to the recipient of this Agreement by ADOT for the purpose described by the Agreement. Allocated funds are not available for use until obligated with and approved by the Federal awarding agency.
Amendment: Program/Projects (23 CFR 450.104) and Budget Revisions (2 CFR 200.308)	<p>A revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes or changing the number of stations in the case of fixed guideway transit projects). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment in this case is a revision that requires public review and comment and a re-demonstration of fiscal constraint. If an amendment involves “non-exempt” projects in nonattainment and maintenance areas, a conformity determination is required.</p> <p>ADOT extends the same term “Amendment” to major changes to the annual Work Program Budget or Plan. A modification to the Work Program that involves a major change to a project, project costs, initiation dates, design concept or scope, or a change that adds or deletes projects, or is otherwise stipulated as a change requiring approval under 2 CFR 200.308 shall be considered an Amendment for purposes of this Agreement.</p>
Asset management (23 CFR 450.104)	A strategic and systematic process of operating, maintaining, and improving physical assets, with a focus on engineering and economic analysis based upon quality information, to identify a structured sequence of maintenance, preservation, repair, rehabilitation, and replacement actions that will achieve and sustain a desired state of good repair over the lifecycle of the assets at minimum practicable cost.
BECO	ADOT’s Business Engagement and Compliance Office
CAGE Code	Commercial and Government Entity code is a five-character ID number used by the Federal Government to identify vendors (and those eligible for federal funds).
CFR	<p>Code of Federal Regulations available at http://ecfr.gov</p> <p><i>Disclaimer: CFR section numbers are primarily static, but sub-item numbers are no longer static as of the August, 2022 updates. CFR numbers referenced in this Agreement are accurate to the best of our ability. The content will remain even if the CFR number has changed since the last update to this Agreement.</i></p>
CMAQ	Congestion Mitigation Air Quality Improvement funds
COG	Councils of Government
Cognizant Agency (2 CFR 200.19)	Cognizant agency for audit: The Federal agency designated to carry out the responsibilities described in 2 CFR 200.513 Responsibilities, paragraph (a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit may be found at the Federal Audit Clearinghouse Web site.

TERM	DEFINITION
	<p>Cognizant agency for indirect costs: The Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this 2 CFR 200 on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following:</p> <p>(a) For IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11.</p> <p>(b) For nonprofit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, paragraph C.12.</p> <p>(c) For state and local governments: Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, paragraph F.1.</p> <p>(d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.</p>
Complete Streets standards or policies	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.
(CPG) Consolidated Planning Grants	Transit planning funds (5303/5304/5305 are now combined with PL funds and the new term is Consolidated Planning Grants (CPG).
DBE	Disadvantaged Business Enterprise
(FAC) Federal Audit Clearinghouse	Site to obtain form SF-SAC and to submit Audits. The last known website address for the FAC home page is https://harvester.census.gov/facweb .
(FAST Act) Fixing America's Surface Transportation Act	FAST Act: Fixing America's Surface Transportation Act signed December 4, 2015 (Public Law No. 114-94) provides long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act places focus on safety, keeps intact the established structure of the various highway-related programs, continues efforts to streamline project delivery, and provides a dedicated source of federal dollars for freight projects. The FAST Act, effective October 1, 2015, mandates additional requirements relevant to this Scope. The MPO shall incorporate the requirements as requested or required by ADOT or any applicable agency of the US DOT.
FHWA	Federal Highway Administration
Financial Plan (23 CFR 450.104)	Documentation required to be included with a metropolitan transportation plan and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of Federal, State, local, and private revenues and the costs of implementing proposed transportation system improvements.
Fiscal Year	State Fiscal Year of July 1 through June 30 of the following calendar year
Fiscally Constrained or Fiscal Constraint	The metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed" (23 CFR 450.104). The work program must also be fiscally constrained.
Fixed Rate Plan	Indirect Cost Plan wherein a fixed rate is agreed to in advance, based on an estimate of future costs, but not retroactively adjusted. Instead, the difference between estimated and actual costs is carried forward to future years.
FTA	Federal Transit Administration

TERM	DEFINITION
Grantee / Subgrantee	Grantee is used interchangeably with Recipient; Subgrantee is used interchangeably with subrecipient.
HPMS	The Highway Performance Monitoring System (HPMS) is a national level requirement of all states to provide data on all federally functionally classified roadways. The requirements data on the extent, condition, performance, use and operating characteristics of the nation's roads and highways. The HPMS contains administrative and extent of system information on all public roads, while information on other characteristics is represented in HPMS as a mix of universe and sample data for arterial and collector functional systems. (https://www.fhwa.dot.gov/policyinformation/hpms.cfm)
HURF	<p>The State of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles on the public highways of the state. These collections include gasoline and use-fuel taxes, motor-carrier taxes, vehicle-license taxes, motor vehicle registration fees and other miscellaneous fees. These revenues are deposited in the Arizona Highway User Revenue Fund (HURF) and are then distributed to the cities, towns and counties and to the State Highway Fund. These taxes represent a primary source of revenues available to the state for highway construction, improvements and other related expenses.</p> <p>The HURF Exchange program enables Arizona cities, towns, counties to design and build transportation projects using state funding, avoiding the expensive and time-consuming federal regulatory requirements. Political subdivisions with populations up to 200,000 are eligible for the program. Projects must be programmed in the applicable regional transportation improvement program (TIP).</p>
(IIJA) Infrastructure Investment and Jobs Act	The Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL) and originally in the House as the INVEST in America Act (H.R. 3684), is a United States federal statute enacted by the 117th United States Congress and signed into law by President Joe Biden on November 15, 2021.
(MAP-21) Moving Ahead for Progress in the 21st Century	On July 6, 2012, President Obama signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) as the federal funding mechanism for surface transportation programs. MAP-21 creates a streamlined, performance-based, and multimodal program to address the many challenges facing the U.S. transportation system. These challenges include improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery.
Matching Funds	A cost-sharing contribution to the project via confirmed cash or funding commitments from eligible sources without a real or apparent Conflict of Interest, that are used for eligible project purposes during the grant funding period. It is monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E.
Metropolitan Planning Areas	Metropolitan Planning Areas were established by the Governor of Arizona via Executive Order 70-2 dated July 8, 1970.
MPO	Metropolitan Planning Organization
Obligation	The portion of the allocated funds expected to be expended in the current federal fiscal year for the projects associated with the Agreement. If the estimate changes during the year, the amount designated as obligation with the Federal awarding agency must be adjusted and a time delay may occur for actual availability of funds for use. The obligation for the year cannot exceed the funds allocated for the agency.
OMB	Office of Management and Budget
OMB Circular	Available at http://www.whitehouse.gov/omb/information-for-agencies/circulars
Pass-Through Entity	A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74).

TERM	DEFINITION
Performance Measure (23 CFR 490.101)	An expression based on a metric that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for flight on-time performance is percent of flights that arrive on time, and a corresponding metric is an arithmetic difference between scheduled and actual arrival time for each flight).
Performance Metric (23 CFR 490.101)	A quantifiable indicator of performance or condition
Performance Target (23 CFR 490.101)	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Highway Administration (FHWA).
PL	Metropolitan Planning funds
Project	The preparation and adoption of the annual Work Program for the planning area which is supported by federal funds and/or the completion of the elements defined within the Work Program.
Recipient	The agency receiving funds directly from a federal funding source. All requirements placed on the recipient by the federal awarding agency, statute, rules, or directives are passed on to the subrecipients of that funding.
Revision	Changes that move funds around within a budget without changing scope, elements, or tasks and that do not modify the final total budget amount.
Single Audit, Scope	Any agency expending \$750,000 in federal funds must be audited annually. Pursuant to 2 CFR 200.514, a single audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); cover the entire operations of the auditee or include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period; and provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit.
SPR	State Planning and Research funds
STBG	Surface Transportation Block Grant funds
Subsidiary	Subsidiary means an entity in which more than 50 percent of the entity is owned or controlled directly by a parent corporation or through another subsidiary of a parent corporation.
System for Award Management (SAM) (https://www.sam.gov/content/home/)	The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM. You can use this site for FREE to Register to do business with the U.S. government, Update or renew your entity registration, Check status of an entity registration, Search for entity registration and exclusion records.
(STIP) State Transportation Improvement Program (23 CFR 450.104)	A statewide prioritized listing/program of transportation projects covering a period of 4 years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
Subrecipient	The legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided. Any person or government, department, agency, establishment, for-profit or not-for-profit (non-profit) organization that receives federal funds through ADOT.
Task	A specific task within a work element. For example: A Work Element might be "Data Collection" whereas a task under that element would be "Traffic Counting"
(TIP) Transportation Improvement Program (23 CFR 450.104)	A prioritized listing/program of transportation projects covering a period of 4 years that is developed and formally adopted by an MPO or MPOs as part of the metropolitan transportation planning process

TERM	DEFINITION
	for the MPA, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. chapter 53.
UEI	Unique Entity Identification number established and maintained at SAM.GOV
(UPWP) Unified Planning Work Program (23 CFR 450.104)	A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds. (MPD uses “WP” to refer to the annually-required work program in this Agreement.)
U.S.C.	United States Code – available at: http://www.gpo.gov/fdsys/
Work Element	A broad category of work. For example: “Public Participation”, “Data Collection”, or “Planning” represent work elements.
(WP) Work Program / Work Plan	The annual plan developed in cooperation with ADOT that lists all planning work elements and tasks to be undertaken during a State fiscal year, together with a complete description thereof and an estimated budget.

RESPONSIBILITY MATRIX for TIMED EVENTS

This RESPONSIBILITY MATRIX FOR TIMED EVENTS is provided to summarize compliance items within the scope and/or terms and conditions in this Agreement that contain deadlines, due dates, or required-by dates; and is intended as a quick reference reminder only. In the event that a deadline, due date, or required-by date is not found within this table or otherwise differs, the scope and/or terms and conditions in this Agreement take precedence. If a designated due date falls on a Saturday, Sunday or State Holiday, the preceding business day becomes the due date.

Due Date	MPO	ADOT	TASK	REFERENCE
2/1	X		Load available raw traffic counts from the previous calendar year to the regional MS2 TCDS module	Section 1.0
3/31	X		Complete Annual Audit of prior year & Submit Report	Section 6.0 (b) & (d)
4/1	X		Submit Annual Indirect Cost Plan	Section 5.0 (g)
4/1	X		Complete LPA DBE System Reporting	Section 12.21
5/29	X		Submit Approved WP to ADOT Regional Planner	Section 3.0
5/29	X		Submit a Funding Authorization Request Letter per funding source	Section 3.0
Prior to 6/30	X	X	Execute Agreement or Amendment to Extend Agreement	Section 29.0
7/1	X		Submit a four-to-five year TIP of prioritized projects, approved by the MPO board in E-STIP	Section 1.0
7/30	X		Submit Final Reimbursement Request (Invoice)	Section 7.0 (f)
7/30	X		Submit final Project Close-Out Letters	Section 7.0 (f)
10/1	X		Complete LPA DBE System Reporting	Section 12.21
7 Days	X		Within 7 calendar days, confirm good faith by contractors or determine action required for LPA DBE system discrepancies	Section 12.10
7 Days	X		Notify the contractor within 7 calendar days of receiving notice from ADOT BECO that a participating DBE is not meeting a Commercially Useful Function	Section 12.16
10 Days	X	X	Within 10 calendar days, notify MPD Finance of Monthly Reconciliation Variances	Section 7.0 (e)
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter	Section 12.11

Due Date	MPO	ADOT	TASK	REFERENCE
			federally-funded contracts in the LPA DBE System.	
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 calendar days after the end of each month	Section 12.12
15 Days		X	Issue payment or request for additional support within 15 calendar days of receipt of invoice	Section 7.0 (b)
30 Days	X		Comply with request for additional invoice support within 30 calendar days	Section 7.0 (b)
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 calendar days of subcontractor work completion	Section 12.20
90 days of Expiration or Termination of Grant		X	Submit all financial, performance and related reports for the MPO to the respective Federal Agency within 90 calendar days	Section 7.0 (e)
Within 90 days of Annual Notification	X		Sign, Affirm, and Return FTA Certifications and Assurances within 90 calendar days	Section 28.0
2 Weeks Prior to Biennial WP Meeting	X		Submit WP draft to ADOT Regional Planner within 2 calendar weeks	Section 3.0
First Thursday of Each Month		X	Distribute the Monthly Financial Statement	Section 7.0 (e)
Eighth of Each Month	X		Submit BECO's Monthly FHWA Report	Section 12.0
Last Day of Each Month	X		Monitor and enforce that contractors enter and report subcontractor payments in the LPA DBE System	Section 12.14
Monthly or Quarterly	X		Submit Invoice & Progress Report	Section 7.0 (a)(1) & (2)
Quarterly	X		Submit notice of no activity if applicable	Section 7.0 (a)(3)
Quarterly	X		Submit federal Disclosure of Lobbying Activity, Standard Form LLL if applicable	Section 23.0
Quarterly		X	ADOT MPD Finance shall provide a financial statement.	Section 7.0 (b)
Annually		X	Submit FTA Certifications and Assurances to MPO	Section 28.0

Section 1.0 SCOPE OF WORK

(a) Metropolitan Transportation Planning and Programming

The MPO shall perform designated requirements under 23 CFR 450 et seq., and meet all requirements of Subpart C - Metropolitan Transportation Planning and Programming (23 CFR 450.300 - 340 and subject appendices. For example: the MPO shall develop a metropolitan transportation plan according to the requirements of 23 CFR 450.324 that includes all required elements including but not limited to a financial plan 23 CFR 450.324(f)(11), and shall establish a metropolitan TIP (23 CFR 450.326). The requirements under 23 CFR 450 et. seq. are incorporated herein by reference.

The MPO must exercise the State's tribal consultation and coordination protocol. The purpose for this provision is to ensure compliance with ADOT's Department-Wide Native Nation/Tribal Government Consultation policy (Exhibit D) and Arizona Revised Statute Section 41-2051, Subsection C - Responsibilities of state agencies located at: <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/02051.htm>. An ADOT Tribal Transportation Consultation Online Training Course and Handbook are available to the SUBRECIPIENT on the Arizona Tribal Transportation website at: <https://aztribaltransportation.org/training>.

The MPO shall maintain an E-STIP account and submit to ADOT MPD a four-to-five year TIP of prioritized projects, approved by the MPO board, by July 1 of each year.

To assist ADOT in compliance with the provisions of 23 CFR Part 515 related to Asset Management Plans specific to the non-Interstate National Highway System (NHS): the MPO will include all local projects on the non-Interstate NHS in their TIP, regardless of funding source or administrative oversight. The MPO will work with their local public agencies and ADOT to develop 10-year state-of-good repair targets for NHS bridges and non-Interstate NHS pavements.

The MPO shall perform designated responsibilities from 23 USC et seq., 49 USC et seq., ARS 28-6993, and any other funding source when funding is allocated from such sources in the approved Work Program. By including a funding type in the Work Program budget, the MPO agrees to adhere to the requirements of each funding type and to perform all designated responsibilities of that funding type.

The HURF program is provided as an example of requirements that may exist. The HURF program derives from ARS 28-6993. In the event that the MPO accepts an award of HURF funds or uses HURF funds as a source of funding for a project in the Work Program, the MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source or ADOT policy.

The HSIP program is provided as another example of requirements that may exist. The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance. The HSIP is legislated under Section 148 of Title 23, United States Code (23 U.S.C. 148) and regulated under Part 924 of Title 23, Code of Federal Regulations (23 CFR Part 924). In the event that the MPO accepts an award of HSIP funds or uses HSIP funds as a source of funding for a project in the Work Program, the MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source and by the responsible ADOT group/division. Information about ADOTs HSIP program may be located at <https://azdot.gov/business/transportation-systems-management-and-operations/operational-traffic-safety/arizona-highway>.

The MPO shall establish and maintain an entity registration on the federal System for Award Management website: <https://www.sam.gov/SAM/>. This registration will be used by ADOT to confirm eligibility to receive federal funds.

The MPO shall adhere to relevant requirements from the agreements between ADOT and FTA or FHWA, as modified from time-to-time, or provide ADOT with relevant information, data, or reports to aid in ADOT's compliance. The FTA Master Agreement may be located at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>. The FHWA Stewardship Agreement may be located at <https://www.fhwa.dot.gov/federalaid/stewardship>.

In the event that the MPO determines that it will not follow any requirements established by optional funding sources, the MPO shall request an amendment to the Work Program to remove that funding source and/or its funded Projects. In the event reimbursements have already been issued from that funding source, 100% of those reimbursements must be returned to ADOT at the time of amendment request. The MPO may not request removal of funding sources mandated by its designation as an MPO and may not refuse to perform any associated requirements.

(b) Biennial Work Program

The Project under this Agreement is defined as the preparation and adoption of the biennial Work Program (WP) for the Metropolitan Planning Area which is supported by federal or state transportation funds. The WP is the biennial plan developed in cooperation with ADOT and public transportation providers, that lists all planning work elements and tasks to be undertaken during a fiscal year, together with a complete description thereof, the expected start and completion dates, and an estimated budget, as required by 23 CFR 450.308.

The WP shall include the major work elements the MPO proposes to undertake. Some examples include, but are not limited to: a fiscally constrained Transportation Improvement Program (TIP), Long Range Transportation Plan, data collection for the Highway Performance Monitoring System, a Public Participation Plan, and planning studies. Additional elements related to: transit, energy, programs that encourage and promote the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight (including accessible transportation facilities) and foster economic growth and development while minimizing transportation-related fuel consumption and air pollution, greenhouse gasses, Title VI, and air quality should be included when federally mandated or mutually agreed upon.

In the event the MPO does not have a Complete Streets standard and policy in place, the WP shall designate at least 2.5% of its PL funds on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities.

The WP shall include an organizational chart describing the functional relationship of MPO Employees. Other organizational information related to member agencies, the fiscal agent, legal counsel, governing committee structure, operational procedures, and bylaws shall be available to ADOT upon request.

The WP will include a detailed description of all equipment to be procured during the current period with a purchase price of \$5,000 or greater. Any equipment of \$5,000 or greater to be procured throughout the current WP period will require advanced written approval from ADOT and the federal funding agency.

The WP will include a high-level summary that includes examples of anticipated travel that aligns with the planned work activities / planning responsibilities of the MPO. Out of State travel must follow the State Travel Policy requirements. Any travel of \$5,000 or more must receive approval from the ADOT Regional Planner and federal funding agency.

Approval of the WP by each funding agency and the MPO Governing Board is required. Individual work elements or tasks of the WP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal statute, regulations, or guidance; state statutes, regulations, or rules; or additional guidelines or guidance provided by ADOT.

The approval for any specific WP extends for only the period for which the WP was developed in accordance with Federal requirements.

Portions of the WP not completed during the approved WP period are not eligible for funding, unless specifically included as a project in the succeeding WP.

The effective date of each WP will be July 1 of the first year of the biennial period and will be in effect for a twenty-four (24) month period. Upon approval of each new WP, the previous WP shall be closed in accordance with ADOT processes.

The MPO shall commence, carry on, and complete the WP with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities.

The MPO shall submit to ADOT such data, reports, records, contracts, and other documents relating to its performance under this Agreement as ADOT, the current Federal funding legislation / regulations, the federal funding agency, or the US Department of Transportation may require.

(c) Performance Provisions and HPMS Data Collection

Pursuant to 23 CFR 450.314(h), the MPO, the State, and providers of public transportation shall develop specific written provisions for cooperative development and sharing of information related to transportation performance data, the selection and reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the MPOs designated region, and the collection of data for the State asset management plan for the National Highway System.

ADOT acknowledges and accepts the responsibility for data accuracy and timely reporting of Highway Performance Monitoring System (HPMS) data under State Statute and Federal Regulations and Policy. This does not limit the necessary MPO participation in either the data collection process or meeting reporting requirements requested by the State. Consistent with 23 USC 134 and 23 CFR 450 et seq., participation is needed in the interest of potentially increasing the distribution of FHWA funding to the State, promoting consistency between transportation improvements and State and local planned growth, and enhancing the integration of connectivity of the transportation system across and between modes, providing successful, cohesive, long-range transportation plans.

ADOT requests the MPO and its member agencies to conduct traffic data collection contingent on available funding and resources to supplement the State's needs. ADOT heavily relies on local and regional participation to ensure federal HPMS compliance, particularly on roadways functionally classified above local such as Minor Arterials, Major Collectors, and Urban Minor Collectors. Locally managed data collection efforts are not only preferred, but highly encouraged in promoting the importance of data management and data quality by the road owner/maintainer. However, where member agencies are not positioned to collect traffic data, ADOT requests that counts may be collected at the MPO's level to supplement member agencies' efforts contingent on available funding and resources. In addition to these three categories, ADOT requests that all collected traffic count data be submitted for all other roadways, regardless of the functional classification or the federal aid eligibility. Local road information is used to provide more accurate traffic data estimates for the Model Inventory of Roadway Elements (MIRE) data reporting, statewide VMT calculations and modeling services to ADOT regional planning partners, ADOT groups, and the Federal Highway Administration.

ADOT and the MPO will coordinate to facilitate the collection of traffic count data. To facilitate meeting the federal reporting deadlines, available data should be reported in the Regional Traffic Count Data System) on at least a quarterly basis in a mutually agreeable to ADOT and the MPO data format from traffic counting collection mechanisms. Submission of available traffic count data is needed by February 1st of each calendar year for inclusion in that year's HPMS submission. In the event the MPO is not able to meet this deadline, contact aztrafficdata@azdot.gov for assistance. Reporting shall be a collaborative effort among ADOT, COGs, MPOs, TMAs, and member local public agencies. To facilitate this requirement, ADOT shall schedule training sessions, assist with integrating data from continuous counters to TCDS and Traffic Movement Count (TMC) modules, and provide ad-hoc support as needed.

(d) Requirements for Pass-Through

In the event that the MPO passes through funds to a subrecipient, the MPO is responsible for meeting the requirements of 2 CFR 200.332, and must execute an agreement with the subrecipient requiring compliance with the terms and conditions of this Agreement. Reference 2 CFR 200.331 to determine the difference between a subrecipient and contractor.

(e) English Language

Pursuant to 2 CFR 200.111 where a significant portion of the MPO or its subrecipient(s) employees who are working on a federally funded project are not fluent in English, the MPO and its subrecipient(s) must provide the information about the federal award in English and in the language(s) with which employees are more familiar. In the event of inconsistency between any terms and conditions of the award and any translation into another language, the English language meaning will control.

(f) Mandatory Disclosures

As required by 2 CFR 200.113, the MPO shall disclose, in a timely manner, in writing to ADOT, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200 Appendix XII are required to report certain civil, criminal, or administrative proceedings to SAM. (Previously known as the Federal Award Performance and Integrity Information System, FAPIIS reports are now called Responsibility/Qualification records and are part of the SAM.GOV entity information). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

(g) Governing Provisions

Pursuant to 2 CFR 200.101 (d), with the exception of 2 CFR 200 subpart F, which is required by the Single Audit Act, in any circumstances where the provisions of Federal statutes or regulations differ from the provisions of 2 CFR 200, the provision of the Federal statutes or regulations govern. This includes, for agreements with Indian tribes, the provisions of the Indian Self-Determination and Education and Assistance Act (ISDEAA), as amended, 25 U.S.C 450-458ddd-2.

Section 2.0 WORK PROGRAM BUDGET

The WP Budget shall consist of separate statements for WP Years 1 and 2 that include federal, state, local, and other funding sources by work element and task. The MPO shall maintain said WP Budget, carry out the WP, and shall incur obligations against and make disbursements of WP funds only in conformity with the latest approved budget for the WP. As so stated, the approved amount for each specific work element and task shall be consistent with the budgeted amount as defined in the WP.

The WP shall include an indicator for each project in the budget to indicate whether that project is expected to be procured for contractors/consultants to perform the project or to purchase items. The MPD Contracts Program Manager will use that list to submit to ADOT Business Engagement and Compliance Office (BECO) for advance establishment of the AZUTRACS system “project number” for completing a DBE Goal Assessment and the project’s procurement submitter’s ability to meet the mandatory AZUTRACS “bidder’s list” requirements. Reference the Procurement section for additional details.

Revisions to the WP Budget may occur periodically and must be made in accordance with 2 CFR 200.308. Revisions to the work program may also require revisions to the STIP, TIP or other requirements relative to 23 CFR 450. However, every revision of the work program may not require formal amendments. Revisions that do not modify the ADOT, FHWA and FTA approved WP final total budget or the overall scope of approved work plan elements or tasks are defined by 23 CFR 450.104 as “Administrative Modifications”.

ADOT, FHWA, and FTA shall be notified of all revisions prior to approval by the MPO.

Changes in the scope of an approved work program element or task and additions or deletions of funds which change the total funding of an approved task shall be considered “amendments” requiring the MPO to obtain prior approval in accordance with 2 CFR 200.308. Pursuant to 2 CFR 200.308(f) and FHWA, the transfer of funds among direct cost categories or programs, functions, and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency require prior approval.

The MPO will submit the revised work plan to the ADOT Regional Planner in writing electronically or by mail summarizing the requested modifications. ADOT will notify FHWA and FTA of the respective modification and advise the MPO of final disposition within 10 calendar days of notice from FHWA or FTA.

A request for prior approval of any budget revision will be in the same budget format (2 CFR 200.308(i)) and shall be accompanied by a narrative justification for the proposed revision.

A request for prior approval under the applicable Federal cost principles may be made by letter. A request by the MPO for prior approval will be addressed in writing to ADOT. The awarding agency will promptly review such a request and shall approve or disapprove the request in writing.

The MPO shall limit the total amount of funds programmed in the WP for the fiscal period to the following:

- (1) Funds allocated to the MPO for the subject fiscal period from all sources;
- (2) Any unspent funds that had been approved in the previous fiscal period for which final billing had not been received.
- (3) The value of third party in-kind contributions may be accepted as the match for federal funds, in accordance with the provisions of 2 CFR 200.306 and 2 CFR 200 Subpart E. ADOT requires match to be applied on specific work elements or tasks. The amount of in-kind contributions shall be identified in the WP and be accompanied by a narrative description of the service being provided in addition to identification of the organization that will be providing the service and the source of valuation for the dollars attributed to such service.

Section 3.0 WORK PROGRAM APPROVAL AND TIMELINES

The MPO will submit a WP draft to the ADOT Regional Planner for review and comments to be incorporated into the WP two calendar weeks prior to the biennial Work Program meeting.

The MPO shall submit one electronic copy of the approved WP preferably by May 29th but not later than five (5) days after Regional Council approval. In the event that Regional Council meets after May 29, the MPO will send the draft version by this deadline and then the approved version after Regional Council meets in May. ADOT will submit the MPO WP with the State WP to FHWA and FTA for approval. For funds to be available for use by July 1st, the MPO shall also submit by May 29th, a fund authorization request letter for each funding source to MPDAUTHORIZATION@AZDOT.GOV and cc: the ADOT Regional Planner. If a designated due date falls on a Saturday, Sunday or State Holiday, the preceding business day becomes the due date.

The MPO may not incur any costs for work outlined in the WP or any subsequent amendments prior to receiving written approval from ADOT, FHWA, and FTA. Any costs incurred prior to receiving written approval from ADOT for State funds shall not be eligible for reimbursement. Any costs incurred prior to receiving written approval from the federal awarding agency shall not be eligible for reimbursement from federal funds in accordance with 2 CFR 200.458.

Section 4.0 RIGHTS OF REVIEW

As required by 2 CFR 200.337, ADOT, and each federal funding agency shall have the right to access and review the work (and approval or concurrence as appropriate), including, but not limited to: the WP, the Transportation Improvement Program (TIP), the Long-Range Transportation Improvement Plan, all technical reports, the annual report, and all planning data prepared by the MPO. If ADOT, or a federal funding agency finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved Work Programs, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, FHWA, and/or FTA may use the enforcement actions contained in 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law. Right of access lasts as long as the records are retained (2 CFR 200.337(c)).

Section 5.0 ACCOUNTING RECORDS

(a) Establishment and Maintenance of Accounting Records

The MPO shall implement strong internal controls for accounting and compliance with grant/funding terms and conditions and ensure that its financial management system and any other system used for documentation or compliance is appropriate to implement the Work Program. The financial management systems must comply with all the requirements of 2 CFR 200.302.

1. Pursuant to 2 CFR 200.303, the MPO shall establish and maintain effective internal control over the Federal award that provides reasonable assurance that they are managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
2. The MPO shall comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.
3. The MPO shall evaluate and monitor its compliance with statutes, regulations and the terms and conditions of Federal awards.
4. The MPO shall take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. The MPO shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or ADOT designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
6. The MPO shall establish separate Project Accounts for each work element of the Work Program Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Work Program Budget. The Work Program Budget and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by ADOT, FHWA, and FTA or the Comptroller General of the United States in accordance with the requirements of 2 CFR 200.337.

7. Documentation shall be collected and stored as designated in 2 CFR 200.336; whenever practicable, in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The SUBRECIPIENT must always provide or accept paper versions to include not more than an original and two copies of Federal award-related information upon request. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(b) Funds Received or Made Available for the Work Program

Pursuant to the requirements of 2 CFR 200.307, the MPO shall record in the Project Account all payments received by it from ADOT pursuant to this article and all other funds provided for, accruing to, or otherwise received on accounts of the WP, which ADOT payments and other funds are herein collectively referred to as WP Funds.

(c) Costs Incurred for the Project

The MPO shall charge to each Project Account all eligible costs of the WP. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of ADOT, FHWA, and FTA shall not be considered eligible costs. Generally allowable and unallowable expenses/costs are described in 2 CFR 200.400-.476. ADOT will determine permissibility of individual cost elements not specifically described in regulation.

(d) Documentation of Work Program Costs

All costs charged to the WP including any approved services contributed by the MPO or others, shall be supported as required by 2 CFR 200.302 (b)(3) and 2 CFR 200 et seq.

(e) Documentation of Matching Funds

Match is defined as monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. Most federally-funded programs cannot use federal funds to provide match but certain exceptions exist to that stipulation. The MPO is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Project. The MPO shall maintain records of verifiable matching funds and verifiable third party in-kind contributions as required by 2 CFR 200.306 and 2 CFR 200.302. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees or cost-type contractors. These records must explain and demonstrate how the value placed on each third party in-kind contribution was derived.

(f) Checks, Orders, and Vouchers

Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Work Program will be drawn only in accordance with a properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. Signed vouchers shall incorporate the certification requirements pursuant to 2 CFR 200.415. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the WP shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

(g) Indirect Costs

If the MPO desires to be reimbursed for indirect costs, the MPO must prepare an indirect cost rate proposal and related documentation to support those costs. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. If the MPO does not receive more than \$35 million in direct Federal funding, the MPO must develop an indirect cost proposal in accordance with the requirements of 2 CFR 200 Appendix VII and maintain the proposal and related supporting documentation for audit pursuant to 2 CFR 200.333 and submit the proposal to the cognizant agency for indirect costs if required by the cognizant agency to do so.

Pursuant to 2 CFR 200.414(f) any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of up to 10% of modified total direct costs which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for

all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

No documentation is required to justify the 10% de minimis indirect cost rate, but an indirect cost plan is still required to document the intent to apply the de minimis rate.

Pursuant to 2 CFR 200.414(g) Any non-Federal entity that has a current federally negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4 -year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

Pursuant to 2 CFR 200 Appendix VII.D.1.d, indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

Even if the MPO is incorporated as a nonprofit corporation under state law, 2 CFR 200 Appendix IV is not applicable. If the MPO receives only pass-through funds, ADOT will be responsible for negotiating and/or monitoring the MPOs indirect costs pursuant to 2 CFR 200 Appendix VII.D.1.b. The cognizant agency for indirect costs will review indirect costs proposals within a reasonable amount of time. The cognizant agency for indirect costs will review central services proposals within six months of receipt of the proposal and either negotiate/approve the proposal or advise the MPO of additional documentation needed to support/evaluate the proposed plan or the changes required to make the proposal acceptable.

After the plan has been approved by the cognizant agency (if required) the MPO must submit the approved plan to ADOT for review. ADOT reserves the right to respond with questions or concerns about the submitted plan, and to request resolution of errors. In the event that ADOT will act as the approver of the plan, ADOT will review the plan in detail following a similar review as completed by federal agencies. The Plan will establish the rate used for billing indirect costs.

ADOT will not reimburse the MPO for indirect costs if an Indirect Cost Plan is not in place.

Section 6.0 AUDIT

The administration of resources awarded by ADOT to the MPO may be subject to audits and/or monitoring by ADOT, as described in this section.

(a) Monitoring

In accordance with 2 CFR 200.329, ADOT shall monitor all activities performed by its staff or by subrecipients to assure that the work is being managed and performed satisfactorily and that time schedules are being met. Therefore, in addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq. (2 CFR 200.500-521), monitoring procedures may include, but not be limited to, on-site visits by ADOT staff or designees, limited scope audits as defined by 2 CFR 200 Subpart F and/or other procedures. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by ADOT staff to the MPO regarding such audit. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG), and ADOT's Financial Management Services.

It is the responsibility of the MPO to monitor their subrecipients.

b) Federally funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in 2 CFR 200 Subpart F, et seq.,) are to have audits done annually using the following criteria:

1. In the event that the MPO or their subrecipient expends \$750,000 or more in Federal awards in its fiscal year, the MPO and the subrecipient must have a Single Audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq. Any non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503: Relation to Other Audit Requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, the State, ADOT, and the Government Accountability Office (GAO). In determining the Federal awards expended in its fiscal year, the MPO and subrecipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, et seq. An audit of the MPO conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions 2 CFR 200 Subpart F, et seq. will meet the requirements of this part.
2. In connection with the audit requirements, the MPO shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.
3. If the MPO expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).
4. If the MPO is exempt from the Federal audit requirements, pursuant to 2 CFR 200.501(d), records must be available for review or audit by appropriate officials and an annual financial report must be submitted to ADOT MPD Finance. In the event the amount of federal funds granted to the MPO does not trigger the requirements for an audit, pursuant to 2 CFR 200.501, the State may still request a review.
5. Federal awards are to be identified using the Assistance Listing title and number, award number and year, name of the awarding federal agency, and percentage of federal participation.
6. In compliance with 2 CFR 200.512(a), et seq., the audit shall be completed and the report must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. If the audit due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

(c) **Other audit requirements**

The MPO shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the MPO fails to take corrective action, ADOT will make a determination to:

1. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the MPO of disallowed costs, or
2. take other action as determined appropriate.

If the MPO has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved in accordance with the section titled *REQUISITIONS AND PAYMENTS: Billing Limitation and WP Closeout* of this Agreement. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(d) **Report submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., and required by this section titled AUDIT and/or the section titled REQUISITIONS AND PAYMENTS of this

Agreement shall be submitted when required by 2 CFR 200 Subpart F, et seq., directly to The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512 at <https://facweb.census.gov/uploadpdf.aspx>.

2. Copies of reporting packages for other audits conducted as requested by ADOT or the funding federal agency(s) or written communication between the MPO and the independent auditor in compliance with the Statement on Auditing Standards No 114 and required by this section titled AUDIT and/or the section titled REQUISITIONS AND PAYMENTS of this Agreement shall be submitted directly to each of the following:
 - a. SingleAudit@azdot.gov.
 - b. The Federal Highway Administration at Arizona.FHWA@dot.gov.
 - c. Other Federal agencies and pass-through entities identified in the request.

(e) **Record Retention**

The MPO, along with their subrecipients, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow ADOT, FHWA, and FTA or its designee, access to such records upon request. The MPO shall ensure that audit working papers are made available to ADOT, FHWA, and FTA, or its designee, upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by ADOT. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, A.R.S. 35-215, 2 CFR 200.334.

Section 7.0 REQUISITIONS AND PAYMENTS

(a) **Arizona Electronic Grant Management System (E-Grants)**

The STATE implemented an electronic grant management system, titled "E-GRANTS". The MPO agrees to submit all related documents through that system as required and requested by the STATE. The MPO further agrees that any scanned documents attached in E-Grants shall be clearly legible and in PDF format. The STATE certifies that the electronic signatures comply with A.R.S. 44-7031. The MPO agrees that any electronic signature processed through E-GRANTS has the same force and effect as a written signature and shall be considered a legal signature pursuant to A.R.S. 44-7007.

For further instructions on using the E-Grants system, please refer to the E-Grants Subrecipient's User Guide at <https://azdot.gov/sites/default/files/media/2022/12/E-Grants-Subrecipient-Training-Document.pdf>.

The MPO shall maintain an active E-Grants profile with current email, address, and phone contact information.

(b) **Actions by the MPO**

In order to obtain any payment, the MPO shall:

- (1) Submit invoicing electronically in E-GRANTS wherever feasible. Paper invoicing will no longer be accepted for funding types identified in E-GRANTS. The MPO agrees that all invoices and supporting documentation shall be submitted electronically through E-Grants. Submit no more than monthly and no less than quarterly through eGrants.

If invoicing for a funding type not identified in E-GRANTS, submit by EMail to MPDINVOICE@AZDOT.GOV, its payment requisition in the format provided by ADOT in Exhibit A, as amended from time-to-time, and such other data pertaining to the Project Accounts and the WP as ADOT, FHWA, and FTA may require, to justify and support the payment requested.

All projects must reflect reimbursements within each calendar quarter. If the MPO chooses to invoice on a quarterly basis only, invoices shall be submitted no later than the 15th day of the third month of each calendar quarter. The purpose of this requirement is to ensure that a payment occurs at a minimum each quarter. Funds not processing payments on a quarterly basis become inactive and may be forfeited. Thus, for those subrecipients choosing to invoice quarterly, adjustments may be made for the prior quarterly invoice period on the next quarterly invoice submission.

- (2) Support project-appropriate expenses and costs associated with the Approved Work Plan and the Approved Budget by receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E – Cost Principles, (2 CFR

200.400-.476), and ADOT, as appropriate. All support documentation must be dated within the Work Program period (except the final closeout invoicing as described in this Agreement) to be considered eligible. The MPO may not incur any costs for work outlined in any amendment prior to receiving approval of that amendment. Any costs incurred prior to receiving such a written document shall not be eligible for reimbursement.

System-generated ledger report(s) that includes proof of payment (such as check number and date paid) must be submitted with the reimbursement request. Travel receipts should always be attached. All other detailed support documentation shall be maintained by the MPO and shall not be submitted to ADOT unless and until requested.

(3) Be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its subrecipients. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq. and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the SUBRECIPIENTS federal cognizant agency and accepted by ADOT.
- Be necessary and reasonable for proper and efficient performance and administration of the WP;
- Be an eligible expense under federal and state statutes and program regulations;
- Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
- Be determined in accordance with generally accepted accounting principles;
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, nor will it be used as such in future periods;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

The narrative progress report shall describe the work and products accomplished which adequately justify and support the payment requested.

(4) If no costs were incurred in the quarter, submit a zero dollar (\$0.00) invoice in E-Grants and a statement to the ADOT Regional Planner explaining the lack of forward progress. Be aware that projects deemed inactive or not showing any forward progress may be in jeopardy of losing funding pursuant to federal rules and/or ADOT policy.

(5) Comply with all applicable provisions of this Agreement.

(6) **Certifications Required:** As required pursuant to 2 CFR 200.415(a) to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the MPO, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

(c) **ADOT's Obligations**

ADOT MPD Finance shall provide a financial statement to the MPO on at least a quarterly basis.

Subject to other provisions hereof, ADOT will approve and honor such requisitions in amounts deemed proper in accordance with 2 CFR 200 et seq. to ensure the implementation of the WP and will reimburse eligible costs thereof in accordance herewith.

In accordance with 23 U.S.C. 104 and specific guidance from ADOT, FHWA and FTA, ADOT will reimburse the MPO for actual expenses incurred by the MPO in furtherance of the WP. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

ADOT will reimburse the MPO no later than 15 calendar days from receipt of the request for reimbursement from the MPO. If ADOT believes the MPO did not provide adequate supporting documentation for reimbursement claims ADOT will reject the invoice, which will require resubmission by the MPO.

Notwithstanding any other provision of this section, ADOT may, by providing written notice, elect not to make a payment in the event of:

1. Misrepresentation: The MPO made a misrepresentation of a material nature in its WP, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;
2. Litigation: There is then pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the WP, this Agreement, or payments to the MPO;
3. Concurrence by ADOT: The MPO has taken any action pertaining to the WP which requires the prior approval of ADOT, the funding federal agency or has made related expenditures or incurred related obligations without having been advised by ADOT, the funding federal agency that the same are approved and satisfactory;
4. Conflict of Interests: The MPO has violated any of the conflict of interest provisions of this Agreement.

(d) **Disallowed Costs**

In determining the amount of the payment, ADOT will exclude all WP costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved Work Program Budget, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by ADOT.

It is agreed by the MPO that where official audits or reviews disclose that the MPO has been reimbursed by ADOT for ineligible work, under applicable federal and state regulations, that the value of such ineligible items will be deducted by ADOT from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by ADOT, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse ADOT within 30 calendar days for any and all amounts for which ADOT has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency or ADOT.

The MPO agrees that ADOT may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the MPO is not received by ADOT after the 30th day from the written notice from ADOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by ADOT.

(e) **Monthly Reconciliation Process**

The monthly financial statement, to be distributed the first Thursday of each month, is the tool to ensure that all invoices have been properly accounted for by both parties and to ensure both parties are in agreement as to the remaining balances for each work element and funding source. The MPO shall review the financial statement, and if there are variances, the MPO shall notify MPD Finance within ten (10) calendar days. The MPO shall be responsible for providing any necessary supplemental information to reconcile variances.

(f) **Billing Limitation and WP Closeout**

The MPO shall submit to the ADOT MPD Finance & Administration invoices and documents necessary for the close out of the project. Final invoices are due to ADOT in E-Grants no later than July 30th. If the MPO anticipates that it will not have its final invoices submitted to ADOT by the July 30th deadline, the MPO shall notify ADOT in writing, subject to ADOT MPD Finance approval. ADOT will accept no further billings and will not reimburse for work accomplished on the task or subtask as defined in the WP after July 30th unless a time extension has been requested by the MPO and approved by ADOT MPD Finance. Project Close-Out Letters should be submitted to MPDAUTHORIZATION@AZDOT.GOV and cc: the ADOT Regional Planner for each funding type as each project completes, but at a minimum, shall be submitted by July 30th of each WP funding year for each funding type.

In accordance with 2 CFR 220.343, within 90 calendar days of the expiration or termination of the grant of funds for a WP, ADOT will submit all financial, performance and related reports for the MPO to the respective Federal Agency. After the WP has been closed, ADOT will de-obligate and re-obligate those funds using a new federal aid number to reflect the use of those funds in the new program year. ADOT will provide a copy of the de-obligation and re-obligation authorization within 10 business days after receipt from the federal agency.

The MPO understands that if it fails to timely perform its obligations, or in a timely manner submit invoices and documents necessary for the close out of the WP, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds and ADOT will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

(g) Availability of Funds

Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

(h) Lapsing Funds

When funds are approaching expiration, ADOT will work in collaboration with the MPO to obligate the funds and enable expenditure prior to expiration. However, in accordance with FTA Circular 9030.1, 5307 Grant Program funds remaining available for obligation 90 calendar days prior to the expiration of their period of availability (year for which apportioned plus three) may be used by ADOT in any area within the state without prior consultation.

Section 8.0 PROCUREMENT, FIXED ASSETS, TRAVEL

(a) Procurement Policy

Pursuant to 2 CFR 200.317, the MPO must follow the procurement standards in §§ 200.318 through 200.327.

The MPO certifies that all procurement related to the WP and/or this Agreement shall include a fully executed contract with its vendor prior to incurring expenditures for that procurement and shall comply with all applicable federal, state, local, and tribal regulations, MPDs Standard Work for Subrecipient Procurements, visible at:

https://docs.google.com/document/d/e/2PACX-1vT_dAIJMuntk7kDr4yxJtEo73AhaZYclas14iNgw63cler5lVVWuSo2ewlIMxOvOumXbKFdVpyvH3-C/pub and MPDs Subrecipient Procurement Compliance Checklist, visible at:

https://docs.google.com/spreadsheets/d/e/2PACX-1vTRUM03uXA2NyGrWfn-AvN35HJhUElGx5UXatifEMlekHgmVeli71e8CBvroVLTcj_fcH89x466hZUP/pubhtml.

Each new procurement with FHWA funds must have a DBE Goal Assessment completed prior to solicitation. Each new procurement using any US Department of Transportation funds must reference the AZUTRACS "project number" and "project title" designated for the AZUTRACS "bidder's list" purposes. It is mandatory for proposers/bidders to submit their "bidder's list" to be considered susceptible for award. When new procurements not originally noted in the WP Project budget as a Procurement, and using funding under this Agreement are needed, email MPDCONTRACTS@AZDOT.GOV to request the new "project number" to be used in AZUTRACS goal assessment requests and bidder's lists. Post award, each procurement shall be entered into the LPA DBE system using that designated "project number" as the first part of the "contract number" in the LPA DBE System contract create process, appending the MPOs internal contract numbering to the end. This allows the MPO to search the system for its contracts, and allows MPD Contracts to search the system for ADOTs oversight requirements for the same contract. In compliance with the DBE Program

Plan, the MPO will not withhold retainage on projects funded under this Agreement pursuant to 49 CFR 26.29.b(1). However, if, in the opinion of the MPO, progress is unsatisfactory after 75 percent of the contract time has expired, the MPO may withhold 10 percent of payments due the contractor until progress is determined to be satisfactory. If retention is withheld from the prime contract in this circumstance, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the MPO retains under the prime contract. The contractor and each subcontractor of any tier shall pay all monies, due to its subcontractor within seven (7) days of receipt of payment from the MPO for work that is satisfactorily completed.

In addition to other clauses required throughout this Agreement or by State law, the MPO shall include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

1. The requirements in 2 CFR 200.327,
2. The requirements in 2 CFR 200 Appendix II,
3. FHWA funded procurements/contracts located at:
www.fhwa.dot.gov/programadmin/contracts/core02.cfm and www.fhwa.dot.gov/construction/cgit/form1273.cfm and
<http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>, as revised from time to time,
4. FTA funded procurements/contracts: Circular 4220 Third Party Contracting Guidance or its Appendix D, as revised from time to time, available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>. Procurement Pro from National RTAP can be a good resource for the required federal language except that the State DBE and Title VI required language must also be included. Using Procurement Pro does not relieve the subrecipient from the responsibility of ensuring that all the terms and conditions are complete and in compliance with Federal, State, and Local regulations.
5. Any requirements established by a particular funding type, program, or in funding agency guidelines
6. Provisions for Prompt Payment deadlines. The funding in this Agreement includes reimbursement of expenditures necessary to accomplish the work program. Payment may not rely on receipt of funds from ADOT before paying vendors/contractors/consultants.
7. The requirements in 23 CFR 420.121 for FHWA planning and research funds.
8. The requirements in 49 CFR 613 for FTA metropolitan and statewide non-metropolitan planning funds.

The MPO certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor's and/or sub-contractor's responsibility to comply with this Agreement.

(b) Use, and Disposition of Real Property and Equipment

The procurement, use, and disposition of real property and equipment shall be consistent with the approved WP and in accordance with the requirements of 2 CFR 1201.313, 2 CFR 200.313, and ADOT Policy FIN-11.08 Federal Property Management Standards which are incorporated herein by reference and made a part of this Agreement. The MPO agrees to inventory, to maintain records of and to insure the proper use, control, and disposal of all property, equipment, computer hardware, and furniture, acquired pursuant to funding under this Agreement.

(c) Travel

Pursuant to 2 CFR 200.425, all travel for the MPO and its Vendors funded through the WP Projects must comply with the State policies for Travel. In the event the MPO chooses to reimburse vendors or employees at rates higher than those authorized in State travel policy, when submitting travel reimbursement requests, each receipt must indicate the amount excluded from the reimbursement request. The MPO may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved WP. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at <https://gao.az.gov/publications/saam>. The MPO shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to vendors or other non-ADOT-employees must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form. The MPO may submit a single rental vehicle justification form with an established not-to-exceed budget rather than a new form for each instance of rental need. Once that budget has been met, a new form must be submitted for approval.

The Director of the MPO, or the person or office to whom such authority may be delegated in writing by the Director, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement.

The Director of the MPO, or the person to whom such authority may be delegated in writing by the Director, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel expenses incurred in the performance of this Agreement, subject to the availability of funds.

(d) **Permits**

Proper permits must be obtained to conduct business or work on ADOT's right of way when applicable.

Section 9.0 **CONTRACTS OF THE MPO**

When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its vendor or subrecipient that specifies the next fiscal year's funding approval upon availability of funds.

Section 10.0 **PUBLICATIONS**

All reports and maps completed as a part of this Agreement, jointly written or produced by the MPO, except copies of such documents made for the exclusive internal use of the MPO, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties.

In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

"This report was funded in part through grant(s) from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation via the Arizona Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".

Section 11.0 **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The SUBRECIPIENT HEREBY AGREES THAT as a condition to receiving any Federal financial assistance provided by the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The SUBRECIPIENT shall also incorporate and comply with the terms and conditions established in Appendix A.

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the SUBRECIPIENT is herein notified of such. Additionally, the SUBRECIPIENT shall include the following information in each of its agreements/contracts associated with the WP.

*The **Arizona Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair*

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

TITLE VI: APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI: APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

Section 12.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The MPO and its subrecipient receiving US DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at <https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance> and are herein incorporated by reference.

Non-Discrimination

The SUBRECIPIENT will not 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 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not 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 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan; acting as the single point of contact for DBE compliance.
✓	✓	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✓	✓	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✓		3.a	Submit by the 8th of each month, a completed Business Engagement Compliance Office (BECO) form reporting all new awards and modification to awards for projects funded by FHWA.
✓	✓	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✓	✓	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✓	✓	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✓	✓	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✓	✓	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✓	✓	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✓	✓	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven calendar days after reviewing relevant documentation.
✓	✓	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter in the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✓	✓	12	No later than 15 calendar days after the end of each month, the SUBRECIPIENT reports payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located at www.arizonalpa.dbesystem.com .
✓	✓	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com
✓	✓	14	Monitor and ensure that contractors enter and report subcontractor payments by the last day of each month for the previous month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓	✓	15	Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: <ul style="list-style-type: none"> - Withholding payments; - Assessing sanctions; - Liquidated damages; and/or - Disqualifying the contractor from future bidding on the grounds of being non-responsible.
✓	✓	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee's decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✓	✓	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✓	✓	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.
✓	✓	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award.
✓	✓	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 calendar days of subcontractor completing the work and submit a copy to ADOT BECO.
✓	✓	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.
✓	✓	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the SUBRECIPIENT must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✓	✓	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✓	✓	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:
✓	✓	24.a	<i>A vendor/contractor/consultant/subcontractor/subconsultant (hereinafter referred to as "contractor") 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 USDOT-assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:</i> <ul style="list-style-type: none"> <i>Withholding payments;</i>

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
			<ul style="list-style-type: none"> · Assessing sanctions; · Liquidated damages; and/or · Disqualifying the contractor from future bidding on the grounds of being non-responsible.
✓	✓	24.b	Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.
✓	✓	24.c	Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.
✓	✓	24.d	Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.
✓	✓	24.e	Subcontract Payment Reporting in the DBE system:
✓	✓	24.e.1	The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FHWA and FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).
✓	✓	24.e.2	The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (https://adot.dbesystem.com), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.
✓	✓	24.e.3	If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.
✓	✓	24.f	The contractor is herein notified that it shall not withhold retainage from any subcontractor payments pursuant to 49 CFR 26.29.b(1) and shall comply with Prompt Payment requirements. Contractors must pay subcontractors for satisfactory performance (i.e., all the tasks called for in the subcontract for the invoicing period have been accomplished and documented as required and any deliverables are approved) no later than 7 days from receipt of each payment made to the contractor. The prompt payment provision applies to all subcontractors at all tiers, not just DBEs.
			In the event the contractor fails to invoice according to its scheduled invoicing activities, and in any case where a contractor's invoice has been rejected through no fault of the subcontractor's performance, the contractor shall pay each subcontractor for satisfactory work completed in no more than 30 calendar days from receipt of invoice for that work.
✓	✓	24.g	The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.
	✓	24.h	Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.
✓		25	Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✓		26	Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
✓		27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
✓		28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website www.azdot.gov/bec : https://azdot.gov/sites/default/files/2019/09/2017-mpo-checklist-ps-final-2-7.pdf .
✓		29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
✓		30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD DBE Liaison and Regional Planner/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

Section 13.0 **DEBARMENT/SUSPENSION**

The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus both subrecipient pass-through agreements and agreements for contractors, subcontractors, suppliers, consultants or its agent or representation in any transaction is subject to this requirement. The MPO is prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.213. The MPO agrees to comply, and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The MPO agrees to and assures that its third party contractors and subrecipients will review the Exclusions available at <https://sam.gov/content/entity-information> and assure that its subrecipients establish and maintain entity registration on the System for Award Management before entering into any contracts.

Section 14.0 **PROHIBITED INTERESTS**

Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the WP or any property included or planned to be included in the WP, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO and such disclosure is entered in the minutes of the MPO, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement. The MPO must disclose any such interest to ADOT within five business days of receipt of disclosure.

The MPO shall insert in all contracts entered into in connection with the WP or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Pursuant to 2 CFR 1201.112 and 2 CFR 200.112, the MPO shall disclose in writing any potential conflict of interest to ADOT, who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

Section 15.0 GRATUITIES

Employees of the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with, the MPO under this Agreement.

Any person doing business with, or who may do business with, the MPO under this Agreement may not make any offer of benefits, gifts, or favors to the MPO employees. Failure on the part of the MPO to adhere to this policy may result in termination of this contract.

Section 16.0 BONUS OR COMMISSIONS

By execution of this Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

Section 17.0 CONFLICT AND DISPUTE RESOLUTION PROCESS

The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the MPO and ADOTs Regional Planner. If not able to reach resolution, the matter shall be escalated to following officials: for ADOT - the Multimodal Planning Division Director; and for the MPO - the Director or designee.

If the conflict remains unresolved, the conflict shall be resolved by the following Senior Agency Officials: for ADOT - the State Engineer; and for the MPO - the Director or designee.

If the conflict continues to remain unresolved, the conflict shall be resolved by the following Executive Agency Officials: for ADOT - the Agency Director; and for the MPO - the Director or designee.

If resolution is not accomplished, the parties agree to resolve all disputes through arbitration, after exhausting applicable administrative review and if required by applicable law, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes or regulations (49 CFR 18.43 (5) (b)).

Section 18.0 SUSPENSION OR TERMINATION FOR CONVENIENCE

ADOT reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of ADOT without penalty or recourse. Upon receipt of the written notice, the MPO shall stop all work, as directed in the notice, notify all subrecipients and contractors funded under this Agreement of the effective date of the termination and minimize all further costs to ADOT. In the event of termination under this paragraph, all documents, data and reports prepared by the MPO under this Agreement shall become the property of and be delivered to ADOT upon request. The MPO shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The MPO shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

ADOT shall reimburse the MPO for those eligible expenses incurred during the Agreement period which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to ADOT. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

ADOT may seek any remedy available at law for recovery of any funds paid to MPO for any and all amounts for which ADOT has made payment to the MPO if such amounts are not directly attributable to the completed portion of the work covered by this Agreement or have been paid to the MPO for work completed after the effective date of the termination.

In addition to the rights reserved in the Agreement, ADOT may terminate the Agreement in whole or in part due to the failure of the MPO to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement.

This Agreement may be terminated by either party provided that a termination shall not be effective until 30 calendar days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

Section 19.0 FORCE MAJEURE


Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Section 20.0 INDEMNIFICATION

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify, defend, and hold harmless the State of Arizona, ADOT and its officers, officials, agents and employees (hereinafter referred to in this section as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses, including court costs, reasonable attorneys' fees and costs of claim processing, investigation and litigation (hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the SUBRECIPIENT or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the SUBRECIPIENT to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by the SUBRECIPIENT from and against any and all claims. It is agreed that the SUBRECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the SUBRECIPIENT agrees to waive all rights of subrogation against the State of Arizona, ADOT and its officers, officials, agents and employees for losses arising from the work performed by the SUBRECIPIENT under this Agreement. This indemnity clause shall not apply if the SUBRECIPIENT or its subcontractor(s) is/are an agency, board, commission or University of the State of Arizona.

Section 21.0 INSURANCE REQUIREMENTS

INSURANCE REVIEW:

Please initial to acknowledge that you are receiving
 Insurance requirements that must be submitted
 separately by email to mlb_mpd@azdot.gov.

SUBRECIPIENT must complete and sign the *INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT (COG), METROPOLITAN PLANNING ORGANIZATIONS (MPO), AND TRANSIT MANAGEMENT AREA METROPOLITAN PLANNING ORGANIZATIONS (TMA)* and submit to mlb_mpd@azdot.gov with the required evidence of insurance or self-insurance. Risk Management will review for compliance and notify the SUBRECIPIENT and MPD Contracts of acceptance or deficiencies.

INSTRUCTIONS FOR SUBMITTAL OF THE INSURANCE PACKAGE:

Email Subject Line to Read:

- Review of Insurance for {insert "XXXXXXX" and the Contract Number and the name of SUBRECIPIENT}

Body of Email:

- "Please review the attached *Checklist* and evidence of insurance for compliance with the COG/MPO/TMA Grant Program requirements."

- "Requested Turn Around: 1 Week"

Attach:

- *INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT*
- Completed and signed Insurance Certificate(s) and endorsements/relevant policy sections, or evidence of self-insurance. (Include language that indicates self-insurance is primary/non-contributory, ADOT and the State of Arizona are additional insured under the self-insurance program, and subrogation is waived as required under the Agreement).

INSURANCE REQUIREMENTS:

The SUBRECIPIENT and/or any contractor(s) shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the SUBRECIPIENT, its agents, representatives, employees and/or contractors/subcontractors.

The Insurance Requirements herein are minimum requirements for the Agreement and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the SUBRECIPIENT from liabilities that arise out of the performance of work under the Agreement by the SUBRECIPIENT, its agents, representatives, employees and/or contractors/subcontractors, and the SUBRECIPIENT is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

The SUBRECIPIENT shall provide coverage with limits of liability not less than those stated below. Deductible(s), Self Insurance, and Self-Insured Retention (SIR) amounts are subject to review and approval by ADOT Safety and Risk Management.

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$1,000,000 |

1. The policy shall be endorsed, as required by written agreement, to include the “The State of Arizona, ADOT, and its officers, officials, agents, and employees” shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBRECIPIENT.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, the Department and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|

1. The policy shall be endorsed, as required by written agreement, to include the “The State of Arizona, ADOT, and its officers, officials, agents, and employees” to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBRECIPIENT involving automobiles owned, leased, hired or borrowed by the SUBRECIPIENT.
2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

Workers’ Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
▪ Each Accident	\$1,000,000
▪ Disease – Each Employee	\$1,000,000
▪ Disease – Policy Limit	\$1,000,000

1. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) calendar days prior written notice to the State of Arizona. Within two (2) business days of receipt, the contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers

The SUBRECIPIENT’s insurance, if purchased rather than self-insurance, shall be placed with insurance companies duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance’s List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII or be duly authorized to transact Workers’ Compensation insurance in the State of Arizona . The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUBRECIPIENT from potential insurer insolvency.

Verification of Coverage

1. The SUBRECIPIENT shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.
2. All insurance certificates and endorsements are to be received and approved by the State of Arizona before work commences under the Agreement.
3. Insurance coverage must be in effect at or prior to commencement of work under the Agreement and must remain in effect for its duration. Failure to maintain the required insurance coverages or provide timely evidence of coverage renewal is a material breach of the Agreement.
4. All certificates required by this Contract shall be uploaded to the Arizona Grant Management System. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time.

Subcontractors

SUBRECIPIENT's Certificate(s) shall include all contractors/subcontractors as insured under its policies or SUBRECIPIENT shall be responsible for ensuring and/or verifying that all contractors/subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each contractor/subcontractor. All coverage for contractors/subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the SUBRECIPIENT that its contractors/subcontractors have the required coverage.

Approval

Any modification or variation from the insurance requirements in this Agreement shall be made in consultation with ADOT, Safety & Risk Management Division. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

Exceptions

If the SUBRECIPIENT or contractor(s)/sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above insurance requirements shall apply.

Section 22.0 COPYRIGHT AND PATENT

Indemnification: To the extent permitted by A.R.S. § 41-621 and § 35-154, the MPO shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Agreement performance or use by ADOT of materials furnished or work performed under this Agreement. ADOT shall reasonably notify the MPO of any claim for which it may be liable under this paragraph.

Copyrights: Pursuant to 23 CFR 420.121 (b), State DOTs and their subrecipients may copyright any books, publications, or other copyrightable materials developed in the course of the FHWA planning and research funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents: Pursuant to 23 CFR 420.121 (i): State DOTs and their subrecipients are subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14 except for § 401.14(g) in all subgrants or contracts. In addition, State DOTs and their subrecipients must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work:

"The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Section 23.0 ANTI-LOBBYING

The MPO agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11, 23 CFR 630.112(c)(5), and 49 CFR part 20 and 2 CFR 200.450. The legislation prohibits Federal appropriated funds from being expended by a recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. Certification is required to indicate compliance with 49 CFR 20.100(a). Disclosure must be made on Standard Form LLL, found at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities> if any non-appropriated funds are used for such activities described herein. All disclosure statements are to be furnished to ADOT.

The MPO agrees to require all lower tier subcontractors who have agreements exceeding \$100,000.00 to complete Lobbying Certification (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C).

Section 24.0 ENERGY CONSERVATION

The MPO is required to comply with mandatory standards and policies, as applicable relating to energy efficiency, which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

Section 25.0 ENVIRONMENTAL PROTECTION

The MPO is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FHWA, FTA, and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

Section 26.0 DRUG FREE WORKPLACE

The MPO agrees to comply with laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3).

Section 27.0 TRANSPARENCY ACT

As a subrecipient of federal funds through ADOT, the MPO warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, and in the method specified by ADOT, the MPO will provide information that is requested by ADOT to enable ADOT to comply with the requirements of the Act, as may be applicable.

Section 28.0 FTA CERTIFICATIONS AND ASSURANCES

Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs.

On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by the MPOs attorney pertaining to the MPOs legal capacity. The MPO must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUBRECIPIENT of the funds by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the MPO will comply. The FTA Certifications and Assurances will be provided to the MPO under a separate packet as they are released by FTA and subsequent to ADOT electronic agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Applicant or every Project. The type of Project and the MPO will determine which Certifications and Assurances apply.

The MPO also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

The MPO is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a subrecipient or other third party participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage the MPO to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

The MPO understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, the MPO must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its subrecipients are issued annually subsequent to ADOT signing the same. They are available for viewing in the e-Grant system and on the FTA website and are incorporated herein by reference. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive FTA funding through ADOT and does not relieve the MPO of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

Section 29.0 RESPONSIBILITIES OF THE FISCAL AGENT

A Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource and staff support services, including but not limited to legal and IT, to the MPO. In the event that the MPO requires a Fiscal Agent, the MPO shall submit a copy of the agreement to the ADOT Contracts Program Manager for review and acceptance prior to execution. The agreement with a Fiscal Agent shall include:

1. Maintaining required accounting records for state and federal funds consistent with current state and federal requirements and the requirements of this Agreement.
2. Providing all appropriate funding, as identified by fiscal year in the WP, to allow the MPO staff to effectively and efficiently fulfill its responsibilities and obligations under the WP.
3. Establishing procedures and policies for procurement and purchasing in compliance with this Agreement.
4. Establishing which Party and/or Individual holds authority for Executing WP Agreements and/or Amendments to the Agreement with the consent of the MPO.
5. In the event the Fiscal Agent is providing human resource services to the MPO, the agreement must reflect the disposition of payroll and its designation as Fiscal Agent Overhead or MPO Program Direct Labor eligible for use as a funding Match. Payroll may not be designated as both a direct cost and an overhead.

Section 30.0 INCORPORATION OF FEDERAL TERMS

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to each Project funded by FTA. Any requirements of the Stewardship Agreement with FHWA apply to each Project funded by FHWA. With the exception of the requirements of the Single Audit Act, in any circumstances where the provisions of Federal statutes or regulations differ from the provisions of this Agreement, the provision of the Federal statutes or regulations govern, including, for agreements with Indian tribes, the provisions of the Indian Self-Determination and Education and Assistance Act (ISDEAA), as amended, 25 U.S.C 450-458ddd-2. This provision shall be incorporated in any subrecipient, subcontractor, or lower-tier agreement for which funds from this Agreement shall be used for payment.

In addition to other clauses required throughout this Agreement or by State law, the SUBRECIPIENT will include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

- a. The requirements in 2 CFR 200.327,
- b. The requirements in 2 CFR 200 Appendix II,
- c. The requirements in 2 CFR 1201,
- d. FHWA funded procurements/contracts located at: www.fhwa.dot.gov/programadmin/contracts/core02.cfm and www.fhwa.dot.gov/construction/cqit/form1273.cfm and <http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>, as revised from time to time,
- e. Any requirements established by a particular funding type, program, or in funding agency guidelines.
- f. FTA funded procurements/contracts: Circular 4220.1F – Third Party Contracting Guidance or its Appendix D, as revised from time to time, Provisions for Prompt Payment deadlines. The funding in this Agreement includes reimbursement of expenditures necessary to accomplish the work program. Payment may not rely on receipt of funds from ADOT before paying vendors/contractors/consultants.
- g. The requirements in 23 CFR 420.121 (i) for FHWA planning and research funds.
- h. The requirements in 49 CFR 613 for FTA metropolitan and statewide non-metropolitan planning funds.

Section 31.0 MISCELLANEOUS PROVISIONS

1. This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is the MPOs responsibility to ensure

that any Agreement between the MPO and its subrecipients or contractors for use of grant funds shall incorporate the provisions contained herein.

2. The MPO and ADOT shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in the Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement. ADOT shall endeavor to ensure the MPO is notified and made aware of such applicable laws and procedures.
3. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.
4. In accordance with Arizona Revised Statutes Section 11-952 (D), incorporated herein by reference, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.
5. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
6. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the Party to the extent that such information is confidential by law.
7. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
8. The MPO assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
9. **Israel Boycott Not Permitted:** The SUBRECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
10. **Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the MPO warrants and by signing this Agreement so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the MPO becomes aware during the term of this Agreement that the MPO is not in compliance with this certification, the MPO shall notify ADOT within five business days after becoming aware of the noncompliance, and within 180 calendar days after notice, provide written certification that the MPO has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.
11. The **DEFINITIONS** page(s) and the **RESPONSIBILITY MATRIX FOR TIMED EVENTS** page(s) are herein incorporated as a part of this Agreement.
12. The MPO agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other agency, or insurance proceeds for any portion of activity approved for funding under its Agreement, the MPO shall provide written notification to ADOT, and reimburse ADOT for any share that duplicates funding provided by any agency or insurance company. As the Recipient of any federal portion of funding under its Agreement, ADOT is responsible for refunding the awarding federal agency as applicable.

13. All notices or demands upon any party relating to this Agreement shall be in writing and delivered as instructed. If delivery method not instructed herein, acceptable methods shall be: delivered in person, sent by electronic mail (e-mail), or sent by U.S. Mail addressed to the applicable Regional Planner as follows:

To ADOT at:	To the MPO at:
Arizona Department of Transportation Multimodal Planning Division Mail Drop 310B 1611 W. Jackson Phoenix, AZ 85007	Pima Association of Governments 1 E. Broadway, Suite 401 Tucson, AZ 85701

Section 32.0 AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY

- 1) The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.
- 2) This Agreement shall become effective July 1, 2023 upon its execution by all Parties hereto and shall remain in force and effect through June 30, 2025 unless amended, terminated, canceled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended for supplemental periods of up to a maximum of four years. The Department reserves the right to unilaterally extend the period for thirty-one (31) calendar days beyond the stated expiration date without obtaining acknowledgement or signature from the SUBRECIPIENT and the SUBRECIPIENT shall be bound by any such extensions.
- 3) This Agreement shall be modified or extended only through a written amendment within the scope of the Agreement. Additionally, the MPO's authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PIMA ASSOCIATION OF GOVERNMENTS

STATE OF ARIZONA

Department of Transportation

By 
DocuSigned by:
8A9AB6176A7E418

By 
DocuSigned by:
E74C40B9C9A84DC

Farhad Moghimi, Executive Director
Executive Director

Paul Patane, Division Director
Multimodal Planning Division

Date

Date

5/25/2023

6/2/2023

Attorney Determination Page
APPROVAL OF THE PIMA ASSOCIATION OF GOVERNMENTS

{This page must be signed by an attorney unless the agency is Private or Not-for-Profit, in which case this page may be signed by a legally authorized agency signatory.}

Option for Private or Not-for-Profit Agencies Only:

I herein state that the agency is a Private or Not-for-Profit Agency, and that as a legally-authorized signatory, by signing below, I Acknowledge and Waive attorney review of this Agreement. I further acknowledge that ADOT recommends an attorney review this Agreement even if not mandatory.

Signature of Legally Authorized Agency Signatory

Name of Signer:

Title of Signer:

Date Signed:

Attorney Signature required for all other Agencies:

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the PIMA ASSOCIATION OF GOVERNMENTS, and declare this agreement to be in proper form and within the powers and authority granted to the PIMA ASSOCIATION OF GOVERNMENTS under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DocuSigned by:

Thomas Benavidez, PAG Attorney

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Signature of Attorney for Pima Association of Governments
Thomas Benavidez, PAG Attorney

Name of Signer:

Thomas Benavidez.

Title of Signer:

Attorney for PAG

Date Signed:

5/23/2023

EXHIBIT A
Billing Summary / Reimbursement Request

The format provided herein is in effect for the duration of this Agreement unless and until ADOT issues a thirty (30) day written notice of change. An amendment to this Agreement is not required for changes to this format.

All invoicing shall be submitted electronically in E-GRANTS whenever feasible. Invoicing using this form will only be accepted for reimbursement requests that cannot be processed through E-GRANTS. Please refer to Section 7.0 for more information.

Arizona Department of Transportation Multimodal Planning Division Billing Summary / Reimbursement Request															
Subrecipient or Vendor? (Select from List)		Subrecipient	ADOT PM Name			MPO Tracking Number (Use format: MPOname-yr: RTAP use "MPORTAP-yr") (yr = last 2 digits of the State Fiscal Year (July 1 - June 30))									
Agency Name					Contract Number (Only Use for Executed JPA, GRV, ISA, or ISA)										
Agency PM Name / Email (Notify if Unaccepted / Rejected / Paid)					AFIS-GAE Number										
Invoice Number		Invoice Status (Select from List)		Invoice Date		Subrecipients Leave Blank									
Subrecipient Comment (Optional)				Billing Period		Federal Funding Agency (Select from List)									
Remit Payment to (Select from List)					Funding Program (Select from List)										
Entry required in field E8					Entry required in fields E2 and N6										
Subrecipients Leave Blank															
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED															
Agency Identifier or Reference	GAE Line No	Program / Phase	Race Conscious DBE Goal %	Project Description	Original Federal Award	Approved Changes to Federal Award	Total Awarded Federal Budget	\$ (Net Amount) Invoiced Previously	Balance (Total Budget - Previously Invoiced)	Billing for This Invoice Prior to Reductions	Other Reductions in e.g. Fees, SECO Sanctions, Drawdown	Match % to Apply	Match \$ Applied to this Line	Net Amount Due for This Invoice	Balance After This Invoice
							\$ -		\$ -				\$ -	\$ -	\$ -
							\$ -		\$ -				\$ -	\$ -	\$ -
							\$ -		\$ -				\$ -	\$ -	\$ -
Click Button to Insert Line					TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
This section is only applicable to the FINAL reimbursement request submission - Please leave blank.															
The fields completed on this page indicate this is the Final Invoice Reimbursement Request and that there was NO Race Conscious Goal On this Project.															
Please Leave Blank					Please Leave Blank						Please Leave Blank				
Please Leave Blank					Please Leave Blank						Please Leave Blank				
Submitter Certification required pursuant to 2 CFR 200.415: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 9729-9730 and 3801-3812).															
I Confirm No Race Conscious DBE Goal was Assessed for the Project(s) and No AZ DBE Firms Participated.															
Submitter - Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed		Optional - 2nd Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed	
Please Leave Blank															
Please Leave Blank					Please Leave Blank			Please Leave Blank		Please Leave Blank					
ADOT PROGRAM/PROJECT MANAGER REVIEW															
The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met.				Status		Reason for Rejection		ADOT PM Signature Required							
				Invoice Approved	Invoice Rejected										
Confirmed: BECO required DBE Forms are attached.															
FMS PROCESSING															
Status		Warrant / Check / ACH Payment No and Date				Date		A/P or C/A Processed By		Color Key					
										Pink with Red Text = Entry/Correction Required					
										White Label = Field Data Provided in ADOT Documentation					
										White Field = Entry in Field Permitted					
										Pale Orange = Form Calculated Field					
										Teal = Vendor/Customer Generated					
										Grey = Disregard Field					

EXHIBIT B

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
Pursuant to 49 CFR 20, Subpart F, Appendix A

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the 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.

DocuSigned by:

Farhad Moghimi, Executive Director

5/25/2023

8A9AD6176A7E418...

SIGNATURE

DATE

Executive Director

TITLE

Please indicate here if you are required to submit Standard Form LLL as required in item (2) above: ☒ Yes ☐ No

EXHIBIT C
Form found at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

APPENDIX B TO PART 20—DISCLOSURE FORM TO REPORT LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

Approved by OMB 3349-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M/I): b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, M/I): (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the list above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Federal Use Only. Authorized for Local Reproduction Standard Form - 3349

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Approved by OMB 3349-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction Standard Form - 3349-A

EXHIBIT D



**ARIZONA DEPARTMENT OF TRANSPORTATION
POLICIES AND PROCEDURES**

**MGT-16.01 DEPARTMENT-WIDE NATIVE NATION/TRIBAL GOVERNMENT
CONSULTATION POLICY**

Effective: March 25, 2021

Supersedes: MGT-16.01 (07/23/2019)

Responsible Office: Director's Office (602) 712-7227

Review: March 25, 2023

Transmittal: 2021 – March

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1.01 PURPOSE

This policy establishes guidance for the Arizona Department of Transportation's (ADOT) relationship with Native Nations/Tribal Governments in the State of Arizona.

1.02 SCOPE

This policy is intended to guide ADOT personnel when interacting with the Native Nations/Tribal Governments in Arizona. To support the implementation of this policy, an online training course titled, ADOT Tribal Transportation Consultation Training and accompanying Handbook is available from the ADOT Learning Center Online Training page.

1.03 AUTHORITY

A.R.S § 28-332(A) Department of transportation jurisdiction

A.R.S. § 41-2051(C) Responsibilities of state agencies (supersedes Executive Order 2006-14)

Presidential Executive Order 13175 Consultation and Coordination with Indian Tribal Governments

United States Department of Transportation (US DOT) Order 5301.1 Programs, Policies and Procedures Affecting American Indians, Alaska Natives, and Tribes

18 U.S.C. § 1151 Indian country defined

1.04 BACKGROUND

The Arizona Department of Transportation (ADOT) is a multimodal transportation agency that is responsible for planning, building and operating the state highway system and the Grand Canyon Airport. Within the State, multimodal transportation systems cross numerous jurisdictional boundaries. In particular, approximately 1,237 centerline miles of the state highway system traverse Native Nation/Tribal lands along with 12 airports maintained by the Native Nations/Tribal Governments. There are 22 Native Nations/Tribal Governments that have jurisdiction over approximately 28% of the land base within Arizona. Thus, the State is committed to work together with the Native Nations/Tribal Governments for the common

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultant Policy

Effective: March 25, 2021

Review: March 25, 2023

Supersedes: MGT-16.01 (07/23/2019)

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purpose of protecting the health, safety and welfare of the traveling public in Arizona through a continuously improving working relationship.

Furthermore, Executive Order 13175 dated November 6, 2000 (reaffirmed by President Barack Obama November 5, 2009 and by President Biden January 26, 2021), "Consultation and Coordination with Indian Tribal Governments", the United States Department of Transportation (US DOT) Order 5301.1 (November 16, 1999), "Department of Transportation Programs, Policies and Procedures Affecting American Indians, Alaska Natives and Tribes" and A.R.S. § 41-2051(C) "Responsibilities of state agencies", all set the basis for the state department of transportation to consult, cooperate and coordinate with Native Nations/Tribal Governments on actions that affect them. This is in addition to addressing environmental, cultural, historic, natural and human resource issues during the implementation of transportation programs and construction projects impacting Native Nations/Tribal reservations and aboriginal lands within the State boundaries. Consequently, the State is committed to consult, cooperate and coordinate with the Native Nations/Tribal Governments on the implementation of their respective multi-modal transportation mission and goals.

1.05 DEFINITIONS

Airport Development Grant	A written agreement between parties allowing certain approved airport improvement costs to be reimbursed by ADOT at a given rate of participation.
Consultation	Meaningful and timely discussion in an understandable language with tribal governments during the development of regulations, policies, programs, plans or matters that significantly or uniquely affect federally recognized American Indian tribes and their governments.
Cooperation	Working together in carrying out decision making activities to achieve a common goal or objective.
Coordination	Cooperative actions among agencies and entities to integrate activities, responsibilities, and control to ensure resources of all parties are used as efficiently as possible.
Intergovernmental Agreement (IGA)	An agreement between political subdivisions including cities, counties, tribes or any other governmental agency or political subdivision. Includes interagency agreements, i.e., agreements between agencies or departments

MGT-16.01

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultant Policy

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of the State.

Joint Project Agreement (JPA)

An agreement between parties for the joint exercise of powers to accomplish a task. A Joint Project Agreement is a type of intergovernmental agreement (IGA).

Memorandum of Agreement (MOA)/
Memorandum of Understanding (MOU)

A written agreement between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective. The purpose is to have a written understanding of the agreement between parties.

Native Nations/Tribal Governments

The 22 Federally recognized Native Nations, Tribal Governments, and Tribal Communities that have jurisdiction over lands located within the boundaries of the State of Arizona. These tribes are acknowledged to exist by the Secretary of the Interior pursuant to the Federally Recognized Indian Tribe List Act of 1994, Public Law 103-454.

State Transportation Improvement Program
(STIP)

A statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the state long-range transportation plan, metropolitan transportation plans, and Transportation Improvement Programs (TIPs), and required for a project to be eligible for funding under Title 23 United States Code and Title 49 United States Code, Chapter 53.

1.06 POLICY

ADOT recognizes the sovereign status of Native Nations/Tribal Governments and their jurisdiction over lands within reservation boundaries as defined by Federal law [18 U.S.C. §1151]. ADOT also recognizes its exclusive control and jurisdiction over state highways within reservation boundaries as defined in A.R.S. § 28-332(A). In recognition of Native Nations/Tribal sovereignty, ADOT respects the unique and continuous existence of each Native Nation's/Tribe's government, people, history, culture, codes and laws.

1. ADOT is committed to developing relationships with the Native Nations/Tribes in Arizona, and will respect and consider all transportation concerns. ADOT appreciates and encourages the Native Nations'/Tribal Governments' contribution to the transportation concerns of the State of Arizona.

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2. ADOT will neither solicit nor assert any claim to Federal resources that would otherwise be provided directly to Native Nations/Tribes, unless an impacted Native Nation/Tribe gives consent.
3. ADOT will maintain and operate State owned transportation infrastructure within Native Nation/Tribal lands in the best interest of the State while respecting the concerns of the Native Nations/Tribal Governments and their communities.
4. ADOT management, including the director, deputy directors, district engineers, and other designated staff, will maintain the appropriate working relationships with Native Nation/Tribal Government elected officials and staff to assure the continuous operation of all respective transportation systems.
5. ADOT will consult with Native Nations/Tribal Governments during the transportation planning processes and implementation of the Statewide Transportation Improvement Program (STIP) in accordance with Federal Highway Administration, Federal Transit Administration, and Federal Aviation Administration policies and this policy.
6. ADOT will enter into Intergovernmental Agreements, Joint Project Agreements, Memoranda of Agreement, Memoranda of Understanding or Airport Development Grants when considered mutually appropriate by ADOT and the appropriate Native Nation/Tribal Government.
7. ADOT, while acknowledging funding and jurisdictional limitations, will work with Native Nations/Tribal Governments to identify available resources to jointly or individually fund projects to benefit the State and Native Nation/Tribal communities.
8. ADOT will conduct technical training, when appropriate and as resources allow, and support planning, development, construction, maintenance, and operation of transportation facilities under Native Nation/Tribal jurisdiction.
9. ADOT will engage in partnering efforts, when appropriate and as resources allow, by encouraging and improving understanding and communication with the Native Nations/Tribal Governments.
10. ADOT will encourage mutual understanding of unique cultural and organizational practices among ADOT and the Native Nations/Tribal Governments.
11. ADOT will provide timely opportunities for communication with Native Nations/Tribal Governments about decisions that may affect them. ADOT values reciprocity by Native Nations/Tribal Governments and encourages timely notification on matters that may affect the State.
12. ADOT will share appropriate technical information and data with Native Nations/Tribal Governments in accordance with established ADOT policy. ADOT values reciprocity and

MGT-16.01

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultant Policy

Effective: March 25, 2021

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encourages all Native Nations/Tribal Governments to share appropriate technical data with the State in accordance with established Native Nations/Tribal Government policy.

13. ADOT will assist Native Nations/Tribal Governments to implement transportation programs by providing technical assistance, reference tools, sharing data, conducting joint Native Nations/Tribal Government and State projects, and by cooperatively resolving transportation issues to the extent resources allow.



Office of the Arizona Attorney General

KRIS MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

VANESSA HICKMAN
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT
DETERMINATION

A.G. Contract No. P0012017003762 (**MPD Agreement No. GRT-23-0009163-T**), an Agreement between public agencies, the State of Arizona and has been reviewed pursuant to A.R.S. §§ 28-401, 28-334, 28-367 et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: 5/23/2023

KRIS MAYES
Attorney General

DocuSigned by:
Susan Davis, Assistant Attorney General
4E680A7B3EAE421

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/