

ADOT CAR No.: IGA 20-0007702-I
AG Contract No.: P001 2020 000783
ADOT Project No.: M7151 01X
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

MEMORANDUM OF AGREEMENT
BETWEEN THE
ARIZONA DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION, ARIZONA DIVISION OFFICE
AND
THE UNITED STATES FISH AND WILDLIFE SERVICE, ARIZONA ECOLOGICAL SERVICES OFFICE
CONCERNING FUNDING FOR TRANSPORTATION PROJECT REVIEWS BY THE
UNITED STATES FISH AND WILDLIFE SERVICE IN ARIZONA

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this date June 10, 2020 between the U.S. Fish and Wildlife Service, Arizona Ecological Services Office (hereinafter the "Service"), Federal Highway Administration, Arizona Division Office (hereinafter the "FHWA"), and the Arizona Department of Transportation (hereinafter the "ADOT"), collectively referred herein as the "Parties."

RECITALS

WHEREAS, ADOT and FHWA administer the Federal-Aid Highway Program (FAHP) and State-funded transportation projects throughout the State of Arizona as authorized, and

WHEREAS, ADOT has a substantial number of transportation projects for which the Service has legal authority to review pursuant to the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*), Fish and Wildlife Coordination Act (FWCA) (48 Stat. 401; 16 U.S.C. 661 *et seq.*), Migratory Bird Treaty Act (MBTA) (16 U.S.C. 703-712, as amended), Bald and Golden Eagle Protection Act (Eagle Act) (16 U.S.C. 668), and National Environmental Policy Act (NEPA) (42 U.S.C. 4321-4347); and

WHEREAS, the Service, FHWA, and ADOT all agree that the development of programmatic agreements to address the protection and treatment of listed or proposed species and critical habitat will facilitate efficient consultation, effective conservation, and high quality reviews of transportation projects; and

WHEREAS, the Service has indicated that, due to staff resource constraints, it is currently unable to provide ADOT with assistance to expedite review of transportation projects pursuant to its responsibilities, or to assist with the development of programmatic agreements; and

WHEREAS, ADOT desires the Service to increase its level of early involvement during the transportation project planning and development process, so that final Service reviews will not cause an unexpected delay in ADOT project implementation, and

WHEREAS, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) (23 U.S.C. 139 (j)) (MAP-21), allows ADOT to furnish FAHP funds to the Service to expedite the processing of environmental

documents for transportation projects, and

WHEREAS, this Agreement is intended to (1) enable Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development through close coordination during early transportation planning and development stages; (3) provide sufficient information to the Service for timely analysis of project effects and to assist ADOT in developing conservation measures; (4) provide a mechanism for expediting project coordination when necessary; (5) provide support for the development of programmatic agreements; (6) provide procedures for resolving disputes in this resource partnering effort; and (7) allow other public entities utilizing direct funding from FHWA for transportation projects (“direct recipient projects”) to use this agreement contingent upon approval of ADOT and FHWA and establishment of a separate payment mechanism for the direct recipient to reimburse ADOT for USFWS expenses, and

WHEREAS, ADOT is assuming FHWA responsibility for carrying out environmental approvals for federally funded highway projects under the Responsibility for Categorical Exclusions (23 U.S.C. 326) and the Surface Transportation Project Delivery Program (23 U.S.C. 327). With this assignment of federal environmental review responsibility, ADOT is responsible for complying with all applicable federal environmental laws, regulations, Executive Orders and policies, and will be solely legally responsible for environmental decisions made on all projects assigned under these programs. ADOT will assume FHWA Lead Agency responsibility for Section 7 Consultation for assigned projects under these programs.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article I. PURPOSE AND AUTHORITIES

- A. This Agreement is entered into by the Parties for the purpose of establishing the responsibilities relative to expedited review of ADOT activities and operations with the goal of achieving timely development and implementation of transportation projects while also assuring such development and implementation is sensitive to the protection of biological resources for which the Service is responsible under Federal statute and regulation.
- B. ADOT enters into this Agreement pursuant to Arizona Revised Statutes section 28-401 and other relevant Arizona law and MAP-21 (23 U.S.C. 139 (j)).
- C. The Service enters into this Agreement pursuant to MAP-21 (23 U.S.C. 139 (j)), Endangered Species Act of 1973, as amended (16 U.S.C. 1532 *et seq.*), the Fish and Wildlife Coordination Act (16 U.S.C. 661-667), Intergovernmental Cooperation (31 U.S.C. Subtitle V, Chapter 65, Sections 601-608), OMB Circular A-97, and other relevant authorities.
- D. FHWA enters into this Agreement pursuant to MAP-21 (23 U.S.C. 139 (j)).

Article II. SCOPE OF WORK

- A. Activities that the Service may pursue under this Agreement are restricted to actions taken under Service authority that will expedite processing transportation project reviews and consultations in furtherance of the State of Arizona and FAHP funded projects in accordance with the mandates of 23 U.S.C. 139 (j), to facilitate the transportation project review and

consultation in less than the customary time necessary for such reviews. Said processing shall include full consideration of all relevant and applicable environmental laws and regulations. In no way shall it be construed or implied that the Parties intend to abrogate by entering into this Agreement any obligations or duties to comply with applicable Federal or state laws, regulations, guidance, policy, or procedures. Use of such funds will not affect the impartial decision-making of the Service either substantively or procedurally.

- B. FAHP funds will be contributed by ADOT in accordance with 23 U.S.C. 139 (j). The Service will provide the equivalent of one full-time Fish and Wildlife Biologist (Biologist) qualified at full performance grade 11 or equivalent as described in Attachment A exclusively dedicated to actively participating in the development of programmatic agreements between the Service, FHWA, and ADOT, and to expediting transportation project reviews and consultations, as described in Article II.D, below, for ADOT projects to support efficient decision-making related to FHWA's and ADOT's consultation needs.
- C. The Service will establish a separate internal financial account to track staff activities carried out under this agreement and the receipt of funds reimbursing the Service for said activities and related expenses.
- D. FAHP funds contributed by ADOT hereunder will be used to reimburse the Service for costs of the funded Biologist (including salary, associated benefits, overhead, travel and related training expenses) and other costs in order to expedite the review of ADOT and Local Public Agency (LPA) transportation projects and the development of programmatic agreements. Activities will include, but not be limited to, the following: site visits; travel; responding to requests for current species information; assisting with specific biological analysis development; providing technical assistance; *Federal Register* preparations; public notice preparation and distribution; public meetings; preparation of correspondence; preparation of scoping responses; public interest review; preparation and review of environmental documentation such as concurrence letters, biological opinions, and conference opinions; review of NEPA documents, such as Environmental Assessments and Environmental Impact Statements; meetings with ADOT, LPAs, and resource agencies; development of programmatic agreements; training for ADOT employees, partners, and contractors; and any other transportation project evaluation responsibilities that may be mutually agreed upon.

Article III. INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication among the Parties, each party will appoint a Principal Representative to serve as its central point of contact on matters related to the administration of this Agreement. Additional representatives may also be appointed to serve as points of contact on specific actions or issues. The Principal and other Representatives for each party are identified in Attachment D. The Representatives for each party may be changed upon written notification to the other parties.

Article IV. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the Service

- 1. Using the FAHP funds contributed by ADOT, the Service shall supplement, and not supplant, its existing staff with one qualified full-time Biologist at full performance Grade GS-11 to support work contemplated by this Agreement.

2. The Service shall keep accurate and separate records of all receipts and disbursements of all funds received pursuant to this Agreement and produce such records and reports for examination when requested by ADOT and FHWA and shall permit extracts and copies to be made by these other signatory agencies or their duly authorized representatives. The Service shall keep records substantiating hours and costs billed for a period of at least three (3) years after the final invoice is submitted.
3. The Service shall attend quarterly status meetings with ADOT to discuss work contemplated by this Agreement.
4. The Service shall invoice ADOT monthly for incurred costs of work contemplated by this Agreement.
5. The Service shall participate in ADOT scoping, planning, and project development meetings and field reviews, when requested, to identify critical issues, key decision points, and potential conflicts as early as possible. Participation includes sharing, when appropriate, the most current information to ensure that good transportation decisions result.
6. The Service shall, as appropriate, use a coordinated process to review draft and final biological evaluations, environmental impact statements and other environmental documents, and provide agency comments within the timeframes specified in Attachment B.
7. The Service shall work with ADOT and FHWA in the development of Programmatic Agreements for ESA listed species.
8. Where state funded projects have no federal nexus, the Service shall assist ADOT in compliance with ESA, MBTA, and Eagle Act. Such measures may include development of conservation measures to avoid take, or use of the Section 10(a)(1)(B) permit process in cases where take cannot be avoided.
9. The Service shall participate in transportation planning meetings, their related activities, and the review of the environmental elements of any planning documents, as requested. The level of participation will be determined by the relative priority of the projects, as identified by ADOT, as well as the Service's current and projected workload of priority projects and activities.
10. The Service shall provide periodic updates on Service decisions or pending actions that may affect ADOT.
11. The Service shall perform other related priority tasks, such as early project scoping/coordination as requested by ADOT and agreed to by the Service.
12. The Service shall provide ESA, MBTA, and Eagle Act training for ADOT employees, LPA employees, partners, consultants, and contractors if requested and as agreed on as a priority with ADOT.

13. The Service shall review draft and final biological evaluations, environmental impact statements and other environmental documents, and provide agency comments for projects utilizing direct funding from FHWA to other public entities (“direct recipient projects”) upon request from ADOT and FHWA. The Service will coordinate with ADOT on the level of priority for review of direct recipient projects.

B. Responsibilities of ADOT

1. ADOT shall contribute FAHP funds to provide adequate resources to fund the equivalent of one full-time Biologist at Grade GS-11.
2. Upon receipt of a monthly invoice from the Service, FAHP funds contributed by ADOT shall pay the Service for incurred costs, not to exceed the costs specified in Attachment C per fiscal year, which will be updated annually per Article V.B. The funding is for the costs of salaries and associated benefits, training, travel and per diem, and indirect costs for the equivalent of one full-time Biologist at Grade GS-11.
3. In consultation with the Service, ADOT shall develop realistic timelines for the Service's response to project information requests and document reviews for priority and standard transportation projects, which will be specified in Attachment B to this agreement.
4. ADOT shall assume FHWA responsibilities as the Lead Federal Agency for Section 7 Consultation as specified in the 23 U.S.C. 326 and 23 U.S.C. 327 Memoranda of Understanding.
5. ADOT shall set the priority level of review for projects and communicate the priority of projects to the Service and FHWA on a regular basis. If a direct recipient project is approved for review under this agreement, the priority of that project will be established jointly by ADOT and FHWA. Any changes in the priority of review of a direct recipient project shall be approved jointly by ADOT and FHWA.
6. ADOT shall, within the timeframes specified in Attachment B, provide sufficient information for the timely preparation of concurrences, biological or conference opinions, and conservation measures when projects require technical assistance, or informal, formal, or conference consultation.
7. ADOT personnel shall attend quarterly status meetings with the Service to discuss work contemplated by this Agreement.
8. ADOT personnel shall work with the Service and FHWA on the development of programmatic agreements.
9. ADOT personnel shall participate, to the extent allowable, in training provided by the Service pursuant to Article IV.A.12. above.

C. Responsibilities of FHWA

1. FHWA shall approve programming a FAHP project to accomplish the work contemplated by this Agreement at the applicable federal-aid reimbursement rate.
2. Under the authority of 23 U.S.C. 132, FHWA shall reimburse ADOT within 30 calendar days for the total amount of the Federal share payable for the costs to support this agreement for the previous quarter.
3. FHWA shall be the Lead Federal Agency for the purposes of Section 7 Consultation for projects not assigned to ADOT under the 23 U.S.C. 326 and 23 U.S.C. 327 Memoranda of Understanding. When serving as the lead agency, FHWA shall ensure that biological documents submitted to the Service for review follow either the FHWA National Biological Assessment guidance or the ADOT Biological Evaluation guidance.
4. FHWA personnel shall work with ADOT and the Service on the development of programmatic agreements.

D. Performance Measures

1. ADOT and the Service have agreed to a set of performance measures to monitor activities under this Agreement. These performance measures are included in Attachment B to this Agreement and incorporated herein by reference.
2. These performance measures may be revisited by mutual agreement of ADOT and the Service without necessitating a formal amendment to this Agreement.

Article V. FUNDING

- A. Funds may not presently be available for performance under this agreement beyond the one fiscal year approved under this agreement. There will be no legal liability to ADOT or FHWA for any payment that may arise under this Agreement beyond the one fiscal year approved by this Agreement. ADOT will make reasonable efforts to secure such funds through FHWA.
- B. No later than July 31, 2020, and July 31 of each subsequent year that this Agreement remains in effect, the Service and ADOT will discuss the anticipated costs to be incurred for the next Federal fiscal year, including adjustments. Revisions agreed to by the Service and ADOT will be incorporated into a revised budget estimate (Attachment C) without necessitating a formal revision or amendment to this Agreement. No later than August 30, 2020 and August 30 of each subsequent year that this Agreement remains in effect, the Service will provide a written request to ADOT for the total amount specified in the revised budget estimate.
- C. If review of a direct recipient project is approved by ADOT and FHWA, the direct recipient will establish a funding agreement and reimburse ADOT for all charges for direct recipient project review by the Service.

Article VI. APPLICABLE LAWS

The applicable statutes, regulations, directives, and procedures of the United States will govern this Agreement and all documents and actions pursuant to it. Unless otherwise required by law, all expediting of reviews undertaken by the Service will be governed by Service regulations, guidance, policies, and procedures.

Article VII. DISPUTE RESOLUTION

In the event of a dispute, the Parties agree to use their best efforts to resolve the dispute in an informal fashion through consultation and communications, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, they shall proceed in accordance with applicable Federal law.

Article VIII. AMENDMENT, MODIFICATION, AND TERMINATION

- A. This Agreement may be modified or amended only by written, mutual agreement of the Parties.
- B. Any party may terminate this Agreement with just cause upon thirty (30) days written notice to the other parties. In the event of termination, ADOT will continue to be responsible for all costs incurred by the Service in performing expedited environmental review services up to the time of notice and for the costs of closing out or transferring any ongoing contracts in support of the provision of services by the Service under this Agreement.
- C. Within sixty (60) calendar days of termination, or the expiration of the Agreement, the Service shall provide ADOT with a final statement of expenditures.
- D. Within thirty (30) calendar days after receipt of the final statement of expenditure, ADOT will pay the Service the amount in the final statement of expenditures, as agreed upon among the Parties.

Article IX. MISCELLANEOUS

- A. This Agreement will not affect any pre-existing or independent relationships or obligations between the Parties.
- B. The Services' participation in the Agreement does not imply endorsement of ADOT projects.
- C. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulations.
- D. This Agreement, including any documents incorporated by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged herein and shall be of no further force or effect.

- E. The Parties recognize they will be responsible for their own actions and omissions and results, thereof. Accordingly, each Party (where liability is otherwise imposed by law) is responsible alone (exclusive of the other Parties) for any injury to persons or property resulting in any manner from its conduct of its own operations, and the conduct of its agents or employees occurring in furtherance of the objectives of this Agreement. Each Party further releases and waives all claims against the other Parties for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this Agreement, including without limitation any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of another Party's negligence, provided, however, that any Party may agree to voluntarily compensate another Party for damage to equipment. In the performance of this Agreement, the Parties shall act in an independent capacity and not as officers, or employees, partners or agents of the other Parties. If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, then each Party shall pay its own attorney's fees and costs. Each Party shall be solely responsible for its own actions, and no Party shall be liable in monetary damages to any other Party for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement, or any other cause of action arising from this Agreement.
- F. During the performance of this Agreement, the Parties agree to abide by the terms of Executive Order 11246 and Title VI of the Civil Rights Act of 1964 (P.L. 88-352) on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.
- G. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
- H. Implementation of this Agreement by the Service is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that the Service will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

Article X. EFFECTIVE DATE AND DURATION

This Agreement will become effective on the date of signature by the last Party, and the signing and dating of the Determination Letter by the Arizona State's Attorney General. ADOT shall provide written notice to the Service and FHWA of the occurrence of the latter event. This Agreement shall remain in force until whichever of these events occurs first: 1) five years from the date of execution; or 2) the Agreement is terminated pursuant to Article VII.B. This Agreement may be extended by mutual written agreement of the Parties.

IN WITNESS WHEREOF, the Arizona Department of Transportation, acting by and through its authorized officer, the State Engineer, the U.S. Fish and Wildlife Service, acting by and through its authorized officer, the Field Supervisor, and the Federal Highway Administration, acting by and through its authorized officer, the Division Administrator, executes this Agreement.

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Dallas Hammit
703C619B1CAF4CB...

Dallas Hammit, PE
Deputy Director for Transportation/State Engineer

Date: 6/9/2020

**U.S. FISH AND WILDLIFE SERVICE
SOUTHWEST REGION**

PETER
FASBENDER
Digitally signed by PETER
FASBENDER
Date: 2020.06.08 14:15:47 -06'00'

Peter Fasbender
Assistant Regional Director, Ecological Services

Date:

**FEDERAL HIGHWAY ADMINISTRATION
ARIZONA DIVISION OFFICE**

DocuSigned by:
Karla S. Petty
D89406B3488D46D...

Karla Petty
Division Administrator

Date: 6/9/2020

- Attachment A: Position qualifications, FTE, Grade GS-11
- Attachment B: Performance Measures
- Attachment C: FWS Budget Estimate
- Attachment D: Agency Representatives

Attachment A

Professional Standards for Supplemental Staff

One (1) full time employee, or equivalent, with experience and/or education in biology, ecology, natural resources, or other related environmental science. Working knowledge of the (Federal) Endangered Species Act, Fish and Wildlife Coordination Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and National Environmental Policy Act is essential. In addition, the ability to travel, occasionally overnight, is mandatory. This employee will be qualified to be paid under the Federal White Collar Pay Schedule at full performance grade GS-11 or equivalent level.

Attachment B

Performance Measures

For the measures listed below, ADOT and the Service will strive to achieve the identified objectives for projects identified as priority or standard review by ADOT, unless ADOT and the Service have mutually agreed to extend the timeframe for a specific project. Both agencies will track these measures and report on them at quarterly and annual meetings. The targets and timeframes will be analyzed at annual meetings and considered for revision or as needed.

| | Performance Objective | Priority Projects | | Standard Projects | |
|---|--|-------------------|--------|-------------------|--------|
| | | Timeframe | Target | Timeframe | Target |
| 1 | ADOT will maintain and communicate to the Service a list of pending and ongoing projects that identifies the priority of each. | Monthly | NA | Monthly | NA |
| 2 | As needed, the Service will respond to requests from ADOT to provide current species information or technical assistance on specific projects, and/or will provide early review of biological analysis documents. | 10 days* | 100% | 15 days* | 80% |
| 3 | When the Service receives an informal consultation request, the Service will inform ADOT when the draft concurrence letter is sent to species leads for review. | Yes/No | 100% | Yes/No | 100% |
| 4 | The Service will provide concurrence letters for informal consultations after sufficient information is received. | 20 days* | 100% | 30 days* | 80%** |
| 5 | When the Service receives a request for formal consultation, the Service will inform ADOT whether biological analysis documents or supplemental information received with the request contain sufficient information for the consultation to proceed within the specified timeframe unless otherwise arranged with ADOT. | 20 days* | 100% | 30 days* | 100% |
| 6 | The Service will provide draft Biological Opinions or Conference Opinions for formal consultation or conference within the specified timeframe unless otherwise arranged with ADOT. | 60 days* | 100% | 90 days* | 100% |
| 7 | The Service will provide final Biological Opinions or Conference Opinions for formal consultation or conference within the specified timeframe unless otherwise arranged with ADOT. | 105 days* | 100% | 135 days* | 100% |
| 8 | The Service will attend project or coordination meetings when specifically requested by the designated ADOT contact | NA | 100% | NA | 80% |
| 9 | The Service will attend long-term planning project meetings (when specifically requested by the designated ADOT contact) | NA | 100% | NA | 80% |

* Denotes calendar days. ** Target 100% within regulatory timeframe of 60 days.

Attachment C

USFWS Budget Estimate GS-11 Project Manager in Phoenix, Arizona

USFWS-ADOT Liaison Federal Fiscal Year 2020 Budget

| | |
|--|---------------------|
| GS-101-11 salary and benefits | \$107,882.95 |
| Supplies (e.g., laptop computer): | 0 |
| Estimated travel - lodging and per diem: | 4,150.00 |
| Training | 0 |
| <hr/> | |
| Subtotal | \$112,032.95 |
| Standard 22% Indirect Cost Rate | X 1.22 |
| <hr/> | |
| Total | \$136,680.19 |

Attachment D

Agency Representatives

US Fish and Wildlife Service

Administrative Representative
Greg Beatty
Supervisory Fish and Wildlife Biologist
greg_beatty@fws.gov

Technical Representative
Robert Lehman
Fish and Wildlife Biologist
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Financial Representative
Margie Valenzuela
Administrative Officer
Margie_Valenzuela@fws.gov

Arizona Department of Transportation

Administrative Representative
Kris Gade
Roadside Resources Specialist, Environmental Planning
kgade@azdot.gov

Technical Representative
Kris Gade
Roadside Resources Specialist, Environmental Planning
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Financial Representative
Kris Gade
Roadside Resources Specialist, Environmental Planning
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Federal Highway Administration

Administrative Representative
Alan Hansen
Team Lead Planning, Environment, Air Quality and Realty
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Technical Representative
Jennifer Elskén
Environmental Program Manager
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Financial Representative
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Finance Manager
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MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

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MEMORANDUM OF AGREEMENT
DETERMINATION

A.G. Contract No. P0012020000783 (**Memorandum of Agreement No. 20-0007702-I**), an Agreement between public agencies, the State of Arizona and The United States Fish And Wildlife Service, Arizona Ecological Services Office Concerning Funding For Transportation Project Reviews By The United STATES FISH AND WILDLIFE SERVICE IN ARIZONA, has been reviewed pursuant to A.R.S. § 28-401, 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: June 10, 2020

MARK BRNOVICH
Attorney General

/s/ Eli D. Golob

ELI D. GOLOB
Assistant Attorney General
Transportation Section

EDG/sjp8771279