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DS MB MPD Regional Planner reviewed, ready for signing Process

DS JGOC Jennifer G O'Connor, NACOG Acting Planning Director

DS MA MPD Finance Acknowledged

CAR Agreement Number	GRT-21-0008162-T
AG Contract Number	P0012011001543
Program/Phase/Federal Aid	SPR PNG2201P NACS022
AFIS Payment Number and Address Code	IV0000003272 I0003
Dun & Bradstreet (DUNS)	083716167
SAM.GOV CAGE Code	3JXT0
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
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

THIS AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-401, § 28-334, § 28-367 et seq., is entered into 6/17/2021 between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT and the NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG), herein referred to as the COG or SUBRECIPIENT. ADOT and the COG are collectively referred to as the "Parties", and individually as ADOT, NACOG, COG, and "Party".

RECITALS

1) To ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the COG and ADOT through the sharing of information.

2) The Governor of Arizona, by Executive Order #70-2, dated July 8, 1970, established six regional districts for the purpose of complying with Federal requirements for comprehensive planning. One of the six regional districts encompasses parts, if not all of the geographical area of Yavapai, Coconino, Navajo and Apache Counties that are hereby under the jurisdiction of NACOG.

3) The COG is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and supports community development and social goals.

4) 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) funds including but not limited to: State Planning and Research (SPR) funds, Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG) funds; and from Federal Transit Administration (FTA) funds including but not limited to: apportioned funds per United States Code (49 U.S.C. 5303), 5310 Program funds, 5311 Program funds; and other federal and state funds over which ADOT has fiduciary responsibility. ADOT provides all or part of those funds to SUB-RECIPIENTS for the purpose of performing the Work Program, purposes identified in the Scope of this Agreement, and/or as identified for other specific projects. The Catalog of Federal Domestic Assistance (CFDA) 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 SUB-RECIPIENTS; this list is not all-inclusive and does not limit use of other funds under this Agreement.

Catalog of Federal Domestic Assistance (CFDA)			
CFDA 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	Capital Assistance Program for Elderly Persons and

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			Persons with Disabilities
20.509	FTA	5311	Formula Grants for Other Than Urbanized Areas

5) ADOT is authorized to allocate said funds for all Planning Organizations throughout the State of Arizona.

6) The COG is responsible for performing responsibilities of relevant regulations and relevant programmatic requirements established by the funding source or by ADOT.

7) In accordance with 2 CFR 200.328, ADOT shall monitor all activities performed by its staff or by subrecipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.

8) ADOT has primary responsibility for administering FHWA and FTA funds allocated to the COG and ensuring that such funds are expended for eligible costs, purpose and activities in accordance with 23 CFR 420.113, that are allowable per 2 CFR 200 et seq. as adopted or otherwise modified pursuant to 2 CFR 1201 and that are within the COG planning boundaries.

9) ADOT has primary responsibility for administering State Highway User Revenue Funds pursuant to A.R.S. 28-6993(G). In the event that the COG accepts an award of HURF funds or uses HURF funds as a source of funding for a project in the Work Program, the COG is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source, by ADOT, and/or ADOT Policy and Procedure FIN-5.01 HURF Exchange Program.

10) This Agreement is to clearly identify the responsibilities of 23 CFR 450.206 for cooperatively carrying out the transportation planning process and for complying with the relevant requirements of state and federal law.

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)	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 guide way 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. 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.
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
CFR	Code of Federal Regulations available at http://ecfr.gov
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. 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: (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. (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. (c) For state and local governments: Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1. (d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.
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.

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TERM	DEFINITION
(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
Grantee / Subgrantee	Grantee is used interchangeably with Recipient; Subgrantee is used interchangeably with sub-recipient.
HPMS	The Highway Performance Monitoring System (HPMS) is a national level highway information system that includes data on the extent, condition, performance, use and operating characteristics of the nation's 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)
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	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).
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).

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TERM	DEFINITION
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 sub-recipients 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
System for Award Management (SAM) (https://www.sam.gov/SAM/)	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.
Sub-recipient	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 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.
(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.

Due Date	COG	ADOT	TASK	REFERENCE
3/1		X	ADOT send first draft of WP to COG	Section 3.0
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
5/22	X		Submit Final WP to ADOT for incorporation into ADOT's Work Program	Section 3.0
5/22	X		Submit a Funding Authorization Request Letter per funding source	Section 3.0
Prior to 6/30	X	X	Execute Amendment to Extend Agreement	Section 29.0
7/1	X	X	Close and complete prior year WP	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		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 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	Notify MPD Finance of Monthly Reconciliation Variances	Section 7.0 (e)
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter federally-funded contracts in the LPA DBE System.	Section 12.11
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 days after the end of each month	Section 12.12
30 Days	X		Comply with request for additional supporting documents for reimbursement requests	Section 7.0
30 Days		X	Issue payment or request for additional support within 30 days of receipt of invoice	Section 7.0 (b)
30 Days		X	Issue payment for approved reimbursement requests	Section 7.0 (b)
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 days of subcontractor work completion	Section 12.20
90 days of the Expiration or Termination of the Grant		X	Submit all financial, performance and related reports for the COG to the respective Federal Agency	Section 7.0 (e)
Within 90 days of Annual Notification	X		Sign, Affirm, and Return FTA Certifications and Assurances	Section 28.0
First Thursday of Each Month		X	Distribute the Monthly Financial Statement	Section 7.0 (e)
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 COG	Section 28

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Section 1.0 SCOPE OF WORK

(a) **Transportation Planning and Programming**

The COG shall perform planning services for incorporated cities and towns, tribal governments, transit operators in their region addressing issues and needs that cross city and county lines and serve as liaison between ADOT and local governments. Utilizing a similar schedule for the state system programming process, the COG will also administer a regional TIP programming process that addresses local government roadway, bridge, safety, transit and pedestrian improvement projects. Final project priorities will be developed and ultimately approved by each Regional Council or Executive Board. Regional TIP projects will be included as an element of the cooperatively developed ADOT Five-Year Program and STIP.

The SUBRECIPIENT must exercise the State's tribal consultation and coordination protocol. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" (Exhibit F) 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: http://www.aztribaltransportation.org/training.asp.

The COG shall maintain an E-STIP account and submit to ADOT MPD a four-to-five year TIP of prioritized projects, approved by the COG regional council, 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 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.

By including a funding type in the Work Program budget, the COG 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 here as an example of requirements that may exist. The HURF program derives from A.R.S. 28-6993. However, ADOT Policy FIN-5.01 HURF Exchange Program establishes the requirements for such funding. In the event the COG accepts an award of HURF funds or uses HURF funds as a source of funding for a project in the WP, the COG agrees to adhere to the requirements of that policy.

The SUBRECIPIENT 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 COG 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 COG determines that it will not follow any requirements established by optional funding sources, the COG 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 COG may not request removal of funding sources mandated by its designation as a COG 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 planning area which is supported by federal funds. The WP is the biennial plan developed in cooperation with ADOT that lists all planning work elements and tasks to be undertaken during a grant year, together with a complete description thereof, the expected start and completion dates, and an estimated budget.

Planning tasks shall include major work elements the COG proposes to undertake. Some examples include but are not limited to: a fiscally constrained Transportation Improvement Program (TIP), data collection for the Highway Performance

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Monitoring System, a Public Participation Plan, and regional planning coordination. 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 gases, Title VI, and air quality should be included when federally mandated or mutually agreed upon.

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 additional equipment of $5,000 or greater to be procured throughout the current WP period will require advanced written approval from ADOT, FHWA, and FTA.

Approval of the Project shall consist of approval of each WP by the appropriate funding agency, including ADOT, FHWA, FTA, and the COG Governing Board. Individual work elements 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 Project not completed during the indicated fiscal year are not eligible for funding, unless specifically included as a project in the succeeding WP. Funding will be authorized on an annual basis.

The effective date of each WP will be July 1 of each year 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 COG 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 COG shall submit to ADOT such data, reports, records, contracts, and other documents relating to its performance as a planning organization as ADOT, the current Federal funding legislation, FHWA, or FTA may require.

c) **HPMS Data Collection**

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 SUBRECIPIENT participation in either the data collection process or meeting reporting requirements requested by the State. In the spirit of the cooperation described in 23 USC 134 and 23 CFR 450 et seq., such participation is requested 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 encourages the SUBRECIPIENT and its member agencies to continue traffic data collection to supplement the State's needs. ADOT heavily relies on local and regional participation to meet federal HPMS compliance, particularly on roadways functionally classified above local such as Minor Arterials, Major Collectors, and Urban Minor Collectors. In addition to these three categories, ADOT appreciates and values all traffic count data submitted for all roadway classifications as it only enhances our data and ability to provide more accurate traffic data and modelling services to our regional planning partners and the Federal Highways Administration.

The SUBRECIPIENT shall coordinate with ADOT to facilitate the collection of traffic count data as described on the ADOT Multimodal Planning Division Data Analysis Section website: http://www.azdot.gov/planning/DataandAnalysis. Such data shall be reported in the Transportation Count Data System (TCDS) on at least a monthly basis in the form of raw data from traffic counting devices. 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 and provide ad-hoc support as needed.

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(d) Requirements for Pass-Through Funds

In the event that the COG passes through funds to another entity, the COG is responsible for meeting the requirements of 2 CFR 200.331.

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 COG 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. The MPD Contracts Program Manager will use that list to submit to ADOT Business Engagement and Compliance Office (BECO) for advance establishment of the DBE System "contract number" for the project's procurement effort for the AZUTRACS "bidder's list" requirements.

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 the COG initiating their approval process.

> 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 COG to obtain prior approval in accordance with 2 CFR 200.308. Pursuant to 2 CFR 200.308(e) 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 are restricted.

The COG will submit the request for Work Program Amendments to the ADOT Regional Planner in writing electronically or by mail. ADOT will notify FHWA and FTA of the respective modification and advise the COG of final disposition within 10 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.h) 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 COG for prior approval will be addressed in writing to ADOT. The awarding agency will promptly review such request and shall approve or disapprove the request in writing.

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

(1) Funds allocated to the COG 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

ADOT will provide the first draft of the WP to the COG no later than March 1st. After COG Board approval of the WP, the COG will submit one electronic copy of the approved final WP to ADOT by May 22nd to be incorporated into ADOT's Work Program. For funds to be available for use by July 1st, the COG shall also submit by May 22nd, a fund authorization request letter per funding source, to MPDAUTHORIZATION@AZDOT.GOV and cc: the ADOT Regional Planner.

The COG 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, FHWA, and FTA 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), all technical reports, the annual report, and all planning data prepared by the COG. If ADOT, FHWA, and/or FTA 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 COG 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.

The COG 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. 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.

(b) Funds Received or Made Available for the Project

Pursuant to the requirements of 2 CFR 200.307, the COG 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 COG shall charge to the 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. Determination of eligible costs shall be in accordance with the requirements of 2 CFR 200.402 through 2 CFR 200.414 and 2 CFR 200.420 through 2 CFR 200.475.

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(d) Documentation of Project Costs

All costs charged to the WP, including any approved services contributed by the COG 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 COG is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Project. The COG 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 COG 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 COG 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 Project 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 COG desires to be reimbursed for indirect costs, the COG 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 COG does not receive more than $35 million in direct Federal funding, the COG 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 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.

As a council of governments, even if the COG is incorporated as a nonprofit corporation under state law, 2 CFR 200 Appendix IV is not applicable. If the COG receives only pass-through funds, ADOT will be responsible for negotiating and/or monitoring the COGs 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 COG 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 COG must submit the approved plan to ADOT for review. ADOT reserves the right to respond with questions or concerns about the submitted plan, to request revisions for any programmatically-ineligible costs included, and to request resolution of errors. In the event that ADOT will act as the Oversight Agency 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 COG for indirect costs if an Indirect Cost Plan is not in place.

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Section 6.0 AUDIT

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

(a) Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq., 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, et seq., as revised, and/or other procedures. By entering into this Agreement, the COG 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 COG is appropriate, the COG agrees to comply with any additional instructions provided by ADOT staff to the COG regarding such audit. The COG 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 COG 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., as revised) are to have audits done annually using the following criteria:

1. In the event that the COG or their sub-recipient expends $750,000 or more in Federal awards in its fiscal year, the COG and the sub-recipient 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 COG and sub-recipient 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 Subpart F, et seq. An audit of the COG 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 COG shall fulfill the requirements relative to auditee responsibilities as provided in "2 CFR 200.508, et seq."

3. If the COG 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 COG 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 COG resources obtained from other than Federal entities).

4. If the COG 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.

5. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

6. In compliance with 2 CFR 200.512(a), et seq. the audit shall be completed and the report must be submitted within either 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

(c) Other audit requirements

The COG 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 COG 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 COG of disallowed costs, or

2. take other actions as determined appropriate.

If the COG 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., as revised, 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., as revised, directly to each of the following:

   a. SingleAudit@azdot.gov.

   b. The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512 et seq., at https://harvester.census.gov/facweb/

   c. The Federal Highway Administration at Arizona.FHWA@dot.gov.

   d. Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F et seq., as revised.

2. Copies of written communication between the COG and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled *AUDIT* of this agreement shall be submitted by or on behalf of the COG directly to:

   a. ADOT at the following address at SingleAudit@azdot.gov.

   b. Any written communication required to be submitted to ADOT pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F et seq.

   c. The COG, when submitting financial reporting packages to ADOT for audits done in accordance with 2 CFR 200 Subpart F et seq. should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.

(e) Record Retention

The COG, along with their sub-recipients, 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 COG 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.

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 SUBRECIPIENT agrees to submit all related documents through that system as required and requested by the STATE. The SUBRECIPIENT further agrees that any scanned documents attached in E-Grants shall comply with minimum 300 dpi scanning requirements, be clearly legible, and in PDF format. The STATE certifies that the electronic signatures comply with A.R.S. 41-132 and A.R.S. 44-7031. The SUBRECIPIENT agrees that pursuant to A.R.S. 41-132, any electronic signature processed through E-GRANTS has the same force and effect as a written signature and shall be considered a valid original pursuant to A.R.S. 11-487.02.

For further instructions on using the E-Grants system, please refer to the E-Grants Subrecipient User Guide posted on the ADOT Transit Planning web site, under ==> More Information.

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

(b) Actions by the COG

In order to obtain any payment, the COG 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 SUBRECIPIENT 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 COG 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 et seq., and ADOT, as appropriate. All support documentation must be dated within the Work Program's fiscal year (except the final closeout invoicing as described in this Agreement) to be considered eligible. The SUBRECIPIENT 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 written document shall not be eligible for reimbursement in accordance with 2 CFR 200.458.

System-generated ledger report(s) that includes proof of payment (such as check number and date paid) must be submitted with the reimbursement request. Except for travel receipts, detailed support documentation shall be maintained by the SUBRECIPIENT 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 sub-recipients. 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 COG as described in the narrative progress report.

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

Project Summary: A tabular summary must be submitted with the Progress Report that lists all work elements / projects of the WP showing the budget of that item, every funding source contributing toward completing that item, the amounts billed to date, the total remaining work element/project balance, and the percent billed. Refer to Exhibit A examples. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project This report is intended to demonstrate the progress of a project across all funding sources, not only those funds administered by ADOT to ensure that funds distributed through ADOT result in completed projects. Each project must be reflected on this report for the duration of the Work Program.

(4) If no costs were incurred in the quarter, submit a statement to the ADOT Regional Planner so indicating but 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 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 COG, 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)."

(7) **Financial Management**: The COGs financial management systems must comply with all the requirements of 2 CFR 200.302.

(c) <u>ADOT's Obligations</u>

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

Subject to other provisions hereof, ADOT will approve and honor such requisitions in amounts deemed proper to ensure the implementation of the Project 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 COG for actual expenses incurred by the COG in furtherance of the Project. 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 COG as described in the narrative progress report.

ADOT will reimburse the COG no later than 30 days from receipt of the request for reimbursement from the COG. If ADOT believes the COG did not provide adequate supporting documentation for reimbursement claims ADOT will reject the invoice, which will require resubmission by the COG.

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 COG 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 COG's performance of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;

3. Concurrence by ADOT: The COG has taken any action pertaining to the Project which requires the prior approval of ADOT, FHWA, and FTA or has made related expenditures or incurred related obligations without having been advised by ADOT, FHWA and , FTA that the same are approved and satisfactory;

4. Conflict of Interests: The COG 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 Project costs incurred by the COG prior to the effective date of this Agreement, costs incurred by the COG which are not provided for in the latest approved budget for the Project, 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 COG that where official audits or reviews disclose that the COG 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 COG may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by ADOT, and the COG will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the COG agrees to promptly reimburse ADOT within 30 days for any and all amounts for which ADOT has made payment to the COG if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the COG. 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 COG 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 COG 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 SUBRECIPIENT 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 no later than July 30th . If a SUBRECIPIENT anticipates that it will not have its final invoices submitted to ADOT by the July 30th deadline, the SUBRECIPIENT 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 the July 30th unless a time extension has been requested by the SUBRECIPIENT 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 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 COG to the respective Federal Agency. After the project 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 COG 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 project, 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 COG agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the COG 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 the 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 COG to obligate the funds and enable expenditure prior to expiration.

Section 8.0 PROCUREMENT, FIXED ASSETS, TRAVEL

(a) Procurement Policy

Pursuant to the authority granted in 2 CFR 1201.317 for States to determine the policies and procedures for sub-recipients of the State to follow when procuring property and services under a Federal award, ADOT Multimodal Planning Division herein establishes this procurement rule:

1. If the sub-recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to A.R.S. 41-2501, the sub-recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.

2. All other sub-recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq, except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.

The SUBRECIPIENT 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.

Each procurement must reference the DBE System “contract/project number” designated for the AZUTRACS “bidder’s list” purposes that were established in advance with the submission of the WP. When new procurements using funding under this Agreement are needed, email MPDCONTRACTS@AZDOT.GOV to request the new “contract/project number” to be used in AZUTRACS goal assessment requests and bidder’s lists. Post award, each procurement shall be entered into the DBE system (DOORS) using that designated “contract/project number”.

In addition to other clauses required throughout this Agreement or by State law, the COG 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 200.326,
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/cqit/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 sub-recipient 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 (i).

The SUBRECIPIENT 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 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 is herein incorporated by reference and made a part of this Agreement. The COG 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

All travel for the COG and its Vendors funded through the WP Projects must comply with the State policies for Travel. In the event the COG 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 COG may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by the COG consistent with and in support of identified work tasks contained within the approved WP. The WP shall contain an estimated travel schedule in the required format (Exhibit D) for planned or anticipated out of state travel. 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 COG 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 Director of the COG, 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 COG's staff subject to the availability of funds when such travel furthers the interests of the COG and the purposes of this Agreement.

The Director of the COG, 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 COG shall be from funds made available to the COG 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.

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Section 9.0 CONTRACTS OF THE COG

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 COG and its consultant 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 COG, except copies of such documents made for the exclusive internal use of the COG, 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. 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-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."*

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

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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 performance 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.

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. cancelling, 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.

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:

<u>Pertinent Non-Discrimination Authorities:</u>

- 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, sub-recipients 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 SUBRECIPIENT receiving 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

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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.
✔	✔	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 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 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.

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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: - 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 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.

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FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✔	✔	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	*A vendor/contractor/consultant/subcontractor/subconsultant (herein after 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 USDOTassisted 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:* · *Withholding payments;* · *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 shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.*

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
	✔	24.g	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.
✔		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 sub-recipient pass-through agreements and agreements for contractors, subcontractors, suppliers, consultants or its agent or representation in any transaction is subject to this requirement. The COG 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 200.212. The COG agrees to comply, and assures the compliance of each third-party contractor and sub-recipient 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 SUBRECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System 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 COG nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which a member, officer, or employee of the COG 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 COG and such disclosure is entered in the minutes of the COG, the COG 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 COG or the locality relating to such contract, subcontract, or arrangement.

The COG shall insert in all contracts entered into in connection with the Project 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 COG 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 COG 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, the COG 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 COG shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with, the COG under this Agreement.

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

Section 16.0 BONUS OR COMMISSIONS

By execution of this Agreement, the COG 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 following officials: for ADOT - the Multimodal Planning Division Director; and for the COG - the Director or designee.

If the conflict remains unresolved, the conflict shall be resolved by the following Senior Agency Officials: for ADOT - the Executive Director for Planning and Policy; and for the COG - 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 COG - 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

The State reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the COG shall stop all work, as directed in the notice, notify all subrecipients of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the COG under this Agreement shall

become the property of and be delivered to the State upon request. The COG 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 COG shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

The State shall reimburse the COG 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 the State. The COG 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 any funds paid to COG for any and all amounts for which ADOT has made payment to the COG if such amounts are not directly attributable to the completed portion of the work covered by this Agreement or have been paid to the COG for work completed after the effective date of the termination.

In addition to the rights reserved in the Agreement, the State may terminate the Agreement in whole or in part due to the failure of the COG 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 thirty (30) 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, 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:

SUBRECIPIENT must complete and sign the *INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT (COG), METROPOLITAN PLANNING ORGANIZATIONS (MPO), TRANSIT MANAGEMENT AREA METROPOLITAN PLANNING ORGANIZATIONS (TMA)* and submit to MPD Contracts with the required evidence of insurance or self-insurance. Upon submission of a completed and signed *Checklist* and evidence, MPD Contracts will submit to Risk Management for review. Risk Management will review for compliance and notify MPD Contracts of acceptance or deficiencies, which will then be communicated to the SUBRECIPIENT.

INSTRUCTIONS FOR SUBMITTAL OF THE INSURANCE PACKAGE:

Email Subject Line to Read:

- Review of Insurance for {insert "XXXXXXXX" 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) days prior written notice to the State of Arizona. Within two (2) business days of receipt, 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 COG 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 COG of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The 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): The 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, incorporated herein as Exhibit E, 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 COG 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 COG agrees to require all lower tier subcontractors who have agreements exceeding $100,000.00 to complete the Lobbying Certification (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C).

Section 24.0 ENERGY CONSERVATION

The COG 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 COG 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 COG 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 COG 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

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method specified by ADOT, the COG 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 SUBRECIPIENTs attorney pertaining to the SUBRECIPIENTs legal capacity. The SUBRECIPIENT 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 SUBRECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUBRECIPIENT under 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 SUBRECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT 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.

SUBRECIPIENT 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 SUBRECIPIENT 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.

SUBRECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUBRECIPIENT 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 SUBRECIPIENT 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 COG is the entity responsible for providing fiscal, human resource and staff support services, including but not limited to legal and IT, to the COG. In the event that the COG requires a Fiscal Agent, the COG 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 COG 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 COG.

5. In the event the Fiscal Agent is providing human resource services to the COG, the agreement must reflect the disposition of payroll and its designation as Fiscal Agent Overhead or COG 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. This provision shall be incorporated in any sub-recipient, sub-contractor, 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 200.326,
b. The requirements in 2 CFR 200 Appendix II,
c. The requirements in 2 CFR 1201,
d. FTA funded procurements/contracts: Circular 4220.1 – Third Party Contracting Guidance or its Appendix D, as revised from time to time,
e. Any requirements established by a particular funding stream, program, funding agency guideline, or established by ADOT.

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 SUBRECIPIENTs responsibility to ensure that any Agreement between SUBRECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

2) The COG 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 COG is notified and made aware of such applicable laws and procedures.

3) This Agreement may be cancelled 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 COG 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) The **DEFINITIONS** page(s) and the **RESPONSIBILITY MATRIX FOR TIMED EVENTS** page(s) are herein incorporated as a part of this Agreement.

11) The Subrecipient 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 Subrecipient 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.

12) 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 Council of Governments at:
Arizona Department of Transportation Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007	**Northern Arizona Council of Governments** 119 East Aspen Avenue Flagstaff, AZ 86001

Section 32.0 <u>AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY</u>

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, 2021 upon its execution by all Parties hereto and shall remain in force and effect through June 30, 2023 unless amended, terminated, cancelled 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) 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 COG's authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.

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

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS	**STATE OF ARIZONA** **Department of Transportation**
By	By
DocuSigned by: Chris Fetzer, Executive Director 5FD2C2854D3A42A...	DocuSigned by: Gregory Byres, Division Director 6E1FEBD8FEEF421...
Chris Fetzer, Executive Director Executive Director	**Gregory Byres, Division Director** **Multimodal Planning Division**
Date 5/13/2021	**Date** 6/17/2021

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Attorney Determination Page
APPROVAL OF THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

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 NORTHERN ARIZONA COUNCIL OF GOVERNMENTS, and declare this agreement to be in proper form and within the powers and authority granted to the NORTHERN ARIZONA COUNCIL 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.

DATED 5/12/2021

DocuSigned by:
Brandon J. Kavanagh, Mangum, Wall, Stoops & Warden, PLLC -
12B61855C7E34D1...

Attorney for the NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

Brandon J. Kavanagh, Mangum, Wall, Stoops & Warden, PLLC - NACOG Attorney

Partner/Member

Mangum Wall Stoops & Warden PLLC

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		MPD Tracking Number (Use Format: MPDnnnn-yy; RTAP use "MPDRTAP-yy") (yy = last 2 digits of the State Fiscal Year (July 1 - June 30))	
Agency Name				Contract Number (Only Use for Executed JPA, GRT, IGA, 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)	
				Funding Program (Select from List)	
Remit Payment to (Select from List)				Entry required in fields E2 and N6	
Entry required in field E8				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 (e.g. Taxes, BECO Sanctions, Disallowed)	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 3729-3730 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

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ADOT PROGRAM/PROJECT MANAGER REVIEW

		Status		Reason for Rejection	ADOT PM Signature Required
The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met.	Travel charges are in accordance with State/ADOT Policy	Invoice Approved	Invoice Rejected		
	Progress toward Scope aligns with Awarded Requirements				
	Invoicing aligns with Progress and Awarded Budget / Pricing				
	Support Documents align to Invoice and adequately supports costs				
	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	

Not FTA Funded - Please leave section below blank

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Color Key
Pink with Red Text = Entry/Correction Required
White Label = Field Data Provided in ADOT Documentations
White Field = Entry in Field Permitted
Pale Orange = Form Calculated field
Teal = Vendor/Customer Generated
Grey = Disregard Field

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EXHIBIT A, continued
Project Summary

Example of the Project Summary required to accompany the Narrative Progress Report. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project. The column descriptions of “PL”, “SPR”, “STBG”, “HSIP”, “CMAQ” are descriptive only and should be replaced with the relevant funding sources for the projects. This report is intended to demonstrate the progress of a project across all funding sources, not only those administered by ADOT to ensure that funds distributed through ADOT result in completed projects. Each project must be reflected on this report for the duration of the Work Program.

Arizona Department of Transportation
Multimodal Planning Division
This Page not for Use by Vendors

SubRecipient Name	0	Contract No	0	Reported Completed By		Date Completed	

		BUDGET															
		Use this to record each Funding Source type and amount for each project (example: PL, SPR, CMAQ, Local, HSIP, etc.)										Total Budget	Billed to Date	Project Balance	Percent Billed
	Federal Aid Number: >														
Identifier	Work Element Description / Project Title														
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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:
Chris Fetzer, Executive Director
5FD2C2854D3A42A...

SIGNATURE

5/13/2021

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

Approved by OMB 0348-0046

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

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ 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, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	**13. Type of Payment** *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
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: ☐ Yes ☐ 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 tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This 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 $10,000 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 – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB 0348-0046

Reporting Entity: _____ **Page** _____ **of** _____

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Standard Form – LLL-A

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EXHIBIT D

Planned / Anticipated COG Out of State Travel Schedule			
Anticipated Dates	**Location**	**Event Description**	**Total Estimated Cost**

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Exhibit E
Standard Patent Rights

Required Pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, non transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be

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sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally

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obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

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(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

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EXHIBIT F

ARIZONA DEPARTMENT OF TRANSPORTATION
POLICIES AND PROCEDURES

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

Effective: July 23, 2019 | Review: July 23, 2021
Supersedes: MGT-16.01 (09/14/2016) | Transmittal: 2019 – July
Responsible Office: Director's Office (602) 712-7227 | Page 1 of 5

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)

Executive Order 13175

Executive Order 2006-14

United States Department of Transportation (US DOT) Order 5301.1

18 U.S.C. § 1151

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

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Furthermore, Executive Order 13175 (November 6, 2000 reaffirmed by President Barack Obama November 5, 2009), "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 the Arizona Governor's Executive Order 2006-14 (September 14, 2006), "Consultation and Cooperation with Arizona Tribes" all require state departments of transportation to consult, cooperate and coordinate with Native Nations/Tribal Governments in statewide and metropolitan transportation planning processes. 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 of the State.

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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, division 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

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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.

MGT-16.01

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PAGE RESERVED FOR ATTORNEY GENERAL DETERMINATION

The Attorney General (AG) determination page will be inserted in this Agreement through the electronic DocuSign process as an attachment. When the full document is downloaded, the page will print as the final page of the document and shall be considered to replace this page.

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ADOT
Safety and Risk Management

INSURANCE CHECKLIST FOR GRANT AGREEMENTS WITH COUNCILS OF GOVERNMENT ("COG"), METROPOLITAN PLANNING ORGANIZATION (MPO), TRANSPORTATION MANAGEMENT AREA METROPOLITAN PLANNING ORGANIZATION ("TMA")

INSTRUCTIONS/TIPS/INFORMATION TO *EASE* THE INSURANCE PROCESS

- As soon as possible, share this Checklist and the insurance requirements in your Agreement with your risk manager, insurance broker, or insurance agent
- Gather the documents described at each checkbox below (you must provide ADOT with a copy of each)
- Sign the Checklist, attach required documents, and submit by email to MPD Contracts at mpdcontracts@azdot.gov

CERTIFICATE OF INSURANCE (OR EVIDENCE OF SELF-INSURANCE)

[x] Certificate of Insurance

OR

[ ] Evidence of self-insurance (include required additional insured, waiver, primary/non-contributory language)

Subrecipient Initials_____

Certificate Holder should read: The State of Arizona or ADOT, 1324 N. 22nd Ave., Phoenix, AZ 85009

COMMERCIAL GENERAL LIABILITY

[x] **Additional Insured** endorsement form / policy section / self-insurance language

[x] **Waiver of Subrogation** endorsement form / policy section / self-insurance language

[x] **Primary and Noncontributory** endorsement form / policy section / self-insurance language

Subrecipient Initials_____

AUTOMOBILE COVERAGE

[x] **Additional Insured** endorsement form / policy section / self-insurance language

[x] **Waiver of Subrogation** endorsement form / policy section / self-insurance language

Subrecipient Initials_____

WORKER'S COMPENSATION

[x] **Waiver of Subrogation** endorsement form or self-insurance language

Subrecipient Initials_____

Subrecipient Signature: DocuSigned by: Jennifer O'Connor 8314115C1925460 **Date:** 6/17/2021

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SAM.GOV®

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ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact

ALERT: SAM.gov will be down for scheduled maintenance Saturday , 05/15/2021 from 8:00 AM to 1:00 PM.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
DUNS: 083716167 CAGE Code: 3JXT0
Status: Active
Expiration Date: 09/04/2021
Purpose of Registration: Federal Assistance Awards Only

119 E ASPEN AVE
FLAGSTAFF, AZ, 86001-5222 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
Doing Business As: NACOG
Business Type: Business or Organization
Last Updated By: Cindy Binkley
Registration Status: Active
Activation Date: 09/04/2020
Expiration Date: 09/04/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20210314-0806
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

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MARK BRNOVICH
ATTORNEY GENERAL

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

DAWN NORTHUP
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. P0012011001543 **(MPD Agreement No. GRT-21-0008162-T)**, an Agreement between public agencies, the State of Arizona and Northern Arizona Council of Governments has been reviewed pursuant to A.R.S. §§ 28-401, 28-334, and 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: May 11, 2021

MARK BRNOVICH
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/9502023

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NORTARI-03 PEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Mahoney Group - Snowflake
1835 South Extension Road
Mesa, AZ 85210

CONTACT NAME:
PHONE (A/C, No, Ext): (928) 536-2989 FAX (A/C, No): (928) 536-3089
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Social Services Contractor	14329
INSURER B : CopperPoint Casualty Insurance Company	13210
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northern Arizona Council of Governments
119 E. Aspen Ave
Flagstaff, AZ 86001

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	60001823	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	60001823	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			60005073	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	1001717	7/1/2020	7/1/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Crime (Includes Burg			60001823	7/1/2020	7/1/2021	Aggregate	100,000
A	Sex & Phys Abuse			60001823	7/1/2020	7/1/2021	Occurence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Agreement Number GRT-21-0008162-T

CERTIFICATE HOLDER

The State of Arizona / DOT
1324 N. 22nd Ave.
Phoenix, AZ 85009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Social Service Contractors Indemnity Pool

Policy #: 6000182-3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED - ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY COVERAGE FORM
SEXUAL ABUSE MOLESTATION ENDORSEMENT
BUSINESS AUTO COVERAGE FORM (coverage applies to owned, leased, hired or borrowed vehicles)

Who is an insured is amended to include as an insured the person or organization shown in the schedule below, but only with respect to vicarious liability arising out of your ongoing operations performed for that insured, and only to the extent of liability for actual damages resulting from occurrences arising out of your sole negligence.

Schedule:

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 Contractor.

All other terms and conditions remain unchanged.

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Social Service Contractors Indemnity Pool

Policy #: 6000182-3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
SOCIAL SERVICE AGENCY PROFESSIONAL LIABILITY COVERAGE FORM
SEXUAL ABUSE LIABILITY COVERAGE ENDORSEMENT

SCHEDULE

Name of Person or Organization: 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 Contractor.

1. The **TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products - completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

2. The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV BUSINESS AUTO CONDITIONS)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages for "bodily injury" or "property damage" to which this insurance applies.

3. The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV PROFESSIONAL LIABILITY CONDITIONS)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "damages" due to negligent act, error or omission to which this insurance applies.

4. The **TRANSFER OF RIGHTS OF RECOVERY Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS AS APPLICABLE TO THE SEXUAL ABUSE AND MOLESTATION ENDORSEMENT)** is amended by the addition of the following:

   We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for damages due to "sexual injury" to which this insurance applies.

All other terms and conditions remain unchanged.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A, B or D** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire, Lightening, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(d) That is liability insurance purchased by any person or organization qualifying as an insured under Paragraph **2.f.** or **2.g.** of Section **II** – Who Is An Insured, unless a written contractual arrangement specifically requires this insurance to be primary;

(e) If the loss arises out of the maintenance or use of aircraft or watercraft; or

(f) If the loss arises out of the maintenance or use "autos" to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury and Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Blanket/Schedule/State
AZ	**The State of Arizona. Department of Economic Security its departments, agencies, boards, commissions, universities, officers, officials, agents and employees. ;The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2020 Policy No. 1001717 Endorsement No. 17
Insured Northern Arizona Council of Governments Premium $ 100

Insurance Company CopperPoint Indemnity Insurance Company Countersigned by

© 1983 National Council on Compensation Insurance.

DocuSign

Certificate Of Completion

Envelope Id: 6570B2F8B94244E1B742D3AC013E355E

Status: Completed

Subject: Please DocuSign: NACOG Work Program Agreement 07/01/21 - 06/30/23

Source Envelope:

Document Pages: 62

Signatures: 5

Initials: 7

Envelope Originator:
Sally J. Palmer
206 S 17th Ave
Phoenix, AZ 85007
SPalmer@azdot.gov
IP Address: 72.217.23.112

Certificate Pages: 6

AutoNav: Enabled

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Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original
4/30/2021 3:43:45 PM

Holder: Sally J. Palmer
SPalmer@azdot.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Myrna Bondoc MBondoc@azdot.gov Security Level: Email, Account Authentication (None)	DS MB Signature Adoption: Pre-selected Style Using IP Address: 68.2.84.27	Sent: 4/30/2021 3:50:04 PM Viewed: 5/4/2021 9:22:26 AM Signed: 5/10/2021 9:38:17 AM
Electronic Record and Signature Disclosure: Accepted: 5/10/2021 9:32:46 AM ID: 53543e85-7f65-44b3-952a-20ad4e6c97a2		
Jennifer O'Connor mgonzales@nacog.org Security Level: Email, Account Authentication (None)	DS JGOC Signature Adoption: Pre-selected Style Using IP Address: 174.17.23.162	Sent: 5/10/2021 9:38:21 AM Viewed: 5/10/2021 10:08:23 AM Signed: 5/11/2021 9:25:05 AM
Electronic Record and Signature Disclosure: Accepted: 5/10/2021 10:08:23 AM ID: c27fa697-c608-4c3b-aa38-52887c47eabb		
Processor trncontracts@azag.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 159.87.87.61	Sent: 5/11/2021 9:25:11 AM Viewed: 5/11/2021 10:42:57 AM Signed: 5/12/2021 9:23:03 AM
Electronic Record and Signature Disclosure: Accepted: 5/11/2021 2:49:56 PM ID: eb93f3a8-695d-4ec8-a03f-9243a67175cc		
Brandon J. Kavanagh, Mangum, Wall, Stoops & Warden, PLLC - NACOG Attorney bkavanagh@mwswlaw.com Partner/Member Mangum Wall Stoops & Warden PLLC Security Level: Email, Account Authentication (None)	DocuSigned by: Brandon J. Kavanagh, Mangum, Wall, Stoops & Warden, PLLC - NACOG Attorney 12B61855C7E34D1... Signature Adoption: Pre-selected Style Using IP Address: 24.156.37.103	Sent: 5/12/2021 9:23:08 AM Viewed: 5/12/2021 2:40:16 PM Signed: 5/12/2021 3:32:11 PM
Electronic Record and Signature Disclosure: Accepted: 5/12/2021 2:40:16 PM ID: 8a3e0833-b84a-4612-b2b1-d99e9ff1d239		

Signer Events	Signature	Timestamp
Chris Fetzer, Executive Director chris.fetzer@nacog.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Chris Fetzer, Executive Director 5FD2C2854D3A42A... Signature Adoption: Pre-selected Style Using IP Address: 173.219.178.25	Sent: 5/12/2021 3:32:16 PM Viewed: 5/13/2021 3:21:42 PM Signed: 5/13/2021 3:26:07 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2021 3:21:42 PM ID: c76e5b1f-f445-464c-9259-64d1d482b544		
Jennifer O'Connor joconnor@nacog.org Security Level: Email, Account Authentication (None)	DocuSigned by: Jennifer O'Connor 8314115C1925460... Signature Adoption: Pre-selected Style Using IP Address: 174.26.113.176	Sent: 5/20/2021 10:52:03 AM Resent: 6/4/2021 11:16:49 AM Resent: 6/16/2021 9:27:47 AM Resent: 6/16/2021 4:04:44 PM Viewed: 6/17/2021 11:45:55 AM Signed: 6/17/2021 12:02:46 PM
Electronic Record and Signature Disclosure: Accepted: 5/21/2021 7:00:01 AM ID: 293eb504-b95d-46ed-878e-514c4608a890		
Gregory Byres, Division Director GByres@azdot.gov Multimodal Division Dir ADOT Security Level: Email, Account Authentication (None)	DocuSigned by: Gregory Byres, Division Director 6E1FEBD8FEEF421... Signature Adoption: Pre-selected Style Using IP Address: 174.205.99.82 Signed using mobile	Sent: 6/17/2021 12:02:57 PM Viewed: 6/17/2021 7:18:12 PM Signed: 6/17/2021 7:19:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
MPD Authorizations MPDAuthorization@azdot.gov Security Level: Email, Account Authentication (None)	DS Md Signature Adoption: Pre-selected Style Using IP Address: 70.175.74.233	Sent: 6/17/2021 7:19:18 PM Viewed: 6/18/2021 11:51:28 AM Signed: 6/18/2021 11:51:38 AM
Electronic Record and Signature Disclosure: Accepted: 6/18/2021 11:51:28 AM ID: 470a1860-f8d0-41e7-a061-5147176721bf		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Nick Flores, The Mahoney Group nflores@mahoneygroup.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 7:23:15 AM Viewed: 5/17/2021 1:05:12 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2021 7:21:19 AM ID: c0adb140-b599-4a1c-8cb4-3a6927fc7f3d		

Carbon Copy Events	Status	Timestamp
Patrick Evans pevans@mahoneygroup.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/20/2021 10:15:08 AM ID: ffefe872-1895-49ae-b8db-3b9ab092b354	COPIED	Sent: 5/20/2021 10:52:05 AM
Mandia Gonzales, Transportation Planner mgonzales@nacog.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/10/2021 10:08:23 AM ID: c27fa697-c608-4c3b-aa38-52887c47eabb	COPIED	Sent: 6/18/2021 11:51:47 AM
Jennifer O'Connor joconnor@nacog.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/18/2021 11:51:48 AM
Allison Priest apriest@nacog.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/18/2021 11:51:48 AM Viewed: 6/18/2021 11:53:03 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2021 3:50:04 PM
Certified Delivered	Security Checked	6/18/2021 11:51:28 AM
Signing Complete	Security Checked	6/18/2021 11:51:38 AM
Completed	Security Checked	6/18/2021 11:51:48 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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