

# AGENDA

## Executive Board Meeting

1:00 – 3:00 PM

October 5, 2023



**METROPLAN**  
GREATER † FLAGSTAFF

### Teams Virtual Meeting

*Join on your computer, mobile app or room device.*

[Click here to join the meeting](#)

Meeting ID: 263 499 516 188

Passcode: zcASgQ

### In-Person Location

Mountain Line

VERA room

3773 N. Kaspar Dr

Flagstaff, AZ 86004

Regular meetings and work sessions are open to the public. Persons with a disability may request a reasonable accommodation by contacting MetroPlan via email at [planning@metroplanflg.org](mailto:planning@metroplanflg.org). The MetroPlan complies with [Title VI of the Civil Rights Act](#) of 1964 to involve and assist underrepresented and underserved populations (age, gender, color, income status, race, national origin, and LEP – Limited English Proficiency.) Requests should be made as early as possible to allow time to arrange the accommodation.

PURSUANT TO A.R.S. §38-431.02, as amended, NOTICE IS HEREBY GIVEN to the general public that the following Notice of Possible Quorum is given because there may be a quorum of MetroPlan's Technical Advisory Committee present; however, no formal discussion/action will be taken by members in their role as MetroPlan Technical Advisory Committee.

**Public Questions and Comments must be emailed to [planning@metroplanflg.org](mailto:planning@metroplanflg.org) prior to the meeting or presented during the public call for comment.**

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the MetroPlan Executive Board and to the general public that, at this regular meeting, the MetroPlan Executive Board may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the MetroPlan Executive Board's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

### EXECUTIVE BOARD MEMBERS

- Jim McCarthy, Flagstaff City Council, Chair
- Jeronimo Vasquez, Coconino County Board of Supervisors, Vice-Chair
- Patrice Horstman, Coconino County Board of Supervisors
- Austin Aslan, Vice Mayor of Flagstaff
- Tony Williams, Mountain Line Board of Directors
- Miranda Sweet, Flagstaff City Council
- Jesse Thompson, Arizona State Transportation Board Member
- Judy Begay, Coconino County Board of Supervisors (*alternate*)
- Becky Daggett, Mayor of Flagstaff (*alternate*)

- Kate Morley, Executive Director
  - David Wessel, Planning Manager
  - Mandia Gonzales, Transportation Planner
  - Sandra Tavel, Transportation Planner
  - Karen Moeller, Administrative Assistant & Clerk of the Board
  - Ty Holliday, Montoya Fellow
- 

## A. PRELIMINARY GENERAL BUSINESS

### A CALL TO ORDER

### B ROLL CALL

### C PUBLIC COMMENT

*At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.*

### D APPROVAL OF MINUTES

Executive Board Regular Meeting Minutes of Sept. 7, 2023

(Pages 5-12)

## B. CONSENT AGENDA

*Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.*

## C. GENERAL BUSINESS

### A CONSIDER METROPLAN SUBRECIPIENT POLICY AND RISK TOOL

(Pages 13-22)

MetroPlan Staff: Kate Morley

Recommendation: Staff recommends the Board adopt MetroPlan Subrecipient Policy and Risk Tool.

### B CONSIDER NORTHERN ARIZONA UNIVERSITY SUBRECIPIENT AGREEMENT

(Pages 23-70)

MetroPlan Staff: David Wessel

Recommendation: Staff recommends the Board delegate authority to Executive Director to enter into a Subrecipient Agreement with Northern Arizona University.

### C CONSIDER LEGISLATIVE AGENDA

(Pages 71-73)

MetroPlan Staff: Kate Morley

Recommendation: Staff recommends the Board adopt proposed legislative priorities.

- D [CONSIDER MISSION, VISION, AND VALUES](#) (Pages 74-76)
- MetroPlan Staff: Kate Morley
- Recommendation: Staff Recommends the Board adopt a new Mission, Vision, and Values
- E [FY23 YEAR END FINANCIAL REPORT](#) (Pages 77-80)
- MetroPlan Staff: Kate Morley
- Recommendation: None. This item is for information and discussion only.
- F [STRATEGIC GRANTS PROCESS](#) (Pages 81-83)
- MetroPlan Staff: David Wessel and Sandra Tavel
- Recommendation: None. This item is for information and discussion only.
- G [UPDATE ON KEY PERFORMANCE INDICATORS \(KPIs\)](#) (Pages 84-88)
- MetroPlan Staff: Kate Morley
- Recommendation: None. This item is for information and discussion only.
- H [CREATIVE LOCAL MATCH OPTION-TRANSPORTATION REINVESTMENT ZONE \(TRZ\)](#) (Pages 89-92)
- MetroPlan Staff: Sandra Tavel
- Recommendation: None. This item is for information and discussion only.
- I [METROPLAN HAPPENINGS](#) (Pages 93-95)
- MetroPlan Staff: Kate Morley
- Recommendation: None. This item is for information and discussion only.

## D. CLOSING BUSINESS

### A ITEMS FROM THE BOARD

*Board members may make general announcements, raise items of concern, or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited, and action not allowed.*

### B NEXT SCHEDULED EXECUTIVE BOARD MEETING

*November 2, 2023*

### C ADJOURN

*The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.*

### CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at [www.metroplanflg.org](http://www.metroplanflg.org) on October 3, 2023 at 12:00 pm.

\_\_\_\_\_  
Karen Moeller, Clerk of the Board/Admin. Assistant

Dated this 3<sup>th</sup> day of October, 2023.

# MINUTES

## Executive Board Meeting

1:00 – 3:00 PM

SEPTEMBER 7, 2023



**METROPLAN**  
GREATER † FLAGSTAFF

### Teams Virtual Meeting

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### EXECUTIVE BOARD MEMBERS

- X Jim McCarthy, Flagstaff City Council, Chair
- X Jeronimo Vasquez, Coconino County Board of Supervisors, Vice-Chair [joined at 1:04 pm left at 2:28 pm](#)
- X Patrice Horstman, Coconino County Board of Supervisors
- X Austin Aslan, Vice Mayor of Flagstaff
- X Tony Williams, Mountain Line Board of Directors
- X Miranda Sweet, Flagstaff City Council
- X [Jesse Thompson](#), Arizona State Transportation Board Member [Left at 1:09 pm, joined at 1:18 pm](#)
- Judy Begay, Coconino County Board of Supervisors (*alternate*)
- Becky Daggett, Mayor of Flagstaff (*alternate*)

## METROPLAN STAFF

- X Kate Morley, Executive Director
- X David Wessel, Planning Manager
- X Mandia Gonzales, Transportation Planner
- X Sandra Tavel, Transportation Planner
- X Karen Moeller, Administrative Assistant & Clerk of the Board
- X Ty Holliday, Montoya Fellow

Others in attendance:

Guest presenter: Sara Dechter arrived at 1:09 pm, left at 1:35 p.m.

Chair McCarthy stated the agenda says the ASTB member is vacant; actually Mr. Jesse Thompson has continued to serve until a new action is taken.

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### A. PRELIMINARY GENERAL BUSINESS

#### A CALL TO ORDER

Meeting was called to order by Chair McCarthy at 1:01 pm

#### B ROLL CALL – See above

#### C PUBLIC COMMENT

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No public comment currently

#### D APPROVAL OF MINUTES

Executive Board Regular Meeting Minutes of June 1, 2023

(Pages 6-12)

Motion to approve by Member Patrice Hortsman, seconded by Member Tony Williams. The motion passed unanimously.

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### B. CONSENT AGENDA

*Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.*

### C. GENERAL BUSINESS

#### A CITY/COUNTY REGIONAL PLAN UPDATE

(Pages 13-14)

Executive Board Guest Presenter: Sara Dechter

Recommendation: None. This item is for information only.

Sara Dechter gave a Flagstaff Regional Plan 2045 Update, sharing specifically how MetroPlan and the City of Flagstaff are overlapping in this process.

Staff member David Wessel added clarity about the use of Onward and Upward relating to reasonable increases in Onward and using Upward as the scale up in investments. Funds would be shifted based upon different uses in different areas.

Member Austin Aslan wondered if as part of the process they are considering the comments, especially by ACONA, about housing.

Sara Dechter said she had a conversation with Gayle Jackson and has not seen the final report. She stated they looked at the assumptions behind the 10-year growth plan and increased the projected growth by 20%. Further she stated they may choose a particular scenario and “stress test” they model. There is some freedom to test the models.

Member Patrice Horstman will suggest there is a joint City/County meeting on this topic and Chair McCarthy stated this has already been suggested by the City Manager.

**B**      **CONSIDER APPROVAL OF THE WEST ROUTE 66 OPERATIONAL ASSESSMENT SCOPE OF WORK**      (Pages 15-28)

MetroPlan Staff: Mandia Gonzales

Recommendation: Approve the W. Route 66 Operational Assessment Scope Statement and Work Plan as presented

Staff member Mandia Gonzales shared the process and refining of the process and definition of purpose and need for each agency involved in this project. Two planning options were presented to the TAC-Corridor Master Plan or Operational Assessment.

In previous discussions with the City regarding the use of the Corridor Master Plan there were concerns about the adoption of the master plan and its relation to the Regional Plan as this would impact the City’s development standards, policies, and practices. Additionally, constraints were identified with the adoption of the Master Plan by the roadway owner, ADOT. Therefore, the Operational Assessment was the preferred planning option. Roadway ownership was presented as well as other options necessary to proceed with the process.

The motion was made by Chair Jim McCarthy and seconded by Member Patrice Horstman. The motion passed unanimously.

**C**      **CONSIDER ADOPTION OF THE FISCAL YEAR 2024 TITLE VI PLAN**      (Pages 29-82)

MetroPlan Staff: Mandia Gonzales

Recommendation: Adopt the FY 24 Title VI Plan

Staff member Mandia Gonzales shared the annual update of the Title VI plan including the new items added to the plan. There were several substantive changes, including the additional of new protected classes for sex/gender, gender identity or expression, and sexual orientation. The most impactful change is the update of the review and adoption guideline to align with ADOT’s timeline.

The motion was made by Member Patrice Horstman and seconded by Member Tony Williams. The motion passed unanimously.

**D**      **CONSIDER PUBLIC PARTICIPATION PLAN (PPP) 2023 PUBLIC COMMENT PERIOD**      (Pages 83-108)

MetroPlan Staff: Mandia Gonzales

Recommendation: Open a 45-day public comment period

Staff member Mandia Gonzales presented the updates to the Public Participation Plan reflecting changes which have occurred since the previous adoption in 2015. This document is not presented to ADOT, rather a public comment period is requested.

The motion was made by Member Tony Williams and seconded by Member Patrice Horstman. The motion passed unanimously.

**E CONSIDER TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT (Pages 109-117)**

MetroPlan Staff: David Wessel

Recommendation: Adopt the Transportation Improvement Plan (TIP) as presented

Staff member David Wessel shared there are several projects involved in this amendment- 5310/5311 TIP Projects, TAP and RURAL TIP Projects.

Chair Jim McCarthy asked, "what does ADOT really want in the TIP, solid or wish list?" Maybe in the future have two lists-solid and wish list. Do you have any comments?

ADOT is taking the lists into consideration, and we are working with them. They are concerned that multi-year projects build up and how can they move them along in the future. Next month Dave Wessel and Sandra Tavel will be addressing how MetroPlan will be modifying their TIP process.

Executive Director Kate Morley said that we need these items in the TIP as the TIP numbers are asked for by ADOT.

Member Austin Aslan asked for clarification on which Raise Grant did not go through. It is called the Southwest Infrastructure Raise Grant which failed.

The motion was made by Vice-Chair Jeronimo Vasquez and seconded by Member Miranda Sweet. The motion passed unanimously.

**F CONSIDER GREATER ARIZONA FUNDING INITIATIVE PROJECTS (Pages 118-123)**

MetroPlan Staff: Kate Morley

Recommendation: Approve Greater Arizona Funding Initiative Projects

Executive Director Kate Morley presented this initiative is also known as the RTAC bill. This council is outside of the Metro Phoenix and Tucson areas. MetroPlan received \$22,000,000 and the Bill will be taken apart in the line items will be placed in the budget for the final budgeting process. Kate shared what is being focused upon for successful projects.

Member Patrice Horstman confirmed the correction in Kate Morley's presentation from 180 to 89.

The motion was made by Member Patrice Horstman and seconded by Member Miranda Sweet. The motion passed unanimously.



G CONSIDER SUPPLEMENTATION IGA/ADDENDUM TO MASTER SUB-RECIPIENT AGREEMENT (Pages 124-130)

MetroPlan Staff: Kate Morley

Recommendation: Delegate authority to the Executive Director to execute the Supplemental IGA/Addendum to Master Subrecipient Agreement

Executive Director Kate Morley presented the process to create a partnership with Mountain Line/City of Flagstaff/MetroPlan for the study. This is an addendum to the IGA for the original Downtown Mile Agreement. This addendum outlines the responsibilities of 3 parties as well as allows for transfer of funds.

The motion was made by Member Tony Williams and seconded by Chair Jim McCarthy. The motion passed unanimously.

H CONSIDER THE THIRD AMENDMENT TO THE MOUNTAIN LINE INTERGOVERNMENTAL AGREEMENT (IGA) AND ADOPT IT POLICY (Pages 131-199)

MetroPlan Staff: Kate Morley

Recommendation: 1. Delegate authority to the Executive Director to execute the Third Amendment to Mountain Line IGA, and  
2. Adopt Mountain Line IT policy and subsequent amendments

Executive Director Kate Morley shared that we first entered into an IGA with Mountain Line in 2020. In early 2023 we clarified the agreement and established the facilities agreement. Since moving in it became clear an agreement for IT was needed.

The motion was made by Member Tony Williams and seconded by Member Patrice Horstman. The motion passed unanimously.

I CONSIDER TRANSPORTATION ALTERNATIVES (TA) PROGRAM GRANT APPLICATION (Pages 200-202)

MetroPlan Staff: Kate Morley

Recommendation: Approve MetroPlan application to ADOT's Transportation Alternatives (TA) Competitive Grant Program

Executive Director Kate Morley presented the new TA program. ADOT put out their first TA application explaining the 5.7% match. Each of MetroPlan's partners except ADOT presented projects they wished to pursue and the partners and MetroPlan will be applying as one group. Safe Routes to Schools was the application designation decided upon.

The motion was made by Member Patrice Horstman and seconded by Member Tony Williams. The motion passed unanimously.

J CONSIDER EXECUTIVE DIRECTOR'S ANNUAL GOALS (Pages 203-205)

MetroPlan Staff: Kate Morley

Recommendation: Approve Executive Director's annual goals

Executive Director Kate Morley presented the Annual Goals for the Executive Director and the goals relationship to the Strategic Plan.

The motion was made by Member Patrice Horstman and seconded by Member Miranda Sweet. Chair Jim McCarthy commented we are glad to have Kate Morley on board. The motion passed unanimously.

K UPDATE: CREATIVE LOCAL MATCH – 501C(3) (Pages 206-208)

MetroPlan Staff: Sandra Tavel

Recommendation: None. This item is for information only.

Staff member Sandra Tavel presented the Creative Local Match update. The philanthropy aspect of a 501c(3) designation as well as what it would do for a Metropolitan Planning Organization.

Member Patrice Horstman commented that she likes the idea of being a 501c(3) which would allow us more access to grants. She stated the dissolution of MetroPlan is a major consideration. Could we keep MetroPlan as we are and consider an offshoot which would be a 501c(3). Sandra Tavel explained that "Friends of MetroPlan" would be that offshoot.

Member Austin Aslan commented it is interesting and he is the Chair of the Coconino County Water Advisory and its partner committee. There is a necessity for two meetings or including the 501c(3) in the regular meeting. He prefers, as does Member Horstman, that MetroPlan remain as it and have an offshoot.

Chair Jim McCarthy stated his concern is that we would not be allowed to lobby for money if we remained as one organization. He, too, stated that "Friends of MetroPlan" sounds like a good alternative.

Executive Director Kate Morley stated we asked our lobbyist and Karen Kruse stated there are some restrictions on lobbying and hoops which might need to be jumped through, which would make lobbying more restrictive. Over the next couple of years MetroPlan will be exploring the monies which can be brought in, and this will be discussed in a year or so.

L TECHNICAL ADVISORY COMMITTEE (TAC) STRUCTURE (Pages 209-211)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information only.

Executive Director Kate Morley shared the information she has gathered regarding the TAC Structure and personnel make-up of the TAC committee. These members want to be involved in projects using their expertise. After the By-Laws were visited, Kate presented some of the best use of time for the TAC members and changes this might involve regarding meeting times and structure.

Chair Jim McCarthy confirmed this change in structure will be completed informally, letting the TAC best determine what works best on the current projects.

M **NATIONAL WEEK WITHOUT DRIVING CAMPAIGN** (Pages 212-220)

MetroPlan Staff: Mandia Gonzales

Recommendation: None. This item is for information only.

Staff Member Mandia Gonzales shared the Week Without Driving campaign stating this is the first year that the Week Without Driving has gone national from its origination in Washington State 2 years ago.

N **METROPLAN HAPPENINGS** (Pages 221-223)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information only.

Executive Director Kate Morley presented what is happening at MetroPlan.

#### D. CLOSING BUSINESS

A **ITEMS FROM THE BOARD**

*Board members may make general announcements, raise items of concern, or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited, and action not allowed.*

Member Jesse Thompson stated he is happy MetroPlan, the City and County have come together for the SMART program. He may wish to share at the next meeting how much money is left for the cities and counties.

B **NEXT SCHEDULED EXECUTIVE BOARD MEETING**

*October 5, 2023*

C **ADJOURN**

Chair McCarthy adjourned the meeting at 2:46 pm

*The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.*

**CERTIFICATION OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at [www.metroplanflg.org](http://www.metroplanflg.org) on September 5, at 12:00 pm.

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Karen Moeller, Clerk of the Board/Admin. Assistant

Dated this 5<sup>th</sup> day of September, 2023.



# METROPLAN

GREATER † FLAGSTAFF

## STAFF REPORT

**REPORT DATE:** September 18, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Consider MetroPlan Subrecipient Policy and Risk Tool

### 1. RECOMMENDATION:

Staff recommends the Board adopt MetroPlan Subrecipient Policy and Risk Tool.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.2:** Expand match and revenue generating options.

### 3. BACKGROUND:

A subrecipient is an entity that receives a subaward from a passthrough entity to conduct part of a federal program. MetroPlan is a subrecipient of the Arizona Department of Transportation (ADOT) for multiple federal grant programs. Likewise, MetroPlan has subrecipients including Mountain Line for 5303e grants, the City of Flagstaff for STBG funds for the Downtown Mile, and through its previous mini grant program awards.

During the FY2022 Single Audit, there was a recommendation from auditors that MetroPlan create a Subrecipient Policy to evaluate the risk of entities and projects as subrecipients, setting forth standards for subrecipient compliance, and MetroPlan oversight. The auditor suggested the Policy be concise and included the following guidance:

- Detail out the subrecipient risk assessment process, monitoring processes, and processes for any follow-up monitoring.
- Risk Assessment Processes included an internally developed form/checklist that detailed the criteria each subrecipient was evaluated on to determine eligibility to receive funds from the entity. Common criteria items such as experience with federal funds, established policies for



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GREATER † FLAGSTAFF

conflict of interest, internal controls, whether they receive audits and if there were audit findings. Typically, subrecipients were then deemed either low risk or high risk. High risk required further evaluation.

Staff researched several subrecipient policies and risk tools and modified them to ADOT expectations for subrecipients. The draft policy and tools have been reviewed by MetroPlan legal and auditors.

#### 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no concerns.

#### 5. FISCAL IMPACT:

There is no direct financial impact from creating this policy. The award of subrecipient projects will be considered on a case-by-case basis.


#### 6. ALTERNATIVES:

1. **Recommended:** Adopt MetroPlan Subrecipient Policy and Risk Tool. This action is aligned with recommendations from the auditor, helps MetroPlan better evaluate entering into subrecipient relationships and establish clear parameters for doing so.
2. **Not Recommended:** Do not adopt MetroPlan Subrecipient Policy and Risk Tool. The Board could provide staff with additional direction on what they would like to see in a policy and risk assessment tool.

#### 7. ATTACHMENTS:

Draft Subrecipient Policy

Draft Subrecipient Risk Tool

 <b>METROPLAN</b> GREATER † FLAGSTAFF	Document: <b>Subrecipient Management Policy</b> Adopted: Effective:
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**Purpose:**

The purpose of this policy is to establish procedures for monitoring subrecipients to ensure that federal funds passed through comply with Code of Federal Regulations, Title 2, Chapter 2, Part 200. It is the intent of this policy to document procedures to ensure that grants awarded are consistent with Federal, State and local priorities and that payments made to subrecipients are for associated costs that are allowable and eligible for reimbursement. This manual also provides procedures that MetroPlan will follow to exercise oversight of the Subrecipients and the procedures that the Subrecipients will follow to ensure compliance with Federal and State laws and regulations.

**Section One: Risk Assessment**

**Purpose**

A risk assessment tool shall be developed to minimize Metroplan’s exposure to non-compliance with federal requirements for pass through funds. The tool will be applied to subrecipient organizations and to each individual project.

**Federal requirements**

Per 2 CFR 200.332(b), pass-through entities must evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward. Risk assessments consider the following factors:

- a. The subrecipient’s prior experience with the same or similar subawards.
- b. The results of previous audits, including whether the subrecipient receives a Single Audit, and the extent to which the same or similar subaward has been previously audited.
- c. Whether the subrecipient has new personnel or a new or substantially changed system.
- d. The extent and results of Federal awarding agency monitoring (e.g. if the subrecipient also receives Federal awards directly from a Federal awarding agency).

Per 2 CFR 200.205, MetroPlan may consider other risk factors.

## **Risk Assessment Tool**

The Risk Assessment Tool shall be adopted by the MetroPlan Board and will show the relevant metrics and scoring. A Risk Assessment will be completed for each subrecipient and each work element/ project. Completion of the Risk Assessment shall be completed by staff in collaboration with the subrecipient entity and final scoring shall be determined by MetroPlan staff. MetroPlan will then evaluate the results before proceeding with a subrecipient agency and for every unique project. If a subrecipient and/ or project is deemed to be high risk, justification for issuing an award shall be approved by the Board. The Board may choose to adjust eligibility criteria with sufficient justification in writing.

## **Section Two: Subrecipient Agreements**

### **Master Subrecipient Agreement**

To enter into a subrecipient relationship, a Master Subrecipient Agreement must be established between MetroPlan and the entity(s) receiving funding. A Master Subrecipient Agreement shall outline roles and responsibilities applicable to a variety of projects. Each workplan element shall be independently evaluated and added to the Master Subrecipient Agreement through an formal amendment to the agreement.

### **Schedules and Amendments**

A Schedule 2.0, a section of the Master Subrecipient Agreement, shall be developed for each workplan item for which funds shall be passed through. Amendments shall be considered if new relationships require the addition of new parties to oversee requirements of the workplan element. Amendments and Schedule 2.0 changes require approval of the Board.

### **Contents**

The Master Subrecipient Agreement and Schedule 2.0 shall cumulatively describe the scope of work and address and contain, at a minimum, all of the information listed below.

- a. The subrecipient's name;
- b. The subrecipient's Unique Entity ID (UEI) and Employer Identification Number (EIN);  
responsibility matrix for timed events
- c. The Federal Award Identification Number;
- d. The Federal award date;
- e. The subaward period of performance start and end date;
- f. The subaward budget period(s) start and end date;
- g. Amount of Federal funds obligated to the subrecipient by Metroplan through the issuance of the subaward;



- h. Total amount of Federal funds obligated to the subrecipient by MetroPlan including the current subaward;
- j. Federal award project description;
- k. Name of the Federal awarding agency (FHWA) and pass-through entity MetroPlan), and contact information for the awarding official;
- l. Catalogue of Federal Domestic Assistance (CFDA) number and name; the dollar amount made available under each Federal award and the CFDA number at the time of disbursement;
- m. Identification of whether the award is for Research & Development;
- n. Indirect cost rate for the Federal award (if applicable);
- o. All requirements imposed on the subrecipient by MetroPlan including but not limited to accounting and financial management, procurement, assets and travel requirements, Title VI and conflict of interests;
- p. Requirements imposed on the subrecipient in order for MetroPlan to meet its own responsibilities to the Federal awarding agency, including any required financial and performance reports;
- q. A requirement that the subrecipient permit MetroPlan's auditors to have access to the subrecipient's records and financial statements as necessary for MetroPlan to meet its audit requirements; and
- r. Appropriate terms and conditions concerning closeout of the sub-award.

### **Section Three: Post Award Tasks**

#### **MetroPlan Responsibilities**

##### **Tasks**

1. Encourage subrecipients to submit monthly invoices;
2. Verify that invoices include progress reports;
3. Review progress reports to ensure project is progressing appropriately and on schedule;
4. Review invoice to ensure supporting documentation is included and invoiced costs are within the scope of work for the project(s) being invoiced;
5. Obtain report, certification and supporting documentation of local (nonfederal)/ in-kind match work from the Subrecipient; and
6. Obtain a copy of annual audit and review for findings related to the subaward. MetroPlan will work with subrecipient to verify corrective actions are taken.

#### **Subrecipient Responsibilities**

##### **Tasks**

1. Share annual audits;
2. Provide project management and administration and designate a person as Subrecipient Project Manager who is primarily responsible for the execution of the grant;
3. Keep MetroPlan informed on the project progress and request prior approval of any changes when necessary;

4. Inform MetroPlan of any issues that arise with the projects, at the earliest possible time, to ensure that the projects are completed on schedule and within budget;
5. Submit accurate, timely and complete invoices. These invoices shall show the costs incurred, in detail;
6. Provide a report, certification and supporting documentation of local (nonfederal)/in-kind match;
7. Develop the scope of work for projects involving consultants, review any consultant's work products and providing progress reports, monitor the day-to-day activities of the consultant; and recommend approval of payment of invoices from the consultant, promptly;
8. Track, monitor and report on all of their MetroPlan projects, whether staff or consultant projects, through monthly progress report;
9. Provide estimates to complete projects and the estimated completion date; and
10. Subrecipients are also required to be cognizant of, and insure that their practices conform to, the administrative requirements referenced above in Section One when accepting Federal funds. The administrative requirements include: CFR 2, Title 2, Chapter 2, Part 200; Federal Transit Administration Circulars and the Federal Certifications and Assurances.

# Subrecipient Pre-Award Risk Assessment Tool

Risk Rating

Ineligible

Version 1 - August 2023

Complete this tool as part of the pre-award risk assessment process to determine the eligibility and compliance risk of potential subrecipients of federal funding. Those that are deemed **ineligible** based on the eligibility criteria below may not receive an award from MetroPlan Greater Flagstaff until eligibility has been restored. For subrecipients deemed **eligible**, the tool produces a recommended monitoring cadence based on the risk of noncompliance.

Please enter a value or select from the options in the dropdown list for each highlighted cell.

Entity Name	
Entity Type	
Grant Number	
Grant Title/Description	

Eligibility		
Question	Answer	Result
1. Has the organization been <b>suspended or debarred</b> by the Federal government?	No	Eligible
2. Is the organization currently delinquent in submission of the <b>Subrecipient Annual Report</b> for any of the past three years?	No	Eligible
3. Is the organization currently delinquent in submission of the <b>Single Audit Report</b> for any of the past three years?	No	Eligible
4. Does the organization have a <b>UEI</b> ?	No	Ineligible

Note: The Board may choose to adjust eligibility outcomes above with sufficient justification in writing.

Risk Assessment		
Program and Award	Answer	Points Awarded
5. Rate the size of the award.	Medium	10
6. Rate the complexity of the program.	Not Complex	0
7. Will the subrecipient purchase real property, equipment, or supplies for this program?	No	0
Subrecipient Experience		
Question	Answer	Points Awarded
8. Is the subrecipient receiving a federal award for the first time?	No	0
8a. Did the organization adhere to all terms and conditions of prior federal awards?	No	15
8b. How significant were the organization's violations of previous awards?	Minor	0
9. Does the subrecipient have experience administering similar programs?	No	5
9a. Does the subrecipient have experience administering or complying with ADOT programs?	No	5
10. Does the subrecipient have adequate and qualified staff to comply with the terms of the agreement and a documented training or hiring policy and process to assure qualification?	No	20
11. How much has the subrecipient's key staff changed in the past year?	Minor Changes	5
Single Audit Findings		
Question	Answer	Points Awarded
12. Has the organization had a single audit?	Yes	
12a. Did the subrecipient have one or more audit findings in any of their last three last single audits regarding program non-compliance?	No	0
12b. Did the organization have one or more audit findings in any of their last three single audits regarding significant internal control deficiency?	Yes	20
12c. Does the prime recipient believe that the corrective actions taken were sufficient?	No	30
Accounting	Answer	Points Awarded

13. Does the subrecipient have a financial management system in place that can track and record program expenditures?	Yes	0
13a. Is the financial management system able to identify the receipts and expenditures of program funds separately for each award?	Yes	0
13b. Does your entity have an indirect cost rate that is approved and current? If "Yes", enter approving agency and date of approval Agency: _____ Date: _____	Yes	
14. If staff will be required to track their time associated with the award, does the subrecipient have a system in place that will account for 100% of each employee's time?	Yes	0
15. Has your organization returned lapsed federal funds? Funds lapse when excessive time has passed and they are no longer available for obligation.	Yes	15
<b>Policies and Procedures*</b>	<b>Answer</b>	<b>Points Awarded</b>
16. Does the subrecipient have written procedures to implement federal payment requirements and determine cost allowability?	Yes	0
17. Does the subrecipient have a documented procurement policy that is compliant with state and federal regulations including processes to avoid purchase of unnecessary or duplicative items, guidance to use surplus Federal items when available, value engineering, and issue/conflict resolution?	Yes	0
18. Does the subrecipient have a conflict of interest policy and code of conduct with disciplinary action policy for non-governmental parent or subsidiary organization?	Yes	0
19. Does the subrecipient have a record retention procedure that complies with all applicable state and federal guidelines?	Yes	0
20. Does the subrecipient have standard operating procedures and/or administrative manuals that indicate strong internal controls?	Yes	0
21. Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications, including provisions for materials testing and project inspections?	Yes	0
22. Does your entity have a policy requiring compliance with the Uniform Act?	Yes	0
<b>Project-based Risk Assessment</b>	<b>Answer</b>	<b>Points Awarded</b>
23. Does your entity have direct experience with the project scope as described?	Yes	0
24. Do you have sufficient staff, including contingency plans, to complete the scope on schedule?	Yes	0
25. Do you anticipate the need to hire outside expertise to complete the scope?	Yes	10

<b>Risk Rating</b>	<b>Risk Score</b>
<b>Ineligible</b>	<b>125</b>

<b>Monitoring Requirements</b>
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Check-In Frequency	Additional Requirements
Missing Policies and Procedures	
Follow up with the subrecipient to ensure they implement the following written policies to comply with the terms of the federal award.	
Policy	Uniform Guidance Citation for Requirements
No missing policies and procedures.	

*Note: All additional requirements imposed by the pass-through entity, including reporting frequency, check-in frequency, and other requirements listed above, must be specified in the grant award document. These monitoring levels will remain in effect until the granting agency feels it may be modified.*

**Pre-award risk assessment completed by**

Assessor 1: Name, Date	Assessor 2: Name, Date	Assessor 3: Name, Date

**Justification for issuing award to high-risk subrecipient**

Organization Name	
Grant Number	
Grant Title/Description	

*Please provide a written justification for why it is in the State's best interest to award a grant to an organization that is considered high-risk.*





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## STAFF REPORT

**REPORT DATE:** August 31, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of Executive Board

**FROM:** David Wessel, Planning Manager

**SUBJECT:** Consider Northern Arizona University Subrecipient Agreement

### 1. RECOMMENDATION:

Staff recommends the Board delegate authority to Executive Director to enter into a Subrecipient Agreement with Northern Arizona University.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 2:** Deliver Plans that Meet Partner and Community Needs

**Objective 2.1:** Maintain trust through reliable and transparent project management.

**Objective 2.3:** Fill gaps in transportation data and make data accessible.

**Objective 2.4:** Position partners for successful implementation of plans.

### 3. BACKGROUND:

This subrecipient agreement seeks to strengthen the relationship between MetroPlan and NAU. It will better enable NAU to collaborate on a wide array of planning and related services to MetroPlan's work program. It will also better enable MetroPlan and its partners to benefit from the research, techniques and best practices available at NAU while providing work force development and mentorship to NAU students. Examples of skill sets of mutual benefit include transportation modeling, GIS spatial analysis, data analytics, benefit cost analysis and more.

Subrecipient agreements are characterized by:

1. Subrecipient determines who is eligible to receive what Federal financial assistance;
  - a. NAU will have authority to pass-through or contract out awarded funds
2. Subrecipient has its performance measured against whether the objective of the Federal program is met;



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- a. As opposed to strictly based on deliverables
3. Subrecipient has responsibility for programmatic decision making;
  - a. NAU will have more authority to determine how it delivers the agreed to program
4. Subrecipient has responsibility for adherence to applicable Federal program compliance requirements;  
NAU will be responsible for compliance and MetroPlan will need to hold them accountable; and
5. Subrecipient uses Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.
  - a. The two agencies have similar interests that align with the federal funding programs involved and have a relationship built on trust. In the case of MetroPlan and NAU these include:
    - i. Safe and efficient transportation;
    - ii. Advancing research in transportation;
    - iii. Workforce development in community planning and transportation planning and engineering and supporting disciplines;
    - iv. Long-standing relationships through service on boards and committees;
    - v. Cooperation through the Montoya Fellowship;
    - vi. A history of successful transportation plans, projects, and research.

The agreement is a “master” agreement supplemented by schedules or what are effectively task orders. The main body lays out terms including federal compliance expectations. The schedules lay out the scope of work and budget for subsequent tasks. The first task order is for technical assistant with the W. Route 66 Operational Analysis.

Staff have completed a risk assessment for both NAU and the first proposed task. NAU could be determined ineligible due to a late submission of the State audit. However, the policy allows the Board to waive that requirement with justification. Staff recommend it be waived being that the State is large entity, and the delayed audit is not a result of NAU. NAU manages many grants and federal funds. If this item is waived, NAU would be seen as low risk. Therefore, the risk of subaward is deemed to be reasonable. Staff believe NAU is well suited to bring expertise to the West 66 Operational Analysis that MetroPlan staff do not have.

Any future projects would require a new schedule and therefore amendment to IGA and will be brought to the Board for consideration.

#### **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

This item was not presented to the TAC. The Management Committee was supportive of reasoning to allow NAU to be a subrecipient.





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## 5. FISCAL IMPACT:

In the schedule, MetroPlan proposes to sub award \$85,000 in 5305(d) plus the in-kind match. This is within the budget allocated to deliver the West 66 Operational Analysis. Any future subawards would be brought to the Board for consideration.

## 6. ALTERNATIVES:

**Recommended:** The Board delegate authority to Executive Director to enter into a Subrecipient Agreement with Northern Arizona University. NAU manages many grants and federal funds and is a low risk subrecipient. The relationship allows MetroPlan and NAU to be nimble in collaboration for a wide variety of work program needs.

**Not Recommended:** Do not give authority to Executive Director to enter into a Subrecipient Agreement with Northern Arizona University. The Board could direct staff to consider additional items or wait for a final agreement to review.

## 7. ATTACHMENTS:

NAU Subrecipient Risk Assessment

Draft NAU Subrecipient Agreement

# Subrecipient Pre-Award Risk Assessment Tool

Risk Rating

Ineligible

Version 1 - August 2023

Complete this tool as part of the pre-award risk assessment process to determine the eligibility and compliance risk of potential subrecipients of federal funding. Those that are deemed **ineligible** based on the eligibility criteria below may not receive an award from MetroPlan Greater Flagstaff until eligibility has been restored. For subrecipients deemed **eligible**, the tool produces a recommended monitoring cadence based on the risk of noncompliance.

Please enter a value or select from the options in the dropdown list for each highlighted cell.

Entity Name	Arizona Board of Regents for and on behalf of Northern Arizona University
Entity Type	Public Agency
Grant Number	
Grant Title/Description	Master Agreement

Eligibility		
Question	Answer	Result
1. Has the organization been <b>suspended or debarred</b> by the Federal government?	No	Eligible
2. Is the organization currently delinquent in submission of the <b>Subrecipient Annual Report</b> for any of the past three years?	No	Eligible
3. Is the organization currently delinquent in submission of the <b>Single Audit Report</b> for any of the past three years?	Yes	Ineligible
4. Does the organization have a <b>UEI</b> ?	Yes	Eligible

Note: See memo to file re: single audit status and adjustment.

Risk Assessment		
Program and Award	Answer	Points Awarded
5. Rate the size of the award.	Medium	10
6. Rate the complexity of the program.	Moderately Complex	20
7. Will the subrecipient purchase real property, equipment, or supplies for this program?	Yes	10
Subrecipient Experience		
Question	Answer	Points Awarded
8. Is the subrecipient receiving a federal award for the first time?	No	0
8a. Did the organization adhere to all terms and conditions of prior federal awards?	Yes	0
9. Does the subrecipient have experience administering similar programs?	Yes	0
9a. Does the subrecipient have experience administering or complying with ADOT programs?	Yes	0
10. Does the subrecipient have adequate and qualified staff to comply with the terms of the agreement and a documented training or hiring policy and process to assure qualification?	Yes	0
11. How much has the subrecipient's key staff changed in the past year?	No Changes	0
Single Audit Findings		
Question	Answer	Points Awarded
12. Has the organization had a single audit?	Yes	
12a. Did the subrecipient have one or more audit findings in any of their last three last single audits regarding program non-compliance?	No	0
12b. Did the organization have one or more audit findings in any of their last three single audits regarding significant internal control deficiency?	No	0
Accounting	Answer	Points Awarded

13.	Does the subrecipient have a financial management system in place that can track and record program expenditures?	Yes	0
13a.	Is the financial management system able to identify the receipts and expenditures of program funds separately for each award?	Yes	0
13b.	Does your entity have an indirect cost rate that is approved and current? If "Yes", enter approving agency and date of approval Agency: DHHS Date: June 29, 2023	Yes	
14.	If staff will be required to track their time associated with the award, does the subrecipient have a system in place that will account for 100% of each employee's time?	Yes	0
15.	Has your organization returned lapsed federal funds? Funds lapse when excessive time has passed and they are no longer available for obligation.	No	0
<b>Policies and Procedures*</b>		<b>Answer</b>	<b>Points Awarded</b>
16.	Does the subrecipient have written procedures to implement federal payment requirements and determine cost allowability?	Yes	0
17.	Does the subrecipient have a documented procurement policy that is compliant with state and federal regulations including processes to avoid purchase of unnecessary or duplicative items, guidance to use surplus Federal items when available, value engineering, and issue/conflict resolution?	Yes	0
18.	Does the subrecipient have a conflict of interest policy and code of conduct with disciplinary action policy for non-governmental parent or subsidiary organization?	Yes	0
19.	Does the subrecipient have a record retention procedure that complies with all applicable state and federal guidelines?	Yes	0
20.	Does the subrecipient have standard operating procedures and/or administrative manuals that indicate strong internal controls?	Yes	0
21.	Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications, including provisions for materials testing and project inspections?	Yes	0
22.	Does your entity have a policy requiring compliance with the Uniform Act?	Yes	0
<b>Project-based Risk Assessment</b>		<b>Answer</b>	<b>Points Awarded</b>
23.	Does your entity have direct experience with the project scope as described?	Yes	0
24.	Do you have sufficient staff, including contingency plans, to complete the scope on schedule?	Yes	0
25.	Do you anticipate the need to hire outside expertise to complete the scope?	No	0

<b>Risk Rating</b>	<b>Risk Score</b>
<b>Ineligible</b>	<b>40</b>

<b>Monitoring Requirements</b>
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Check-In Frequency	Additional Requirements
Missing Policies and Procedures	
Follow up with the subrecipient to ensure they implement the following written policies to comply with the terms of the federal award.	
Policy	Uniform Guidance Citation for Requirements
No missing policies and procedures.	

*Note: All additional requirements imposed by the pass-through entity, including reporting frequency, check-in frequency, and other requirements listed above, must be specified in the grant award document. These monitoring levels will remain in effect until the granting agency feels it may be modified.*

**Pre-award risk assessment completed by**

Assessor 1: Name, Date	Assessor 2: Name, Date	Assessor 3: Name, Date

**Justification for issuing award to high-risk subrecipient**

<b>Organization Name</b>	Arizona Board of Regents for and on behalf of Northern Arizona University
<b>Grant Number</b>	
<b>Grant Title/Description</b>	Master Agreement

*Please provide a written justification for why it is in the State's best interest to award a grant to an organization that is considered high-risk.*



<b>Agreement Number</b>	XXX
<b>Program/Phase/Federal Aid</b>	STBGP PFM2203P FMPT022
<b>Unique Entity Identifier (UEI)</b>	XXX
<b>SAM.GOV CAGE Code</b>	XXX
<b>Description</b>	Subrecipient agreement for Project Funding

**MASTER SUBRECIPIENT AGREEMENT**  
 BETWEEN  
 FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION  
 AND  
 NORTHER ARIZONA GOVERNMENT

THIS AGREEMENT is entered into \_\_\_\_\_, between the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, a metropolitan planning organization authorized under Federal law and formed under Arizona law as a non-profit corporation, herein referred to as "METROPLAN;" and the NORTHERN ARIZONA UNIVERSITY, , herein referred to as "NAU" or "SUBRECIPIENT". METROPLAN and the NAU are collectively referred to as the "Parties", and individually as a "Party".

**RECITALS**

- 1) The Parties desire to ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the NAU and METROPLAN through the sharing of information.
- 2) MetroPlan its boundaries were designated pursuant to the requirements of Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450 et seq.).
- 3) MetroPlan 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 metropolitan 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. METROPLAN has received funds from ADOT as the cognizant agency/funder for METROPLAN, as a metropolitan planning organization, to implement projects.
- 5) METROPLAN desires to provide funding to NAU as a subrecipient for the purpose of performing the work identified in the Scope of this Agreement, and/or as identified for other specific projects. This Master Subrecipient Agreement shall apply to the overall relationship between METROPLAN and NAU with specific projects identified on an annual or more frequent basis through addenda to this Agreement. All such projects set out by addenda shall be referred to herein collectively as the "Projects".
- 6) The Catalog of Federal Domestic Assistance (CFDA) numbers are provided below for funds awarded to METROPLAN as a subrecipient under ADOT and for which METROPLAN may pass on all or part of those funds to NAU as a further subrecipient; this list is not all-inclusive and does not limit use of other funds under this Agreement.

<b>Catalog of Federal Domestic Assistance (CFDA)</b>			
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 Persons with Disabilities
20.509	FTA	5311	Formula Grants for Other Than Urbanized Areas

- 7) In accordance with 2 CFR 200.328, METROPLAN shall monitor all activities performed by its staff or by sub-recipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.
- 8) METROPLAN has primary responsibility for administering FHWA and FTA funds allocated to it as a metropolitan planning organization and ensuring that such funds are expended for eligible costs, purposes, 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 metropolitan planning organization boundaries.
- 9) NAU has qualified engineers, researchers, and other project personnel (“Qualified Personnel”) and engineering students (“Students”) who are familiar, are becoming familiar, or are in the need to become familiar with transportation planning, engineering and research and related community planning and processes.
- 10) NAU wishes to make its Qualified Personnel and Students available to MetroPlan for transportation planning, engineering and research and related community planning and processes.
- 11) The MetroPlan region can be used as a lab and training ground for the mutual benefit of all parties including providing Students the opportunity to access and gain practical work experience as a part of their learning experience.
- 12) MetroPlan recognizes the importance that University research and other services can offer to improve processes and approaches that save resources or improve the allocation of resources.

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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#### **INCORPORATION OF RECITALS**

All of the recitals set forth above are hereby incorporated into this Agreement and form part of the terms and obligations of this Agreement.

**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	CITY	METRO PLAN	TASK
3/31	X		Complete Annual Audit of prior year & Submit Report
4/1	X		Submit Annual Indirect Cost Plan
4/1	X		Complete LPA DBE System Reporting
Prior to 6/30	X	X	Execute Amendment to Extend Agreement
10/1	X		Complete LPA DBE System Reporting
7 Days	X		Confirm good faith by contractors or determine action required for LPA DBE system discrepancies
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
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter federally-funded contracts in the LPA DBE System.
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 days after the end of each month
30 Days		X	Issue payment or request for additional support within 30 days of receipt of invoice
30 Days	X		Comply with request for additional invoice support
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 days of subcontractor work completion
90 days of Expiration or Termination of Grant		X	Submit all financial, performance and related reports for the to ADOT
Within 90 days of Annual Notification	X		Sign, Affirm, and Return FTA Certifications and Assurances
Last Day of Each Month	X		Monitor and enforce that contractors enter and report subcontractor payments in the LPA DBE System
Monthly or Quarterly	X		Submit Invoice & Progress Report
Quarterly	X		Submit notice of no activity if applicable
Quarterly	X		Submit federal Disclosure of Lobbying Activity, Standard Form LLL if applicable



## **Section 1.0**      **SCOPE OF WORK**

### **(a) Transportation Planning, Research and Related Support**

NAU will:

- 1) Prepare and provide all necessary documents for the delivery of agreed upon Projects; review and approve documents required by METROPLAN and FHWA to qualify certain Projects for and to receive federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; demographic reports; cost estimation; benefit-cost analysis; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; review right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.
- 2) Administer the Projects, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the completion of the Projects. If the bid amounts exceed the cost estimate, obtain METROPLAN concurrence prior to awarding the contract. Once awarded, invoice METROPLAN for the difference between estimated and actual costs, if applicable. Comply with 2 CFR 200 and include Attachment A Federal terms and conditions in their procurement solicitation and contract.
- 3) Enter into an agreement with the planning design consultant for Projects.
- 4) Be responsible for the cost of any City requested changes to the scope of work of Projects in excess of available federal funds; such changes will require METROPLAN and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Projects' delay attributable to NAU if such claims exceed available federal funds.
- 5) Upon notification of Projects completion, agree to accept, maintain and assume full responsibility for Projects in writing.

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 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 CITY shall adhere to relevant requirements from the agreements between METROPLAN and ADOT, as modified from time-to-time, or provide METROPLAN with relevant information, data, or reports to aid in METROPLAN'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 NAU determines that it will not follow any requirements established by optional funding sources, METROPLAN shall request an amendment to this agreement 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 METROPLAN at the time of amendment request.

NAU shall commence, carry on, and complete the agreed upon Projects 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.

NAU shall submit to METROPLAN such data, reports, records, contracts, and other documents relating to CITY's performance as a SUBRECIPIENT, as METROPLAN, ADOT, the current Federal funding legislation, FHWA, and/or FTA may require.

### **(b) Requirements for Pass-Through**

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

## **Section 2.0**      **BUDGET**

METROPLAN will approve the transfer of Federal Highway Administration (FHWA) Surface Transportation Block Grant (STBG) funds to NAU for the Projects in each fiscal year of this agreement. The federal funds will be used for the planning and design of the Projects.

The initial budget for the initial fiscal year, FY 2024-2025, is attached hereto as Schedule 2.0 and incorporated herein by reference. Additions for additional fiscal years' budgets, and additional Projects within any one fiscal year, may be added to this agreement by mutual agreement through one or more amendments or addenda to update Schedule 2.0.

The Parties acknowledge that the final Projects' costs may exceed the initial estimate(s) shown in Schedule 2.0, and in such case, the NAU is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the available federal funds as set forth in Section 1.0. If the final bid amount is less than the initial estimate(s), the difference between the final bid amount and the initial estimate(s) will be de-obligated or otherwise released from the applicable Projects. NAU acknowledges it remains responsible for and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount in excess of available federal funds as set forth in Section 1.0.

NAU may not incur any costs for work outlined above or in any subsequent amendments prior to receiving written approval from METROPLAN. Any costs incurred prior to receiving written approval from METROPLAN for State funds shall not be eligible for reimbursement.

### **Section 3.0**      **RIGHTS OF REVIEW**

As required by 2 CFR 200.337, METROPLAN, 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: all technical reports, and all planning data prepared by the CITY under the terms of this agreement. If METROPLAN, ADOT, FHWA, and/or FTA finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), METROPLAN, 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 4.0**      **ACCOUNTING RECORDS**

#### **(a) Establishment and Maintenance of Accounting Records.**

NAU 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 this agreement. The financial management systems must comply with all the requirements of 2 CFR 200.302.

NAU shall establish separate Projects Accounts to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Budget. The Budget and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by METROPLAN, 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 Projects**

Pursuant to the requirements of 2 CFR 200.307, NAU shall record in the Projects Account all payments received by it from METROPLAN pursuant to this article and all other funds provided for, accruing to, or otherwise received from and through MetroPlan.

#### **(c) Costs Incurred for the Projects**

NAU shall charge to each Projects Account all eligible costs of this agreement. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN 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 200.476.

#### **(d) Documentation of Projects Costs**

All costs charged to the Projects including any approved services contributed by NAU 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. NAU is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Projects. NAU 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 NAU with respect to any item which is or will be chargeable against the Projects will be drawn only in accordance with a properly signed voucher then on file with NAU 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 this agreement 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 NAU desires to be reimbursed for indirect costs, NAU 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 NAU does not receive more than \$35 million in direct Federal funding, NAU 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.

## **Section 5.0**      **AUDIT**

The administration of resources awarded by METROPLAN to NAU may be subject to audits and/or monitoring by METROPLAN and 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 METROPLAN staff or designees, limited scope audits as defined by 2 CFR 200 et seq. and/or other procedures. By entering into this Agreement, NAU agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by METROPLAN. In the event METROPLAN determines that a limited scope audit of NAU is appropriate, NAU agrees to comply with any additional instructions provided by METROPLAN staff to NaU regarding such audit. NAU further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by ADOT, including 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 NAU to monitor their sub-recipients.

(b) Federally funded

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

1. In the event that NAU or their sub-recipient expends \$750,000 or more in Federal awards during the non-Federal entity's fiscal year, NAU 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, NAU 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, et seq. An audit of NAU 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, NAU shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.
3. If NAU 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 NAU 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 NAU resources obtained from other than Federal entities).
4. If NAU 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 the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

(c) Other audit requirements

NAU 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 METROPLAN. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to METROPLAN.

If NAU fails to take corrective action, METROPLAN will make a determination to:

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

If NAU 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 Closeout* of this Agreement. Access to records and audit work papers shall be given to METROPLAN, ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(d) Report submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., and required by this section titled AUDIT and/or the section titled REQUISITIONS AND PAYMENTS of this Agreement shall be submitted when required by 2 CFR 200 Subpart F, et seq., directly to each of the following:
  - a. [Karen.Moeller@metroplanflg.org](mailto:Karen.Moeller@metroplanflg.org)
  - b. The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512 et seq., at: <https://harvester.census.gov/facweb/>.

- c. Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F, et seq.
2. Copies of written communication between NAU 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 CITY directly to:
  - a. [Karen.Moeller@metroplanflg.org](mailto:Karen.Moeller@metroplanflg.org)
  - b. Any written communication required to be submitted to METROPLAN pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, et seq.
  - c. NAU, when submitting financial reporting packages to METROPLAN 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

NAU, 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 METROPLAN, ADOT, FHWA, and FTA or its designee, access to such records upon request. The CITY shall ensure that audit working papers are made available to METROPLAN, 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 METROPLAN.

## Section 6.0 REQUISITIONS AND PAYMENTS

### NAU obligations:

- (1) Invoices must be submitted no less than quarterly, by no later than the 20<sup>th</sup> day of the month. A payment must occur at a minimum each quarter. Support project-appropriate expenses and costs associated with receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E – Cost Principles, 2 CFR 200 et seq., as appropriate. All support documentation must be dated within the Project’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
- (2) Reimbursement requests must include a system-generated ledger report(s) that includes proof of payment (such as check number and date paid). Except for travel receipts and payments to contractors, detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to METROPLAN 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., as appropriate, and be accompanied by reporting of work accomplished by the CITY 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;

**Projects Summary.** A tabular summary must be submitted with the Progress Report that lists all projects 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 intended to demonstrate the progress of a project across all funding sources provided by METROPLAN.

- (4) If no costs were incurred in the quarter, submit a statement to the METROPLAN 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 CITY, 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 CITY’s financial management systems must comply with all the requirements of 2 CFR 200.302.

#### METROPLAN Obligations

Subject to other provisions hereof, METROPLAN will approve and honor such requisitions in amounts deemed proper in accordance with 2 CFR 200 et seq. to ensure the implementation of this agreement 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, METROPLAN will reimburse NAU for actual expenses incurred by NAU. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., and METROPLAN, as appropriate, and be accompanied by reporting of work accomplished by NAU as described in the narrative progress report.

METROPLAN will reimburse NAU no later than 30 days from receipt of the request for reimbursement from NAU. If METROPLAN believes NAU did not provide adequate supporting documentation for reimbursement claims, METROPLAN will request resubmission by NAU.

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

1. **Misrepresentation:** NAU made a misrepresentation of a material nature r in or with respect to any document or data furnished therewith or pursuant hereto
2. **Litigation:** There is then pending litigation with respect to the NAU’s performance of any of its duties or obligations which may jeopardize or adversely affect this Agreement, or payments to the NAU
3. **Conflict of Interests:** The CITY has violated any of the conflict of interest provisions of this Agreement.

#### (d) Disallowed Costs

In determining the amount of the payment, METROPLAN will exclude all costs incurred by NAU prior to the effective date of this Agreement and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN.

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

In addition, NAU agrees to promptly reimburse METROPLAN within 30 days for any and all amounts for which METROPLAN has made payment to NAU if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of NAU. 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, ADOT, or METROPLAN.

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

### (e) Availability of Funds

Every payment obligation of METROPLAN 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 METROPLAN at the end of the period for which the funds are available. No liability shall accrue to METROPLAN in the event this provision is exercised, and METROPLAN shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **Section 7.0 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, and thereby METROPLAN, 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.

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.

NAU certifies that all procurement related to 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 Unified Planning Work PPlan. When new procurements using funding under this Agreement are needed, email [MPDCONTRACTS@AZDOT.GOV](mailto: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, NAU 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](http://www.fhwa.dot.gov/programadmin/contracts/core02.cfm) and [www.fhwa.dot.gov/construction/cqit/form1273.cfm](http://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) Travel

All travel for NAU and its Vendors funded through this agreement must comply with the State policies for Travel. In the event NAU 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. NAU may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by NAU consistent with and in support of identified work tasks contained within this agreement. 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>. NAU 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.

(c) Permits

Proper permits must be obtained to conduct business or work in right of way when applicable.

**Section 8.0**      **CONTRACTS OF NAU**

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 NAU and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

**Section 9.0**      **PUBLICATIONS**

All reports and maps completed as a part of this Agreement, jointly written or produced by NAU, except copies of such documents made for the exclusive internal use of NAU, 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 10.0**      **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 Appendices A and E.

**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 this agreement.

*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 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:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, 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 11.0 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
✓	✓	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 <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a> 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 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 <a href="http://www.arizonalpa.dbesystem.com">www.arizonalpa.dbesystem.com</a>
✓	✓	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.
✓	✓	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.  |
| ✓ | ✓ | 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 | <p><i>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 USDOT assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department’s concurrence, deems appropriate, which may include, but is not limited to:</i></p> <ul style="list-style-type: none"> <li>· <i>Withholding payments;</i></li> <li>· <i>Assessing sanctions;</i></li> <li>· <i>Liquidated damages; and/or</i></li> <li>· <i>Disqualifying the contractor from future bidding on the grounds of being non-responsible.</i></li> </ul> |

- ✓ ✓ 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.*
- ✓ ✓ 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](http://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 12.0 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. NAU 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. NAU 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 13.0 PROHIBITED INTERESTS**

Neither NAU nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with any property included or planned to be included, in which a member, officer, or employee of the NAU 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 NAU, NAU may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by NAU or the locality relating to such contract, subcontract, or arrangement. NAU must disclose any such interest to METROPLAN within five business days of receipt of disclosure.

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

**"No member, officer, or employee of NAU 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 NAU 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, NAU shall disclose in writing any potential conflict of interest to METROPLAN, who shall inform ADOT, thereby the Federal awarding agency in accordance with applicable Federal awarding agency policy.

#### **Section 14.0 GRATUITIES**

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

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

#### **Section 15.0 BONUS OR COMMISSIONS**

By execution of this Agreement, NAU 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 16.0 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 NAU – Legal Counsel and for MetroPlan - 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 C.F.R. 18.43 (5) (b)).

#### **Section 17.0 SUSPENSION OR TERMINATION FOR CONVENIENCE**

METROPLAN reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of METROPLAN without penalty or recourse. Upon receipt of the written notice, NAU shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination and minimize all further costs to METROPLAN. In the event of termination under this paragraph, all documents, data and reports prepared by NAU under this Agreement shall become the property of and be delivered to METROPLAN upon request. NAU 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. NAU shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

METROPLAN shall reimburse NAU 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 METROPLAN. NAU shall not incur new obligations for the terminated portion after the effective date of termination.

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

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

This Agreement may be terminated by either party provided that a termination shall not be effective until 30 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 18.0 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 19.0 INDEMNIFICATION**

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify, defend, and hold harmless METROPLAN, 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 20.0 INSURANCE REQUIREMENTS**

**INSURANCE REVIEW:**

SUBRECIPIENT must submit the following to MetroPlan.

**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 METROPLAN, 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 METROPLAN, 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 METROPLAN, 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 METROPLAN 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 METROPLAN 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 METROPLAN 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.

#### **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 METROPLAN. 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 21.0 COPYRIGHT AND PATENT**

Indemnification: To the extent permitted by A.R.S. § 41-621 and § 35-154, NAU shall indemnify and hold harmless METROPLAN and 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 METROPLAN or ADOT of materials furnished or work performed under this Agreement. METROPLAN or ADOT shall reasonably notify NAU 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 D, 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 22.0 ANTI-LOBBYING**

NAU 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 sub-recipients 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.

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

### **Section 23.0 ENERGY CONSERVATION**

NAU 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 24.0 ENVIRONMENTAL PROTECTION**

NAU 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 25.0 DRUG FREE WORKPLACE**

NAU 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 26.0**      **TRANSPARENCY ACT**

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

## **Section 27.0**      **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 SUB-RECIPIENTs attorney pertaining to the SUB-RECIPIENTs legal capacity. The SUB-RECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUB-RECIPIENT 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 SUB-RECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUB-RECIPIENT 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 each of the Projects. The type of project and SUB-RECIPIENT 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.

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

SUB-RECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUB-RECIPIENT 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 SUB-RECIPIENTS 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 SUB-RECIPIENT 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 28.0**      **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 of the Projects funded by FTA. Any requirements of the Stewardship Agreement with FHWA apply to each of the Projects 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 29.0 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.

NAU and METROPLAN 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. METROPLAN shall endeavor to ensure NAU is notified and made aware of such applicable laws and procedures.

This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.

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.

Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

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.

2. 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.
3. NAU 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”.
4. **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.
5. The **RESPONSIBILITY MATRIX FOR TIMED EVENTS** page(s) are herein incorporated as a part of this Agreement.
6. 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.

7. 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 as follows:

To NAU at:	To METROPLAN at:
City of Flagstaff Grants and Contracts Manager 211 West Aspen Avenue Flagstaff, Arizona 86001 (928) 213-2227	FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION 3773 N Kaspar Drive Flagstaff, AZ 86004 (928) 266-1293

**Section 30.0 AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY**

- 1) The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.

This Agreement shall become effective upon its execution by all Parties hereto and shall remain in force and effect through **June 30, 2026** unless amended, terminated, cancelled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended annually for up to a maximum of four years. METROPLAN 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.

- 2) This Agreement shall be modified or extended only through a written amendment within the scope of the Agreement. This includes addenda to specify additional projects or details that will become part of the collective Projects. Additionally, the authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.

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

---

**FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

**NORTHERN ARIZONA UNIVERSITY**

By

By

---

Date

Date

**ATTEST**

**FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

**NORTHERN ARIZONA UNIVERSITY – CITY CLERK**

By

By

---

Date

Date

**APPROVAL OF AGREEMENT**

I have reviewed the above referenced Agreement, BETWEEN NORTHERN ARIZONA UNIVERSITY and FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of NORTHERN ARIZONA UNIVERSITY to enter into this agreement.

DATED \_\_\_\_\_

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\_\_\_\_\_  
Attorney for FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION  
MANGUM, WALL, STOOPS & WARDEN, PLLC

**APPROVAL OF AGREEMENT**

I have reviewed the above referenced Agreement, BETWEEN NORTHERN ARIZONA UNIVERSITY and FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to NORTHERN ARIZONA UNIVERSITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION to enter into this agreement.

DATED \_\_\_\_\_

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\_\_\_\_\_  
Attorney for NORTHERN ARIZONA UNIVERSITY

## EXHIBIT A Billing Summary / Reimbursement Request

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

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: MPD#####; RTAP use "MPERTAP-###") (By = last 2 digits of the State Fiscal Year (July 1 - June 30))							
Agency Name						Contract Number (Only Use for Executed JPA, GRV, IGA, or ISA)									
Agency PM Name / Email (Specify if Unassigned / 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. Penalties, BCCO Sanctions, Disallowance)	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				Please Leave Blank				Please Leave Blank					
<small>Submitter Certification required pursuant to 2 CFR 200.413: 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).</small>															
I Confirm No Race Conscious DBE Goal was Assessed for the Project(s) and No AZ DBE Firms Participated.															
Submitter - Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed	Optional - 2nd Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed		
Please Leave Blank															
Please Leave Blank		Please Leave Blank				Please Leave Blank		Please Leave Blank		Please Leave Blank					
ADOT PROGRAM/PROJECT MANAGER REVIEW															
The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met.	Travel charges are in accordance with State/ADOT Policy				Status		Reason for Rejection				ADOT PM Signature Required				
	Progress toward Scope aligns with Awarded Requirements				Invoice Approved	Invoice Rejected									
Invoicing aligns with Progress and Awarded Budget / Pricing															
Support Documents align to Invoice and adequately supports costs															
Confirmed BCCO required DBE Forms are attached.															
FMS PROCESSING															
Status	Warrant / Check / ACK Payment No and Date				Date	A/P or C/A Processed By					Pink with Red Text = Entry/Correction Required				
Not FTA Funded - Please leave section below blank															
Please Leave Blank		Please Leave Blank				Please Leave Blank		Please Leave Blank		White Label = Field Data Provided in ADOT Documentation					
Please Leave Blank		Please Leave Blank				Please Leave Blank		Please Leave Blank		White Field = Entry in Field Permitted					
Please Leave Blank		Please Leave Blank				Please Leave Blank		Please Leave Blank		Pale Orange = Form Calculated Field					
Please Leave Blank		Please Leave Blank				Please Leave Blank		Please Leave Blank		Teal = Vendor/Customer Generated					
Please Leave Blank		Please Leave Blank				Please Leave Blank		Please Leave Blank		Grey = Disregard Field					

exh



**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.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
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.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity (of individual, last name, first name, MI):</b>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____			<b>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:</b>  <small>(Attach Continuation Sheet(s) SF-LLL-A, if necessary.)</small>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			<b>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 Fed. agency when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported in the Congress next session 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.</b>		
<b>Federal Use Only:</b>			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

Exhibit D  
**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 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 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.

(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.

(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.



## ARIZONA DEPARTMENT OF TRANSPORTATION POLICIES AND PROCEDURES

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

Effective: July 23, 2019  
Supersedes: MGT-16.01 (09/14/2016)  
Responsible Office: Director's Office (602) 712-7227

Review: July 23, 2021  
Transmittal: 2019 – July  
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.



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.

MGT-16.01

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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.

MGT-16.01

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultation

Effective: July 23, 2019

Review: July 23, 2021

Supersedes: MGT-16.01 (09/14/2016)

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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

MGT-16.01

MGT-16.01 Department-Wide Native Nation/Tribal Government Consultation

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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

## SCHEDULE 2.0

### Budget and Project(s) Scope

For the initial Project under this Agreement to be pursued during FY 2024-2025 and FY 2025-2026, which is referred to by the Parties as the “West Route 66 Operational Analysis”, the estimated Project costs are as follows:

#### Term

The work described herein is to be completed by December 31, 2024 unless an extension is mutually agreed to by both Parties.

#### Budget

MetroPlan Federal-aid funds	\$85,000
MetroPlan Local funds (Federally required local match)*	\$ 5,138

\* May be augmented with in-kind time contributions through either Party.

#### Scope of Work

##### 1. Microsimulation

1. Conduct two rounds of microsimulation for the W. Route 66 corridor. The corridor extends from Milton Road to the I-40 interchange.

1.1. Round 1 – three corridor solutions against three land use scenarios; total 9 model runs

1.2. Round 2 – two corridor solutions against two land use scenarios; total 4 model runs

1.2.1. Use the results from Round 1 to make adjustments to the networks to improve corridor performance

1.3. MetroPlan to supply land use scenario traffic volume results from its Regional Transportation Demand Model (TDM) for all model runs

1.3.1. NAU will be responsible for balancing traffic flows through intersections in the corridor as or if needed

#### Deliverables: Technical Memo Summarizing Findings

2. For each microsimulation run report out measures of effectiveness (MOE), including but not limited to:

2.1. Automobile directional travel time in the corridor

2.2. Transit directional travel time in the corridor

2.3. Vehicular Level of Service at intersections overall and for each turn movement

2.3.1. Report in tabular and graphical formats

2.4. Vehicular queue length at intersections

2.5. Non-motorized intersection level of service

2.6. Network delay

2.6.1. Signal/Stop control delay

2.7. Vehicle Miles of Travel

2.8. Vehicle Hours of Travel

#### Deliverables: Technical Memo Summarizing Findings

3. For each Round 2 microsimulation
  - 3.1. Warrant analysis for select unsignalized intersections
  - 3.2. Warrant analysis for select mid-block crossings
    - 3.2.1. Utilizing current and draft MUTCD guidance

Deliverables: Technical Memo Summarizing Findings

4. For the recommended network solution (one of the Round 2 microsimulation conditions)

Deliverables: Timing Plan that meets ADOT performance standards

6. Conclusions report: Produce a report regarding findings and conclusions.

Up to two (2) Presentations on process and findings to Metroplan's Project Advisory Group (PAG) and/or Executive Board

2. Safety Analysis
  1. Conflict points
    - 1.1. For each Round 2 microsimulation condition, determine the number of conflict points for:
      - 1.1.1. Vehicles
      - 1.1.2. Pedestrians
      - 1.1.3. Bicycles

Deliverables: Technical Memo Summarizing Findings

2. Crash Modification Factors (CMFs) and Safety Solution(s)
  - 2.1. For high crash locations identified by MetroPlan identify appropriate CMFs
  - 2.2. For the project location(s) recommended by MetroPlan for investment propose concept design solutions applying previously identified CMFs

Deliverables: Technical Memo Summarizing Findings

4. Conclusions report: Produce a report regarding findings and conclusions.

Up to two (2) Presentations on process and findings to Metroplan's Project Advisory Group (PAG) and/or Executive Board

3. Geographic Information Systems (GIS) Analysis and Data Visualization
  1. A limited amount of GIS work is anticipated for this Project and may include, but is not limited to:
    - 1.1. Network analysis associated with pedestrian and bicycle movements
    - 1.2. Bicycle Stress Level and Accessibility Analysis
    - 1.3. Data visualization
4. Presentations
  1. Present to the Project Advisory Group, Technical Advisory Committee, and Executive Board as needed.
    - 1.1. Not to exceed 5 times during the term of this schedule.



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## STAFF REPORT

**REPORT DATE:** September 27, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Consider Legislative Agenda

### 1. RECOMMENDATION:

Staff recommends the Board adopt proposed legislative priorities.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.3:** Coordinate partner's legislative priorities related to transportation.

### 3. BACKGROUND:

The MetroPlan Executive Board routinely adopts a legislative agenda to identify strategic objectives aimed at improving transportation in the region. The Board often conveys positions of support for federal and state legislation addressing funding, planning policy, and safety initiatives. Activities include issuing letters, adopting resolutions, coordinating with similar organizations, and direct communication with legislative delegates and leadership. Staff have solicited input from partners in the development of the proposed priorities below.

#### State Priorities:

- Educate on the need for AZ SMART Fund eligibility to be expanded to other eligible federal applicants including transit agencies, tribes, and metropolitan planning organizations. Increase funding levels in the program with particular focus on cities with a population of over 10,000.
- Educate on the benefits of the Greater Arizona Funding Initiative (RTAC Bill) collectively and for individual regional projects.
  - Mountain Line Maintenance Facility Improvements Match: \$2,044,750
  - Coconino County US89 Flood Mitigation: \$5,029,210
  - Lone Tree Improvements: \$15,360,803



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- Continue to seek long term funding solutions for insufficient state transportation revenues for all modes.
- Monitor and educate on the importance of regional projects on the state highway system in the ADOT budget including pedestrian and bike improvements on Milton and US180, dark skies lighting upgrades, the Bellemont Interchange, the reopening of the Parks and Christensen Rest Areas, and highway drainage improvements to mitigate post-wildfire flooding impacts on US89.

## Federal Priorities:

- Support the reauthorization and sustained funding levels in the Infrastructure Investment and Jobs Act, including need for additional appropriations to Federal Lands Access Program (FLAP) and Central Federal Lands (CFL).
- Expand eligibility of Carbon Reduction Program, and Transportation Alternatives Program to allow for internal staff delivery of projects in addition to allowing contracting.
- Support the award of funding for regional projects submitted for federal grants.
- Support the effort to modernize car safety ratings to consider vulnerable users.
- Support updates to the MUTCD (Manual on Uniform Traffic Control Devices) and federal standards to prioritize the goal to eliminate serious injuries and deaths, ensure safe systems approaches, and provide additional flexibility for local jurisdictions to advance safe, comfortable, multimodal systems.
- Support congressionally directed spending for regional transportation projects.

## **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

The TAC and Management Committee had no changes to suggested priorities.

## **5. FISCAL IMPACT:**

There is no direct fiscal impact from adopting a legislative agenda. However, a clear and coordinated legislative agenda can result in more funding to the region.

## **6. ALTERNATIVES:**

- 1) **Recommended:** Recommend the Board adopt proposed legislative priorities. Adopting legislative priorities keeps the agency clear and focused on legislative goals.
- 2) **Not Recommended:** Do not recommend the Board adopt proposed legislative priorities. This TAC could provide additional direction and input for legislative consideration.





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## 7. ATTACHMENTS:

None.



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## STAFF REPORT

**REPORT DATE:** September 27, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Consider Mission, Vision, and Values

### 1. RECOMMENDATION:

Staff recommends the Board consider adopting a new Mission, Vision and Values.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 3:** Build MetroPlan's Visibility in the Community

**Objective 3.3:** Promote the value MetroPlan brings to the community.

### 3. BACKGROUND:

In 2017, MetroPlan updated its Mission and Vision:

*Vision: To create the finest transportation system in the country.*

*Mission: Leverage corporation to maximize financial and pollical resources for a premier transportation system.*

MetroPlan kept the mission and vision through its transition to independence. MetroPlan's Strategic Plan tasks staff with building MetroPlan's identity and promoting the value MetroPlan brings to the community. However, staff received feedback that the mission and vision of the organization does not clearly communicate what MetroPlan does. At the May 2023 Advance, the Technical Advisory Committee (TAC), Management Committee, and Executive Board completed an exercise to drill down on the purpose of transportation system improvements using West Route 66 visioning as an example. The exercise asked members to identify why features were important for example, sidewalks being important for affordability, health, and social connection. After the Advance, staff used information received in this exercise to brainstorm new options for the mission and vision.



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## Vision

A vision should identify future aspirations. Two versions have been drafted.

### *Proposed:*

- 1. Our region joined together by a multimodal transportation system that prioritizes the wellbeing of people and the natural environment.*
- 2. Our vision is that the region will be joined together by an efficient, multimodal transportation system that prioritizes the wellbeing of people and the natural environment.*

People being connected was a key “why” we heard in the West 66 exercise. “Our region joined” seeks to emphasize that social purpose. Wellbeing of people includes physical safety, social connection, economic health, opportunity, and availability of options, while wellbeing of the environment captures carbon neutrality goals, wildlife safety and connectivity and designs that consider forest health, storm water, protection of open space and efficient use of land.

## Mission

A mission should clearly identify what the organization is specifically doing to achieve its vision. Also imperative is that a new mission is written in a way that members of the public can succinctly understand what MetroPlan does. This is the core purpose of updating the mission and vision. Staff had a wider variety of ideas for clearly explaining what MetroPlan’s role in the transportation system is and developed several options:

- 1. To inspire better multimodal transportation through collaborative priority setting, principled planning, mode choice programs, and the enthusiastic pursuit of funding.*
- 2. Advancing multimodal transportation through collaborative priority setting, planning, pursuit of funding and mode choice programs.*
- 3. The mission of MetroPlan is to facilitate multimodal transportation improvements for all transportation modes through collaborative priority setting, principled planning, mode choice programs, and the enthusiastic pursuit of funding.*

Key points staff felt were important to highlight were the collaborative nature of MetroPlan, MetroPlan’s key tasks of transportation planning, prioritizing projects for funding, actively pursuing funding, and filling a gap to implement demand management programs such as Safe Routes to School programs.

## Transportation Values

The idea of transportation values is new to MetroPlan. Adopting values can help MetroPlan get very clear about how to prioritize projects for funding and connects to the creation of a strategic grant seeking process. Common themes of the “why’s” of the West 66 Exercise were used to develop these.

- 1. Vision Zero Deaths and Serious Injuries*



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2. *Efficient and Effective Use of Funds*
3. *Environmental Stewardship*
4. *Health and Social Connection*
5. *Economic Vitality*
6. *Community Character and Beauty*
7. *Public Support*

#### 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC provided input on the mission and vision. They felt adding the word “multimodal” was important to highlight MetroPlan is about all modes and that environment should be clarified with the word “natural.” The TAC leaned towards the simplified version of the mission in number 2 and preferred “mode choice” over “transportation demand management.” Management Committee concurred transportation demand management should be replaced with “mode choice” or “active transportation.” These changes have been made in this report.

#### 5. FISCAL IMPACT:

There is no fiscal impact to updating the mission and vision.

#### 6. ALTERNATIVES:

**Recommended:** Staff recommend the Board consider adopting a new Mission, Vision and Values. No particular recommendation on which of the options is provided by staff and the Board may choose to make additional modifications to proposed versions. If none of the options provided meet desires of the Board, the Board can provide additional director to staff in the development of these items.

**Not Recommended:** None at this time based upon desires of the Board.

#### 7. ATTACHMENTS:

None.



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## STAFF REPORT

**REPORT DATE:** September 19, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Kate Morley, Executive Director

**SUBJECT:** FY23 Year End Financial Report

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.4:** Clean audits and reviews



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### **3. BACKGROUND:**

This report provides a year end close out for the FY2023 budget which was \$2,185,733. Actual FY2023 expenses were \$915,342. This is about 42% underbudget and due to projects, which were fully budgeted in FY2023 but will take several years to deliver. Revenues are similarly underbudget as we operate primarily on a reimbursement basis. Unspent funding can be used in future years as revenue is formula grant funds that will carry forward.

Looking more deeply into budget categories we see the following:

- Salary and Benefits: MetroPlan budgeted \$723,183 and spent \$574,512. This is primarily due to not hiring the Transportation Demand Management Planner and salaries savings from the Business Manager position which was vacant for five (5) months.
- Operations: MetroPlan budgeted \$88,252 and spent \$75,327. The savings are mainly due to moving into Mountain Line in December and saving six (6) months of rent. Mountain Line now provides rent at zero charge and the value is used as in-kind for grants.
- Travel: MetroPlan budgeted \$15,000 and expended \$5,667. This is largely due to turnover resulting in not attending many of the planned events. Staff anticipate travel expenses returning to normal in FY2024 years.
- Projects: MetroPlan budgeted \$1,359,298 for projects including \$200,000 for Stride Forward, \$490,000 for the Downtown Mile, \$200,000 for West Route 66 and smaller projects like data collection. The category also includes \$381,853 in planning contingency which allows the agency to be nimble in responding to needs. MetroPlan spent \$259,790 in FY2023. MetroPlan completed Stride Forward under budget. Other savings in this category are due to only expending \$57,687 on the Downtown Mile with the rest of the project carrying into FY2024, not hiring consultants for West Route 66, and not using contingency funds.

### **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

This item was not presented to the TAC. The Management Committee had no questions.

### **5. FISCAL IMPACT:**

MetroPlan has a sustainable 5-year budget.

### **6. ALTERNATIVES:**

None. This item is for information and discussion only.



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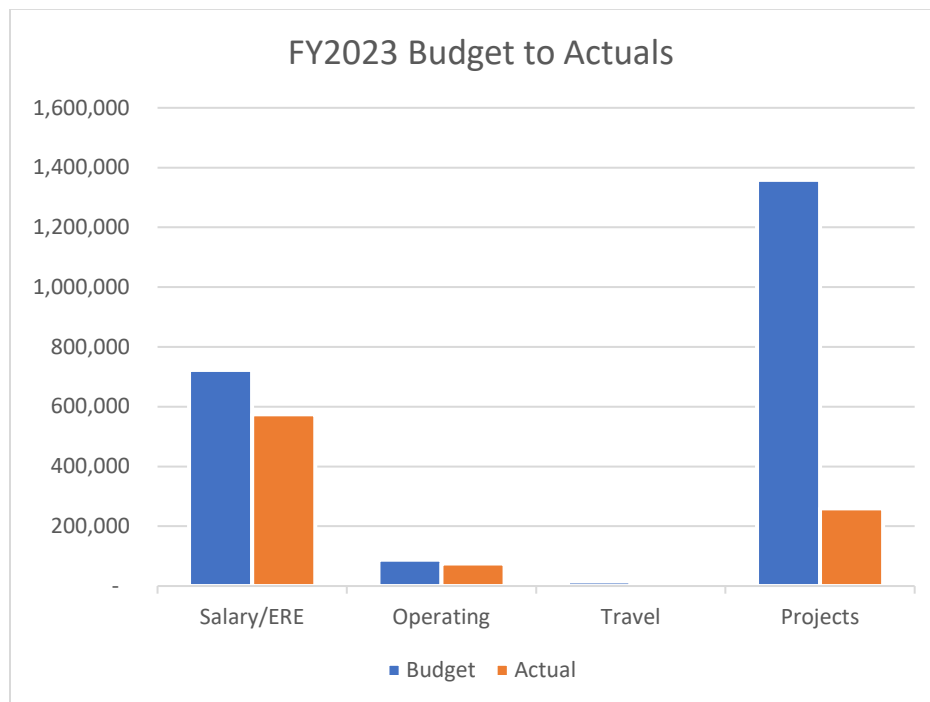
## 7. ATTACHMENTS:

FY2023 Year End Financial Report

## Financial Report

Quarter 4 FY2023

	<b>FY2023 AMENDED Budget</b>	<b>FY2023 Actual</b>
<b>Revenue</b>		
Formula Grants	1,915,506	781717
Competitive Grants	82,972	33962
Local Revenue	224,938	64776
<b>Total Revenue</b>	<b>2,223,415</b>	<b>880,455</b>
<b>Expenses</b>		
	<b>FY2023 AMENDED Budget</b>	<b>FY2023 Actual</b>
Salary/ERE	723,183	574512
Operating	88,252	75372
Travel	15,000	5667
Projects	1,359,298	259790
<b>Total Expenditures</b>	<b>2,185,733</b>	<b>915,341</b>



*“Leverage cooperation to maximize financial and political resources for a premier transportation system.”*





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## STAFF REPORT

**REPORT DATE:** September 27, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** David Wessel, Planning Manager and Sandra Tavel, Transportation Planner

**SUBJECT:** Strategic Grants Process

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.1:** Align capital and programmatic needs with priorities and fund sources.

### 3. BACKGROUND:

#### Strategic Grants Process

The Bipartisan Infrastructure Law and other federal action opportunities for grant funding have greatly increased. Consequently, grant application submittals by MetroPlan and its partners have increased in step. It is in our collective interest to coordinate these efforts to meet our highest needs, submit competitive applications, and, as possible, avoid competing against ourselves. MetroPlan seeks to shift from reactive to proactive grant seeking through the creation of a strategic grant seeking process.

Toward this objective, MetroPlan is launching a Strategic Grants Process. Sandra Tavel will be project manager. The effort has begun with stakeholder interviews that will continue through October which will help define what partners would like to see in a process. Likely components will include:

- Assemble database of all funded, unfunded, and planned projects across all partner agencies
- Develop rating criteria and apply to unfunded projects
- Screen projects against applicable grants
- Rank projects by grant



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- Develop decision-making process for MetroPlan role in grant submittal and preparation
- Update of the Transportation Improvement Program (TIP) process

The Transportation Improvement Program (TIP) is a five-year capital program showing intended financial obligation scheduled for roads of regional significance, transit service, and pedestrian and bicycle projects. MetroPlan will conduct a major TIP update for FY25-29 in line with its stated 2-year cycle as a part of the Strategic Grants Process. TIPs must be updated at least every four years.

The anticipated cycle for this update is:

2023

- September-October:
  - draft CIP projects from member agencies collected
  - public call for projects
- December: draft TIP

2024

- January: Public comment period
- February: TAC recommendation
- March: Board adoption

The Strategic Grants Process will guide TIP standard operating procedures. Several things indicate a need to rethink how the TIP is processed.

- ADOT eSTIP administration changes
- Processing unfunded/prospective grant projects
- Change in TAC meeting schedule
- 2-year major TIP update cycle sequence

Anticipated changes include:

- Identification numbers for each amendment or modification submitted, noting that each may include multiple projects
- Creating local project IDs
- Policy or practice for unfunded projects
- More formal analysis of TIP projects against
  - Fiscal constraint
  - Compliance with the regional transportation plan
  - Impacts on Title VI communities

The process will be proposed to the TAC and Board for adoption in early 2024, and then rolled out to members.



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## 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC thought it was important to heavily consider project readiness and existing plans in the process. The Management Committee had no comments.

## 5. FISCAL IMPACT:

There is no fiscal impact of developing a strategic grants process. However, a well-coordinated process can position the region to receive more grants.

## 6. ALTERNATIVES:

None. This item is for information and discussion only.

## 7. ATTACHMENTS:

None.



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## STAFF REPORT

**REPORT DATE:** September 28, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Update on Key Performance Indicators (KPIs)

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

This item reports on the progress of all strategic work plan items.

### 3. BACKGROUND:

At its June 1, 2023, Board meeting, the Board adopted a new Strategic Workplan. The Plan included newly formed key performance indicators (KPIs) to help measure progress on the goals and objectives that would be shared with the Board quarterly.

This report provides KPIs for the first quarter (*July – September*). While some KPIs don't have quantitative data in this first quarter, the long-term intention is to show progress over time in a visual format such as a chart or graph wherever possible. In addition to any feedback on progress, staff are also looking for input from the Board in how they would like to see KPIs so adjustments can be made.

#### **GOAL 1: MAXIMIZE FUNDING FOR TRANSPORTATION PROJECTS AND PROGRAMS**

**Objective 1.1:** Align capital and programmatic needs with priorities and fund sources.

**Objective 1.2:** Expand match and revenue-generating options.

**Objective 1.3:** Coordinate partners' legislative priorities related to transportation.

**Objective 1.4:** Ensure good standing with funders.

*Key Performance Indicators*

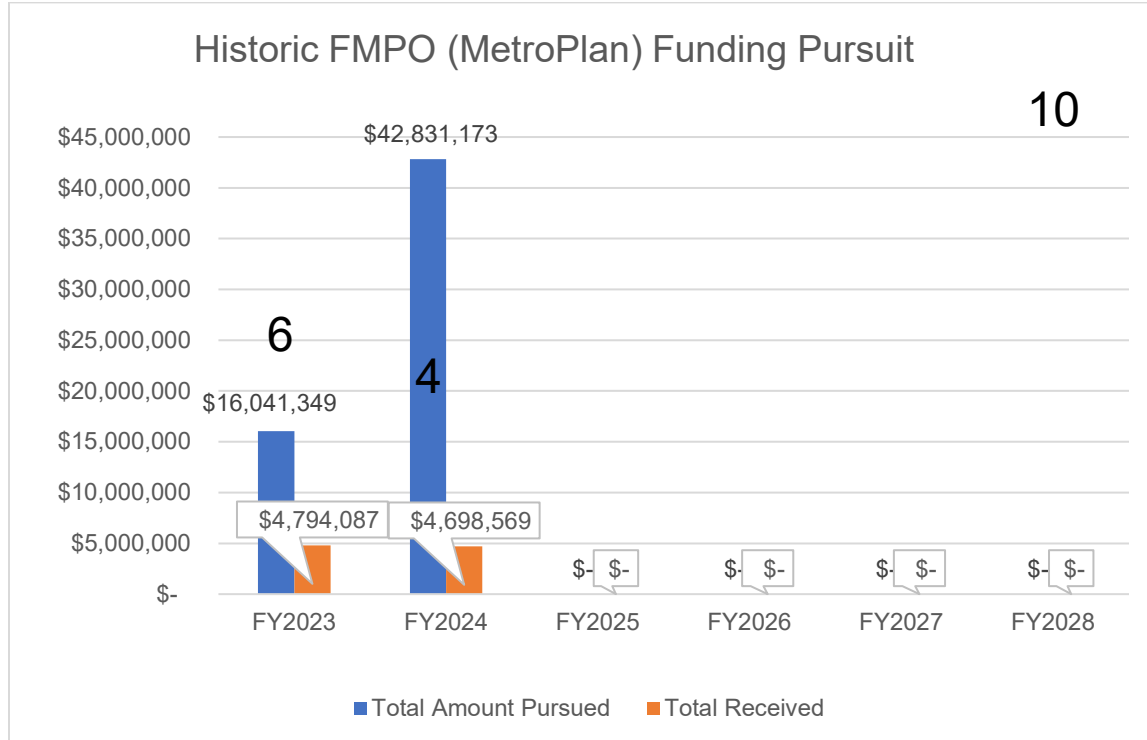


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The first two KPIs for this goal are shown in the chart below. The chart indicates funding opportunities MetroPlan put considerable time and effort only. A question for the Board is if they would like to see other opportunities in the region where MetroPlan only played a minor role.

1. *Number of funding opportunities sought*
2. *Amount of funding obtained*



**BOLD NUMBERS** indicate number of opportunities sought.

\*FY2023 represents 4<sup>th</sup> quarter only

3. *Develop annual legislative agenda and workplan*

The Board is considering a legislative agenda this month.

4. *Clean audits and reviews*

MetroPlan is beginning its FY2023 audit now by providing documents to its contractor. In addition, for the first time ever, MetroPlan is being audited by ADOT. MetroPlan has provided preliminary materials and is awaiting a scope of work from ADOT.

## **GOAL 2: DELIVER PLANS THAT MEET PARTNER AND COMMUNITY NEEDS**

**Objective 2.1:** Maintain trust through reliable and transparent project management.

**Objective 2.2:** Expand the inclusion of transportation-disadvantaged community members and organizations in planning processes from setting planning priorities to implementing outcomes.



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**Objective 2.3:** Fill gaps in transportation data and make data accessible.

**Objective 2.4:** Position partners for successful implementation of plans.

## *Key Performance Indicators*

1. *Involvement of stakeholders in scoping through final recommendations*

The West Route 66 stakeholders have approved the scope of work, workplan and designated Project Advisory Group Members.

2. *Participant demographics reflect community demographics*

There were no events this quarter.

3. *Number of new data sets collected and available on the website*

MetroPlan Conducted traffic counts including robust bike and ped counts

4. *Number of policy, projects, or other recommendations implemented*

There were none this quarter

## **GOAL 3: BUILD METROPLAN'S VISIBILITY IN THE COMMUNITY**

**Objective 3.1:** Educate, inspire, and empower individuals in the planning process through creative education opportunities, public events, and demonstrations.

**Objective 3.2:** Expand MetroPlan's visibility through branding and marketing - social media, print, and digital materials.

**Objective 3.3:** Promote the value MetroPlan brings to the community.

## *Key Performance Indicators*

1. *Number of public outreach events attended or organized*

2. *Number of people/organizations interacted with annually*

3. *Number of followers/ subscribers to social media and e-news sign-ups*

4. *Number of people reached through other media such as direct mailers, poster distribution*

The information below provides data related to the KPIs for Goal 3. Staff are interesting in hearing if this level of information is of use to the Board or if more simplified version of measures on just the four KPIs above are preferred.

## Public Outreach Methods:

For this quarter, outreach was limited because the majority of project outreach and community events were conducted in the spring of 2023.

- (2) e-newsletters were sent to 63 subscribers.
- (1) survey was launched and received 87 responses



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### MetroPlan Website:

The website houses project information, calls to action, and opportunities to provide feedback. The website is constantly updated with new information and the public is directed to the website from both outreach methods and social media.

- (430) unique visitors - A visitor is considered unique when they connect from a different browser or device.
- (761) site sessions - A unique visitor can have more than one site session.

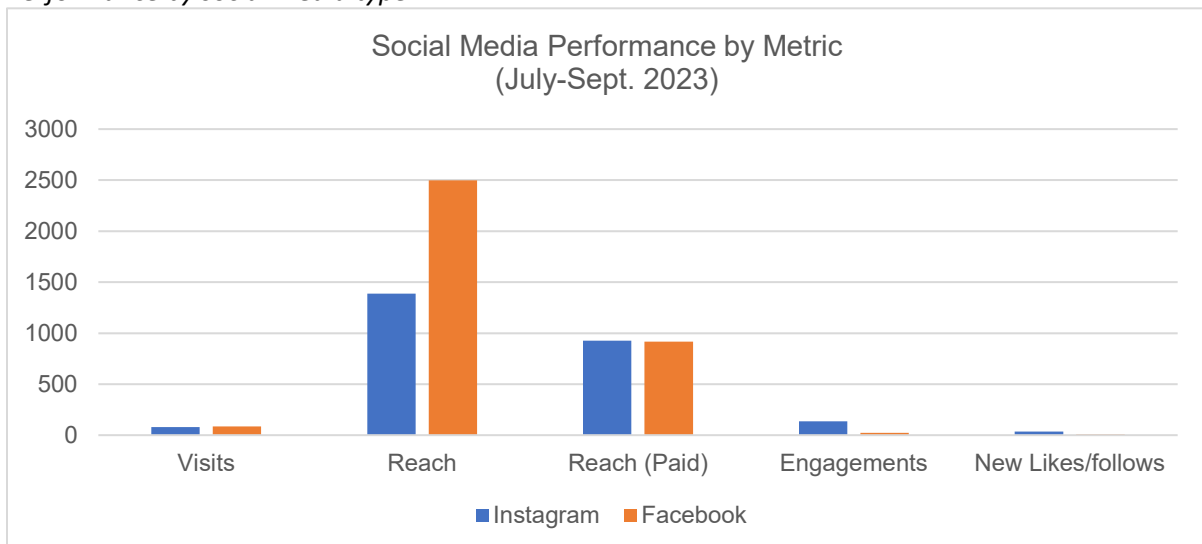
### Social Media:

Social media is ongoing and includes education, inspiration, opportunities for feedback, and project updates. This quarter was our first experience with “boosting” a post for an extra fee. This boost was part of the Public Participation Plan outreach.

### *Totals for both Instagram and Facebook:*

166	<b>Page Visits:</b> The number of times your page or profile was visited.
3,885	<b>Reach:</b> These metric counts reach from the organic or paid distribution of your content, including posts, stories, and ads.
1,842	<b>Reach:</b> (Paid Boosting Only)
160	<b>Engagements:</b> Any actions taken on your content, such as ‘likes’, ‘shares’, and ‘clicks’
44	<b>New Likes/Followers:</b> The number of new likes or followers on your page

### *Performance by social media type:*





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## **GOAL 4: IMPLEMENT PROGRAMS THAT ENCOURAGE MODE SHIFT**

**Objective 4.1:** Conduct community-oriented multimodal demonstration and pilot projects.

**Objective 4.2:** Implement programs at K-12 schools to reduce parent pick up and drop off.

**Objective 4.3:** Educate the public about economic, health, congestion, climate, equity and other benefits of multimodal transportation.

### *Key Performance Indicators*

1. *Increase the percentage of trips made by walking, cycling, micro-mobility and public transit*  
MetroPlan conducted traffic counts with robust bike data to help set baseline information.

2. *Reduction in K-12 school traffic*  
MetroPlan applied for a Transportation Alternatives program to support a Safe Routes to School program.

3. *Number of programs, pilots, and demonstrations conducted*  
MetroPlan has been working with FHWA to hire a TDM Planner to manage this program however was recently denied. An RFP to conduct the program has been developed.

## **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

This item was not presented to the TAC. The Managements Committee felt grants across the region should be reflected in the table under goal one.

## **5. FISCAL IMPACT:**

There is no fiscal impact to updating the mission and vision.

## **6. ALTERNATIVES:**

None. This item is for information and discussion only.

## **7. ATTACHMENTS:**

None.





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## STAFF REPORT

**REPORT DATE:** September 27, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Sandra Tavel, Transportation Planner

**SUBJECT:** Creative Local Match Option – Transportation Reinvestment Zone (TRZ)

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.2:** Expand match and revenue generating options.

### 3. BACKGROUND:

The advent of the [Bipartisan Infrastructure Law](#) created a need for the increased local match to draw down additional federal dollars under the new law. Many grants for transportation require a match between 5.7% and 20% depending on the funding source. The ability to draw down federal dollars is almost always contingent on providing matching funds. MetroPlan partnered with Mountain Line to write a 5305e grant in 2021 and was awarded Creative Local Match planning funds in April of 2022.

Deliverables of the Creative Local Match Plan include a toolkit and presentation of findings to MetroPlan Member Agencies and at the 2024 AZTA Conference. The project will be completed in April 2024.

Initial Creative Local Match listing of ten options was presented at TAC in June of 2023. Moving forward, one to two options will be discussed in more detail at each TAC meeting. Transportation Reinvestment Zone (TRZs) will be discussed in this meeting.

Transportation Reinvestment Zones (TRZs) are designated areas where a new transportation project is anticipated to drive economic development and an increase in property and sales tax revenue generated within the area is then used to pay off transportation infrastructure funded by a mechanism such as bond. TRZs allow local governments with taxing authority to set aside local funds generated by



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property and/or sales tax increments within the zone to fund transportation projects. The attached one-page summary provides additional information on TRZs.

#### **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

The TAC had several clarifying questions which have been updated in the attached one-page summary. The Management Committee had no comments.

#### **5. FISCAL IMPACT:**

The Creative Local Match plan is funded by a \$200,000 (80/20 split) Federal Transit Administration 5305e grant. The \$40,000 local match is provided by Mountain Line.

#### **6. ALTERNATIVES:**

None. This item is for information and discussion only.

#### **7. ATTACHMENTS:**

TRZ One-Page Summary

→Potential Funding Mechanism: Transportation Reinvestment Zone (TRZ)

**What is it?**

- A contiguous area around a transportation project designated by a local government as an impact zone
- An area where a portion of the annual increment in future local property and/or sales tax revenues resulting from the growth in the zone's tax base will be captured and used to support funding and financing of the project
- Economic development tool to fund a specific transportation project in a designated zone

**What does it do?**

- Leverages the increase in property and sales tax revenue from an area surrounding a specific transportation project to pay off transportation infrastructure Allows other dollars to be used as local match or on other aspects of the project
- Has a lifespan; ends when the financing for the transportation infrastructure is complete

**What is the difference between an TRZ and TIF (Tax Increment Financing)?**

- **TIF:** value capture revenue tool that uses taxes on future gains in real estate values to pay for new infrastructure improvements that are broader than transportation (utilities, landscaping, streetscaping)
- **TRZ:** is a TIF mechanism *limited to funding transportation projects*

→Legal Framework Considerations

- Is this legal in your State?
  - So far, Texas and Utah use TRZ heavily
  - Arizona does not use TIF
  - Assess current legislation
    - Confirm if part of local ordinance
      - If not, begin process to create legislation
- Local considerations:
  - Does local law provide limitations, or guidance, on the size of a zone for the purpose of collecting tax increment?
- Does RTP (Regional Transportation Plan) need to include a specific TRZ project?
  - Needs major project or vision; have to know what the project is, be able to articulate it and spur development
  - Project must be a *new* economic catalyst that spurs development
  - Example (If AZ used TIF): JW Powell: invest + spur development along the road. Tax revenue pays off whole or portion of the road.

→Barriers

- Enabling Legislation at the State: **AZ does not allow TIF via 1999 legislation**
  - Foundation of TRZ is a TIF mechanism
- Time
  - Process length from legislation changes to implementation

→Revenue

- Funds a transportation project overtime after redevelopment occurs.
- Sunsets when project is paid off

→Public Acceptance

- May be amenable since tax revenue is specific to the zone; TRZ members fund it, but the project benefits the wider community
- Doesn't increase tax; dedicates newly generated revenue to a specific project

→Pros/Cons

- **Pros**
  - Promotes economic development
  - Promotes collaboration among various stakeholders
  - Reframes taxation and fees; could catalyze a change in how economic development investments are made

## Creative Local Match Plan – 1 Pager | Transportation Reinvestment Zone

- Example: local government decides an under-served area is going to be developed & partially funded as a TRZ
  - Capacity to expand multi-modal choice to under-served areas
- It's finite – it's a mechanism to pay for a discrete project and stops once paid off
  - Once project is paid off; sales tax revenue goes to usual recipients such as fire and police.
- Once enabling legislation takes effect, TRZ funding could move more quickly than federal assistance monies
  
- **Cons**
  - A jurisdiction must a funding mechanism to fund the project upfront such as bond.
  - May face resistance from usual tax recipients who will not see the increase they usually would from new development. A messaging campaign to explain the tax revenue would not exist without the project could help combat such comments.

### →Implementation Steps:

- Define the transportation need and proposed improvement
- Define zone boundaries
- Establish terms for sharing sales tax revenue among members
- Establish a base year to calculate property tax revenue in the zone
- Establish terms for sharing property tax revenue within the zone
- Formal adoption of TRZ



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## STAFF REPORT

**REPORT DATE:** September 27, 2023

**MEETING DATE:** October 5, 2023

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Kate Morley, Executive Director

**SUBJECT:** MetroPlan Happenings

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 3:** Build MetroPlan's Visibility in the Community

**Objective 3.3:** Promote the value MetroPlan brings to the Community

### 3. BACKGROUND:

#### **Vulnerable Road Users Safety Action Plan**

MetroPlan has finalized the contract and reimbursement process with FHWA to meet the criteria of the Safe Streets and Roads for All (SS4A) grant. SS4A funds will support the development of a Vulnerable Roadway Users Safety Action Plan (VRU Plan) specific to people who walk, bike, and roll. This VRU Plan will use the current update to the Regional Transportation Safety Plan as the foundation while allowing MetroPlan staff to dig deeper into the crashes and solutions related to vulnerable road users.

MetroPlan will lead the VRU planning process. Mandia Gonzales has been assigned as the PM for this project. Initial stakeholder interviews are anticipated to start in October with the project kicking off expected early in the new year.



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## **National Week Without Driving (#weekwithoutdriving)**

Some committee members expressed interest in this campaign and challenge. Staff sent an invitation on September 19 to the Committee and Board members, along with supportive stakeholder groups, such as Flagstaff Biking Org., County Health and Human Services, the Coordinated Mobility Council, and more.

Please help the cause by encouraging friends, family, coworkers, and others to participate!

Individual sign-up is available at America Walks: <https://americawalks.org/campaigns/national-week-without-driving/>

*If you are a Board or Committee Member who is participating, please let Mandia know. MetroPlan would like to showcase your experience(s)/lessons learned on our social media. We can also work with your communications department as desired.*

## **Rural Transportation Summit**

Supervisor Vasquez will accompany Sandra Tavel and Kate Morley to the Rural Transportation Summit on October 18-19. The Summit is an excellent opportunity to discuss state transportation funding with state representatives and local officials. We will be highlighting the regional Greater Arizona Funding Initiative projects and helping educate elected officials on the need for increased funding levels. If you are interested in attending, you can find more information here: <https://www.azrts.org/>.

## **ADOT Audit of MetroPlan**

ADOT is conducting an audit of MetroPlan for compliance with federal programs. MetroPlan has never been audited by ADOT. Staff look forward to this opportunity to strengthen policies and procedures.

## **Grant Updates**

The City of Flagstaff applied for a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant to pay for improvements associated with Amtrak that are a part of the Downtown Mile. Unfortunately, the City was not awarded this grant. Staff expect to hear about the PROTECT grant and Safe Streets for All in October.

## **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

The TAC and Management Committee had no comments on this item.

## **5. FISCAL IMPACT:**

None.



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## 6. ALTERNATIVES:

None. This item is for information and discussion only.

## 7. ATTACHMENTS:

None.



# MetroPlan Funding Matrix

Confidence or Probability Level: High Medium Low

*This document will be updated regularly as new information becomes available.*

Annual Funding									
Source	Program	Abbreviation	Amount	Staff	Overhead	Planning / Data	Construction	Match	Eligible Activity
FHWA - ADOT	Metropolitan Planning	PL	\$110,000						Multimodal planning and programming
FHWA-ADOT	State Planning & Research	SPR	\$125,000						
FHWA-ADOT	Carbon Reduction Program	CRP	\$164,000						
FHWA - ADOT	Surface Transportation Block Grant	STBG	\$430,500						
FTA	Metropolitan & Statewide Planning	5305	\$36,000						
Local	General Funds	Local	\$27,500						

In-State Competitive Grants										
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning / Data	Construction	Match	Eligible Activity	NOFO* Est. date
FHWA-ADOT	<a href="#">Highway Safety Improvement Program</a>	HSIP	Non-Infrastructure (MIN.) \$100,000					90/10 Up to 100% if project qualifies	Highway safety improvement projects, which are defined very broadly, from rumble strips and widened shoulders to data collection and safety planning.  Safety Education Campaigns. Automated Enforcement Programs. Non-Fed. Share for TAP	Feb.
FHWA - ADOT	<a href="#">Transportation Alternative Program</a>	TAP	TBD					80/20	Recreational trails, bike/ped projects, micromobility, stormwater mitigation, vegetation mgmt., wildlife mgmt., SRTS, and other types of transportation alternatives	
FHWA-ADOT	<a href="#">Bridge Formula Program (includes off-system bridges)</a>	BFP	TBD						Replace, rehabilitate, preserve, protect and construct prides on public roads	June
FTA-ADOT	Metropolitan & Statewide Planning	5305	\$300,000							
ADOT	<a href="#">Federal Lands Access Program</a>	FLAP	\$250,000 - \$30,000,000						Roads, bridges, trails, transit systems and other facilities that improve multimodal transportation.	2025
AZ State Parks	<a href="#">Competitive OHV Grant</a>		\$10,000 - \$750,000					State funded - no match Fed. Funded - 5.7% match	Various grant types - wayfinding, law enforcement, emergency and mitigation, development and/or maintenance of trails.	June



## MetroPlan Funding Matrix

AZ State Parks	<a href="#">Heritage Fund – Non-Motorized Trails Grant</a>		\$5,000 - \$100,000				★	75/25	Trail projects, outdoor environmental education programs, local, regional, and state parks, as well as historic preservation projects.	July
AZ State Parks	<a href="#">Recreational Trails Program - Non-Motorized</a>	RTP	Up to \$150,000				★	94.3/5.7	Trail development, maintenance, pedestrian uses (hiking, running, ADA-accessibility improvements-trails, signs, education), bicycling, equestrian, off-road motorcycling, all-terrain vehicle riding,	
FRA/ADOT	<a href="#">Railway Highway Crossings Program</a>	RHCP	TBD				★	100%	Eliminate hazards at crossings, decrease fatalities, protective devices, signage	

In-State Partnership Opportunity										
				Eligible Uses					NOFO*	
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Eligible Activity	Est. date
ADOT	Surface Transportation Block Grant	STBG	Varies (Formula based)				★		Bridges, public roads, and transit capital projects.	Dec. 2022
ADOT	Carbon Reduction Program	CRP	Varies (Formula based)						Transportation projects or programs that reduce congestion and improve air quality. CMAQ funding can be used for both capital and operating expenses.	
ADOT	<a href="#">Safe Routes to School Program</a>	SRTS	Varies (Formula based)							
ADOT	<a href="#">National Electric Vehicle Infrastructure Formula Program</a>	NEVI	Varies (Formula based)					80/20	<i>NEVI Formula funds will not be made available to a State for obligation until the State has submitted to the Joint Office of Energy and Transportation, and FHWA has approved, the State's Electric Vehicle Infrastructure Deployment Plan.</i>	

National Competitive Grants										
				Eligible Uses					NOFO*	
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Eligible Activity	Est. date
USDOT	<a href="#">Rebuilding American Infrastructure Sustainably and Equitably</a>	RAISE	\$1,000,000 - \$25,000,000			★	★	Up to 100% federal share for "rural" projects	Local or regional projects that improve safety, environmental sustainability, quality of life, economic competitiveness, state of good repair, and community connectivity.	Jan. 2022
USDOT	<a href="#">Multimodal Projects Discretionary Fund: MEGA, INFRA, Rural Surface</a>	MPDG: INFRA, MEGA, Rural Surface				★	★		<i>A single application is eligible for INFRA, MEGA, and Rural Surface Transportation Grants.</i>	
USDOT	<a href="#">Infrastructure for Rebuilding America</a>	INFRA	\$5,000,000-\$25,000,000			★	★	60% grant cost share/80% Fed. Share (Max.)	Improve freight movements - safety, generate economic benefits, reduce congestion, enhance resiliency.	

## MetroPlan Funding Matrix

National Competitive Grants										
				Eligible Uses						NOFO*
USDOT	<a href="#">Mega Grant</a>	MEGA	No Min./Max.				★	60% grant cost share/80% Fed. Share (Max.)	Support large, complex projects that are difficult to fund by other means and likely to generate national or regional economic, mobility, or safety benefits.	
USDOT	<a href="#">Rural Surface Transportation Grant Program</a>		\$25,000,000 max (no min.)				★	60% grant cost share/80% Fed. Share (Max.)	Highway, bridge, or tunnel projects that meet HPP or STBG projects criteria.	
FHWA	<a href="#">Advanced Transportation and Congestion Management Technologies Deployment</a>	ATCMTD	\$5,000,000 - \$25,000,000			★	★		ATIS, ATMT, infrastructure maintenance and monitoring, APTS, TSP, advanced safety systems, ITS, elec. Pricing and payment systems, etc.	June
FRA	<a href="#">Consolidated Rail Infrastructure &amp; Safety Improvement Program</a>		TBD				★		Measures that prevent trespassing and injuries and fatalities associated with trespassing. Capital projects – such as track, station and equipment improvements, congestion mitigation, grade crossings, and track relocation, and deployment of railroad safety technology	Aug.
FTA	<a href="#">All Stations Accessibility Program</a>	ASAP	TBD						Planning related to pursuing public transportation accessibility projects, assessments of accessibility, or assessments of planned modifications to legacy stations or facilities for passenger use.	July
FHWA	<a href="#">Bridge Investment Program</a>		TBD						Replace, rehabilitate, preserve, protect bridges on the National Bridge Inventory. Modify for bike and peds.	
FHWA	Advanced Transportation Technologies & Innovative Mobility Deployment		TBD						Improve safety, mobility, efficiency, system performance, intermodal connectivity, and infrastructure return on investment	
FHWA	Highway Research & Development Program		TBD							
FRA	<a href="#">Railroad Crossing Elimination Program</a>		TBD						Funds highway-rail or pathway-rail grade crossing improvements that focus on safety and mobility of people and goods.	
USDOT	<a href="#">Strengthen Mobility and Revolutionizing Transportation</a>	SMART	TBD						ITS elements - smart grid, TSP, systems integration, connected vehicles, coordinated automation, etc.	Sep.

## MetroPlan Funding Matrix

National Competitive Grants										
				Eligible Uses					NOFO*	
FTA	<a href="#">Pilot Program for Transit Oriented Development (Planning)</a>		\$250,000 (min.)					80/20	Comprehensive planning, multimodal connectivity and accessibility, improve transit access for pedestrians and bicycle traffic, enable mixed-use development near transit	May
USDOT	Active Transportation Infrastructure Investment Program		TBD						Active transportation projects. This can include micromobility stations and vehicles as part of the active transportation network.	
USDOT	<a href="#">Safe Streets and Roads for All</a>	SS4A	Planning: \$200,000 - \$1,000,000 (\$5m - MPO)  Capital projects: \$5,000,000 - \$30,000,000 (\$50m- MPO)					80/20	1. Develop or update a Comprehensive Safety Action Plan. 2. Conduct planning, design, and development activities in support of an Action Plan. 3. Carry out projects and strategies identified in an Action Plan.	June
USDOT	<a href="#">Reconnecting Communities Pilot Program</a>		Planning: Up to \$2,000,000  Capital projects: Up to \$5,000,000					80/20 (P) 50/50 (C)	Remove, retrofit, or mitigate highways or other facilities that create barriers to community connectivity.  Planning: Traffic patterns, mobility needs, public engagement activities, other planning required in advance of capital project(s)	Summer 2022
FTA	<a href="#">Innovative Coordinated Access Grant</a>		No Min./Max.					80/20	Innovative capital projects for the transportation disadvantaged that improve the coordination of non-emergency medical transportation services.	Oct.
FTA	<a href="#">Mobility for All</a>		TBD					80/20	employing mobility management strategies, vehicle purchase, IT purchase, leasing equipment or a facility for use in public transportation etc.	Oct.
	Healthy Streets Program		TBD					80/20	supports expanding tree coverage, reductions in urban heat islands, and porous pavement installation in flood-prone areas	

Finance, Loans, Other										
				Eligible Uses					NOFO*	
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Eligible Activity	Est. date
USDOT	Transportation Infrastructure Finance and Innovation Act	TIFIA	Financing						Surface transportation projects - transit, electrification of buses, intermodal freight transfer facilities.	N/A

## MetroPlan Funding Matrix

Finance, Loans, Other											
				Eligible Uses						NOFO*	
ADOT	<a href="#">Emergency Relief Program</a>	ER								Natural or manmade disaster funds. Must be declared a disaster from the President of Governor. Funding can only be used to make repairs.	N/A

Non-Federal Grants										
				Eligible Uses						NOFO*
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Eligible Activity	Est. date
Private	<a href="#">AARP Livable Communities Grant</a>		Average grant amount \$11,500 - no ceiling.						Transportation and Mobility: Connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.	Jan.
Private/ CDC	<a href="#">America Walks Community Change Grants</a>		Varies						Programs and projects that advance walkability	
Private	<a href="#">American Trails - Trail Fund</a>		\$2,000 - \$15,000					20/80		Feb.
Private	<a href="#">Bloomberg Philanthropies</a>		Up to \$25,000						Asphalt Art Initiative Grant	April
Private	<a href="#">People for Bikes – Big Jump Grant</a>		Up to \$10,000					50%	Bike paths, lanes, trails and bridges. Bike racks, parking, repair stations, and storage	

\*NOFO release dates are estimates based on 2022 and older release dates. Release dates are subject to change.

Items "greyed" will be updated as new information becomes available. Any funding amounts shown may represent previous awards.

**RESOURCES:**

[https://www.whitehouse.gov/wp-content/uploads/2022/01/BUILDING-A-BETTER-AMERICA\\_FINAL.pdf](https://www.whitehouse.gov/wp-content/uploads/2022/01/BUILDING-A-BETTER-AMERICA_FINAL.pdf)

<https://www.whitehouse.gov/build/>

<https://t4america.org/ijja/?eType=EmailBlastContent&eId=e95adace-4f0e-4813-8cb9-a24b3c0ae2f7>

<https://www.transportation.gov/bipartisan-infrastructure-law/upcoming-notice-funding-opportunity-announcements-2022>



## Eligibility Table

Annual Funding									
Source	Program	Abbreviation	Amount	Eligible Applicants					
Source	Program	Abbreviation	Amount	MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
FHWA - ADOT	Metropolitan Planning	PL	\$110,000	✓					
FHWA - ADOT	State Planning & Research	SPR	\$125,000	✓					
FHWA - ADOT	Surface Transportation Block Grant	STBG	\$430,500	✓	✓	✓	✓	✓	✓
FTA	Metropolitan & Statewide Planning	5305	\$36,000	✓					
Local	General Funds	Local	\$27,500	✓					

In-State Competitive Grants									
Source	Program	Abbreviation	Range Amount	Eligible Applicants					
Source	Program	Abbreviation	Range Amount	MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
FHWA-ADOT	<a href="#">Highway Safety Improvement Program</a>	HSIP	\$5,000,000	✓	✓	✓		✓	✓
FHWA - ADOT	<a href="#">Transportation Alternative Program</a>	TAP	\$1,000,000		✓	✓	✓	✓	✓
FHWA-ADOT	<a href="#">Bridge Formula Program (includes off-system bridges)</a>	BFP	TBD		✓	✓			
FTA-ADOT	Metropolitan & Statewide Planning	5305	\$300,000	✓			✓		✓
FHWA - ADOT	<a href="#">Federal Lands Access Program</a>	FLAP	\$250,000 - \$30,000,000						
FHWA - AZ State Parks	<a href="#">Competitive OHV Grant</a>		\$10,000 - \$750,000	✓	✓	✓	✓	✓	✓
FHWA - AZ State Parks	<a href="#">Heritage Fund – Non-Motorized Trails Grant</a>		\$5,000 - \$100,000	✓	✓	✓		✓	
FHWA - AZ State Parks	<a href="#">Recreational Trails Program</a>	RTP	Up to \$150,000	✓	✓	✓		✓	
FRA/ADOT	<a href="#">Railway Highway Crossings Program</a>	RHCP	TBD	✓	✓	✓		✓	✓

In-State Partnership Opportunity									
Source	Program	Abbreviation	Range Amount	Eligible Applicants					
				MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
FHWA - ADOT	Surface Transportation Block Grant	STBG	Varies (Formula based)	✓	✓	✓	✓	✓	✓
FHWA - ADOT	Carbon Reduction Program		Varies (Formula based)	✓					
FHWA - ADOT	<a href="#">Safe Routes to School Program</a>	SRTS	Varies (Formula based)						
FHWA - ADOT	National Electric Vehicle Infrastructure Formula Program	NEVI	Varies (Formula based)						

National Competitive Grants									
Source	Program	Abbreviation	Range Amount	Eligible Applicants					
				MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
USDOT	<a href="#">Rebuilding American Infrastructure Sustainably and Equitably</a>	RAISE	\$1,000,000 - \$25,000,000	✓	✓	✓		✓	
USDOT	<a href="#">Multimodal Projects Discretionary Fund: MEGA, INFRA, Rural Surface</a>	MPDG: INFRA, MEGA, Rural Surface		<i>See information below</i>					
USDOT	<a href="#">Infrastructure for Rebuilding America</a>	INFRA	\$5,000,000-\$25,000,000		✓	✓	✓	✓	
USDOT	<a href="#">Mega Grant</a>	MEGA	No Min./Max.	✓	✓	✓	✓	✓	
USDOT	<a href="#">Rural Surface Transportation Grant Program</a>		\$25,000,000 max (no min.)	✓	✓	✓		✓	
FHWA	<a href="#">Advanced Transportation and Congestion Management Technologies Deployment</a>	ATCMTD	\$5,000,000 - \$25,000,000	✓	✓	✓	✓	✓	✓
FRA	<a href="#">Consolidated Rail Infrastructure &amp; Safety Improvement Program</a>		TBD	✓	✓	✓	✓	✓	

FTA	<a href="#">All Stations Accessibility Program</a>	ASAP	TBD	✓	✓	✓	✓	✓	
FHWA	<a href="#">Bridge Investment Program</a>		TBD		✓	✓	✓	✓	
FHWA	Advanced Transportation Technologies & Innovative Mobility Deployment		TBD						
FHWA	Highway Research & Development Program		TBD						
FRA	<a href="#">Railroad Crossing Elimination Program</a>		TBD	✓	✓	✓		✓	
USDOT	<a href="#">Strengthen Mobility and Revolutionizing Transportation</a>	SMART	TBD	✓	✓	✓	✓	✓	
FTA	<a href="#">Pilot Program for Transit Oriented Development</a>		TBD	✓	✓	✓	✓	✓	
USDOT	Active Transportation Infrastructure Investment Program		TBD	✓	✓	✓		✓	
USDOT	<a href="#">Safe Streets and Roads for All</a>	SS4A	Planning: \$200,000 - \$1,000,000 (\$5m - MPO)  Capital projects: \$5,000,000 - \$30,000,000 (\$50m- MPO)	✓	✓	✓	✓		
USDOT	<a href="#">Reconnecting Communities Pilot Program</a>		Planning: Up to \$2,000,000  Capital projects: Up to \$5,000,000	✓	✓	✓		✓	
FTA	<a href="#">Innovative Coordinated Access Grant</a>		No Min./Max.		✓	✓	✓		
FTA	<a href="#">Mobility for All</a>		TBD		✓	✓	✓		
USDOT	Healthy Streets Program		TBD						

Finance, Loans, Other									
				Eligible Applicants					
Source	Program	Abbreviation	Range Amount	MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
USDOT	Transportation Infrastructure Finance and Innovation Act	TIFIA	Finance		✓	✓			
ADOT	<a href="#">Emergency Relief Program</a>	ER			✓	✓			
Non-Federal Grants									
				Eligible Applicants					
Source	Program	Abbreviation	Range Amount	MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
Private	<a href="#">AARP Livable Communities Grant</a>		Average grant amount \$11,500 - no ceiling.	✓	✓	✓	✓		
Private/ CDC	<a href="#">America Walks Community Change Grants</a>		Varies						
Private	<a href="#">American Trails - Trail Fund</a>		\$2,000 - \$15,000	✓	✓	✓	✓		
Private	<a href="#">Bloomberg Philanthropies</a>		Up to \$25,000						
Private	<a href="#">People for Bikes – Big Jump Grant</a>		Up to \$10,000	✓	✓	✓	✓	✓	✓



# 1-3 Year Strategic Workplan

Adopted: June 1, 2023



## VISION:

To create the finest transportation system in the country.

## MISSION:

Leverage cooperation to maximize financial and political resources for a premier transportation system.

## GUIDING PRINCIPLES

### Focused

- Adopts clearly delineated objectives
- Provides ambitious and credible solutions
- Strategically plans for political and financial realities and possibilities

### Leverages Resources

- Strategically leverages project champions and other plans
- Writes and secures competitive grants

### Leads Regional Partners

- Provides targeted, effective and prolific communication to "speak with one voice"
- Advocates for implementation, coordination and commitment
- Provides collaborative leadership among and through its partners
- Accountable for leveraging plans that lead to successful construction and services

### Builds Trust and Credibility

- Exhibits integrity in its work products
- Exercises openness and transparency
- Delivers on its promises

### Plans for Resiliency

- Invests time and resources to expand mode choice

### Fair and Equal Representative

# 1

## Maximize Funding for Transportation Projects and Programs

### OBJECTIVES

*Objective 1.1:* Align capital and programmatic needs with priorities and fund sources.

*Objective 1.2:* Expand match and revenue generating options.

*Objective 1.3:* Coordinate partners' legislative priorities related to transportation.

*Objective 1.4:* Ensure good standing with funders.



### KEY PERFORMANCE INDICATORS

1. Number funding opportunities sought
2. Amount of funding obtained
3. Develop annual legislative agenda and workplan
4. Clean audits and reviews

# 2

## Deliver Plans that Meet Partner and Community Needs

### OBJECTIVES

*Objective 2.1:* Maintain trust through reliable and transparent project management.

*Objective 2.2:* Expand inclusion of transportation disadvantaged community members and organizations in planning processes from setting planning priorities to implementing outcomes.

*Objective 2.3:* Fill gaps in transportation data and make data accessible.

*Objective 2.4:* Position partners for successful implementation of plans.



### KEY PERFORMANCE INDICATORS

1. Involvement of stakeholders in scoping through final recommendations
2. Participant demographics reflect community demographics
3. Number of new data sets collected and available on the website
4. Number of policy, project or other recommendations implemented

# 3

## Build MetroPlan's Visibility in the Community

### OBJECTIVES

**Objective 3.1:** Educate, inspire, and empower individuals in the planning process through creative education opportunities, public events, and demonstrations.

**Objective 3.2:** Expand MetroPlan's visibility through branding and marketing - social media, print, and digital materials.

**Objective 3.3:** Promote the value MetroPlan brings to the community.



### KEY PERFORMANCE INDICATORS

1. Number of public outreach events attended or organized
2. Number of people/organizations interacted with annually
3. Number of follower/ subscribers to social media and e-news sign-ups
4. Number of people reached through other media such as direct mailers, poster

# 4

## Implement Programs that Encourage Mode Shift

### OBJECTIVES

**Objective 4.1:** Conduct community-oriented multimodal demonstration and pilot projects.

**Objective 4.2:** Implement programs at K-12 schools to reduce parent pick up and drop off.

**Objective 4.3:** Educate the public about economic, health, congestion, climate, equity and other benefits of multimodal transportation.



### KEY PERFORMANCE INDICATORS

1. Increase % of trips made by walking, cycling, micro-mobility and public transit
2. Reduction in K-12 school traffic
3. Number of programs, pilots and demonstrations conducted