

Teams Virtual Meeting

Join on your computer, mobile app or room device.

[Join the meeting now](#)

Meeting ID: 246 261 627 739

Passcode: qn7uh2iZ

In-Person Location

City Hall
City Council Chambers
211 W. Aspen
Flagstaff, AZ 86001

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. 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 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

- ☐ Miranda Sweet, Vice Mayor of Flagstaff, Chair
- ☐ Judy Begay, Chair Coconino County Board of Supervisors, Vice-Chair
- ☐ Austin Aslan, Flagstaff City Council
- ☐ Tony Williams, Mountain Line Board of Directors
- ☐ Becky Daggett, Mayor of Flagstaff
- ☐ Jamescita Peshlakai, Arizona State Transportation Board Member
- ☐ Jeronimo Vasquez, Coconino County Board of Supervisors
- ☐ Patrice Horstman, Coconino County Board of Supervisors (*alternate for Coconino County*)
- ☐ Anthony Garcia, Flagstaff City Council (*alternate for City of Flagstaff*)

METROPLAN STAFF

- ☐ Kate Morley, Executive Director
- ☐ David Wessel, Planning Manager
- ☐ Tami Suchowiejko, Business Manager
- ☐ Mandia Gonzales, Transportation Planner
- ☐ Sandra Tavel, Transportation Planner
- ☐ Kim Austin, Transportation Demand Manager
- ☐ Corey Cooper, Safe Routes to School Coordinator
- ☐ Melanie Nagel, Montoya Fellow

A. PRELIMINARY GENERAL BUSINESS

1. CALL TO ORDER

2. ROLL CALL

3. 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.

4. APPROVAL OF MINUTES

(Pages 5-9)

Executive Board regular Meeting Minutes of May 1, 2025

5. CONSENT AGENDA

Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board. These items are enacted by a single motion. If discussion is desired on a particular item, that item will be removed from the consent agenda and will be considered separately.

- 1. Adoption of the Unified Planning Work Program (UPWP)*
- 2. Adoption of the 2025 Title VI Plan*

B. GENERAL BUSINESS

1. LAND AVAILABILITY & SUSTAINABILITY STUDY (LASS CAP) PRESENTATION (Pages 107-111)

Guests: Elizabeth (Bizzy) Collins and Michelle McNulty

Recommendation: None. This item is for information and discussion only.

2. POSSIBLE ACTION REGARDING EXECUTIVE DIRECTOR'S CONTRACT (Pages 112-113)

MetroPlan Staff: Kate Morely

Recommendation: Chair Sweet recommends the Board approve the 2ND

Amendment to the Executive Director's Contract.

The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice or (A)(4) for contract negotiations.

3. CONSIDER ADOPTION OF THE FISCAL YEAR 2026 METROPLAN BUDGET (Pages 114-119)

MetroPlan Staff: Kate Morely

Recommendation: Staff recommend the Board adopt the FY2026 Budget as drafted.

4. CONSIDER NORTHERN ARIZONA UNIVERSITY SUBRECIPIENT AGREEMENT (Pages 120-167)

MetroPlan Staff: Dave Wessel

Recommendation: Staff recommends the Board delegate authority to the Executive Director to approve Schedule 1.1 to the Subrecipient Agreement with Northern Arizona University subject to a low risk assessment and the ability waive audit requirement if the reason is the state is delayed.

5. FY2026 GREATER ARIZONA FUNDING INITIATIVES - RURAL TRANSPORTATION ADVOCACY COUNCIL (RTAC) BILL REGIONAL PROJECTS DISCUSSION (Pages 168-174)

MetroPlan Staff: Kate Morley

Recommendation: None. For information and discussion only.

6. 2024 FLAGSTAFF TRIP DIARY SURVEY FINAL REPORT (Pages 175-178)

MetroPlan Staff: Dave Wessel

Recommendation: None. For information and discussion only.

7. TRANSPORTATION DEMAND MANAGEMENT (TDM) UPDATE (Pages 179-181)

MetroPlan Staff: Kim Austin

Recommendation: None. For information and discussion only.

8. METROPLAN HAPPENINGS (Pages 182-183)

MetroPlan Staff: Kate Morley

Recommendation: None. For information and discussion only.

C. CLOSING BUSINESS

1. 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.

2. NEXT SCHEDULED EXECUTIVE BOARD MEETING

September 4, 2025

3. 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 Mountain Line Front Office and MetroPlan website on 5/23/2025 at 5:00 pm.

Mandia Gonzales, Transportation Planner

Dated this Friday, May 23, 2025



MINUTES

Executive Board Meeting

1:00 – 3:00 PM

May 1, 2025

Teams Virtual Meeting

Join on your computer, mobile app or room device.

[Join the meeting now](#)

Meeting ID: 276 845 331 046

Passcode: 5K7Ue7Xt

In-Person Location

City Hall

City Council Chambers

211 W. Aspen

Flagstaff, AZ 86001

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. 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 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

- ☒ Miranda Sweet, Vice Mayor of Flagstaff, Chair
- ☒ Judy Begay, Chair Coconino County Board of Supervisors, Vice-Chair
- ☒ Austin Aslan, Flagstaff City Council
- ☐ Tony Williams, Mountain Line Board of Directors - *Excused*
- ☒ Becky Daggett, Mayor of Flagstaff
- ☒ Jamescita Peshlakai, Arizona State Transportation Board Member
- ☐ Jeronimo Vasquez, Coconino County Board of Supervisors - *Excused*
- ☐ Patrice Horstman, Coconino County Board of Supervisors (*alternate for Coconino County*)
- ☐ Anthony Garcia, Flagstaff City Council (*alternate for City of Flagstaff*)

METROPLAN STAFF

- ☒ Kate Morley, Executive Director
- ☒ David Wessel, Planning Manager
- ☒ Mandia Gonzales, Transportation Planner
- ☒ Sandra Tavel, Transportation Planner
- ☒ Kim Austin, Transportation Demand Manager
- ☒ Corey Cooper, Safe Routes to School Coordinator
- ☐ Aubree Flores, TDM Fellow
- ☐ Montoya Fellow (Vacant)

A. PRELIMINARY GENERAL BUSINESS

1. CALL TO ORDER

Chair Sweet called the meeting to order at 1:03 pm

2. ROLL CALL

See above

3. 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.

None received.

4. APPROVAL OF MINUTES

Executive Board regular Meeting Minutes of April 3, 2025

Motion: Member Daggett made a motion to approve the Executive Board Meeting Minutes from April 3, 2025. Member Peshlakai second the motion. The motion passed unanimously.

5. CONSENT AGENDA

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

None.

B. GENERAL BUSINESS

1. UPDATE ON MOUNTAIN LINE COMPENSATION STUDY

MetroPlan Staff: Sam Short, Mountain Line Workforce Director

Recommendation: None. For information and discussion only.

Brendon Morgan and Ehren Bingman of TransPro (Consulting firm) presented findings specific to MetroPlan staff compensation. Two positions are recommended for salary adjustments.

2. EXECUTIVE DIRECTOR'S ANNUAL REVIEW

MetroPlan Staff: Kate Morley, Executive Director and Codi Weaver, Mountain Line Human Resources Manager

Recommendation: Staff recommend the Board conduct and approve the Executive Director's Review, Contract and Annual Goals as per the existing contract requirements.

Motion: Member Daggett made a motion to go into an (A)(1) executive session Member Begay second the motion. The motion passed unanimously.

The executive session resumed the regular meeting at 2:07 pm.

The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice or (A)(4) for contract negotiations.

The Executive Director's contract will be negotiated and presented at the June Executive Board meeting.

Motion: Member Begay made a motion to approve the Executive Director's Review and Annual Goals. Member Daggett second the motion. The motion passed unanimously.

3. CONSIDER TRAVEL POLICY UPDATE EFFECTIVE JULY 1, 2025

MetroPlan Staff: Kate Morley

Recommendation: Staff recommends the Board approve the travel policy update effective July 1, 2025.

Motion: Member Daggett made a motion to approve the Travel Policy Update effective July 1, 2025. Member Aslan second the motion. The motion passed unanimously.

4. DRAFT FY2026 AND FY2027 UNIFIED PLANNING WORK PROGRAM (UPWP)

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for discussion only.

Director Morley provided a presentation and summary of the FY26-27 draft Unified Planning Work Program. The Unified Planning Work Program (UPWP) is a two-year program that provides details for how MetroPlan will spend its funding and meet its responsibilities. The UPWP identifies Metroplan's major activities and closely ties to the budget. The federal and state governments require the UPWP document as a core product of Metropolitan Planning Organizations and is a condition to receive federal funding. The document covers the period from July 1, 2025, to June 30, 2027, which is two fiscal years.

Summary of changes related to staffing and projects. Made recommendations for administrative amendments that can be done without Executive Board approval.

5. DRAFT FY2026 BUDGET

MetroPlan Staff: Kate Morley

Recommendation: None. For information and discussion only.

Director Morley provided a presentation and overview of the FY2026 draft budget for MetroPlan. Updates included revenues, expenses, and assumptions for the final development of the budget.

6. W. ROUTE 66 OPERATIONAL ASSESSMENT (OA) UPDATE

MetroPlan Staff: Mandia Gonzales

Recommendation: None. For information and discussion only.

Transportation Planner Gonzales provided a presentation and update on the West Route 66 Operational Assessment. Updates included a review of potential projects as identified by the Project Advisory Group (PAG), schedule updates, and discussions with the Technical Advisory Committee regarding roundabouts, development, and next steps.

7. ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) PLANNING TO PROGRAMMING (P2P) FY27-31 PRIORITY PROJECTS DISCUSSION

MetroPlan Staff: Sandra Tavel

Recommendation: None. For information and discussion only.

Transportation Planner Tavel provided a presentation on the outcomes of the Planning to Programming (P2P) project nominations as discussed at the MetroPlan Annual Strategic Advance in February. Tavel provided an update in the direction provided by the Technical Advisory Group, The TAC supports the priority project #1 nomination: US180 Corridor Improvements to be nominated for the ADOT P2P project.

8. FY2025 LEGISLATIVE UPDATE

MetroPlan Staff: Sandra Tavel

Recommendation: None. For information and discussion only.

Transportation Planner Tavel provided a state and federal legislative update. State legislative topics: recapitalize the SMART funds, RTAC bill, P2P process strategy, dark skies lighting, and LTAF funding reinstatement research.

Federal legislative topics: Discretionary grant awards, future grant narrative with a focus on economic development, and IJIA Reauthorization (continue funding levels).

9. FY2025 QUARTER 3 FINANCIAL REPORT

MetroPlan Staff: Kate Morley

Recommendation: None. For information and discussion only.

Director Morley provided a presentation on fiscal year quarter 3 financials for MetroPlan.

10. UPDATE ON KEY PERFORMANCE INDICATORS (KPIs)

MetroPlan Staff: Kate Morley

Recommendation: None. For information and discussion only.

11. METROPLAN HAPPENINGS

MetroPlan Staff: Kate Morley

Recommendation: None. For information and discussion only.

C. CLOSING BUSINESS

1. 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.

2. NEXT SCHEDULED EXECUTIVE BOARD MEETING

June 5, 2025

3. ADJOURN

Member Sweet adjourned the meeting at 2:59 pm



METROPLAN

GREATER FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Kate Morley, Executive Director

SUBJECT: Consider FY2026 and FY2027 Unified Planning Work Program (UPWP)

1. RECOMMENDATION:

Staff recommend the Board adopt the FY2026 and FY2027 Unified Planning Work Program (UPWP).

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:

The Unified Planning Work Program (UPWP) is a two-year program that provides details for how MetroPlan will spend its funding and meet its responsibilities. The UPWP identifies MetroPlan's major activities and closely ties to the budget. The federal and state governments require the UPWP document as a core product of Metropolitan Planning Organizations and is a condition to receive federal funding. This document covers the period from July 1, 2025, to June 30, 2027, which is two fiscal years. The draft, attached, is provided as a redline of the FY2024-FY2025 UPWP to make changes easy to identify.

A summary of major changes to the draft FY2026-FY2027 UPWP includes the following:

- Update Board, TAC, Management Committee, and Staff lists,
- Update budget tables and summaries,
- Remove Lone Tree Corridor, Downtown Mile, and Bus Rapid Transit because MetroPlan funding and time is no longer prioritized to these projects,
- Add new projects, including Vulnerable Roadway Users Study, Safe Streets Master Plan, Safe Routes to School programs and infrastructure, and 5305e transit plans: Transit Access Study, Operational Assessment, and AzTA Communications Plan,
- Research funding for NAU's CRANC Tool has been added,



METROPLAN

GREATER † FLAGSTAFF

- Identify Flagstaff Unified School District and Coconino National Forest as additional entities we coordinate closely with,
- Add new administrative activities, including conducting a single audit, oversight of subgrantees, and hosting Arizona Transportation Policy Summit,
- Add new data reporting related to key performance indicators, and
- Confirm there are no planned capital or environmental tasks at this time.

The document also contains two new items where the UPWP can be administratively amended without Board approval:

- Update a Board-approved budget,
- Update Board, TAC and Management membership or staffing roles

Update Since Previous Meeting

Based on feedback from ADOT that loan Carbon Reduction Program funds to future years, as our previous budgets had done in order to support ongoing data collection and modeling needs, the UPWP budget has been updated to obligate all CRP funds in this two-year work program. CRP Funds will be used to support data, modeling, public outreach, and special project consultation related to supporting mode shift.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC recommended the Board adopt the UPWP. This item was not presented to the Management Committee prior to the development of packets. Any notable comments will be shared with the Board at the meeting.

5. FISCAL IMPACT:

The UPWP is required to expend federal funds. The cost to create or amend the UPWP is nominal and consists of staff time.

6. ALTERNATIVES:

- 1) **Recommended:** Adopt the FY2026 and FY2027 Unified Planning Work Program (UPWP).
- 2) **Not recommended:** Do not adopt the FY2026 and FY2027 Unified Planning Work Program (UPWP).



METROPLAN

GREATER † FLAGSTAFF

7. ATTACHMENTS:

Draft FY25-FY26 UPWP Amendment Redlines



**FLAGSTAFF METROPOLITAN
PLANNING ORGANIZATION (METROPLAN)**
CITY OF FLAGSTAFF • COCONINO COUNTY • ADOT • MOUNTAIN LINE • ~~NAU~~
3773 N Kaspar Dr • Flagstaff, Arizona 86004
Phone: (928) 266-1293
www.metroplanflg.org

FISCAL YEAR 202~~6~~⁴ and 202~~5~~⁷ UNIFIED PLANNING WORK PROGRAM AND BUDGET ~~REVISION~~

Prepared by

Flagstaff Metropolitan Planning Organization (MetroPlan)
3773 Kaspar Dr.
Flagstaff, AZ 86004
www.metroplanflg.org

Executive Board Adoption

June ~~5~~¹, 202~~5~~³

June ~~6~~, 2024

~~Administrative Amendment~~

June ~~16~~, 2024

Funding Provided by:

**Federal Highway Administration / Federal Transit Administration
Arizona Department of Transportation
City of Flagstaff / Coconino County/ Mountain Line**

CFDA* – FHWA:
20.205 CFDA - FTA:
5310/5311/5316/5317 – 20.513
5303 – 20.505

Commented [KM1]: confirm

This Unified Work Program and Annual Budget was funded in part through grants[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Dept. of Transportation; the Arizona Department of Transportation and the FMPO Member Jurisdictions. The contents of this document reflect the policy position of the FMPO who are responsible for the facts and accuracy of the data presented herein.

Formatted: Centered

* Catalog of Federal Domestic Assistance (CFDA) Number – This is a database of all federal programs available through State and Local government. If necessary, ADOT can provide this number.

2 MetroPlan FY 202⁶⁴ and 202⁵⁷ Unified Planning Work

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (MetroPlan)

~~2023-2024~~2025 EXECUTIVE BOARD

~~Jeronimo-
VasquezMiranda
a Sweet~~ Chair
Council Member
City of Flagstaff

Austin Aslan
Council Member
City of Flagstaff

~~Miranda-SweetJudy
Begay~~ Vice-Chair
Supervisor
Coconino County

~~Judy-
BegayJeronimo
Vasquez~~ Supervisor
Coconino County

~~Jesse-
ThompsonJamescita
Peshlakai~~
State Transportation
Board

~~Jim-Mearthy-
Becky Daggett~~
Council Member
City of Flagstaff

Tony Williams
Mountain Line
Board of Directors

Formatted: Spanish (Mexico)

2023-2024 MANAGEMENT COMMITTEE

Greg Clifton
City of Flagstaff
Manager

Andy Bertelsen
Coconino County ~~Assistant~~
Manager

Heather Dalmolin
CEO and GM
Mountain Line

Josh Maher
Northern Arizona University
Vice President – Community
Relations

2023-2024 TECHNICAL ADVISORY COMMITTEE

Michelle McNulty
City of Flagstaff
Planning Director
Chair

Nate Reisner Coconino
County Assistant
Engineer Vice-chair

~~Estella-HollanderAnne
Dunno~~ Mountain Line
~~Planning-Capital
Projects~~ Manager

Brenden Foley
ADOT North Central
District Administrator

Jess McNeely, Coconino
County Community
Development Assistant
Director

Ruth Garcia, ADOT
Regional Planner

Jeff Bauman

City of Flagstaff,
Transportation Manager

Romare Truely
Federal Highway
Administration (FHWA)

Paul Mood, City of
Flagstaff Engineer

~~VACANT
Northern-Arizona-University~~

METROPLAN STAFF

Kate Morley
Interim Executive Director

David Wessel
Planning Manager

Sandra Tavel
Transportation Planner

Mandia Gonzales
Transportation Planner

Kim Austin
Transportation Planner

~~Karen Moeller~~ Corey Cooper
Safe Routes to School
Coordinator

Vacant
Business Manager

Vacant
Montova Fellow

~~Administrative Assistant~~
~~and Clerk of Board~~

FEDERAL CERTIFICATIONS
METROPOLITAN TRANSPORTATION PLANNING PROCESS
SELF-CERTIFICATION

This document was prepared in cooperation with the U.S. Department of Transportation, the Federal Highway Administration, and the Arizona Department of Transportation.

The Flagstaff Metropolitan Planning Organization (MetroPlan) and the Arizona Department of Transportation hereby certify that the transportation planning process addresses the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

1. 23 USC 134 and 135 , 49 USC 5303 and 5304 and 23 CFR Part 450;
2. 23 CFR Part 230, regarding the implementation of an equal opportunity program on Federal and Federal-aid highway construction contracts;
3. Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 USC 7504, 7506(c) and (d)) and 40 CFR Part 93;
4. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-1) and 49 CFR Part 21.
5. 49 USC 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
6. Section 1101(b) of the FAST Act (Publ. L. 114-94) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in U.S. DOT-funded projects;
7. The provisions of the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 USC 6101), prohibiting discrimination on the basis of age in programs or activities receiving financial assistance;
9. Section 324 of title 23 USC regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (20 USC 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities;
11. Anti-lobbying restrictions found in 49 USC Part 20. No appropriated funds may be expended by a recipient to influence or attempt to influence an officer or employee of any agency, or a member of Congress, in connection with the awarding of any federal contract.

Jeronimo VasquezMiranda Date
Sweet, Chair
Flagstaff Metropolitan
Planning Organization

Paul PataneMatt Moul, Director Date
Multimodal Planning Division
Arizona Department of Transportation

TABLE OF CONTENTS

I. Introduction to the Work Program.....	6
MPO Overview.....	6
WP Overview.....	7
II. Organization and Management.....	9
Staffing Roles and Responsibilities.....	9
Committee Structures.....	10
Operational Procedures and Bylaws.....	11
Agreements, Forms, Certifications, and Assurances.....	11
III. Funding Description and Budget Summary.....	13
Metropolitan Planning Funds (PL).....	13
Statewide Planning and Research Funds (SPR).....	13
Surface Transportation Program Funds (STP).....	13
Carbon Reduction Program (CRP).....	13
Federal Transit Administration (FTA).....	14
Consolidated Planning Grants (CPG).....	14
Highway Safety Improvement Program (HSIP).....	14
Matching Funds.....	14
In-kind Contributions.....	14
Carry-forward Funds.....	15
Budget Summary.....	15
IV. Work Program Element Sheets.....	18
Element 100 Administration.....	19
Element 200 Data Collection.....	21
Element 300 Transportation Improvement Program (TIP).....	22
Element 400 Regional Transportation Plan (RTP).....	23
Element 500 Special Project Planning.....	24
Element 600 Environmental.....	25
Element 700 Capital Expenditures.....	26
List of Appendices	
MPO Work Element Descriptions.....	27

Chapter I INTRODUCTION TO THE UNIFIED PLANNING WORK PROGRAM AND BUDGET (UPWP)

Executive Summary

The MetroPlan FY-2024~~6~~ program is ~~\$1,924,856-2,395,022~~ including ~~\$1,785,881-2,372,310~~ in federal funds and ~~\$138,976-160,959~~ in local funds. The MetroPlan FY 202~~5~~7 program is ~~\$1,462,923-\$1,749,939~~ including ~~\$1,337,212-1,720,410~~ in federal funds and ~~\$125,711-233,570~~ in local and match funds. The majority of local funds are from ~~exchanges of federal funds for local funds~~ in-kind contributions, member fees and the City of Flagstaff Transit tax. The major activities for FY 2024~~6~~ and 202~~5~~7 are:

- Adopt 2 Year UPWP for FY 24~~6~~ and 25~~7~~
- Maintain the MetroPlan website, build social media presence
- Review the effectiveness of the procedures and strategies contained in the Public Participation Plan and Title VI Plan and update accordingly
- Review the UPWP processes and documents and update as needed to improve communications and documentation
- Review the TIP processes and documents and update as needed to improve communications and documentation
- Regional Model Update
- Grant-writing: Staff time
 - Special State Appropriations
 - 5307 and 5339 Transit ~~Access by Bicycle and Pedestrian Funding grants~~
 - Surface Transportation Reauthorization
 - IIJA Grants including but not limited to: Safe Streets for All, PROTECT, RAISE and INFRA Grants or as renamed under new authorization.
 - AZ SMART Fund Activities
 - Other competitive applications supporting regional needs
- Transportation Plans: Staff time
 - ~~City of Flagstaff: Lone Tree Corridor~~
 - ~~Mountain Line: Bus Rapid Transit plan and Bicycle and Pedestrian Funding~~
 - Support and Update Coordinated Public Transit- Human Services Transportation Plan
 - Regional Safety Plan
 - Safe Streets for All Planning grants including Vulnerable Roadway Users and Safe Streets Master Plan.
 - Support Mountain Line's transit planning and 5305 grant funded projects including Creative Local Match ~~and~~ Transit into Code Study, Transit Access Study, Operational Assessment and AzTA Communications Plan
 - Finalize West Route 66 Corridor Master Plan Operational Assessment
 - Streets Master Plan Develop TDM Plan
 - Develop Safe Routes to School Plan
- Carbon Reduction Program:
 - Public Outreach
 - Multimodal data collection and modeling
 - ~~Downtown Mile capital project~~

MetroPlan FY 202~~6~~4 and 202~~5~~7

Page 7 of 29

- Transportation Alternatives: Staff time and capital planning
 - Delivery of 6 E's Safe Route to School program
 - Planning and preliminary engineering up to 30% design for missing infrastructure associated with schools.
- Safe Systems Approach: staff time
 - Vulnerable Users Study and supplemental safety planning efforts
- Research: Advancement of NAU's CRANC Tool to estimate economic access by bicyclist comfort level.
- Travel to support educational events and learn best practices, including the travel of staff, Board members who may be elected officials, TAC, and Management committee members. Travel may exceed \$5,000 per trip or event. Events include the Arizona Policy Summit, Association of Metropolitan Planning Organizations Conference, Safe Routes to School Conference, American Planning Association conferences, Roads and Streets Conference, and National Association of Transportation Officials, trainings or meetings at ADOT and the State Capitol. Additional travel not identified in the approved UPWP will require additional ADOT and FHWA approval

Formatted

A brief definition of the UPWP

The purpose of the Unified Planning Work Program (UPWP) is to outline multimodal transportation planning activities within a financially constrained budget to be conducted in the MetroPlan planning area for a one- or two-year period. Federal definition of a Unified Planning Work Program (UPWP) is *“a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds”* (23CFR450.104).

Adoption and Amendment of the UPWP

The UPWP is adopted every two years by the MetroPlan Board. The financial plan in the UPWP is based on estimates of available funding sources. While care is taken in developing as accurate a funding estimate as possible, it is often necessary to adjust the financial tables to reflect actual available funding as new information becomes available. The following Administrative Amendments may be made by the Executive Director without further action by the Board:

- Work elements or grants already approved by the Board may be added,
- Correct scrivener’s errors,
- Change fund source, providing that fiscal constraint is maintained,
- To update a Board approved budget,
- Update Board, TAC and Management membership or staffing roles
- Correct grant revenue estimates to reflect better information if the result is an increase or if a decrease is less than \$5,000.

A description of the metropolitan area

The area covered by MetroPlan approximates 525 square miles from Bellemont on the west, Kachina Village and Mountaineer on the south, Winona on the east, and the San Francisco Peaks on the north (see Figure 1). Jurisdictions include the City of Flagstaff, Coconino County, the Arizona Department of Transportation, and the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line). Cooperation with Northern Arizona University is embedded in the governance structure of MetroPlan.

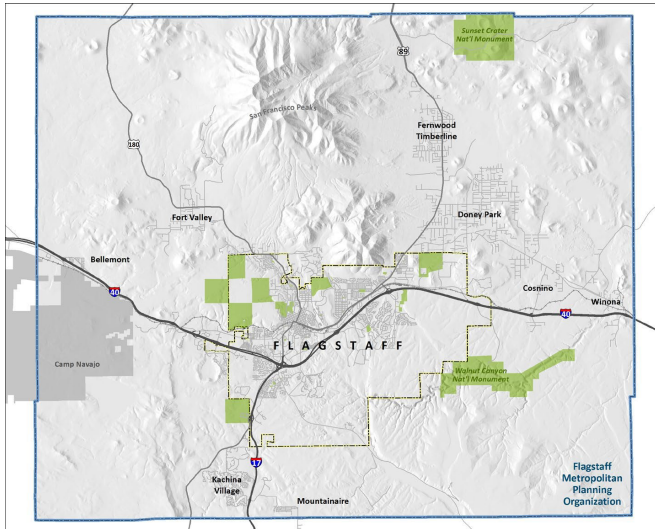


Figure 1. MetroPlan Planning Boundary

A current overview of the status of comprehensive transportation planning activities

Comprehensive transportation planning is embodied primarily in the regional transportation plan, a mandated federal document. The *MetroPlan Blue Print 2040 Regional Transportation Plan* was adopted in May 2017 and its update, *Stride Forward* ~~is scheduled for adoption~~ was adopted June 1, 2023. The City of Flagstaff and Coconino County update to the regional comprehensive plan, *Flagstaff Regional Plan 2030*, was adopted by the City and County governing bodies in State Fiscal Year 2014 and was approved by voters in May 2014. Its update is in development and anticipated to be approved by the voters in November of 2026. MetroPlan played a coordinating and cooperative role.

The role of MetroPlan for planning priorities in the metropolitan area

The role and responsibilities of MetroPlan are outlined in 23 CFR 450.

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency
- Increase the safety of the transportation system for motorized and non-motorized users
- Increase the security of the transportation system for motorized and non-motorized users
- Increase the accessibility and mobility options available to people and for freight
- Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and state and local planned development patterns
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
- Promote efficient system management and operation
- Emphasize the preservation of the existing transportation system

- Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
- Enhance travel and tourism

Additional Roles and Responsibilities

- FAST Act Implementation: Transition to Performance-based Planning and Programming *Blueprint 2040* is a regional transportation plan supported by more than a dozen performance measures. These are employed at the scenario level, the system monitoring level and the add project prioritization and selection level. MetroPlan has adopted ADOT targets for performance, safety and road and bridge condition. Similarly, MetroPlan has adopted Mountain Line's Transit Asset Management goals and will adopt its recently completed Mountain Line Safety Plan.
- Regional Models of Cooperation: MetroPlan will again work cooperatively with the Northern Arizona Council of Government and the Central Yavapai MPO to update the regional strategic transportation safety plan. MetroPlan, the City of Flagstaff and Mountain Line jointly purchased regional transportation data ~~and are working with all the northern COGs and MPOs exploring a similar collaborative purchase~~. MetroPlan is collaborating with Northern Arizona University in the Pacific Region Southwest University Transportation Center.

Air Quality and Attainment

MetroPlan is currently in attainment for all regulated pollutants. The Environmental Protection Agency (EPA) released new ozone emissions standards lowering the acceptable level from 75 parts per billion (ppb) to 70 ppb. The MetroPlan region is on the fringe of non-attainment and is not being recommended to the EPA by ADOT for non-attainment status this year. An Air Quality Maintenance plan was developed by ADOT for Coconino County, in part due to haze at the Grand Canyon. MetroPlan will track developments with ozone regulations and will comply, if and when, they apply to the region.

Chapter II ORGANIZATION AND MANAGEMENT

The Organization and Management section provides a narrative that discusses staffing roles and responsibilities of the MPO, employees of member agencies that assist the MPO, and the MPO's fiscal agent and legal counsel. It also identifies the cognizant agency (for audit purposes this means the Federal awarding agency that provides the predominant amount of direct funding to a recipient).

MetroPlan Staffing

- Executive Director: Oversees day-to-day operations, supervises staff, prepares policy and program materials for consideration by the Technical Advisory Committee, Management Committee and the Executive Board. Coordinates strategic direction with Executive Board.
- Planning Manager: Oversees technical and planning operations, prepares technical reports and capital program materials for consideration by the Technical Advisory Committee, Management Committee and the Executive Board.
- ~~Administrative Assistant and Clerk of the Board~~Business Manager: ~~C~~Oversees communications, financial reporting and tabulation, documentation and coordination, administrative and financial policy, Title VI, DBE and Open Meeting Law compliance, public outreach, website management, meeting logistics.
- Transportation Planners: Technical positions supporting Planning. Transportation Planners carry out the development of planning documents and support the planning of regional partners, seek funding to implement regional priorities, carry out grant activities and ensure compliance with grant requirements.
- Montoya Fellowship and Intern(s): The Montoya Fellowship is a paid internship established over 10 years ago as a partnership between MetroPlan and Mountain Line to advance transportation planning as a profession. The Fellow will be given a high degree of responsibility in initiating, carrying out, and completing transportation plans and projects for each agency for the duration of the fellowship. MetroPlan may from time to time partner with NAU on additional paid internships.
- Other City of Flagstaff, Coconino County, ADOT, Mountain Line and NAU staff as necessary: Beyond roles on the Technical Advisory and Management committees, ADOT, City, County and Mountain Line staff frequently collaborate with MetroPlan staff to review large development projects, work out details for multimodal aspects of projects, coordinate on public outreach, and provide technical review of respective agency products. Staff most frequently involved from each agency include:
 - City of Flagstaff: Traffic Engineer, Capital Improvements Engineer, Comprehensive Planning Manager, Multi-Modal Planner, Transportation Planners, Planning Manager, Community Development Director, and City Engineer
 - Coconino County: Public Works Director, County Engineer, Transportation Planner, Community Development staff
 - ADOT
 - Northcentral District: District Engineer, Traffic Engineer,

MetroPlan FY 2026 and 2027

Page 12 of 29

Formatted: Right: 0.78"

- Development Engineer
 - Multimodal Planning Division: Division Director, Program Planning Manager
 - Mountain Line: ~~Mobility-Transit Planner~~Planner, Capital Project Manager, Management Services Director, Strategic Performance Planner
 - NAU: Parking and Shuttle Director, Facilities Planner

Employees of member agencies will participate on MetroPlan working technical committees, subcommittees or task forces for data assemblage, summary, evaluation, and formulation of recommendations to be presented to the TAC, Management Committee and the Executive Board.

In addition to member agencies, MetroPlan coordinated closely with Flagstaff Unified School District and charter schools as well as the Coconino National Forest.

MetroPlan is established as a non-profit and is responsible for its own financial management including providing payroll, invoice payments, procurement and bookkeeping records for reconciling MetroPlan revenue and expense reports. MetroPlan maintains its own records on a daily basis to permit up-to-date billing and to document eligible reimbursements of state and federal funds. MetroPlan has contracted with Mountain Line for payroll and personnel services.

MetroPlan provides its own legal counsel and has a legal firm on contract to represent us.

FHWA, through ADOT, is the cognizant agency providing the predominant amount of funds. Mountain Line, the local public transit provider, is a designated recipient for FTA 5307 funds. MetroPlan does not have an Indirect Cost Allocation Plan (ICAP).

Identification of committee structure, including an Organization Chart:

- **The MetroPlan Executive Board** consists of seven elected or appointed officials, three from the Flagstaff City Council, two from the Coconino County Board of Supervisors, one member from the ADOT State Transportation Board (who is appointed to the State Transportation Board by the Governor of the State of Arizona) and one member of the Mountain Line Board of Directors. It is the function of the Executive Board to act as a policy body coordinating and directing transportation planning, implementation thereof (as authorized by the Executive Board), and related activities within the overall regional comprehensive planning process.
- **The MetroPlan Management Committee** consists of Managers or their designees from the City of Flagstaff, Coconino County, Mountain Line, NAU and the ADOT Director of the Multimodal Planning Division. This group meets on an as-needed basis.

The Management Committee has authority and responsibility to review the MetroPlan Board packet and provide input to the MetroPlan Board and MetroPlan Staff.

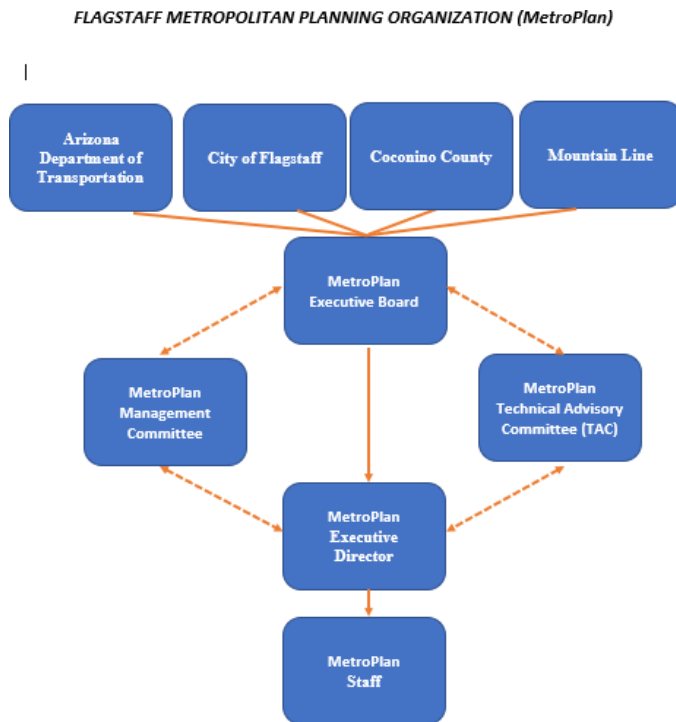
- **The MetroPlan Technical Advisory Committee (TAC)** is composed of technical and/or managerial staff representatives from each of the participating agencies. In

addition, there may be one or more ex-officio non-voting representatives from the FHWA and FTA. Additional organizations may be added in the future by Executive Board directive for voting or ex-officio non-voting status. Each ex-officio non-voting member must be approved by her/his respective agency.

The TAC has authority and primary responsibility to conduct technical reviews and analyses regarding work activities of the UPWP, and related issues as specified by the MetroPlan’s Executive Board, and to so advise the Executive Board on appropriate actions to be taken.

The TAC works closely with the MetroPlan staff, providing guidance and direction for development of the annual UPWP/Budget and work activities defined therein.

MetroPlan Organizational Chart



Operating procedures

The MetroPlan Operating Procedures identify the roles and responsibilities of the Executive Board, Management Committee and Technical Advisory Committee. They further define

officers, voting members, and quorum requirements.

Other Agreements

MetroPlan is formed under the authority of the Governor of the State of Arizona and structured as an independent legal entity through an intergovernmental agreement between the City and County. MetroPlan has entered into the following agreements in order to satisfy federal requirements and clearly define operational relationships:

- a) JPA GRT-(21-0008177-T) with the Arizona Department of Transportation
- b) Intergovernmental Agreement with Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) for planning, such as the Coordinated Public Transit- Human Services Transportation Plan, and payroll and personnel services, grant opportunities, use of facilities and IT services April 2020 restated in December 2024.

Commented [KM2]: Update?

Forms, certifications, and assurances

MetroPlan will comply with all federal, state and local laws. MetroPlan has an adopted Title VI and Environmental Justice Plan (that includes the Limited English Proficiency Plan), Public Participation Plan, Coordinated Public Transit- Human Services Transportation Plan, and adopted ADOT's Disadvantaged Business Enterprise Policy. MetroPlan uses these documents to meet certifications and assurances required by federal law.

Chapter III FUNDING DESCRIPTION & BUDGET SUMMARY

The Arizona Department of Transportation (ADOT) is the designated recipient of the Federal-aid Highway funds used for planning and research purposes. As the designated recipient of the planning funds ADOT has the responsibility and the authority under **49 CFR Part 18** (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) to oversee all activities funded under the Federal-aid Program by the subrecipients of these funds. ADOT's oversight responsibilities include but are not limited to overall work plan reviews, invoice billing review and approval, TIP certification, air quality reviews, and quality assurance and quality control of traffic data. WPs are funded primarily with PL funds; however, an MPO may use other eligible funds for their WP. This section describes the types of funding sources used for planning.

- (1) **Metropolitan Planning (PL) Funds:** Federal planning funds can be used for up to 94.3% of a project, with a required 5.7% match typically provided by local governments. The distribution of the PL Funds is accomplished through a formula developed by ADOT in consultation with the MPOs and must be approved by the FHWA.
- (2) **Planning (PL) Funding Set-aside for Increasing Safe and Accessible Transportation Options -** The BIL requires each MPO to use at least 2.5% of its PL funds (and each State to use 2.5% of its State Planning and Research funding under 23 U.S.C. 505) on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. [§ 11206(b).]
- (3) **Statewide Planning and Research (SPR) Funds:** SPR funds are federal dollars from the State Planning and Research Program administered by the Arizona Department of Transportation. Some SPR funds may be allocated to the MPO to help plan for the non-urbanized portion of the MPO. A 20% match is required and must be provided by the local jurisdiction, depending on the project.
- (4) **Surface Transportation Block Grant (STBG) Funds:** STBG is a federal-aid highway flexible funding program that funds a broad range of surface transportation capital needs including roads, transit, airport access, vanpool, and bicycle and pedestrian facilities. Transit related planning, research, and development activities are also eligible uses of STP funds. STP apportionment may be shared by ADOT with other Council of Governments (COG) and all MPOs with less than 200,000 population, though this action is discretionary and not required by current Transportation legislation. A 5.7% match is required.
- (5) **Carbon Reduction Program (CRP) Funding:** The Carbon Reduction Program (CRP) is a federal-aid highway funding program implemented in FFY2022 for projects designed to reduce transportation emissions, defined as carbon dioxide (CO₂) emissions from on-road highway sources. This program requires States and MPOs to develop a carbon reduction strategy within two years and then update that strategy at least every four years. A 5.7% match is required.

- (6) **Federal Transit Administration Funding:** FTA funds are secured annually through the FTA Metropolitan Planning Program Section 5305. FTA funds are designated for transit planning and research activities. 5305(e) funds require a 20% local match and 5305(d) funds require 5.7% local match which is typically provided by the local governments. In addition, other federal or state funding that is not specifically designed for planning activities can be allocated for planning purposes. In those cases, funds such as FTA Section 5307 need to be shown in the budget tables.
- (7) **Consolidated Planning Grant (CPG) Program** - The Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) offer States the option of participating in the CPG program. The CPG program allows the States and Metropolitan Planning Organizations (MPOs) to merge funds from the FTA Metropolitan Planning Program (MPP) and State Planning and Research Program (SPRP) with FHWA Planning (PL) and SPR 5305(d) funds into a single consolidated planning grant. States or MPOs have the option to transfer planning funds to either FTA or FHWA to be awarded and administered for metropolitan or metropolitan and statewide planning purposes. This CPG program fosters a cooperative effort between the Federal agencies and the participating States and MPOs to streamline the delivery of their planning programs to provide flexibility in the use of planning funds. These funds will have a 5.7% match. Obligation Authority does not apply to the FTA CPG funding.
- (8) **Highway Safety Improvement Program (HSIP) Funds** - HSIP funds are a federal funding source dedicated to safety improvement projects and planning activities distributed within the State on a competitive basis. The main purpose of the HSIP funding is to achieve a reduction in fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land. HSIP funds may be used for planning purposes provided such activities are identified in the work program and transportation improvement program. These funds require a 5.7% match; however, some projects are 100% funded.
- (9) **Transportation Alternative (TA) Funds** - Metropolitan Planning Organization for small, urbanized areas (under 200,000) are eligible for TA funds. The TA funding is available through a competitive application process through ADOT. The funds require a 20% local match, with some flexibility depending on the type of project.
- (10) **Matching Funds (Local Cash Contribution):** In order to secure federal funds, the state and/or local government must place matching funds on a project. To provide local cash, each member agency contributes member dues to MetroPlan.
- (11) **In-kind (Soft Money) Contribution with Description:** The value of third party in-kind contributions may be accepted as the match for federal funds in accordance with the provisions of 49 CFR 18.24(a)(2) and may be applied on either a total planning work program basis or for specific line items. When at all possible, MetroPlan will use in-kind contributions for match. On a monthly basis, staff tracks the time spent by local partner organizations: City of Flagstaff, Coconino County, Mountain Line and Northern Arizona University on MPO projects and meetings. The time reported is specific to the UPWP task and date. The time reported is accumulated over a 24-month period and is used as an applicable match for all funding received.

(12) **Carry-forward;** Carry-forward funds occur when an MPO does not obligate all available eligible funds in the current and/or prior fiscal years or if it has de-obligated funds that have been obligated previously.

(12)(13) Safe Streets and Roads for All (SS4A): Metropolitan Planning Organizations are eligible for Safe Streets and Roads for all planning activities. Funds are available competitively through FHWA and require 20% local match.

Formatted: Font: 12 pt
Formatted: Indent: Left: 0.35", Hanging: 0.25", Right: 0", No bullets or numbering, Tab stops: Not at 0.87"

BUDGET SUMMARY TABLES

The following budget tables identify agency participation and funding sources. The Flagstaff Metropolitan Planning Organization incurs only direct costs. MetroPlan defines direct costs as those costs which can be specifically and readily identified with a specific cost objective or program.

Revenue Summary: The table below provides a summary of all funding sources and revenues, including carry forward, anticipated by the Flagstaff MPO for FY 2024~~6~~ and FY 2027~~5~~.

FY20246 Budget

	STBG	PL	CRP	SPR	FTA \$308D	FTA \$308E	PL- SATO	Consolidated Planning Grants-transit	SS4A	TA	Members	Transit Tax	Totals
REVENUE													
FY26 Revenue	535,755.00	159,743.00	350,712.40	75,601.00	77,090.00	-	4,096.00	-	657,000.00	-	30,000.00	-	1,889,997.40
FY25 Carryforward Estimated	166,819.00	159,909.00	50,000.00	-	-	228,076.00	5,568.00	-	79,000.00	718,078.63	1,475.38	-	1,408,925.91
Total Authorized Federal	702,574.00	319,652.00	400,712.40	75,601.00	77,090.00	228,076.00	9,664.00	-	736,000.00	718,078.63	31,475.38	-	3,298,923.31
Match Rate	0.057	0.057	0.057	0.200	0.057	-	0.057	-	-	0.057	-	-	-
Required Match	42,467.36	19,321.49	24,221.22	18,900.25	4,659.73	57,019.00	-	-	-	40,930.48	-	-	207,519.53
MATCH Breakdown	19,660.28	19,242.33	18,616.94	13,875.02	816.99	68,412.00	-	-	-	34,522.06	-	-	175,145.63
In-Kind	19,660.28	19,242.33	18,616.94	13,875.02	816.99	11,391.00	-	-	-	34,522.06	-	-	118,126.63
MP Cash Match	-	-	-	-	-	-	-	-	-	-	-	-	-
Mountain Line Cash Match	-	-	-	-	-	57,019.00	-	-	-	-	-	-	57,019.00
Other Cash Match	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Match	-	-	-	-	-	57,019.00	-	-	-	-	-	-	57,019.00
Match Total	19,660.28	19,242.33	18,616.94	13,875.02	816.99	68,412.00	-	-	-	34,522.06	-	-	175,145.63
Total Cash Revenue	702,574.00	319,652.00	400,712.40	75,601.00	77,090.00	285,095.00	9,664.00	-	736,000.00	718,078.63	31,475.38	-	3,355,942.31
Expenditures:													
Salaries	186,700.52	238,108.85	-	43,793.90	6,951.02	-	-	-	154,225.02	65,424.28	7,585.44	-	702,789.01
Benefits	58,006.24	69,537.96	-	12,067.39	6,111.09	-	-	-	46,425.22	22,800.67	1,985.09	-	216,933.69
Salary/ERE	244,706.76	307,646.81	-	55,861.29	13,062.11	-	-	-	200,650.24	88,224.96	9,570.53	-	919,722.70
Allocation:	26.61%	33.45%	0.00%	6.07%	1.42%	0.00%	0.00%	0.00%	21.82%	9.59%	1.04%	0.00%	-
Remaining federal after Salary/ ERE	(457,867.24)	(12,005.19)	(400,712.40)	(19,739.71)	(64,027.89)	(228,076.00)	(9,664.00)	-	(535,349.76)	-	(21,904.75)	-	-
Task 100	STBG	PL	CRP	SPR	FTA \$308D	FTA \$308E	PL- SATO	Consolidated Planning Grants-transit	SS4A	TA	Members	Transit Tax	Totals
Payroll Processing Expense	3,924.47	4,933.87	-	716.70	209.48	-	-	-	3,217.92	1,414.90	153.49	-	14,571.00
Phone and Internet	1,483.89	1,865.55	-	338.74	79.21	-	-	-	1,216.73	534.99	58.04	-	5,577.00
Memberships	3,500.00	-	-	-	-	-	-	-	-	-	-	-	3,500.00
Copying and Printing	-	-	-	-	-	-	1,500.00	-	-	-	-	-	1,500.00
Office Supplies	-	-	-	-	-	-	550.00	-	-	-	-	-	550.00
Postage and Freight	-	-	-	-	-	-	550.00	-	-	-	-	-	550.00
Books and Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	2,050.00	-	-	-	-	-	-	-	-	3,600.00	-	-	5,650.00
Food	-	-	-	-	-	-	-	-	-	-	1,273.08	-	1,273.00
Legal Services	12,000.00	-	-	-	-	-	-	-	-	-	-	-	12,000.00
Financial Services (CPA/Audit)	24,000.00	-	-	-	-	-	-	-	-	-	-	-	24,000.00
Other Services	-	-	-	-	-	-	-	-	-	-	-	-	-
IT Support	3,924.47	4,933.87	-	895.87	209.48	-	-	-	3,217.92	1,414.90	153.49	-	14,750.00
Computer Equipment	5,000.00	-	-	-	-	-	-	-	-	-	-	-	5,000.00
Office Equipment	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Public Outreach	-	-	32,000.00	-	-	-	-	-	-	25,000.00	-	-	57,000.00
Legislative Services	-	-	-	-	-	-	-	-	-	-	19,992.00	-	19,992.00
Computer Software	2,807.50	-	-	-	-	-	2,807.50	-	-	-	-	-	5,615.00
Operations:	99,690.33	11,733.29	32,000.00	1,951.31	498.17	-	5,407.50	-	7,652.57	31,964.80	21,630.09	-	172,528.00
Travel, Lodging and Meals	13,450.00	-	-	-	-	-	-	-	-	2,000.00	-	-	15,450.00
Conference Registration	3,320.00	-	-	-	-	-	-	-	-	800.00	-	-	4,120.00
Staff Education and Training	5,150.00	-	-	-	-	-	-	-	-	-	-	-	5,150.00
Travel and Training:	21,920.00	-	-	-	-	-	-	-	-	2,800.00	-	-	24,720.00
Special Project Consultant	-	-	223,000.00	-	-	235,750.00	-	-	-	450,000.00	-	-	908,750.00
Special Project Administration	-	-	-	-	-	49,300.00	-	-	-	-	-	-	49,300.00
Data Collection- Consultant	-	-	35,500.00	-	-	-	-	-	-	-	-	-	35,500.00
Modeling	-	-	18,500.00	-	-	-	-	-	-	-	-	-	18,500.00
RTP Consultant	-	-	-	-	-	-	-	-	500,000.00	-	-	-	500,000.00
Planning Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Projects:	-	-	277,000.00	-	-	285,050.00	-	-	500,000.00	450,000.00	-	-	1,512,050.00
Total Expenditures:	328,317.09	319,380.10	309,000.00	87,813.49	13,560.29	285,050.00	5,407.50	-	708,302.81	872,989.78	31,200.62	-	2,429,020.78
Check	376,256.91	271.90	91,712.40	17,788.40	63,529.71	45.00	4,256.50	-	27,697.19	145,088.88	274.66	-	726,921.55
Surplus (Available future years)	376,256.91	271.90	91,712.40	17,788.40	63,529.71	45.00	4,256.50	-	27,697.19	145,088.88	274.66	-	726,921.55
												Total	3,355,942.31

	STBG	PL	CRP	SPR	CPO FTA 5305D	FTA 5305E	PL- SATO	Grants: FTA 5305e transit	SS4A	Members	Transit Tax	Totals
REVENUE												
FY24 Revenue	468,465	153,540	168,268	78,120	77,090	200,000	3,937	141,450	201,360			1,492,230
FY23 Carryforward Estimated	584,876	176,553	313,111	33,052	96,447	-	-	-	-	-	-	1,204,039
Total Authorized Federal	1,053,341	330,093	481,379	111,172	173,537	200,000	3,937	141,450	201,360	-	-	2,696,269
Match Rate	0.057	0.057	0.057	0.300	0.057	0.300	-	0.057	-	-	-	-
Required Match	63,670	19,953	29,097	27,793	10,490	50,000	-	8,550	50,340			259,892
MATCH Breakdown	33,309	21,090	17,077	33,352	11,067	29,426	-	9,037	-	-	-	154,378
In-kind	33,309	1,138	17,077	5,558	597	-	-	-	-	-	-	57,679
MP Cash Match	-	-	-	-	-	-	-	-	-	-	-	-
Mountain Line Cash Match	-	19,952	-	27,794	10,490	29,426	-	9,037	-	-	-	96,699
Other Cash Match	-	-	-	-	-	-	-	-	30,000	-	-	30,000
Total Cash Match	-	19,952	-	27,794	10,490	29,426	-	9,037	-	30,000	-	126,699
Match Total	33,309	21,090	17,077	33,352	11,067	29,426	-	9,037	-	30,000	-	184,378
												[30,000]
Total Cash Revenue	1,053,341	350,045	481,379	138,966	184,027	229,426	3,937	150,487	201,360	30,000	-	2,822,568
EXPENDITURES												
Salaries	38,610	165,861	113,869	104,390	-	83,689	-	-	59,941	-	-	566,359
Benefits	10,189	56,129	31,928	27,548	-	25,910	-	-	16,563	-	-	168,267
Salary/ERE	48,799	221,990	145,798	131,938	-	109,599	-	-	76,504	-	-	734,626
Allocation:	0	0	0	0	-	0	-	-	0	-	-	-
	STBG	PL	CRP	SPR	FTA 5305D	FTA 5305E	PL- SATO	Consolidated Planning Grants- transit	SS4A	Members	Transit Tax	Totals
Payroll Processing Expense	1,129	5,137	3,374	3,053	-	2,536	-	-	1,770	-	-	17,000
Phone and Internet	327	1,487	976	884	-	734	-	-	512	-	-	4,920
Memberships	2,500	-	-	-	-	7,500	-	-	-	-	-	10,000
Copying and Printing	-	-	-	-	-	-	500	-	-	-	-	500
Office Supplies	-	-	-	-	-	-	500	-	-	-	-	500
Postage and Freight	-	-	-	-	-	-	121	-	-	-	-	121
Books and Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	1,200	-	-	-	-	-	-	-	-	-	-	1,200
Food	-	-	-	-	-	-	-	-	-	1,000	200	1,200
Legal Services	4,200	-	-	-	-	-	-	-	-	-	-	4,200
Financial Services (CPA/Audit)	29,200	-	-	-	-	-	-	-	-	-	-	29,200
Other Services	200	-	-	-	-	-	200	-	-	-	-	400
IT Support	996	4,533	2,977	2,694	-	2,238	-	-	1,562	-	-	15,000
Computer Equipment	7,353	-	-	397	-	-	-	-	-	-	-	7,750
Office Equipment	400	-	-	-	-	-	-	-	-	-	-	400
Public Outreach	-	-	-	-	-	-	-	-	5,891	-	-	105,891
Legislative Services	-	-	100,000	-	-	-	-	-	-	17,000	3,400	20,400
Computer Software	2,578	-	-	-	-	-	2,616	-	-	-	-	5,193
Operations:	50,083	11,157	107,327	7,028	-	13,008	3,937	-	9,736	18,000	3,600	223,875
Travel, Lodging and Meals	11,000	-	-	-	-	-	-	-	-	-	-	11,000
Conference Registration	3,000	-	-	-	-	-	-	-	-	-	-	3,000
Staff Education and Training	4,000	-	-	-	-	-	-	-	-	-	-	4,000
Travel and Training:	18,000	-	-	-	-	-	-	-	-	-	-	18,000
Professional services	50,000	51,483	-	-	-	-	-	150,000	115,120	-	52,400	419,003
Downtown Mile	305,973	-	-	-	184,027	-	-	-	-	-	-	490,000
Planning Contingency	80,000	65,416	30,320	-	-	-	-	-	-	-	-	175,736
Projects:	435,973	116,899	30,320	-	184,027	-	-	150,000	115,120	-	52,400	1,084,739
	STBG	PL	CRP	SPR	FTA 5305D	FTA 5305E	PL- SATO	Consolidated Planning Grants- transit	SS4A	Members	Transit Tax	Totals
Total Expenditures:	562,855	350,045	283,445	138,966	184,027	122,607	3,937	150,000	201,360	18,000	56,000	2,061,240
Surplus (Available future years)	500,486	(0)	197,934	0	0	106,819	-	487	0	12,000	(56,000)	761,727
Total Expenditures+ Surplus											Total	2,822,567

FY20275 Budget

	STBG	PL	CRP	SPR	FTA \$305D	FTA \$305E	PL- SATO	Consolidated Planning Grants- transit	SS4A	TA	Members	Transit Tax	Totals
REVENUE													
FY27 Revenue	468,465.00	153,540.00	177,092.40	78,120.00	77,090.00		4,096.00		637,000.00		30,000.00		1,625,403.40
FY26 Carryforward Estimated	376,256.91	271.90	91,712.40	17,788.40	63,529.71	45.00	4,256.50		27,697.19	145,088.88	274.66		726,921.55
Total Authorized Federal	844,721.91	153,811.90	268,804.80	95,908.40	140,619.71	45.00	8,352.50	-	664,697.19	145,088.88	30,274.66	-	2,352,324.95
Match Rate	0.057	0.057	0.057	0.200	0.057	0.200	-	0.057	0.20	0.057			
Required Match	51,059.54	9,297.22	16,248.01	23,977.10	8,499.81	11.25	-						109,092.94
MATCH Breakdown	33,665.02	9,263.32	16,195.17	23,003.18	6,597.25	-	-	-	153,679.98	6,332.07	-	-	248,735.99
In-Kind	33,665.02	9,263.32	16,195.17	23,003.18	6,597.25	(11.25)	-	-	153,679.98	6,332.07	-	-	248,724.74
MP Cash Match													-
Mountain Line Cash Match	-					11.25							11.25
Other Cash Match													-
Total Cash Match	-	-	-	-	-	11.25	-	-	-	-	-	-	11.25
Match Total	33,665.02	9,263.32	16,195.17	23,003.18	6,597.25	-	-	-	153,679.98	6,332.07	-	-	248,735.99
Total Cash Revenue	844,721.91	153,811.90	268,804.80	95,908.40	140,619.71	56.25	8,352.50	-	664,697.19	145,088.88	30,274.66	-	2,352,336.20
Expenditures:													
Salaries	404,187.92	78,129.98	-	69,655.03	75,325.95	-	-	-	106,466.58	67,387.01	7,813.00	-	808,965.48
Benefits	113,835.54	20,995.57	-	21,552.98	30,531.11	-	-	-	29,198.29	23,194.37	2,059.56	-	240,967.43
Salary/ERE	518,023.47	99,125.55	-	91,208.01	105,857.07	-	-	-	135,664.86	90,581.38	9,872.56	-	1,049,932.91
Allocation:	49.34%	9.40%	0.00%	8.69%	10.08%	0.00%	0.00%	0.00%	12.92%	8.63%	0.94%	0.00%	15,796.09
Remaining federal after Salary/ ERE	(326,698.44)	(55,086.35)	(268,804.80)	(4,700.39)	(34,762.65)	(45.00)	(8,352.50)	-	(529,032.33)		(20,402.11)	-	
Task 100	STBG	PL	CRP	SPR	FTA \$305D	FTA \$305E	PL- SATO	Consolidated Planning Grants- transit	SS4A	TA	Members	Transit Tax	Totals
Payroll Processing Expense	7,495.79	1,428.56	-	1,319.78	1,531.75	-	-	-	1,963.07	1,310.71	142.86	-	15,193.00
Phone and Internet	2,834.25	540.15	-	499.02	579.17	-	-	-	742.26	495.60	54.02	-	5,744.00
Memberships		3,605.00											3,605.00
Copying and Printing								1,545.00					1,545.00
Office Supplies								566.50					567.00
Postage and Freight								566.50					567.00
Books and Subscriptions													-
Insurance		2,220.00								3,600.00			5,820.00
Food											1,311.27		1,311.00
Legal Services		12,360.00											12,360.00
Financial Services (CPA/Audit)		24,720.00											24,720.00
Other Services													-
IT Support	7,495.79	1,428.56	-	1,319.78	1,531.75	-	-	-	1,963.07	1,310.71	142.86	-	15,193.00
Computer Equipment		5,150.00											5,150.00
Office Equipment		1,030.00											1,030.00
Public Outreach			20,000.00							5,000.00			25,000.00
Legislative Services											18,000.00		18,000.00
Computer Software		2,542.73			1,500.00			1,740.73					5,783.00
Operations:	17,825.82	55,024.99	20,000.00	4,638.58	3,642.67	-	4,418.73	-	4,668.39	11,717.02	19,651.00	-	141,588.00
Travel, Lodging and Meals	14,322.15									2,000.00			16,322.15
Conference Registration	3,819.24									800.00			4,619.24
Staff Education and Training	4,774.05												4,774.05
Travel and Training:	22,915.44	-	-	-	-	-	-	-	-	2,800.00	-	-	25,715.44
Special Project Consultant			200,304.00										200,304.00
Special Project Administration													-
Data Collection- Consultant			40,500.00										40,500.00
Modeling			8,000.00										8,000.00
RTP Consultant									500,000.00				500,000.00
Planning Contingency													-
Projects:	-	-	248,804.00	-	-	-	-	-	500,000.00	-	-	-	748,804.00
Total Expenditures:	558,764.72	153,750.54	268,804.00	95,846.59	109,499.74	-	4,418.73	-	640,333.26	105,098.40	29,523.55	-	1,966,039.54
Check	285,957.19	61.35	0.80	61.81	31,119.98	56.25	3,933.78	-	24,363.93	39,990.48	751.11	-	386,296.67
Surplus (Available future years)	285,957.19	61.35	0.80	61.81	31,119.98	56.25	3,933.78	-	24,363.93	39,990.48	751.11	-	386,296.67
Total													2,352,336.20

	STBG	PL	CRP	SPR	CPG FTA \$305D	FTA \$305E	PL- SATO	Consolidated Planning Grants- FTA \$305e transit	\$S4A	TA	Members	Transit Tax	Totals
REVENUE													
FY25 Revenue	468,465	156,611	168,268	79,808	77,909	250,000	4,016	235,750			30,000		1,470,827
FY24 Carryforward Estimated	569,245		100,000		125,650	62,000	4,000	100,000	142,000	1,037,300			2,140,195
Total Authorized Federal	1,037,710	156,611	268,268	79,808	203,559	312,000	8,016	335,750	142,000	1,037,300	30,000	-	3,611,022
Match Rate	0.057	0.057	0.057	0.200	0.057	0.200		0.057	0.200	0.057			
Required Match	62,725	9,466	16,216	19,952	12,304	78,000	-	14,250	35,500	59,126			307,539
MATCH Breakdown	31,296	3,560	11,092	19,530	12,015	78,000	-	14,250	35,500	47,145	-	-	252,387
In-Kind	31,296	3,560	11,092	19,530	12,015	-	-	-	17,750	10,095	-	-	105,337
MetroPlan Cash Match										28,500			28,500
City Cash Match													
County Cash Match													
Mountain Line Cash Match						78,000		14,250	17,750	8,550			118,550
Other Cash Match													
Total Cash Match	-	-	-	-	-	78,000	-	14,250	17,750	37,050	-	-	147,050
Match Total	31,296	3,560	11,092	19,530	12,015	78,000	-	14,250	35,500	47,145	-	-	252,387
Total Cash Revenue	1,037,710	156,611	268,268	79,808	203,559	390,000	8,016	350,000	159,750	1,045,850	30,000	-	3,729,572
EXPENDITURES													
Salaries	207,255	43,100	-	55,970	150,113	43,100	-	-	80,868	72,842	2,946	-	656,192
Benefits	60,365	13,344	-	14,770	40,382	13,344	-	-	22,888	16,761	777	-	182,631
Salary/ERE	267,620	56,443	-	70,740	190,494	56,443	-	-	103,756	89,603	3,723	-	838,823
Allocation:	31.9%	6.7%	0.0%	8.4%	22.7%	6.7%	0.0%	0.0%	12.4%	10.7%	0.4%	0.0%	162
	STBG	PL	CRP	SPR	FTA \$305D	FTA \$305E	PL- SATO	Consolidated Planning Grants- transit	\$S4A	TA	Members	Transit Tax	Totals
Payroll Processing Expense	5,877	1,239	-	1,553	4,183	1,239	-	-	2,278	1,968	82	-	18,421
Phone and Internet	1,728	364	-	457	1,230	364	-	-	670	578	24	-	5,415
Memberships	10,300												10,300
Copying and Printing							515		1,135				1,650
Office Supplies							515						515
Postage and Freight							125						125
Books and Subscriptions													-
Insurance				1,236									1,236
Food											1,236		1,236
Legal Services	15,000												15,000
Financial Services (CPA/Audit)	35,000												35,000
Other Services	-												-
IT Support	4,929	1,040	-	1,303	3,509	1,040	-	-	1,911	1,650	69	-	15,450
Computer Equipment	5,701									2,500			8,201
Office Equipment	100,000						865						100,865
Public Outreach			86,500							30,000			116,500
Legislative Services											21,000		21,000
Computer Software				3,432			1,917						5,349
Operations:	178,535	2,643	86,500	7,981	8,922	2,643	3,937	-	5,994	36,696	22,410	-	356,262
Travel, Lodging and Meals	13,500									5,000	1,500		20,000
Conference Registration	3,600									1,200	400		5,200
Staff Education and Training	4,500										500		5,000
Travel and Training:	21,600	-	-	-	-	-	-	-	-	6,200	2,400	-	30,200
Special Project Consultant	50,000					250,000		350,000	50,000	650,000			1,350,000
Data Collection- Consultant			90,000										90,000
Modeling			7,600										7,600
RTP Consultant													-
Planning Contingency													-
Projects:	50,000	-	97,600	-	-	250,000	-	350,000	50,000	650,000	-	-	1,447,600
	STBG	PL	CRP	SPR	FTA \$305D	FTA \$305E	PL- SATO	Consolidated Planning Grants- transit	\$S4A	TA	Members	Transit Tax	Totals
Total Expenditures:	817,755	59,087	184,100	78,721	199,416	309,087	3,937	350,000	189,750	782,500	28,534	-	2,672,885
Surplus (Available future years)	519,955	97,525	84,168	1,087	4,143	80,913	4,079	-	0	263,350	1,466	-	1,056,687
Total													3,729,572

FY20264 Funding by Source

	STBG	STBG Match	PL	PL Match	CRP	CRP Match	SPR	SPR Match	FTA 5305D	FTA 5305D Match	FTA 5305E	FTA 5305E Match	PL- SATO	PL SATO Match	SS4A	SS4A Match	TA	TA Match	Total	Total Federal	Total Local
100 Administration	281,317	17,004	319,380	19,305	-	-	57,813	14,453	13,560	820	-	-	5,408	-	7,653	1,913	-	-	738,625	685,130	53,495
200 Data Collection	-	-	-	-	277,000	16,743	-	-	-	-	-	-	-	-	50,000	12,500	-	-	356,243	327,000	29,243
300 TIP	45,000	2,720	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47,720	45,000	2,720
400 RTP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	450,000	112,500	-	-	562,500	450,000	112,500
500 Special Project Planning	-	-	-	-	32,000	1,934	-	-	-	-	285,050	71,263	-	-	200,650	50,163	572,990	143,247	3,957,297	1,090,690	286,607
600 Environmental Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
700 Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
total	326,317	19,724	319,380	19,305	309,000	18,678	57,813	14,453	13,560	820	285,050	71,263	5,408	-	708,303	177,076	572,990	143,247	3,062,386	2,597,820	464,565

	STBG	STBG Match	PL	PL Match	CRP	CRP Match	SPR	SPR Match	FTA 5305D	FTA 5305D Match	FTA 5305E	FTA 5305E Match	PL- SATO	PL SATO Match	Consolidated Planning Grants-transit	Planning Grants Match	Total	Total Federal	Total Local
100 Administration	116,882	7,042	11,157	872	7,327	441	72,997	17,519	-	-	15,008	5,122	3,937	-	-	-	234,104	225,307	28,797
200 Data Collection	-	-	51,483	3,102	-	-	-	-	-	-	-	-	-	-	-	-	54,585	51,483	3,102
300 TIP	-	-	46,644	-	-	-	-	-	-	-	-	-	-	-	-	-	46,644	46,644	-
400 RTP	-	-	-	-	-	-	65,969	15,833	-	-	-	-	-	-	-	-	81,801	65,969	15,833
500 Special Project Planning	435,973	26,267	240,762	14,906	276,118	16,636	-	-	184,027	11,087	109,599	26,304	-	-	150,000	8,550	1,499,828	1,396,478	103,349
600 Environmental Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
700 Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
total	552,855	33,309	350,045	18,280	283,445	17,077	138,966	33,352	184,027	11,087	122,607	29,426	3,937	-	150,000	8,550	1,936,961	1,785,881	151,081

FY20257 Funding by Source

	STBG	STBG Match	PL	PL Match	CRP	CRP Match	SPR	SPR Match	FTA 5305D	FTA 5305D Match	FTA 5305E	FTA 5305E Match	PL- SATO	PL SATO Match	SS4A	SS4A Match	TA	TA Match	Total	Total Federal	Total Local
100 Administration	513,765	31,055	153,751	9,294	-	-	95,847	23,962	-	-	-	-	4,419	-	4,668	1,167	-	-	837,926	772,449	65,477
200 Data Collection	-	-	-	-	248,804	15,039	-	-	-	-	-	-	-	-	50,000	12,500	-	-	306,343	298,804	7,539
300 TIP	45,000	2,720	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47,720	45,000	2,720
400 RTP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	450,000	112,500	-	-	562,500	450,000	112,500
500 Special Project Planning	-	-	-	-	20,000	1,209	-	-	109,500	6,619	-	-	-	-	135,665	33,916	105,098	26,275	438,281	370,263	68,018
600 Environmental Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
700 Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
total	558,765	33,775	153,751	9,294	268,804	16,248	95,847	23,962	109,500	6,619	-	-	4,419	-	640,333	160,083	105,098	26,275	2,212,771	1,936,516	276,255

	STBG	STBG Match	PL	PL Match	CRP	CRP Match	SPR	SPR Match	FTA 5305D	FTA 5305D Match	FTA 5305E	FTA 5305E Match	PL- SATO	PL SATO Match	Consolidated Planning Grants-transit	Planning Grants Match	TA	TA Match	Total	Total Federal	Total Local
100 Administration	100,135	6,033	2,643	301	-	-	43,351	10,404	104,169	6,297	2,643	529	3,937	-	-	-	-	-	280,442	256,878	23,440
200 Data Collection	-	-	-	0	90,000	5,422	-	-	-	-	-	-	-	-	-	-	30,000	1,813	127,236	120,000	7,236
300 TIP	66,905	4,031	-	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70,936	66,905	7,236
400 RTP	66,905	4,031	-	0	-	-	35,370	8,489	-	-	-	-	-	-	-	-	-	-	114,795	102,275	8,489
500 Special Project Planning	183,810	11,074	56,443	6,435	94,100	5,669	-	-	95,247	5,757	250,000	50,000	-	-	350,000	21,156	752,500	45,485	1,927,676	1,782,100	100,091
600 Environmental Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
700 Capital Expenditures	100,000	6,025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	106,025	100,000	6,025
total	517,755	31,194	59,087	6,736	184,100	11,092	78,721	18,893	199,416	12,054	252,643	50,529	3,937	-	350,000	21,156	782,500	47,298	2,627,110	2,428,158	152,516

Chapter IV MPO WORK ELEMENTS

The MPO Work Elements Section consists of descriptions of the major work products and tasks the MetroPlan proposes to undertake.

Work Element 100: Administration

Description

The administration section describes task functions required to manage the transportation planning process on a continual basis including program administration, development, review and reporting, anticipated staff development and an annual audit as required by **23 CFR 420.121(c)**. The annual audit shall be performed in accordance with **49 CFR 18.26, and OMB 2 CFR 200**.

Purpose

Administer the MPO and its work program in a manner that:

1. Maintains the region's eligibility to receive federal transportation capital and operating assistance, and
2. Provides a continuous, cooperative, and comprehensive transportation planning process throughout the region.
3. Delivers on the MetroPlan Mission, Vision and Strategic Plan

FY 202~~6~~⁴ and 202~~5~~⁷ Goals and Objectives

- Manage the implementation of tasks within the FY 202~~6~~⁴ and FY 202~~7~~³ UPWP and submit quarterly reports
- Prepare and review requests for proposals, contracts, quarterly progress reports and invoices, maintain membership lists, prepare meeting agendas, maintain and update a website, and record meeting minutes of Technical Advisory Committee, Management Committee (as needed) and Executive Board meetings (monthly)
- Monitor best practices for transportation planning through industry associations such as TRB, AMPO, APTA, AASHTO, etc.
- Participate in meetings, workshops, and conferences in order to stay current on innovative planning and leadership techniques.
- Host or co-host/ sponsor symposiums or summits on current regional issues for outreach and/or education purposes.
- Assist member jurisdictions with MPO related activities, including orientation sessions.
- Make changes in the planning process as a result of changes to transportation legislation that may occur during the fiscal year.
- Prepare the Fiscal Year 202~~6~~⁴ and FY 202~~5~~⁷ Work Program by May 202~~3~~³
- Monitor and revise as needed, administrative, contractual, technical and review procedures and agreements to fulfill the UPWP.
- Prepare annual Title VI Report for submission to ADOT by August of each year.
- Conduct annual Title VI training

Formatted: Not Expanded by / Condensed by

- Disseminate relevant disadvantaged business enterprise and other information to targeted parties as required.
- Adopt a revised and updated Public Participation Plan ~~by biannually December 2023~~
- ~~Hire an Administrative Assistant and Clerk of the Board.~~
- ~~Consider contract for financial services.~~
- ~~Update Internal Controls.~~ Conduct and respond to annual single audit.
- ~~Provide oversight of subgrantees~~
- Proactively develop a transportation legislative agenda for the region.
- ~~Education of policy makers on Arizona transportation needs and those in the MetroPlan region including hosting of the Arizona Transportation Policy Summit, including travel of Board members who may be elected.~~
- ~~Travel to support educational events and learn best practices, including the travel of staff, Board members who may be elected officials, TAC, and Management committee members. Travel may exceed \$5,000 per trip or event. Events include the Arizona Policy Summit, Association of Metropolitan Planning Organizations Conference, Safe Routes to School Conference, and National Association of Transportation Officials.~~
- ~~Oversight of subrecipient activities~~

Formatted: Not Expanded by / Condensed by

FY 202~~62~~ and FY 202~~73~~ Outcomes and End Products

- Timely submission of quarterly progress reports.
- Timely submission of quarterly invoices.
- Properly noticed and documented public meetings .
- Submit annual Title VI Report in August of each year.
- Complete UPWP amendments as needed and update annually.
- Maintain compliance with all grant requirements.
- Support ~~Mountain Line's 5305e Transit Projects~~subgrantees.

Consultant Activities:

Accounting and audit services

Legal Services

Work Element 200: Data Collection

Description

Maintain a current inventory of data to support transportation planning and facility/system design. Monitor congestion, safety and changes in travel patterns in the region.

Purpose

Collect, analyze and report on data that:

- 1) Meets federal and state mandates; and
- 2) Supports the approved work program

FY 202~~64~~ and 202~~75~~ Goals and Objectives

- Collect the required data for all universe road and street section records in the Highway Performance Monitoring System (HPMS) database that are functionally classified above local, respecting ADOT's preferred collection schedule.
- Maintain a current inventory of the MetroPlan's functional classification of roadways and urban boundaries, according to federal regulations and state procedures.
- Update the transportation model and determine how MetroPlan will collaborate with its partners on data collection ~~partnership, i.e. Streetlight or another vendor~~
- Consider creation of web-based performance dashboard including associated data management for federal mandates and other needs.
- Adopt and monitor performance measures, including ADOT performance measures, Mountain Line performance measures and new items those related to greenhouse gases and other emissions.
- Update demographic data annually.
- ~~Work with partners to establish practices associated with VMT-Calculator Tool. Develop data need to create and maintain Safe Streets Master Plan.~~
- Further refine safety and crash data associated with SS4A grant.
- Develop and report on key performance indicators for the organization.

FY 202~~64~~ and FY 202~~75~~ Outcomes and End Products

- General data collection (variable).
- Document completion of HPMS Data Entry, meeting ADOT's schedule.
- Provide a functional classification report as needed.
- Quarterly key performance indicators report
- ~~Provide an annual Mobility Report Card in June of each year.~~

Formatted: Not Expanded by / Condensed by

Consultant Activities:

Multimodal Traffic Counts
Modeling Support

Work Element 300: Transportation Improvement Program (TIP)

Description

In cooperation with the State and regional public transit operators prepare and update a TIP no less than once every four years. The TIP shall include all projects requiring FHWA and FTA approval; include a priority list of projects to be carried out in the first four (4) years; identify each project or phase; identify carry-forward funding, identifying funding source(s), and be financially constrained.

The Transportation Improvement Program (TIP) includes Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) final program of projects for section 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.

Purpose

To create a TIP that:

- 1) Provides a reasonable opportunity for public comment.
- 2) Supports the policies of the MetroPlan Regional Transportation Plan.
- 3) Coordinates local capital programs.

FY 2024~~6~~ and 202~~5~~7 Goals and Objectives

- Use of the E-STIP for annual submittal and for amendments.
- Develop redundancy in TIP/ STIP process knowledge within the organization.
- Develop list of all capital project needs in region, prioritize for a variety of funding sources including federal grant applications, state highway funds, and local funds.
- Adopt TIP every two years. Maintain amendments on website.
- Amend TIP as needed to support grant applications.

FY 202~~6~~2 and FY 202~~3~~7 Outcomes and End Products

- Timely ability to apply for and obligate grants.
- Use of E-STIP for each step.
- Documentation within the TIP of compliance with ADOT and Mountain Line performance targets.

Consultant Activities:

None

Work Element 400: Regional Transportation Plan (RTP)

Description

Update the Regional Transportation Plan (RTP) every 5 years in air quality attainment areas covering at least a 20-year planning horizon and include long-range and short-range strategies that lead to an integrated intermodal plan; a financial plan that compares estimated revenues with costs of construction, maintenance, capital purchases and operations; consider the planning factors, and provide an opportunity for public participation. Participate in relevant Statewide long range planning efforts such as transit, freight, etc. Document within the RTP for compliance with ADOT and Mountain Line performance targets.

Purpose

To provide the long-term vision and direction for short and mid-term actions and capital investments.

FY 202~~46~~⁶⁴ and 202~~57~~⁵⁷ Goals and Objectives

- Submit MetroPlan RTP amendments as needed.
- ~~Support Statewide Rail Plan as needed.~~
- Work on implementation of Stride Forward concepts.
- Begin Safe Streets Master Plan planning effort which will serve as the next RTP including lists of prioritized projects. .

Formatted: Font: Symbol

FY 202~~64~~⁶⁴ and FY 202~~57~~⁵⁷ Outcomes and End Products

- Conduct scoping, procurement, background and data collection.
- Develop Complete Streets Guidelines and layer network
- ~~Budget appropriate funds to remain prepared for RTP update and RTP amendments in April of each year.~~
- Submit RTP amendments as needed.
- Record nNumber of projects from Stride Forward Implemented.

Formatted: Font: Symbol

Consultant Activities:

~~None~~Delivery of Safe Streets Master Plan

Work Element 500: Special Project Planning

Description

Produce various regional, corridor, and sub-area planning studies and special projects within the region in consultation with the state, local, and transit operators.

Purpose To integrate land use planning with MPO's transportation planning process to ensure the successful implementation of the MPO's Long-Range Transportation Plan and to provide or develop unique analysis or tools that will assist the MetroPlan and their member agencies in the resolution of existing transportation challenges or to advance regional planning. To move the region toward achievement of ADOT and Mountain Line performance targets adopted by MetroPlan.

FY 2026~~4~~ and 2027~~5~~ Goals and Objectives

- Provide input on and support Transit plans and studies.
- Provide input on and support 5310 Program Coordination.
- Deliver 5305(e) Transit Projects, including Creative Local Match, ~~and~~ Transit into Code, Transit Access Study, Operational Assessment and AzTA Communications Plan.
- Provide input on Neighborhood Planning efforts in region.
- ~~Provide input on J.W. Powell Boulevard Corridor Master Plan.~~
- ~~Provide support on Lone Tree Corridor Coordination.~~
- Provide leadership and support in submitting grants and obtaining funding for priority projects in region.
- Complete the Regional Strategic Transportation Safety Plan/Vulnerable Roadway Users Plan ~~by 2024~~.
- Update the Regional Transportation Safety Plan in collaboration with NACOG and CYMPO.
- Provide input and plan review of Transportation Impact Analysis.
- Provide input on regional freight planning and economic development activities related to freight as needed.
- Participate in and support NAU transportation planning efforts including update of CRANC tool.
- Apply for and initiate ~~bike and ped~~ grants that support transit-multimodal connectivity.
- Cooperate with the City and County on the update to the Regional Plan.
- ~~Support the Downtown Mile design and construction.~~
- ~~Develop-Finalize~~ West 66 Corridor ~~Master Plan~~Operational Assessment.
- ~~Develop Regional Safety Plan and Vulnerable Users Plan.~~
- Develop a Safe Routes to School program
- Identify missing Safe Routes to School infrastructure and conduct preliminary engineering on priority projects.
- Create a clear prioritization of regional projects with an emphasis on safety and creating access for all modes

Formatted: Font: Symbol, Not Expanded by /
Condensed by

FY 2026~~4~~ and FY 2027~~5~~ Outcomes and End Products

- Complete ~~a~~-West Route 66 Corridor ~~Master Plan~~Operational Assessment.
- Adopt a Creative Local Match Plan.
-
- Modify City code to better include and incentive multimodal transportation options though Transit into Code Study.

Formatted: Font: Symbol, Not Expanded by /
Condensed by

- Complete SS4A Planning grant activities under the Vulnerable Roadway Users Plan and submit for demonstration~~implementation~~ project.
- Support Mountain Line in implementation of tax increase through Transit Access Study and Operational Assessment.
- Implement a Safe Routes to School program and apply for construction of priority projects.

Consultant Activities:

- ~~CRP funds in the amount of \$490,000 will be provided to the City of Flagstaff via an intergovernmental agreement for planning of the Downtown Mile.~~
- CRP funds will be used to support TDM Program education and encouragement activities.
- Transit Access Study
- Safe Routes to School Infrastructure planning and design
-
- ~~GIS Support.~~

Formatted: Font: Symbol

Formatted: Font: Symbol

Formatted: Font: Symbol

Work Element 600: Environmental

Description

Conducting environmental process comply with guidelines set forth by the U.S. Department of Transportation (DOT).

Purpose

To assist the region and its partner agencies in achieving and maintaining compliance with rules and regulations and to achieve higher states of readiness for delivery of federal projects.

FY 2024~~6~~ and FY 2025~~7~~ Goals and Objectives

- No major activities expected.

FY 2024~~6~~ and FY 2025~~7~~ Outcomes and End Products

- No major activities expected.

Consultant Activities:

None

Work Element 700: Capital Expenditures

Description

Purchase capital equipment and provide construction as needed to meet the responsibilities of the MetroPlan.

Purpose

Support the operations of the organization with capital needs.

FY 202~~4~~⁶ and 202~~7~~⁵ Goals and Objectives

~~Office Equipment to outfit new location at the Downtown Connection Center~~
~~No capital expenditures are anticipated.~~

FY 202~~6~~⁴ and FY 202~~7~~⁵ Performance Measures and End Products

~~No capital expenditures are anticipated.~~
~~Ergonomic workstations, IT equipment and Signage for public.~~

Consultant Activities:

None

APPENDICES & REFERENCES

MPO WORK ELEMENTS

The MPO Work Elements Section consists of descriptions of the major work products and tasks the MetroPlan proposes to undertake.

100. Administration

The administration section describes task functions required to manage the transportation planning process on a continual basis including program administration, development, review and reporting, anticipated staff development and an annual audit as required by **23 CFR 420.121(c)**. The annual audit shall be performed in accordance with **49 CFR 18.26, and OMB Circular 2 CFR 200**.

Administration also includes MetroPlan responsibilities for public participation processes. Federal legislation requires MPOs to include provisions in the planning process to ensure the involvement of the public in the development of transportation plans and programs including the 25-year Long-Range Transportation Plan, and the 4-year Transportation Improvement Program. Following that review period, at least one Public Hearing will be held prior to the adoption of the work program. The MPO will use local and regional newspapers to notify the public of the seven-day review period and date, times, and location of the public hearing.

200. Data Collection

Maintain a current inventory of data to support transportation planning and facility/system design. Monitor congestion and changes in travel patterns in the region. The following information should be part of the Task Sheet for Data Collection:

Highway Performance Monitoring System (HPMS) Data

Collect the following data for all universe road and street section records in the HPMS database that are functionally classified above local;

Name of road and beginning and ending termini;

Jurisdiction responsible for ownership;

Jurisdiction responsible for maintenance;

Facility type (one-way/two-way road or street);

Section length (mileage);

Number of through lanes;

Type of surface;

Raw 24-hour traffic counts, factored average annual daily traffic (AADT) volumes, or AADT volume estimates. Traffic counts should be collected on every section in a three-year cycle. If reporting raw traffic figures the month and date should be reported.

For each member agency, update the following data for all roads and street records in the HPMS database that are functionally classified as Local.

Aggregate length in miles;

AADT Volume Range;

Type of surface, Paved or Unpaved.

Collect supplementary data items to update all sample section records in the HPMS database annually, as specified by the ADOT Data Management and Analysis Section.

Ensure all HPMS data is input into the HPMS Internet System for ADOT review:
The HPMS Internet System is a web-based application that provides a venue for which statewide member agencies will update and submit their HPMS data to ADOT through each respective COG office.

Coordinate with the ADOT Data Management and Analysis Section to receive and present training on data collection for local jurisdictions, by January of each year.

Notify ADOT GIS Section when modifications are suggested or needed to universe or sample section records as a result of project completions or other capital improvements.

Submit all required data listed above to the ADOT Data Management and Analysis Section by March 15. Adhere to other data element deadlines as specified by the ADOT Data Management and Analysis.

Maintain the computer hardware and software necessary to carry out this Work Element, as approved by ADOT and FHWA.

Functional Classification:

Maintain a current inventory of the MPO region's functional classification of roadways and urban boundaries, according to federal regulations and state procedures.

Create and/or maintain an inventory of basic centerline data for federally functionally classified roads (collector and above classifications) over a three-year cycle and update the inventory annually. Submit all data to the ADOT Data Management and Analysis/GIS Section.

Process proposed changes in classification through the ADOT Regional Planner and ADOT Data Management and Analysis/GIS Section. Based on roadway classification, verify that projects identified for the TIP are eligible for federal funding.

Air Quality Standards:

Coordinate with ADOT Data Management and Analysis/Air Quality staff to comply with requirements regarding nonattainment areas that do not meet the National Ambient Air Quality Standards. All regionally significant projects with a classification of minor arterial and above and some transit projects may require an air quality conformity analysis.

ADOT staff will provide guidance on the appropriate methodology and processes.

Data for Population Projections and Estimates:

Ensure that population data from the MPO region is collected according to requirements of the Arizona Department of Commerce.

Actively participate in the Department of Commerce Council for Technical Solutions and Arizona Futures Commission.

Work with local jurisdictions to ensure that data required for the preparation of population estimates and projections are collected and submitted to the Department of Commerce by the prescribed due date.

300. Transportation Improvement Program (TIP)

Each MPO, in cooperation with the State and its public transit operators will prepare and update a TIP no less than once every four years. The TIP shall include all projects requiring FHWA and FTA approval; include a priority list of projects to be carried out in the first four (4) years; identify each project or phase; identify carry-forward funding, identifying funding source(s), and be financially constrained. The TIP development process must provide a reasonable opportunity for public comment. Highway and transit projects must be selected in accordance with the specific funding programs.

400. Regional Transportation Plan

Title 23 CFR 450, Subpart C, addresses metropolitan planning requirements. Each MPO must update the Long-range Transportation Plan (LRTP) every 4 years in air quality non-attainment or maintenance areas, or every 5 years in air quality attainment areas. The LRTP must: cover at least a 20-year planning horizon, include long-range and short-range strategies that lead to an integrated intermodal plan; include a financial plan that compares estimated revenues with costs of construction, maintenance, capital purchases and operations; consider the planning factors, and provide an opportunity for public participation.

500. Special Project Planning

MPOs should undertake various regional, corridor, and sub-area planning studies within the region in consultation with the state, local, and transit operators in an effort to integrate land use planning with MPO's transportation planning process to ensure the successful implementation of the MPO's Long-Range Transportation Plan. This Work Element will cover all projects that do not fit into other elements including road, bike, pedestrian and transit planning.

The MPO will develop a transportation plan for its metropolitan planning area every 4 years (see work element 400) and will take into consideration projects and strategies that will:

- Support economic vitality;
- Increase the safety of the transportation system;
- Increase accessibility and mobility;
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote local planned growth;
- Enhance the integration and connectivity of the transportation system;
- Promote efficient system management and operation;
- Emphasize the preservation of the exiting transportation system.

The MPO will provide increased emphasis on issues related to alternative modes and regional inter-modal connectivity including but not limited to:

- Local bus, express bus, and regional transit services;

- Pedestrian and bicyclist facilities/network;
- Commercial freight movers (truck, rail, and air);
- Connections between modes of travel;
- Maintaining the system in a state of good repair.

600. Environmental Overview

On June 16, 2009, EPA joined with the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Transportation (DOT) to help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities nationwide. Through a set of guiding livability principles and a partnering agreement that will guide the agencies efforts, this partnership will coordinate federal housing, transportation, and other infrastructure investments to protect the environment, promote equitable development, and help to address the challenges of climate change.

Livability Principles:

- Provide more transportation choices.
- Promote equitable, affordable housing.
- Enhance economic competitiveness.
- Support existing communities.
- Coordinate and leverage federal policies and investment.
- Value communities and neighborhoods.

700. Capital Expenditures

FHWA will, on a case-by-case basis, allow MPOs to purchase equipment as a direct expense with PL funds. Equipment is defined as any tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of greater than \$5,000 or more per unit. Approval by the FHWA and ADOT is not required for equipment costs under \$5,000. However, these items should be programmed and itemized in the applicable WP tasks along with the associated local match. All proposed equipment purchases must comply with **2 CFR Part 200**, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and ADOT policy **FIN-11.08** Federal Property Management Standards.



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 6, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Aubree Flores, AmeriCorps Transportation Planner Intern

SUBJECT: Consider Adoption of Fiscal Year 2026 Title VI Plan

1. RECOMMENDATION:

Staff recommends the Board adopt the FY26 Title VI Plan.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2: Deliver Plans that Meet Partner and Community Needs

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

3. BACKGROUND:

MetroPlan operates primarily with federal funds. Compliance with Title VI of the Civil Rights Act to assure non-discrimination in the use of those funds is a requirement to receive those funds. The Title VI Plan documents steps taken by MetroPlan to comply with Title VI and future actions to improve or maintain performance.

FY26 Updates included:

- Updates to staff contacts
- Updates to TAC member profiles
- Updates to the demographic stats of the region
- Updates to demographic maps of the region
- Addition of FY 2025 map of projects in progress



METROPLAN

GREATER † FLAGSTAFF

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC recommended adoption of the Title VI Plan. However, ADOT subsequently requested additional changes that were made after the TAC approved the plan. The majority of changes provided additional clarification on the process. The Management Committee was not presented this item prior to the release of packets. Any substantive comments will be shared with the Board at the meeting.

5. FISCAL IMPACT:

The fiscal impact is nominal, including staff time for recording data, posting information, and communicating with relevant parties. Federally funded FHWA and FTA programs are required to have an annually updated Title VI plan.

6. ALTERNATIVES:

1. **Recommended.** Adopt the FY26 Title VI Plan as presented. The draft plan is compliant with ADOT and federal requirements and keeps compliant with the requirements of our funding.
2. **Not Recommended.** Modify the FY26 Title VI Plan as presented. The Board may wish to include additional actions to support Title VI objectives. However, public participation in projects may always exceed these standards but not drop below.
3. **Not Recommended.** Do not adopt the FY26 Title VI Plan as presented. This puts federal funding at risk.

7. ATTACHMENTS:

(Draft) FY26 Title VI Plan



Title VI & Environmental Justice Plan

RELATED TO FEDERALLY FUNDED TRANSPORTATION
PLANNING AND IMPROVEMENTS

Adoption by MetroPlan Executive Board
June 5, 2025

Table of Contents

I. Introduction.....	4
II. MetroPlan Organization & Program Administration	5
III. MetroPlan Title VI Goals & Strategies	10
IV. Program Compliance and Review.....	22
Assurances - Appendix A	26
Assurances - Appendix B.....	28
Assurances - Appendix C.....	29
Assurances - Appendix D	30
Assurances - Appendix E.....	31
Appendix A: Demographic Statistics of Flagstaff Metropolitan Area.....	34
Appendix B: Demographic Maps	35
Appendix C: ADA/Title VI Complaint Forms & Log.....	47
Appendix D: MetroPlan Title VI Nondiscrimination Notice to the Public.....	50

TITLE VI NONDISCRIMINATION POLICY STATEMENT

The Flagstaff Metropolitan Planning Organization (MetroPlan) ensures nondiscrimination compliance on the grounds of race, color, national origin, age, sex/ gender, gender identity or expression, sexual orientation, ability, limited English proficiency, or low-income status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 (Environmental Justice), Executive Order 13166 (Limited English Proficiency), Code of Federal Regulations 49 part 21, Code of Federal Regulations 23 part 200, and Code of Federal Regulations 49 part 303.

No person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any MetroPlan program or activity. Every reasonable effort will be made to ensure nondiscrimination in all of MetroPlan's programs and activities, whether those programs and activities are federally funded or not. MetroPlan's contractors must all comply with this policy.

MetroPlan program areas will work together to implement their mutual Title VI nondiscrimination responsibilities in all programs. Therefore, each MetroPlan program area will take responsibility for preventing discrimination and ensuring nondiscrimination compliance in MetroPlan programs and activities.

Kate Morley
Executive Director

Date:_____

MetroPlan Contact Information

Tami Suchowiejko
Business Manager/ Title VI Coordinator
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293

Mandia Gonzales
Transportation Planner/Title VI Liaison
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293
Mandia.gonzales@metroplanflg.org

Kate Morley
Executive Director
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293
kate.morley@metroplanflg.org

David Wessel
Planning Manager
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293
david.wessel@metroplanflg.org

Sandra Tavel
Transportation Planner/Grant Research & Writing
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293
sandra.tavel@metroplanflg.org

Kim Austin
Transportation Planner/Transportation Demand Management
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293
kim.austin@metroplanflg.org

Corey Cooper
Safe Routes to School Coordinator
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293
corey.cooper@metroplanflg.org

Montoya Fellow
Transit and Transportation Intern
3773 N. Kaspar Drive
Flagstaff, AZ 86004
928-266-1293

En español:

Para información en Español sobre los proyectos de planificación y transporte en su comunidad, póngase en contacto con:

Kate Morley, Director Ejecutivo
Teléfono: 928-266-1293
kate.morley@metroplanflg.org

I. Introduction

Flagstaff Metropolitan Planning Organization (dba MetroPlan) receives federal funding to conduct regional transportation planning and fund regional transportation improvements. As a result, MetroPlan is required to operate in a non-discriminatory manner per Title VI of the Civil Rights Act of 1964 and related Environmental Justice requirements. This updated Title VI Plan describes how MetroPlan will operate in compliance with these federal mandates.

Title VI of the Civil Rights Act of 1964 and Environmental Justice Explained

Section 601 of the Civil Rights Act of 1964 prohibits discrimination “on the basis of race, color, or national origin” in any “program or activity receiving federal financial assistance.” Subsequent legislation has extended the protections under Title VI of the Civil Rights Act to prohibit discrimination based on gender, disability, age, income status, and limited English proficiency. The Civil Rights Restoration Act of 1987 established that Title VI applies to all programs and activities of Federal-aid recipients, sub-recipients, and contractors, whether those programs and activities are federally funded or not.

In 1994, President Clinton issued Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. This Executive Order focused attention on Title VI by requiring that “each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.” This may include subgroups of elderly and disabled persons. MetroPlan will make every effort to consider the health, environment, and economic impact its activities may have on the communities and individuals within its regional area.

Statistical Data of Communities

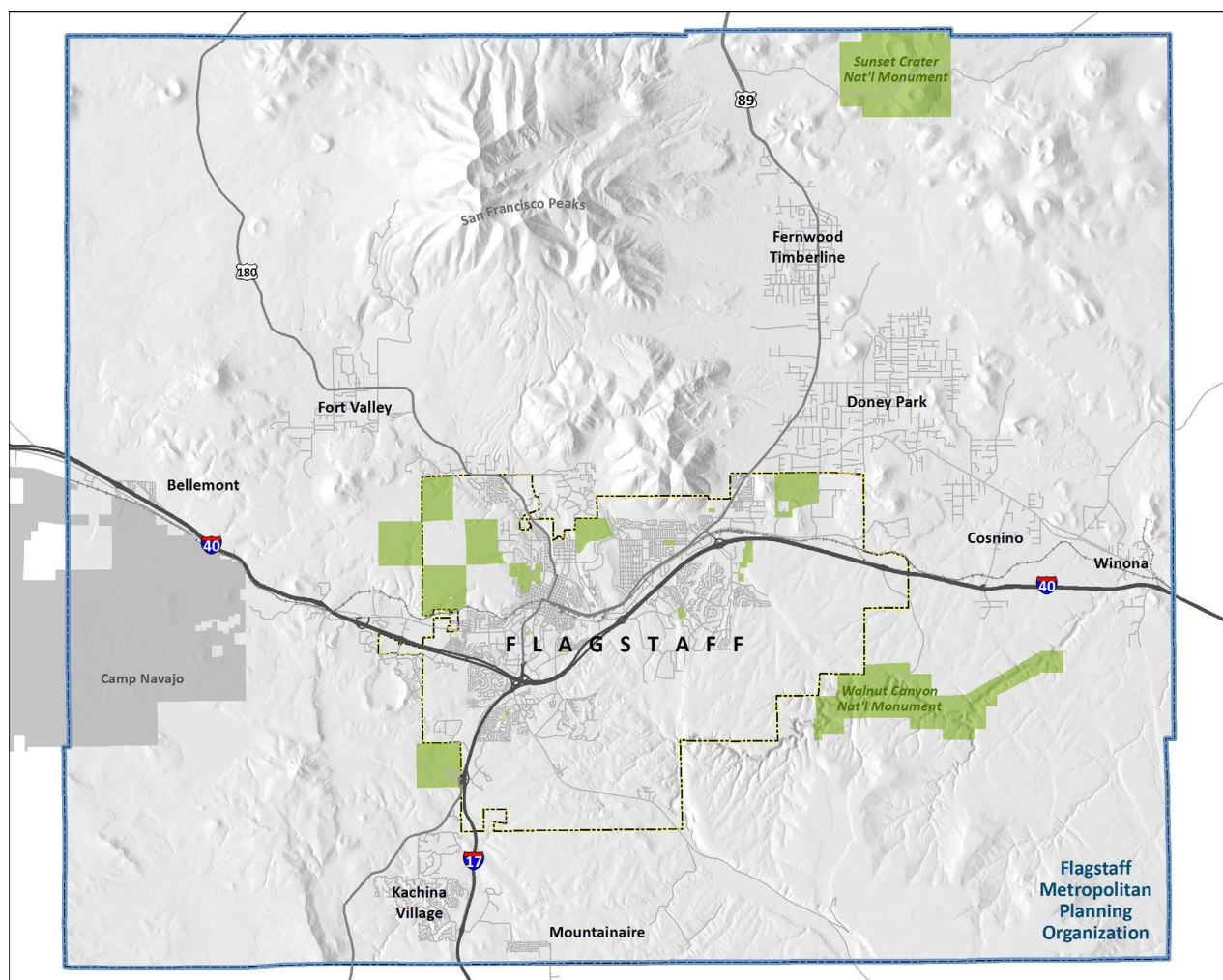
A statistical description of these populations, together with maps illustrating their distribution throughout the MetroPlan region, may be found in [Appendix A](#). Demographic data has been obtained from the American Community Survey database and is regularly used in the MetroPlan planning process.

II. MetroPlan Organization & Program Administration

General Organization

MetroPlan was established in 1996 as the Flagstaff Metropolitan Planning Organization with responsibility for transportation planning within the regional area generally described as the City of Flagstaff and the unincorporated communities of Belmont, Winona, Doney Park, Kachina, and Mountainaire and the state highway system within its boundaries. Federal regulations require that an MPO be designated to carry out a comprehensive, continuing, and coordinated transportation planning process for urbanized areas with a population of 50,000 or more. The region covered by MetroPlan is over 525 square miles and is shown on the following map.

Figure 1: MetroPlan Planning Boundary



MetroPlan Staff

The **Title VI Coordinator** for FY 2026 is Tami Suchowiejko. The Coordinator acts on behalf of MetroPlan's Title VI program as an interface to the State and Federal agencies regarding Title VI complaints and is the direct contact person for public complaint interaction. The Title VI Coordinator is under the supervision of the MetroPlan Executive Director, and the Coordinator is responsible for the overall administration of the Title VI Program, including Environmental Justice (EJ) and Limited English Proficiency (LEP) activities. This includes the following:

- Integrate data and feedback received from the liaison(s) into the Title VI Program.
- Aid in the development of procedures for processing internal and external discrimination complaints.
- Maintains a complaint log. Investigate Complaints against subcontractors and consultants. Oversees responses to complaints to ensure issues are resolved.
- Review and update the Title VI program annually and update the program as needed.
- Communicate significant Title VI issues with the Executive Director.
- Provide annual training to MetroPlan Staff, Technical Advisory Committee, and Executive Board. These trainings include updates to relevant Title VI data, processes, procedures, and LEP assistance.
- Ensure nondiscrimination in the agency.
- Ensure the agency's contracts contain the appropriate Title VI contract provisions.
- Collect and Analyze data to ensure nondiscrimination.
- Provide ADOT with the agency's Public Participation Plan, Limited English Proficiency Plan, and Title VI reports and yearly updates.

The **Title VI Liaison** for FY 2026 is Mandia Gonzales. The liaison reports to both the Executive Director and Title VI Coordinator. The liaison represents environmental quality, Native Nation communities, and transportation are responsible for the following:

- Ensure planning complies with Title VI.
- Serve as the central point of contact for the public on Title VI concerns and respond to questions and concerns in a timely manner. The liaison notifies the Title VI Coordinator of any unresolved issues and complaints.
- Analyze the effects of MetroPlan planning activities on protected Title VI groups and determine if there will be burdens, or a disproportionately high and adverse impact, and/or benefits to the Title VI communities of concern.
- Report Title VI data analysis and community feedback through MetroPlan Committee(s) process and document the findings. Report any impacts to the relevant community of concern as needed.
- Participate in Title VI training as needed.
- Support the Title VI Coordinator with annual analysis and reporting.

MetroPlan Staff

STAFF MEMBER	POSITION	RACE	SEX	ELECTED (YES OR NO)
Kate Morley	Executive Director	Caucasian	Female	No
Tami Suchowiejko	Business Manager	Caucasian	Female	No
David Wessel	Planning Manager	Caucasian	Male	No
Mandia Gonzales	Transportation Planner	Multi-Ethnic (2 or more races)	Female	No
Sandra Tavel	Transportation Planner	American Indian	Female	No
Kim Austin	Transportation Planner	Caucasian	Female	No
Corey Cooper	Safe Routes to School Coordinator	Caucasian	Male	No

MetroPlan Membership

MetroPlan is comprised of the City of Flagstaff, Coconino County, the Arizona Department of Transportation, and the regional transit provider, Mountain Line (Figure 2). MetroPlan works cooperatively with Northern Arizona University (NAU), which has representation on the Technical Advisory Committee (TAC) and Management Committee.

Minority Participation

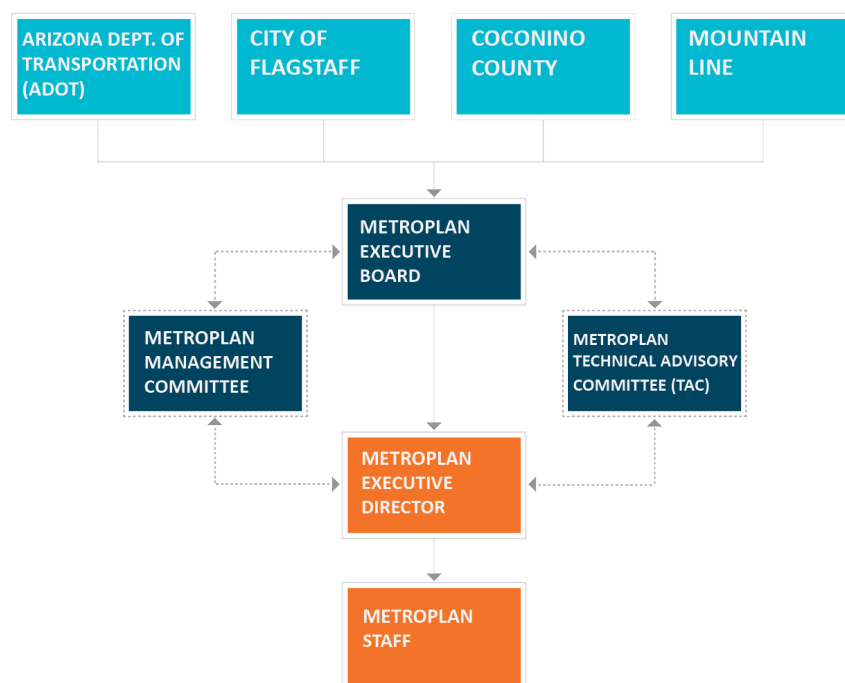
MetroPlan is governed by the Executive Board and advised by the Technical Advisory Committee (TAC).

Most board members on the Executive Board are elected officials appointed to serve by their respective governing bodies, and MetroPlan has little control over the election of the members. However, elections in the City and the County are non-discriminatory against minority groups. The County includes a Native American elections Outreach Program designed to engage minority voters in elections.

The TAC is comprised of non-elected members who obtain membership based on their professional positions within their respective agencies. All agencies represented in the TAC are equal-opportunity employers.

The Management Committee is made up of the Directors of Partner Organizations and is not a voting body.

MetroPlan Committee Structure



MetroPlan Executive Board

The MetroPlan Executive Board is the forum for cooperative decision-making on transportation-related matters. This seven-member board is comprised of elected officials from local government and one representative each from the Arizona State Transportation Board and Mountain Line (aka NAIPTA) Board of Directors. Board membership is based on resolutions passed by the City and County at the formation of the MPO and recently amended with the addition of Mountain Line to the Board.

The Executive Board provides policy guidance and direction for the metropolitan transportation planning process. The Executive Board will review and approve MetroPlan's Title VI Program Plan on June 6, 2024. Minutes from June 6, 2024, meeting indicating plan approval will be attached to the final version of this plan.

MetroPlan Technical Advisory Committee

The Technical Advisory Committee (TAC) is an advisory committee to the Executive Board. The nine-member committee is typically comprised of representatives of the County Engineer and Community Development Director from Coconino County; the City Engineer, Planning Director, and Transportation Services Manager from the City of Flagstaff; the District Engineer and Senior Transportation Planner from the Arizona Department of Transportation, the Mountain Line Deputy General Manager, and an appointee from NAU Facilities Department. Designees for these positions may attend and vote if appointed per the approved operating procedures.

COMMITTEE MEMBER	POSITION	RACE	SEX	ELECTED (YES OR NO)
Michelle McNulty <i>(Chair)</i>	City of Flagstaff Planning Director	Other	Female	No
Nate Reisner <i>(Vice-chair)</i>	Coconino County Assistant County Engineer	Caucasian	Male	No
Anne Dunno	Mountain Line Capital Division Manager	Caucasian	Female	No
Jeremy DeGeyter	ADOT Assistant District Engineer		Male	No
Paul Mood	City of Flagstaff Engineer	Decline to State	Male	No
Ruth Garcia	ADOT	Hispanic/Latino	Female	No
Jeff Bauman	City of Flagstaff Transportation Manager/Acting City Engineer	Caucasian	Male	No
Jess McNeely	Coconino County Community Development Assistant Director	Caucasian	Male	No
VACANT	Federal Highway Administration			

MetroPlan Federal Activity

MetroPlan is primarily funded with federal transportation taxes passed through the Arizona Department of Transportation. As such, MetroPlan is responsible for assuring non-discrimination per Title VI of the Civil Rights Act of 1964 and related authorities in its activities, including:

- Establishing an annual work program for regional transportation planning tasks;
- Performing strategic analyses and technical modeling of the transportation system;
- Establishing a fair and impartial setting for regional decision-making that includes federal, state, and local agencies dealing with transportation issues;
- Prioritizing transportation projects and developing a Metropolitan Transportation Improvement Program;
- Allocating state and federal funds for both capital and operating needs;
- Preparing financial analysis and project programming;
- Ensuring compliance with state and federal standards; and
- Providing opportunities for public involvement.

III. MetroPlan Title VI Goals & Strategies

MetroPlan is committed to preventing discrimination and to fostering a just and equitable society, and MetroPlan recognizes the key role that transportation services provide to the community. MetroPlan establishes the following basic principles to serve as overall objectives in implementing this Title VI program:

- Make transportation decisions that strive to meet the needs of all people.
- Enhance the public-involvement process to reach all segments of the population and ensure that all groups have a voice in the transportation planning process regardless of race, color, national origin, sex/gender, gender identity or expression, sexual orientation, age, disability, and income status.
- Provide the community with opportunities to learn about and improve the quality and usefulness of transportation in their lives.
- Improve data collection, monitoring, and analysis tools that assess the needs of, and analyze the potential impacts of transportation plans and programs on Title VI protected populations.
- Avoid disproportionately high and adverse impacts on Title VI protected populations.
- Comply with the requirements of Title VI and accompanying rules and orders.

MetroPlan Title VI Goals

MetroPlan will consider environmental justice through planning activity according to Federal legislation noted above. Furthermore, in order to involve and assist minority and low-income populations, MetroPlan will adhere to the Bipartisan Infrastructure Law (BIL) within the transportation planning process. A Public Participation Plan was adopted by the Executive Board in 2015 and subsequent amendments.

MetroPlan will hold public meetings in facilities that are Americans with Disabilities Act (ADA) compliant and ensure reasonable accessibility and accommodation to persons with disabilities. Further, to provide equally effective communication, upon request, MetroPlan will accommodate people requiring assistance, such as the hearing or visually impaired.

MetroPlan will assist persons with limited English proficiency (LEP) to participate in the transportation planning process. Staff will make every effort to provide interpreters and document translation, where feasible, upon request. Elderly people or non-vehicle households who are unable to attend meetings may request information from the MetroPlan office and have the requested materials delivered to their residences. MetroPlan staff are willing to go directly to groups to speak about transportation planning issues groups in an effort to eliminate participation barriers and involve citizens in the transportation process.

MetroPlan Title VI Strategies & Program Review

MetroPlan is responsible for conducting technical modeling of the transportation system; facilitating the interaction of federal, state, and local agencies dealing with transportation issues; leading the preparation of financial analysis and project programming; and providing opportunities for public involvement.

All persons living, working, conducting business in, or visiting the region are beneficiaries of the planning, coordination, and construction activities of the MetroPlan. MetroPlan does not construct projects; this activity is according to member agencies. The safe movement of goods and people is supported by providing and maintaining transportation networks and facilities.

As a result, MetroPlan is involved in three different phases of a program: (1) public involvement, (2) program development & planning, and (3) reporting and compliance. These three areas, together with general administration, are applicable to Title VI regulations and are referred to as the Title VI Program Areas.

Review schedule: The program areas are reviewed on the following schedule by the Title VI Program Coordinator to ensure their understanding of and compliance with Title VI and related authorities.

- January – MetroPlan Title VI training for Executive Board, Technical Advisory Committee (TAC), and Staff
- February/April - review the draft Unified Planning Work Program for Title VI compliance.
 - Review proposed tasks and activities and recommend corrections to strengthen Title VI compliance and goal achievement.
 - *Data collected includes demographic data that is updated each year based on the most current census data available and data available from optional surveys available at each public meeting.*
- March/April – work with MetroPlan technical staff to assess the impact of draft TIP projects on Title VI communities.
 - Comparison of projects against the most recent regional transportation plan that plan’s Title VI analysis
 - Assessment of individual projects for opportunities to avoid or mitigate impacts.
- April – review current year activities for Title VI compliance.
 - Planning and procurement contracts for Title VI language and FHWA assurances
 - Draft Title VI plan update and accomplishments report to meet checklist expectations.
 - Outreach to MetroPlan member legal offices regarding complaints.
 - Public involvement in advertising and record keeping.
- May – submit the initial Title VI Plan to ADOT for review and feedback.
- June– Title VI Plan Adoption
 - Present Title VI training materials at the regular meetings of the Technical Advisory Committee and Executive Board where the Title VI Plan is respectively recommended and adopted.

MetroPlan will review and conduct an internal program area review of Title VI Strategy Compliance annually prior to developing a draft work program.

General Program Administration

The following are the general Title VI responsibilities of MetroPlan.

Legal/Operational Guidelines

- MetroPlan Procedures Manual
- Mountain Line (NAIPTA) Employee Handbook as adhered to by MetroPlan

Elements of MetroPlan General Program Administration

Data Collection Procedures

Data collection is an important aspect of the MetroPlan Title VI and Environmental Justice plan. The collection of demographic information can assist in transportation planning to determine the impacts and benefits of potential projects.

Checking for environmental justice requires an examination of the distribution of benefits and burdens over time, space, and across various population groups. Demographic information can assist in identifying communities of concern. In addition, data collection can be used to develop outreach strategies and to monitor the effectiveness of outreach processes. Finally, data collection can be used to assess the demographic characteristics of those involved in the planning and decision-making process, including agency staff and policy and advisory committees.

In an effort to better integrate environmental justice into its work program, MetroPlan has developed a baseline demographic profile ([see Appendix A](#)), which presents key demographic data describing MetroPlan and identified population groups and communities to be considered for subsequent environmental justice analyses and activities. Demographic data about key populations is obtained through the U.S. Census and the American Community Survey database. Each year, Title VI liaison and planning staff update this demographic profile with the most recent census or survey data. This data is analyzed by Title VI Liaison as part of each plan or project.

MetroPlan collects data in the following program areas:

1. MetroPlan will continue to update the summary of the staffing composition of those involved in MPO activities and plans. The report shall include job classification, race, and gender. This report is updated annually by the Title VI Coordinator.
2. MetroPlan will establish a reporting mechanism that includes demographics for non-elected members of its policy and advisory committees, including the Executive Board and Technical Advisory Committee. The report shall include race and gender. This report is updated annually by the Title VI Coordinator.
3. MetroPlan will strive to collect demographic information on public participants. This shall be accomplished by summarizing results from comment/feedback forms that request demographic information from participants at public in-person meetings and workshops and public opinion polls. The submittal of demographic information will be voluntary.
4. MetroPlan will annually update a demographic profile of the MPO planning area using the most current and appropriate statistical information available on race, income, and other pertinent data. As new information becomes available, no less than annually, planning staff shall update the Demographic Profile of the MetroPlan planning area in order to provide an up-to-date baseline report documenting populations of concern for environmental justice analysis. The decennial census will be the primary basis of data.
5. All staff will routinely evaluate public participation in order to determine whether the outreach plan has been successful in recruiting participation among Title VI protected populations. Data is used to compare meeting attendee demographics with the demography of the state or areas affected.
6. MetroPlan staff will collect data from contractors and vendors relevant to achieving Disadvantaged Business Enterprise (DBE) goals. Information pertaining to the race and sex of the awardee relative to all bidders will be gathered through the AZ-UTRACS system and compiled on an annual basis. This data is collected as part of the procurement process and is usually managed by the Title VI Coordinator.
7. MetroPlan will collect data on the attendance of MetroPlan staff and relevant host-agency staff at Title VI training opportunities. Data is used to compare meeting attendee demographics with the demography of the state or areas affected. Title VI data is reported annually in the Title VI Report and the updated Title VI Plan. Title VI data is also incorporated, where appropriate, into MetroPlan's ongoing projects. The proximity of Title VI populations to MetroPlan projects is analyzed on an ongoing basis. Training data will be collected by the Title VI Coordinator, and project-specific data will be collected by the planning staff responsible for the project.

Contracts and Intergovernmental Agreements

MetroPlan facilitates the execution of intergovernmental agreements between MPO partners and the Arizona Department of Transportation in association with the distribution of Federal Surface Transportation Program-Urban (STP-U) funds for specific projects or activities. The standard language incorporated into these intergovernmental agreements requires that the partners comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work. This provision includes the nondiscrimination and environmental justice stipulations contained in Title VI of the Civil Rights Act and related authorities.

Training Program

The MetroPlan Title VI Program Coordinator will ensure training for MetroPlan employees and sub-contractors on Title VI and other Civil Rights statutes, either by developing and implementing its own training or by participating in training(s) provided by USDOT Agencies or FHWA. MetroPlan will continue to utilize ADOT (USDOT) opportunities to provide Title VI and Civil Rights training for its employees.

MetroPlan's Title VI Coordinator will ensure annual training to the Executive Board, Technical Advisory Committee, and MetroPlan staff. Training will include an overview of Title VI, and a review of MetroPlan's Title VI and Limited English Proficiency (LEP) plans with a special focus on Title VI community engagement, program area data collection, and complaint procedures.

Subrecipients and contractors will be invited to participate in training and provided MetroPlan's Title VI Plan with each new fiscal year.

Dissemination of Title VI Materials The MetroPlan Executive Director and Title VI Coordinator are responsible for oversight of the Title VI Plan. This includes disseminating Title VI program information to MPO employees, sub-recipients, contractors and beneficiaries. MetroPlan will display the updated Notice to the Public, which is posted on the MetroPlan website. The Notice to the Public and other materials are posted at the entrance to every in-person public meeting and in the MetroPlan workplace outside in the display case of the Mountain Line Offices, 3773 N. Kaspar Drive, Flagstaff, AZ 86004, where MetroPlan offices are housed. The Notice to the Public is included on every public agenda, which is displayed to the public and meeting attendees at the beginning of every meeting.

Title VI Plan/Annual Reports

ADOT requires MetroPlan to submit a new Title VI Plan annually in addition to an Accomplishments and Goals Report. The annual report will incorporate the data that MetroPlan has collected supporting the Title VI Plan, as well as accomplishments for the past year and plans for the current fiscal year. The MetroPlan Title VI liaison and Planning Manager are responsible for monitoring and compiling the accomplishment data for ADOT and USDOT to review, as well as ensuring the timely submittal of the Accomplishments and Goals Report and the Title VI Plan.

Subrecipient Review

At contract award, sub-recipients will be provided an updated Title VI plan and training provided by the Title VI Coordinator. FY23, MetroPlan had two subrecipients: Mountain Line and the City of Flagstaff. For FY24, it is anticipated to have the same subrecipients.

Legal/Operational Guidelines

- Our legal requirements are prescribed in the Bipartisan Infrastructure Law (BIL), Infrastructure Investment and Jobs (IIJA), preceding legislation (The Fixing America's Surface Transportation Act (F.A.S.T. Act)).
- The MetroPlan Public Participation Plan describes how MetroPlan will advertise opportunities for the public to become involved with regional transportation planning.

Public Participation Plan

MetroPlan is committed to proactive, ongoing public participation in transportation planning. In seeking public comment and review, MetroPlan makes a concerted effort to reach all segments of the population, including Title VI-protected populations.

Various methods to ensure public participation are included below.

Elements of MetroPlan Communications & Public Involvement

Website– MetroPlan maintains a website, www.metroplanflg.org, which is updated regularly. The site includes information on MetroPlan's responsibilities, programs, key products, meeting calendars, agendas, and minutes; contact information for staff, the Title VI Plan, complaint procedures, complaint forms, and a sign-up form for e-mail notifications.

Social Media – MetroPlan maintains presence on Facebook and Instagram, which is updated regularly and used to educate, encourage behavior change, promote internal and external regional transportation projects, promote outreach events, surveys, and other activities where the public can meet us in person.

Publications – Each year, MetroPlan issues publications, reports, and maps as part of the agency's work program and responds to and processes data requests. The information can be accessed by the public through the MetroPlan website.

Press Releases – Press releases are routinely sent to various local media outlets – daily and weekly newspapers (including the local Spanish language newspaper), TV stations, and radio stations.

Open Meeting Law – MetroPlan Executive Board and Technical Advisory Committee meetings are open to the public. When meetings are held virtually, meetings are available both on the web and with a call-in-only option. Meetings are organized in ways to encourage opportunities for the public to participate. Time for citizen comments is reserved at the start of all meetings. Meeting dates and times are posted in advance on the MetroPlan website and the public meeting board in MetroPlan's office at Mountain Line headquarters. In-person meeting locations are always near transit services and are wheelchair-accessible (WCA). Interpretation services can be provided when requested or a need is anticipated.

Opportunities for Public Comment – MetroPlan provides opportunities for comment on the adoption of amendments to transportation plans or programs. Comments are accepted by phone, e-mail, US mail, through online forms, and in person at any of the meetings. Public comment periods are advertised through e-mail notices, web, social media, and newspaper advertisements.

Staff Accessibility – Contact information for all staff is provided on the agency's website, on project fact sheets and brochures, and in meeting agendas. Staff attend public meetings and are available to answer questions and take comments.

Mailings – MetroPlan routinely uses e-mail to keep the public informed of the agency’s programs, public comment periods, meetings, and publications. MetroPlan maintains an e-mail list, including many points of contact with the community and faith-based organizations, senior, youth, minority, low-income, and other groups. MetroPlan may also publish updates on the City of Flagstaff Community Forum website, which currently has over 3,000 registered participants.

Events – Events such as workshops, open houses, and forums are held as needed.

Strategies for Engaging Title VI Protected Groups

MetroPlan is committed to actively engaging traditionally underrepresented populations, and the organization uses a variety of techniques to design and evaluate public involvement tools, including:

1. MetroPlan will continue to maintain distribution lists that contain community organizations, leaders, and religious organizations that are engaged in issues affecting Title VI protected populations. Community organizations and their leaders are invaluable in building communication between agencies and underrepresented groups. Community groups also provide access to individuals and can serve as forums for participation. Oftentimes these organizations reflect community-wide concerns and can advise an agency on useful strategies for interaction.
2. MetroPlan may send news releases to, and place advertisements in, minority newspapers and news outlets, as needed, as well as in free publications and other media outlets that may be accessed by Title VI protected populations when a call for public comment is needed. Alternatively, an advertisement for public comment may include a tagline in Spanish that translation services are available upon request. This would include the RTP, TIP, and other plans affecting vulnerable populations.
3. MetroPlan will evaluate its meeting times and locations to ensure opportunities for a broad audience to attend. This would include, but not be limited to, assuring that the locations of public meetings are close to transit lines, are accessible to the disabled, and are held at a variety of times to provide the widest opportunity for involvement. Additionally, virtual meetings are available via live Microsoft Teams and are posted on our website following each meeting.
4. MetroPlan will annually evaluate the effectiveness of all communications and public involvement efforts and make appropriate adjustments to its public involvement strategy. As part of this effort, MetroPlan will make efforts to contact different community groups to determine whether any revisions are advisable.
5. MetroPlan will provide key technical information in a manner that facilitates easy review by populations who may be traditionally underrepresented or underserved by existing transportation systems. This may include the provision of information to sight-impaired persons, non-English speakers, or persons without extensive formal schooling.

Limited English Proficiency Plan

Strategies for Engaging Individuals with Limited English Proficiency

MetroPlan has evaluated the language proficiency of residents within MetroPlan boundaries to determine whether language operates as an artificial barrier to full and meaningful participation in the transportation planning process. MetroPlan has used information from the 2019-2023 American Community Survey to

determine the extent of the need for translation services of its materials. The results of the analysis showed that approximately 2% of households speak English less than “very well”.

The MetroPlan policy for LEP is contained herein as follows:

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

LIMITED ENGLISH PROFICIENCY PLAN

Reviewed/Updated May 2025

- I. **PURPOSE:** The purpose of this General Order is to outline effective guidelines, consistent with Title VI of the Civil Rights Act of 1964, for department personnel to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Flagstaff Metropolitan Planning Organization (dba MetroPlan) recognizes the importance of effective and accurate communication between its personnel and the community that they serve. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit individuals with LEP from accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations. Hampered communication with LEP professionals and community members can present the MetroPlan with technical and ethical challenges. Ensuring maximum communication between public planning professionals and all segments of the region serves the interests of both parties.
- II. **POLICY:** MetroPlan’s policy is to take reasonable steps to provide timely, meaningful access to LEP persons to the services and benefits MetroPlan provides in all MetroPlan-conducted programs or activities. All personnel shall provide free language assistance services to LEP individuals whom they encounter or whenever an LEP individual requests language assistance services. Personnel will inform members of the public that language assistance services are available free of charge to LEP persons and that MetroPlan personnel will provide these services to them.

The steps taken will consider Department of Transportation guidance including:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to people's lives.
4. The resources available to the recipient and costs.

See analysis at the end of the LEP Plan.

III. DEFINITIONS:

- A. Executive Order 13166: a presidential Executive Order that states that people who have limited English proficiency (defined below) should be able to meaningfully access federally constructed and federally funded programs and activities.

- B. Limited English Proficiency: designates individuals whose primary language is not English and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing). Similarly, LEP designations are context-specific: an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.
- C. Primary Language: an individual's native tongue or the language in which an individual most effectively communicates. Personnel should avoid assumptions about an individual's primary language. For example, not all individuals from Central America speak Spanish fluently. Instead, some Central Americans may claim an indigenous language as their native tongue. Personnel should make every effort to ascertain an individual's primary language to ensure effective communication.
- D. Limited English Proficiency: designates individuals whose primary language is not English and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing). Similarly, LEP designations are context-specific: an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.
- E. Interpretation: the act of listening to communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.
- F. Translation: the replacement of written text from one language (source language) into an equivalent written text in another language (target language).
- G. Bilingual: the ability to use two languages proficiently.
- H. MetroPlan Authorized Interpreter: (MetroPlan AI) is a bilingual MetroPlan employee or contact who has been authorized to interpret for others in certain situations.
- I. MetroPlan AI List: is an accounting of MetroPlan personnel or contacts who are bilingual and are authorized to act as volunteer interpreters. The MetroPlan Administrative Assistant maintains the list.
- J. Four Factor Analysis: a method used by MetroPlan to ensure that meaningful access is provided to LEP individuals, including services for oral interpretation and written translation of vital documents.
- K. Safe Harbor Threshold: LEP language group that constitutes 5% of the population, or 1,000 individuals, whichever is less, of an area's populations are eligible to be served or likely to be affected and encountered.

IV. PROCEDURES FOR ACCESSING INTERPRETATION SERVICES:

A. MetroPlan Personnel Requesting Interpretation Services:

MetroPlan personnel in the field should take necessary steps to anticipate the need for interpretation services (such as attempting to identify the potential for encountering LEP

individuals and identifying their primary language) and contact the Administrative Assistant for assistance in requesting a MetroPlan AI.

Given an informal and non-controversial nature of a given outreach effort, MetroPlan personnel should first look to use family, friends, or bystanders for interpreting assistance. Barring exigent circumstances, MetroPlan personnel should not use minor children to provide interpreter services.

Given a controversial or more personal matter, MetroPlan staff should be aware that using family, friends, or bystanders to interpret could result in a breach of confidentiality, a conflict of interest, or an inadequate interpretation. In such cases, MetroPlan personnel are expected to follow the general procedures outlined in this Directive, however; exigent circumstances may require some deviations. In such situations, personnel are to use the most reliable, temporary interpreters available, such as bilingual MetroPlan personnel or citizens, including family, friends, and bystanders.

If no MetroPlan AI is available, MetroPlan personnel should utilize such services available to obtain the LEP individual's contact information, and general point of concern and follow up when more appropriate services are available.

B. Contracted In-Person Interpretation Services:

Contracted in-person interpretation services shall be available to all MetroPlan personnel when interacting with LEP individuals. The Administrative Assistant will be the central conduit for connecting personnel in the field to an appropriate interpreter.

Accessing Contracted In-Person Interpreters: MetroPlan personnel who believe they need this service will consult with the highest-ranking supervisor available. If the supervisor concurs, the MetroPlan personnel will contact the contracted in-person interpreter service, relay all information, and provide for appropriate scope of services and compensation.

NOTE: It is MetroPlan personnel's responsibility to develop and ask any questions. The interpreter's role is to serve as a neutral third party, taking care not to insert his or her perspective into the communication between the parties.

V. PROCEDURES FOR ACCESSING DOCUMENT TRANSLATION SERVICES:

Translation services for documents such as key public involvement products and outreach materials for translation shall be coordinated through the Administrative Assistant or Planning Manager in the case of a consultant contract.

VI. TRAINING CONCERNING LANGUAGE ASSISTANCE POLICY AND INTERPRETER SKILLS:

LEP Policies: MetroPlan will provide periodic training to personnel about MetroPlan's LEP policies, including how to access authorized, telephonic, and in-person interpreters. MetroPlan shall conduct such training for all employees and board members as part of the annual Title VI training for the Executive Board and Technical Advisory Committee.

VII. MONITORING AND UPDATING LANGUAGE ASSISTANCE EFFORTS:

- A. Community Review: MetroPlan shall assess demographic data, review contracted language access services utilization data, and consult with community-based organizations during the annual update of the Title VI report in order to determine if there are additional languages into which vital documents should be translated upon request.
- B. Tracking and Analysis of LEP Data: MetroPlan shall be responsible for assessing demographic data, reviewing contracted language access services utilization data, and consulting with community-based organizations to ensure that the MetroPlan is providing LEP persons with meaningful access to the services and benefits the MetroPlan provides in all MetroPlan-conducted programs or activities.

MetroPlan has utilized the principles of four-factor analysis to come to the following conclusions. The four-factor analysis will be done on a project-by-project basis:

1. **The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.** There are 137,808 people and 56,954 households in the MetroPlan Planning Region, according to the 2019-2023 American Community Survey (ACS) estimate. The Limited English Proficient (LEP) households is 4,898 or 3.6% of all people and 1,111 households or 2% of all households, with Spanish, or 1.8%, being the predominant language spoken by LEP households.
2. **The frequency with which LEP individuals come in contact with the program.** Transportation planning touches the lives of all persons in the MetroPlan member area. MetroPlan will make every effort to provide those who speak English “less than very well” the opportunity to participate in the planning process. Public Meeting Notices provide information on obtaining interpreter services.
3. **The importance of the service provided by the program to people’s lives.** MetroPlan activities are related to identifying and planning to fund future projects, which will then be implemented by its member agencies. These activities are vital and affect all people living in communities under the jurisdiction of MetroPlan.
4. **The resources available and the overall cost to MetroPlan.** MetroPlan has limited staff and financial resources. We have determined that the translation of large plan documents and maps is not warranted at this time, as the *Safe Harbor Law* triggers are barely attained. However, MetroPlan will provide translation services upon request with advance notice.

Program Development and Review

MetroPlan is involved in developing long- and short-range transportation plans to provide efficient transportation services to the Flagstaff urbanized area. In this role, MetroPlan is responsible for the preparation of the Regional Transportation Plan. As part of this work, MetroPlan performs a number of different planning functions, including:

- Establishing an annual work program for regional transportation planning tasks to be completed;
- Performing strategic analyses and technical modeling of the transportation system;
- Establishing a fair and impartial setting for regional decision-making that includes federal, state, and local agencies dealing with transportation issues;
- Prioritizing transportation projects and developing a Metropolitan Transportation Improvement Program (MTIP);
- Allocating state and federal funds for both capital and operating needs; and
- Preparing financial analysis and project programming.

It is imperative that MetroPlan consider the impacts of its transportation planning efforts on minority groups within the community, and MetroPlan strives to ensure these impacts are minimized.

Legal/Operational Guidelines

Primary legal and operational guidance is provided by:

- The Metropolitan Planning Organization (MPO) Regulations 23 CFR 450.
- The Bipartisan Infrastructure Law (BIL)

Nature of Planning Activities

The following describes some of the key planning and programming activities undertaken by MetroPlan:

Unified Planning Work Program: The Unified Planning Work Program (UPWP) is MetroPlan's biannual transportation planning work program. UPWP identifies the planning budget and the scope of planning activities that may be undertaken during the program year. MetroPlan develops the UPWP in cooperation with federal, state, and local jurisdictions and transportation providers. This document includes a description of planning tasks and an estimated budget for each task to be undertaken by the agencies participating in the MetroPlan metropolitan planning process.

The UPWP also serves as a budgeting reference for planning tasks funded by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) to meet F.A.S.T. Act requirements.

Metropolitan Transportation Improvement Program: The Metropolitan Transportation Improvement Program (MTIP) is a staged, short-range program of transportation improvements to be implemented during a four-year period. The MTIP is required by the U.S. Department of Transportation as a prerequisite for federal funding for street, transit, bicycle, and pedestrian projects. In addition to satisfying federal requirements, the MTIP serves as a comprehensive source of information on all regionally significant transportation projects planned by local jurisdictions and reflected by MetroPlan.

Regional Transportation Plan: MetroPlan is required to develop and regularly update a long-range transportation plan for the MetroPlan region. This plan must:

- Include a financial plan that demonstrates how the adopted plan can be implemented
- Have at least a twenty-year planning horizon
- Be updated every five years

Statewide Transportation Improvement Program (STIP): The Statewide Transportation Improvement Program, known as the STIP, is ADOT's five-year transportation capital improvement program. This document identifies the funding for and scheduling of, transportation projects and programs throughout the State. It includes projects on the federal, state, city, and county transportation systems, multimodal projects (highway, passenger rail, freight, public transit, bicycle, and pedestrian), and projects in the National Parks, National Forests, and Indian tribal lands. The MTIP is included in the STIP.

Strategies for Addressing Environmental Justice (EJ) in Planning Efforts

MetroPlan is committed to ensuring that these programs and plans meet the needs of all people in the region and avoid disproportionately high or adverse human health or environmental effects, including social and economic effects, on Title VI-protected populations. Although it is recognized that much of the evaluation of environmental justice issues will occur at the project planning level (which is the responsibility of the project proponent) rather than the overall transportation planning phase, MetroPlan can use a variety of techniques

to identify the risk of discrimination so that positive corrective action can be taken to serve as a building block in subsequent decision making and analysis. These measures include:

1. MetroPlan will document information used in identifying potential environmental justice issues as part of the Regional Transportation Plan effort and all other projects. The Title VI Liaison will work with the Planning Project Manager to ensure that the appropriate data analysis and corrective measures will take place for each project. The analysis will include an evaluation and discussion of the following:

- Identification of those areas within the MetroPlan region that contain higher than average concentrations of low-income, minority, or other protected populations as stipulated by the Executive Order on Environmental Justice (EJ) and Title VI provisions. To aid this effort, MetroPlan has prepared a demographic profile of the metropolitan planning area using census data to identify demographic features of different neighborhoods throughout the planning area ([see Appendix B](#)).
- Analysis of any disproportionately high and adverse impacts on different socio-economic groups will be conducted by comparing the plan impacts on the minority, low-income, senior, disabled, and other populations with respect to the impacts on the overall population within the MetroPlan region. GIS mapping can be used to overlay the locations of the transportation projects upon the EJ neighborhood map so that comparisons can be made between the distributions of projects across the two community types (EJ vs. non-EJ).
- Evaluation of mitigation measures that could potentially address adverse impacts, including avoidance, minimization, and opportunities to enhance communities and neighborhoods.
- Overview of the public participation process and efforts made to ensure that all groups within MetroPlan are involved in the decision-making or project information process through an effective and thorough public participation effort.

2. MetroPlan will solicit and consider input from all groups and citizens concerned with, interested in, and/or affected by its transportation plans or programs. Special attention will be paid to the needs of those that may be underserved by existing transportation systems. The Public Participation Plan above describes in detail the steps that will be taken to solicit input.

3. MetroPlan shall document in the annual report what changes have occurred as a result of public involvement with special emphasis on the involvement of Title VI protected populations.

4. MetroPlan will include evaluation criteria that address issues of environmental justice when awarding funds to local agencies for projects to include in the Metropolitan Transportation Improvement Program (MTIP) and Regional Transportation Plan. Potential criteria could include impact on accessibility and/or travel times to jobs or other activities, transit service provision, and the distribution of transportation funding and activities.

5. In support of this effort, MetroPlan will work to enhance its analytical capabilities to evaluate the long-range transportation plan and the transportation improvement program's impact on Title VI protected populations. Projects could include:

- Using modeling capabilities to evaluate accessibility by travel mode for various trip purposes.
- Evaluating the distribution of transportation projects or funds.

6. MetroPlan will function in its role as a regional coordinator to work with other agencies, if requested, in addressing environmental justice issues that may occur as part of MetroPlan-funded project development activities.

Review Procedures

MetroPlan contracts for some planning activities and obtains consultant support by using a Request for Proposal (RFP) or Request for Qualifications (RFQ) procedure. The requests are advertised, and a short list of qualified applicants is determined from the proposals submitted. A selection committee is formed, interviews with the short-listed consultants are held, and a consultant is chosen.

The consultants are required to conform to all Title VI and FHWA provisions, and those provisions are specifically included in the Request for Proposals and the Contract for Services.

The consultant shall comply with, at its own expense, the provisions of all local, state, and federal laws, regulations, ordinances, requirements, and codes that are applicable to the consultant as an employer of labor or otherwise. The consultant shall further comply with all laws, rules, regulations, and licensing requirements pertaining to its professional status and that of its employees and shall require the same compliance of partners, associates, subcontractors, sub-consultants, and others employed or retained by it rendering any services hereunder.

IV. Program Compliance and Review

MetroPlan assures that it will comply with all federal mandates related to non-discrimination and environmental justice associated with the receipt of federal assistance. The program will be administered through the offices and procedures laid out in this section. The Title VI Liaison coordinates the Annual Title VI training for staff and the Executive Board and reviews the Title VI Plan annually to ensure compliance. The review helps to identify patterns or trends that may exist and provides reminders as to the Title VI requirements of the organization. Non-compliance will result in additional training and depending upon the severity of the incident, additional action may be taken at the discretion of the Executive Director.

The Executive Director and MetroPlan Legal Counsel annually review the Title VI assurances. The Executive Director acknowledges through his/her signature that all assurances for MetroPlan will be met in the coming fiscal year.

MetroPlan Greater Flagstaff Title VI Assurances

The Flagstaff Metropolitan Planning Organization, dba MetroPlan (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration and Arizona Department of Transportation, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 5 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, and national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The
- Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 23 C.F.R. Part 200 Subchapter C-Civil Rights (Title VI program implementation and related statutes)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations."

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, 550. Policies, memoranda, and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or 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 DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federal Aid Highway Program.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 55 21.23 (b) and 21.23 (e) of 49 C.F.R. 5 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of finding source:

" MetroPlan, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give a reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, MetroPlan also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing Federal Highway Administration or Arizona Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration or the Arizona Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, Arizona Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

MetroPlan gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance

extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration and Arizona Department of Transportation. This ASSURANCE is binding on Arizona, other recipients, sub-recipients, subgrantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Federal Aid Highway Program the person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

MetroPlan

by _____

Kate Morley, Executive Director

DATE _____

Assurances - 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 including 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, or the Arizona Department of Transportation, 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 set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration or Arizona Department of Transportation 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 certify to the Recipient, the Federal Highway Administration, or the Arizona Department of Transportation, 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 or Arizona Department of Transportation, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with the request to any subcontract or procurement as the Recipient, the Federal Highway Administration, or the Arizona Department of Transportation 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 litigation to protect its interests the United States.

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
or
- b. the period during which the Recipient retains ownership or possession of the property.

Assurances - Appendix B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that MetroPlan will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways, and the policies and procedures prescribed by the Arizona Department of Transportation *Federal Highway Administration and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 5 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the MetroPlan all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto MetroPlan and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the MetroPlan, its successors and assigns. The MetroPlan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [1 (2) that the MetroPlan will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.*

Assurances - Appendix C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the MetroPlan to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

B. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, MetroPlan will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, MetroPlan will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the MetroPlan and its assigns*.

D. *Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Assurances - Appendix D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY
ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by MetroPlan pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of a breach of any of the above Nondiscrimination covenants, MetroPlan will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of a breach of any of the above Non-discrimination covenants, MetroPlan will thereupon revert to and vest in and become the absolute property of MetroPlan and its assigns. *Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Assurances - 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 nondiscrimination 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. 5 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, and national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 5 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. 5 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 5 794 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. 5 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC 5 471, 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. 55 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. 5 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).

MetroPlan Title VI Coordination and Administration

Compliance is ongoing and falls under the duties of the MetroPlan Executive Director. The MetroPlan Executive Director will be supported by the MetroPlan Business Manager, who also serves as Title VI Coordinator. Specific duties will fall to relevant MetroPlan staff and service providers, such as Legal Counsel.

Notice to the Public

MetroPlan has developed a bilingual notice to the public indicating the rights protected by Title VI, and this notice is displayed at the entrance to all public meetings (wherever they are held), in the MetroPlan workplace, on every public agenda, and on MetroPlan's website. The notice contains the contact information for MetroPlan's Title VI Program Coordinator. The notice is posted where MetroPlan is housed at the Mountain Line Offices, 3773 N. Kaspar Drive, Flagstaff, AZ 86004, in the display case outside the front lobby.

At virtual meetings, the public agenda is displayed at the beginning of the meeting and always includes the following language:

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 or by phone at 928-266-1293. 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.

The notice may be viewed in [Appendix D](#).

Compliance and Enforcement

MetroPlan will monitor shortcomings in the implementation of the MetroPlan Title VI and Environmental Justice Plan in two primary ways. First, the annual Title VI report will provide insight into the daily operations and work program elements regarding how well and effectively strategies are being applied. Second, MetroPlan will hire a CPA firm to complete an annual single audit when federal expenditures exceed \$750,000 in a year. An annual audit is performed to evaluate compliance with all applicable local, state, and federal regulations controlling expenditures. Results of these audits will be incorporated into the annual report and its Title VI goals for the forthcoming year. MetroPlan's first Single Audit

MetroPlan will ensure that any sub-recipients implement policies and procedures to comply with Title VI and related nondiscrimination authorities through sub-recipient. At the beginning of each fiscal year, MetroPlan shall require subrecipients to provide their Title VI Plan and complaint log to MetroPlan. FY24, MetroPlan had three subrecipients: Mountain Line, FTA funds, the City of Flagstaff, FTA Funds, Northern Arizona University, FHWA Funds. For FY25, it is anticipated to have the same subrecipients.

Complaint Process

Complaints should be submitted in writing to MetroPlan and signed. To have a complaint transcribed, call 928.266. 1293, the complaint will be sent to the complainant for signature. Complaints will be investigated by the Title VI Coordinator, including an interview of the complainant and a review of the subject of the complaint. A report shall be submitted to the Executive Director for their review within

60 days. MetroPlan annually reviews the complaint log. So far, no complaints have been filed to the knowledge of MetroPlan, but if a complaint did arise, the organization would work in a timely manner to address the complaint as thoroughly as possible. Any person who believes that he or she, either individually, as a member of any specific class of persons, or in connection with any minority contractor, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 or related authorities may file a complaint. The basis of the complaint must be (a) because of race, color, national origin, disability or (b) noncompliance with Title VI rules or guidelines adopted thereunder. Complaints must be submitted within 180 days of harm.

- Complaints based on *race, color, or national origin* and related to an **FHWA**-funded program area will be reported to the ADOT Civil Rights Office within 72 hours, and investigated by MetroPlan.
- Complaints based on *race, color, or national origin* and related to an **FTA**-funded program area will be reported to the ADOT Civil Rights Office within 72 hours, and investigated by MetroPlan within 60 days of receipt.
- [See Appendix C](#) for respective complaint forms and complaint log.
Complaints may also be filed with the agencies.

Si necesita información en español, comuníquese al 928-266-1293

The complainant may file a discrimination-related complaint on an FHWA program or activity directly with MetroPlan or ADOT or with the Federal Highway Administration by contacting the agencies at:

MetroPlan 3773 N. Kaspar Dr Flagstaff, AZ 86004 Email: planning@metroplanflg.org 928-266-1293	ADOT External Civil Rights 1801 W. Jefferson St., Phoenix, AZ 85007 Email: civilrightsoffice@azdot.gov 602.712.8946	Federal Highway Administration U.S. Department of Transportation Office of Civil Rights 1200 New Jersey Avenue, SE 8th Floor E81-105 Washington, DC 20590 Email: CivilRights.FHWA@dot.gov 202-366-0693 202-366-1599 FAX
---	---	---

For FTA funded programs or activities, the complainant may file a discrimination-related complaint directly with MetroPlan or with ADOT or the Federal Transit Administration by contacting the agencies at:

MetroPlan 3773 N. Kaspar Dr. Flagstaff, AZ 86004 Email: planning@metroplanflg.org 928-266-1293	ADOT External Civil Rights 1801 W. Jefferson St., Phoenix, AZ 85007 Email: civilrightsoffice@azdot.gov 602.712.8946	FTA Office of Civil Rights 1200 New Jersey Avenue SE Washington, DC 20590.
--	---	---

There have been no investigations, complaints, or lawsuits against MetroPlan FY 2024 or FY2025.

Appendix A: Demographic Statistics of Flagstaff Metropolitan Area

MetroPlan (FMPO) Environmental Justice Statistics ACS 2023										
	Flagstaff		Region (1)		Coconino County		Arizona		United States	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Population	76,333		95,845		144,643		7,268,175		334,914,896	
Households	27,815		35,278		53,642		2,796,790		145,333,462	
Age 65 and over	6,931	9.1%	10,766	11.2%	20,200	14.0%	1,349,934	18.6%	59,307,056	17.7%
White	44,318	58.1%	58,848	61.4%	75,884	52.5%	3,878,932	53.4%	202,651,652	60.5%
Pacific Islander	133	0.2%	133	0.1%	149	0.1%	13,016	0.2%	662,417	0.2%
Native American	9,055	11.9%	10,202	10.6%	35,078	24.3%	246,825	3.4%	3,341,333	1.0%
Black	1,451	1.9%	1,789	1.9%	2,130	1.5%	318,894	4.4%	40,619,972	12.1%
Asian	1,909	2.5%	2,180	2.3%	2,464	1.7%	242,881	3.3%	20,052,323	6.0%
Two or More Races	3,993	5.2%	4,932	5.1%	6,269	4.3%	283,393	3.9%	42,738,818	12.8%
Other Race	437	0.6%	469	0.5%	635	0.4%	28,464	0.4%	24,848,381	7.4%
Hispanic	15,037	19.7%	17,292	18.0%	22,034	15.2%	2,255,770	31.0%	65,140,277	19.4%
Below Poverty	12,516	16.4%	13,467	14.1%	23,485	16.2%	907,125	12.5%	40,763,043	12.2%
With a Disability	8,588	11.3%	10,595	11.1%	19,257	13.3%	970,404	13.4%	44,680,000	13.3%
No car households (2)	1,772	6.4%	1,823	5.2%	3,074	5.7%	151,776	5.4%	10,602,826	7.3%

MetroPlan (FMPO) Limited English Proficiency Households ACS 2023										
	Flagstaff		Region (1)		Coconino County		Arizona		United States	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total LEP	241	0.87%	1,334	3.78%	1,334	2.49%	97,290	3.48%	5,381,336	3.70%
Spanish LEP	184	0.7%	220	0.6%	220	0.4%	68,739	2.5%	3,186,816	2.2%
Indo_European LEP	0	0.0%	8	0.0%	8	0.0%	6,740	0.2%	833,954	0.6%
Asian Pacific Islands LEP	32	0.1%	88	0.2%	88	0.2%	11,805	0.4%	1,115,170	0.8%
Other LEP	25	0.1%	1018	2.9%	1,018	1.9%	10,006	0.4%	245,396	0.2%

NOTES:

(1) The region is represented by data for the Flagstaff Metropolitan Planning Region'

(2) Household Vehicle Data Determined by B08201: Household Size by Vehicles Available

A "limited English speaking household" is one in which no member 14 years old and over (1) speaks only English or (2) speaks a non-English language and speaks English "very well." In other words, all members 14 years old and over have at least some difficulty with English. By definition, English-only households cannot belong to this group.

Appendix B: Demographic Maps

Figure 2: Percent Race - Two or More

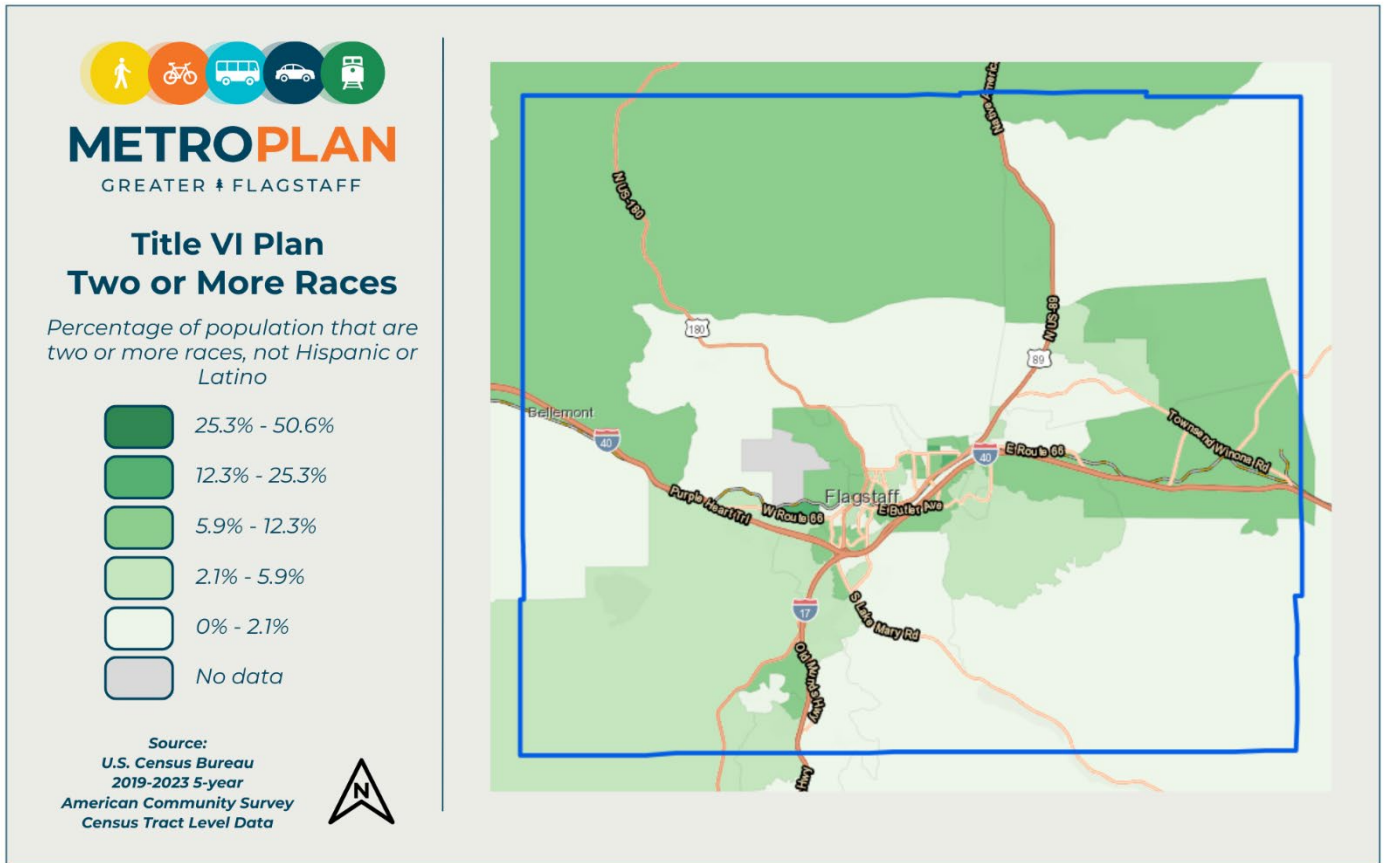


Figure 3: Percent Race - Asian

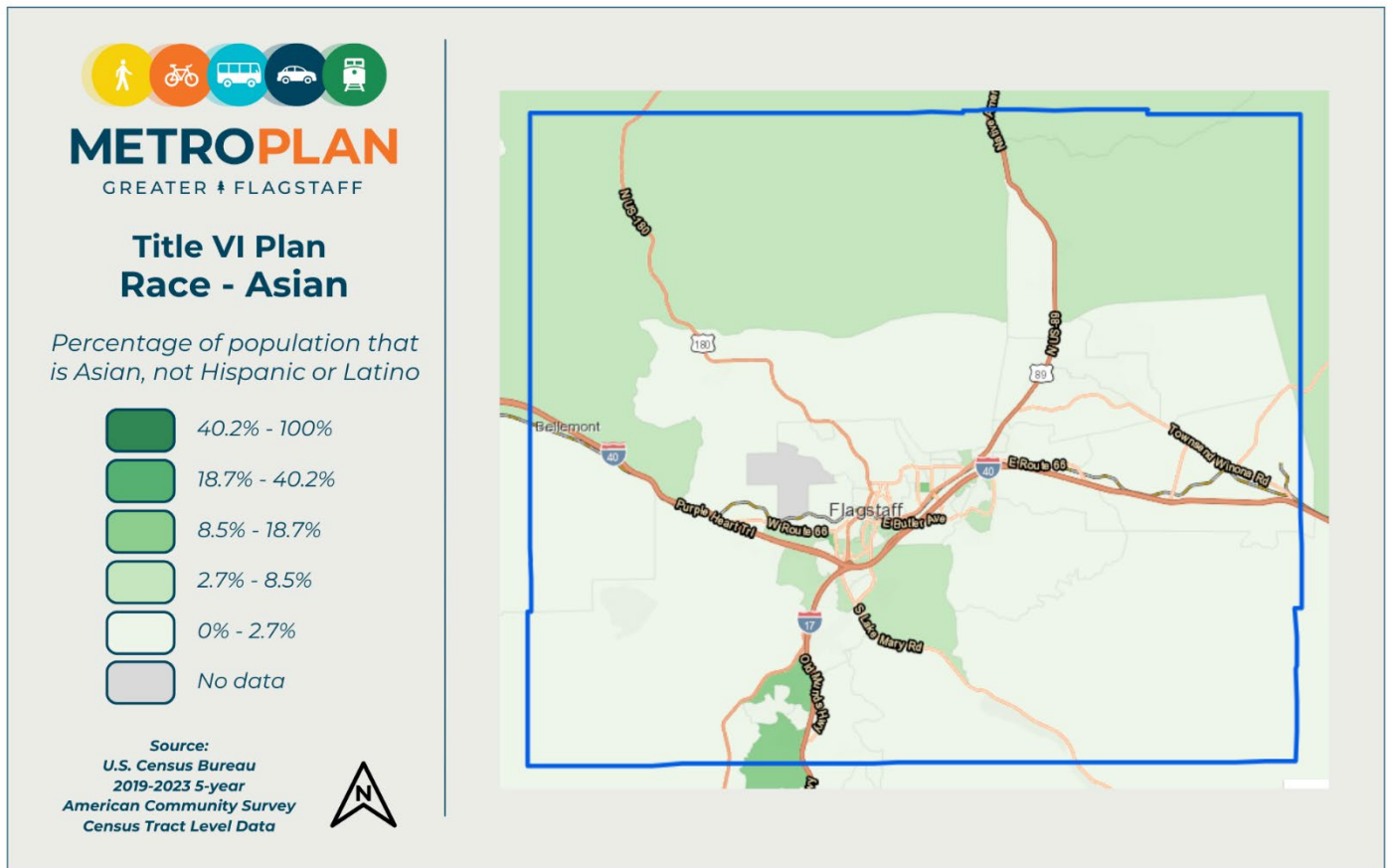


Figure 4: Percent Race - Black/African American

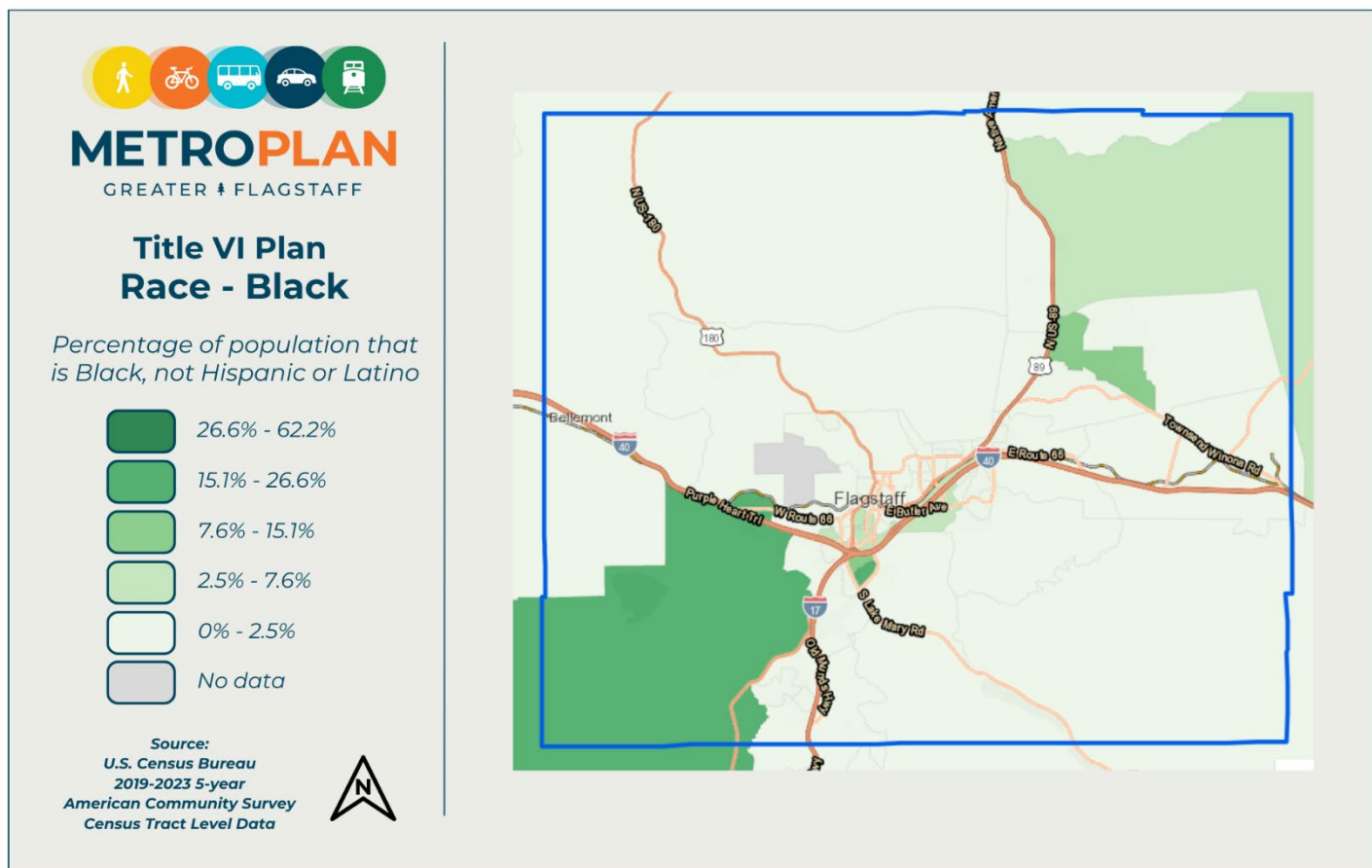


Figure 5: Percent Race - Hispanic or Latino

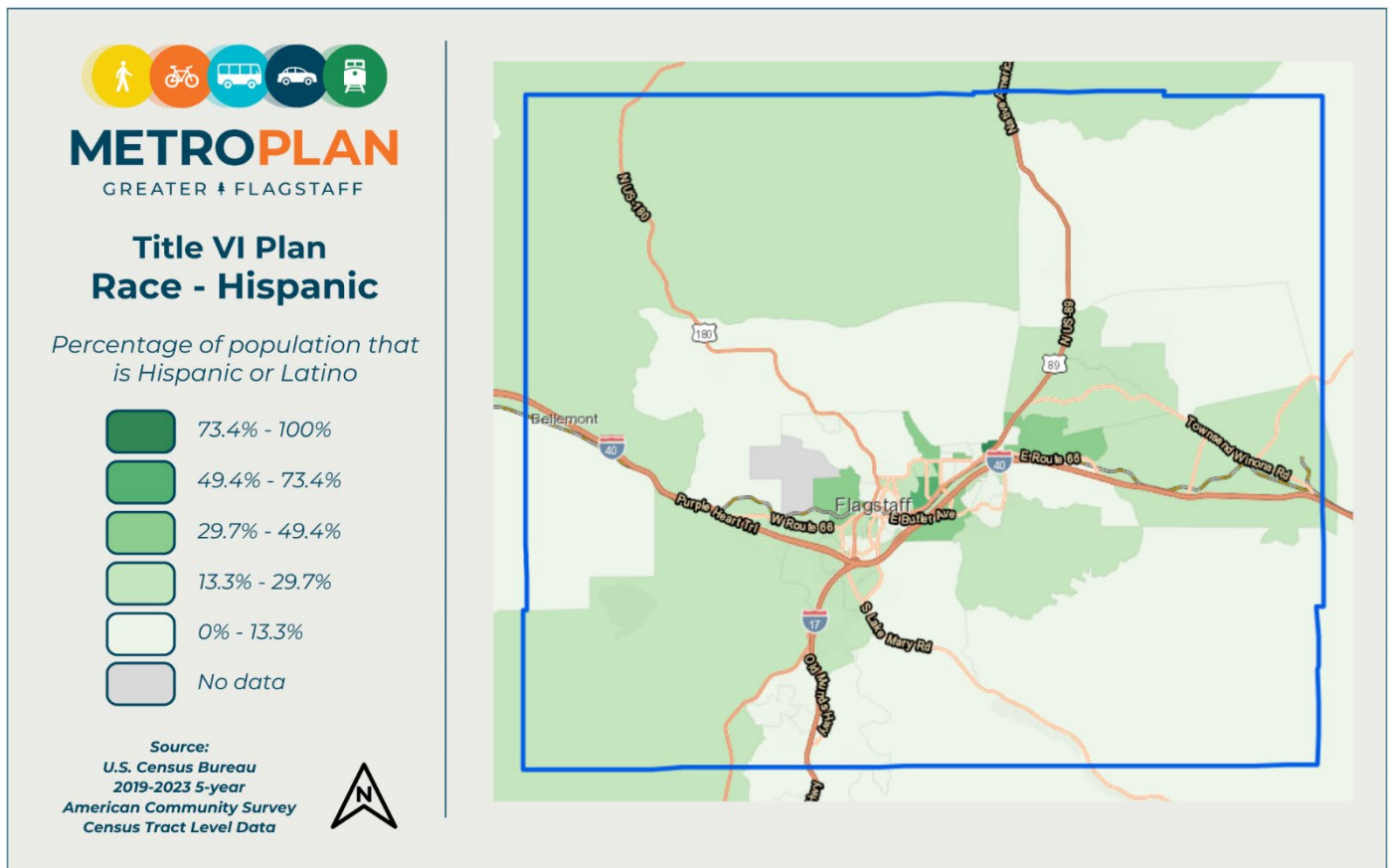


Figure 6: Percent Race - Indigenous or Native American

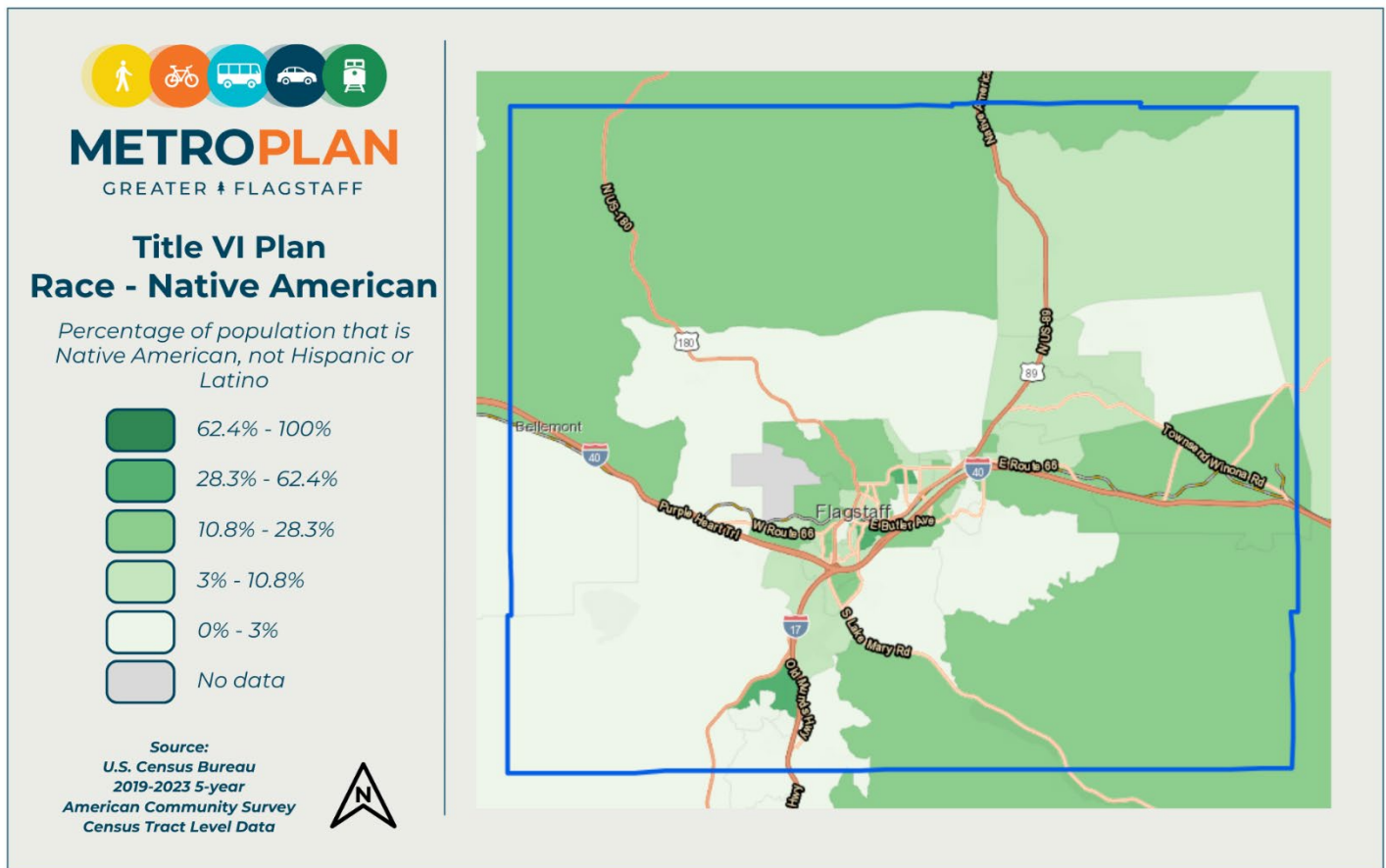


Figure 7: Percent Race - Hawaiian or Pacific Islander

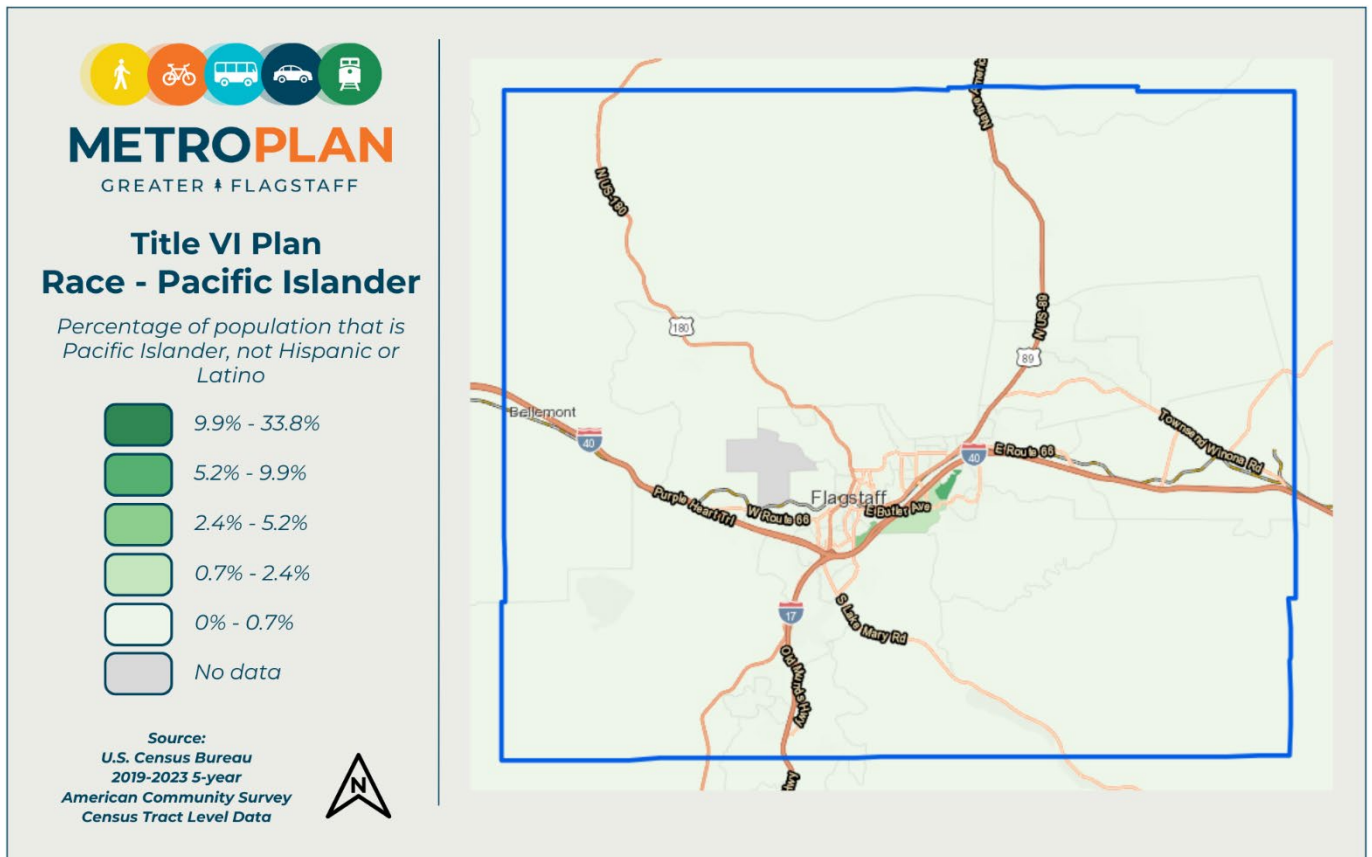


Figure 8: Percent Race - White or Caucasian



Figure 9: Percent age 65 and older

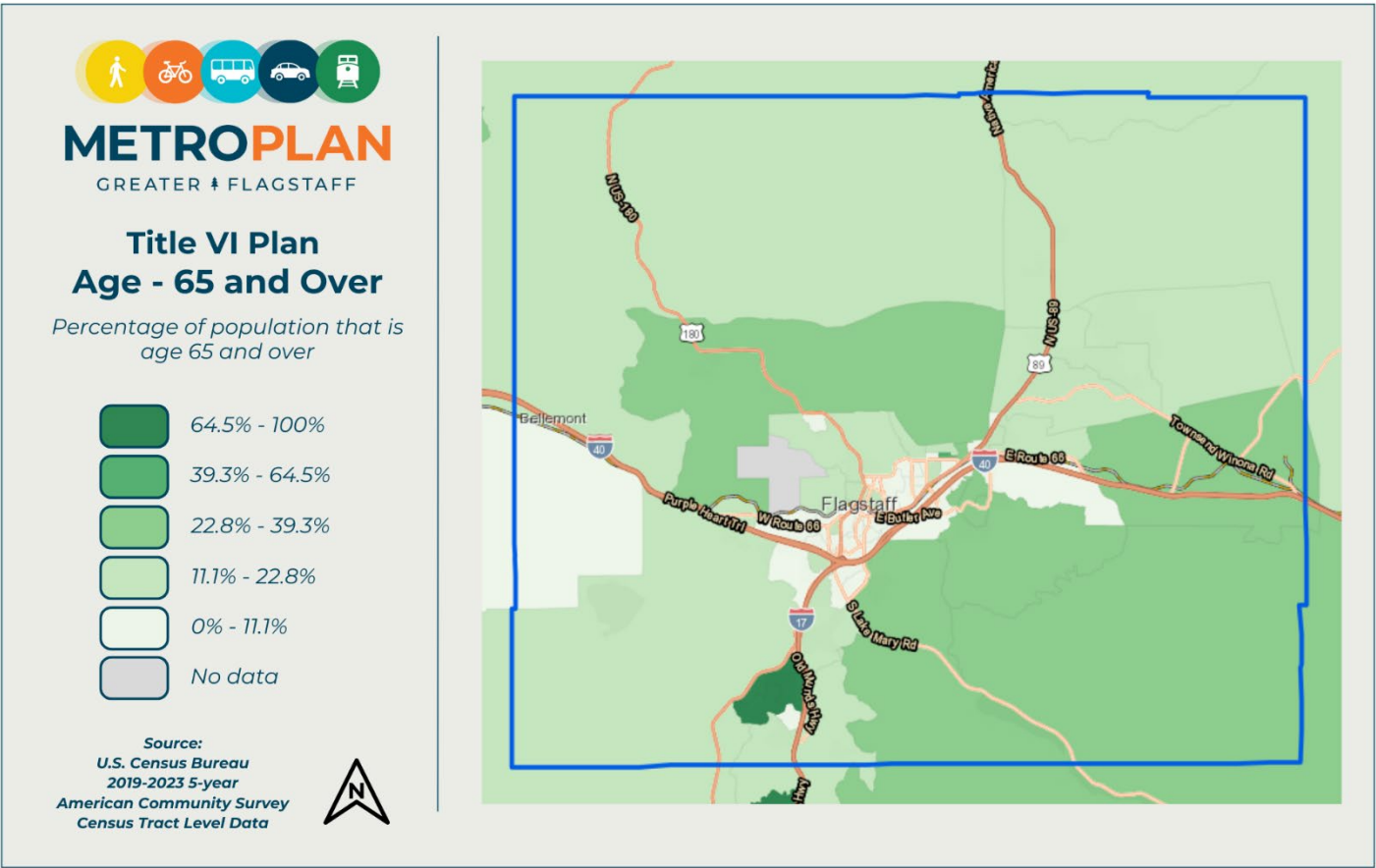


Figure 10: Percent Disability Status

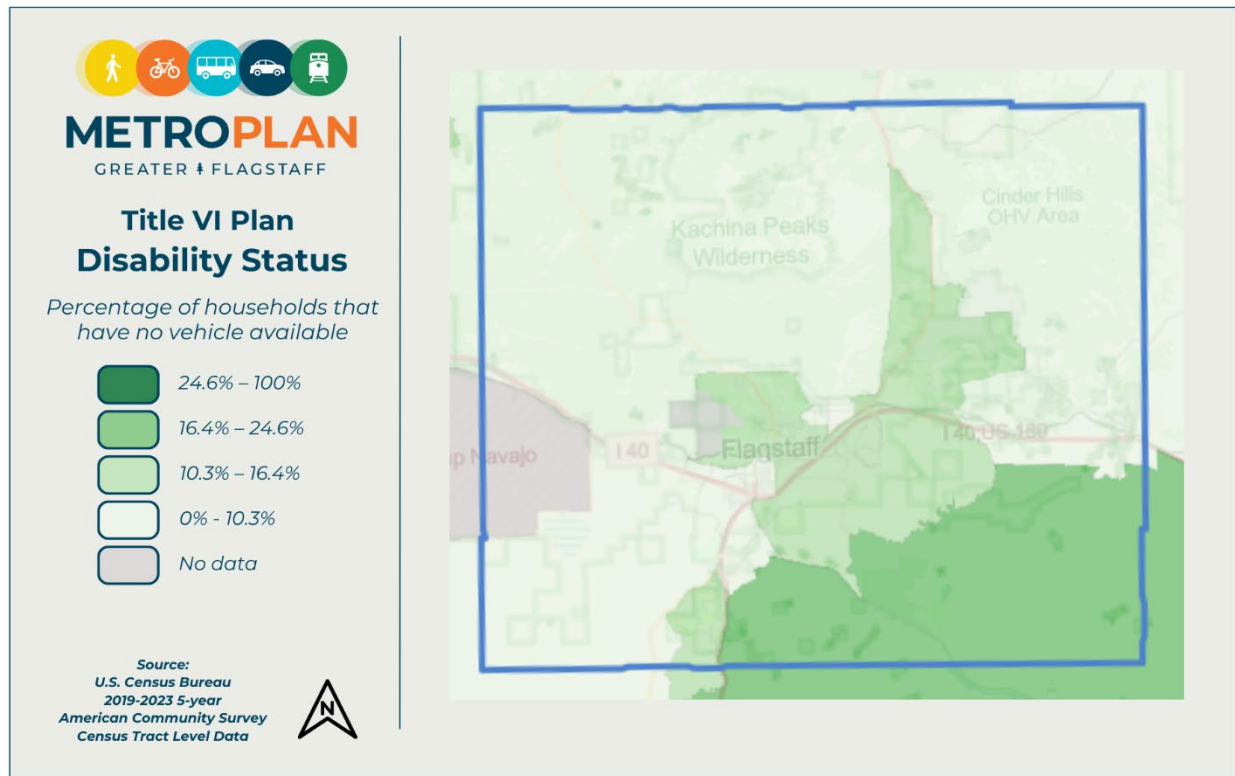


Figure 11: Percent in Poverty

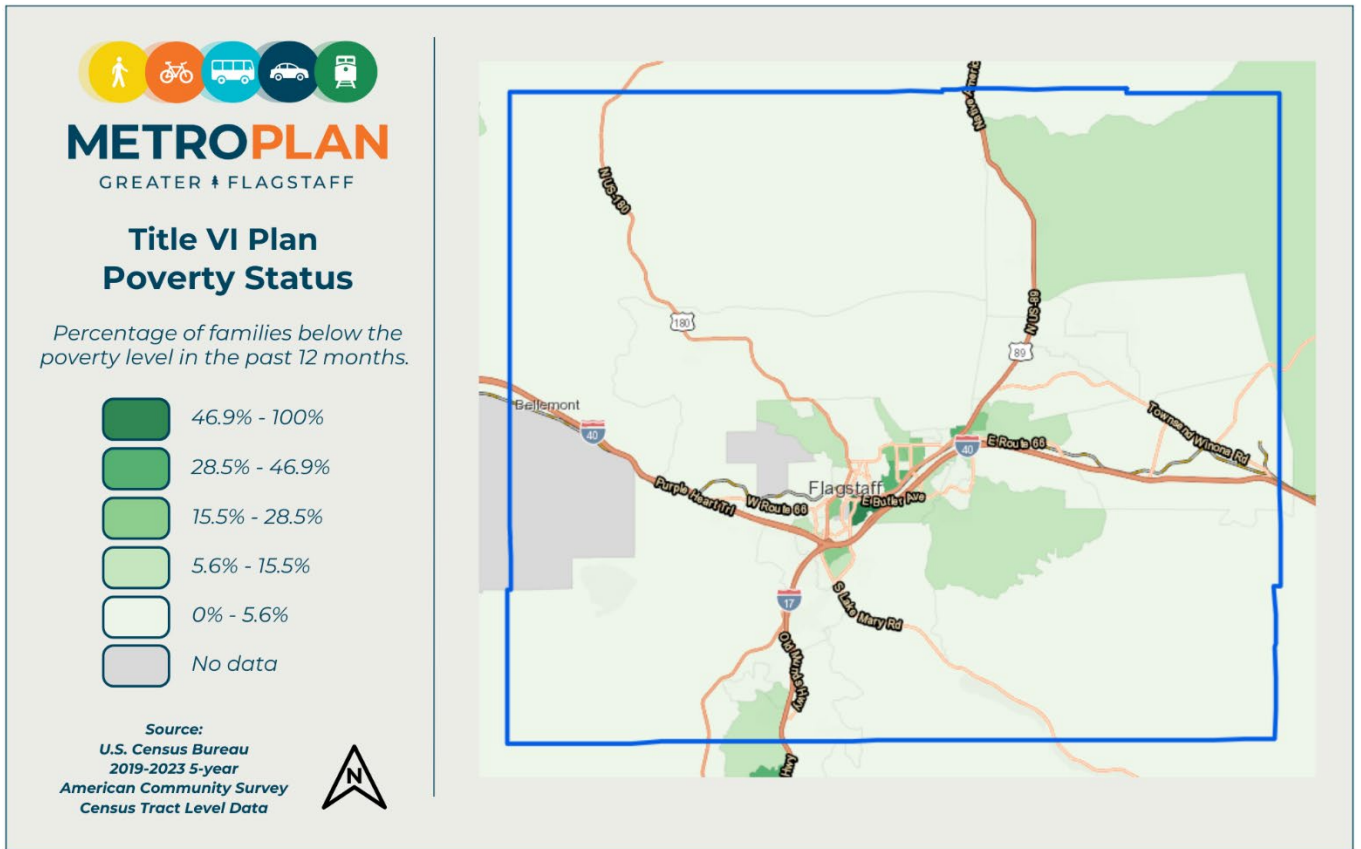


Figure 12: Percent without a Vehicle

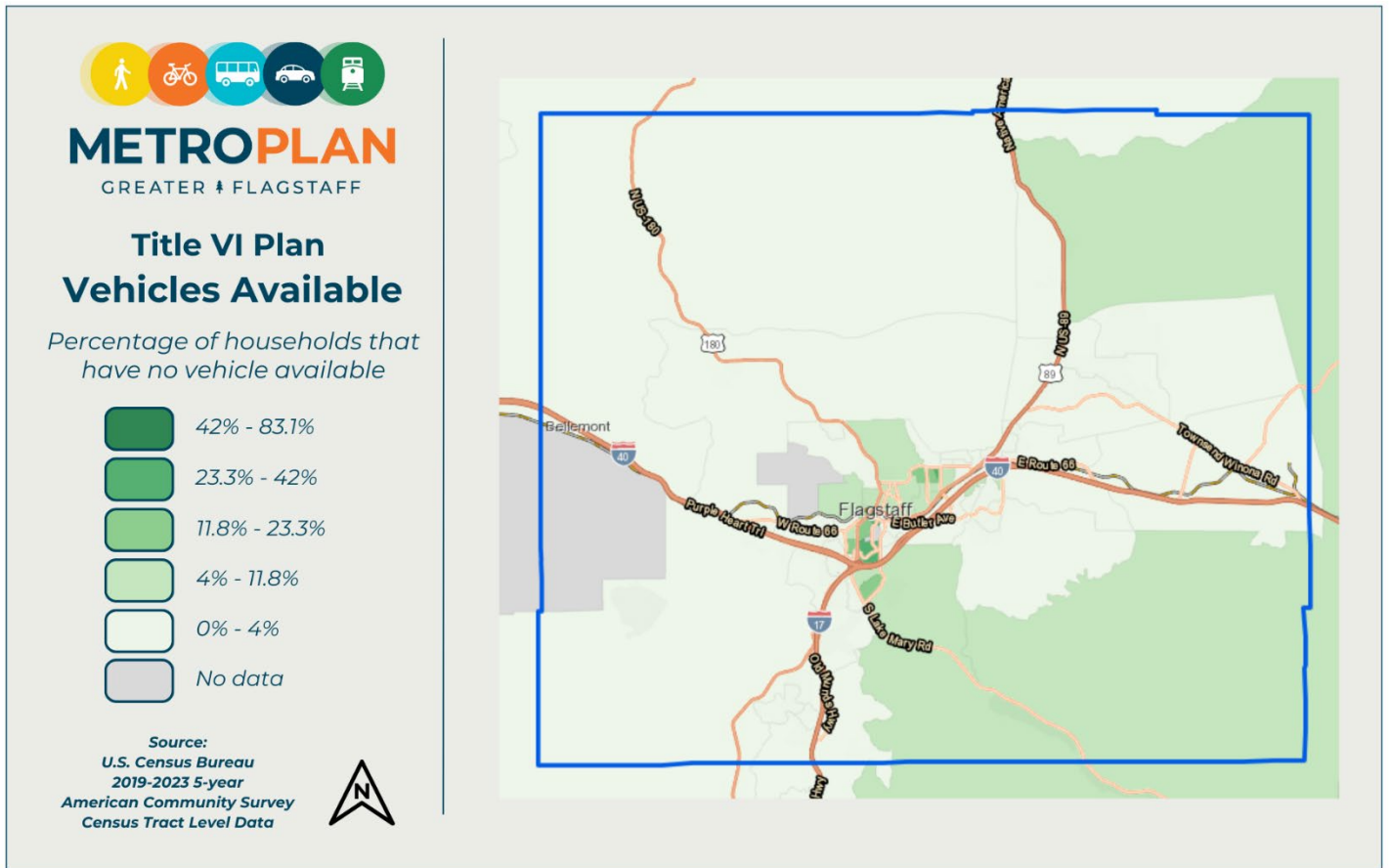


Figure 13: Percent Limited English Proficiency (LEP)

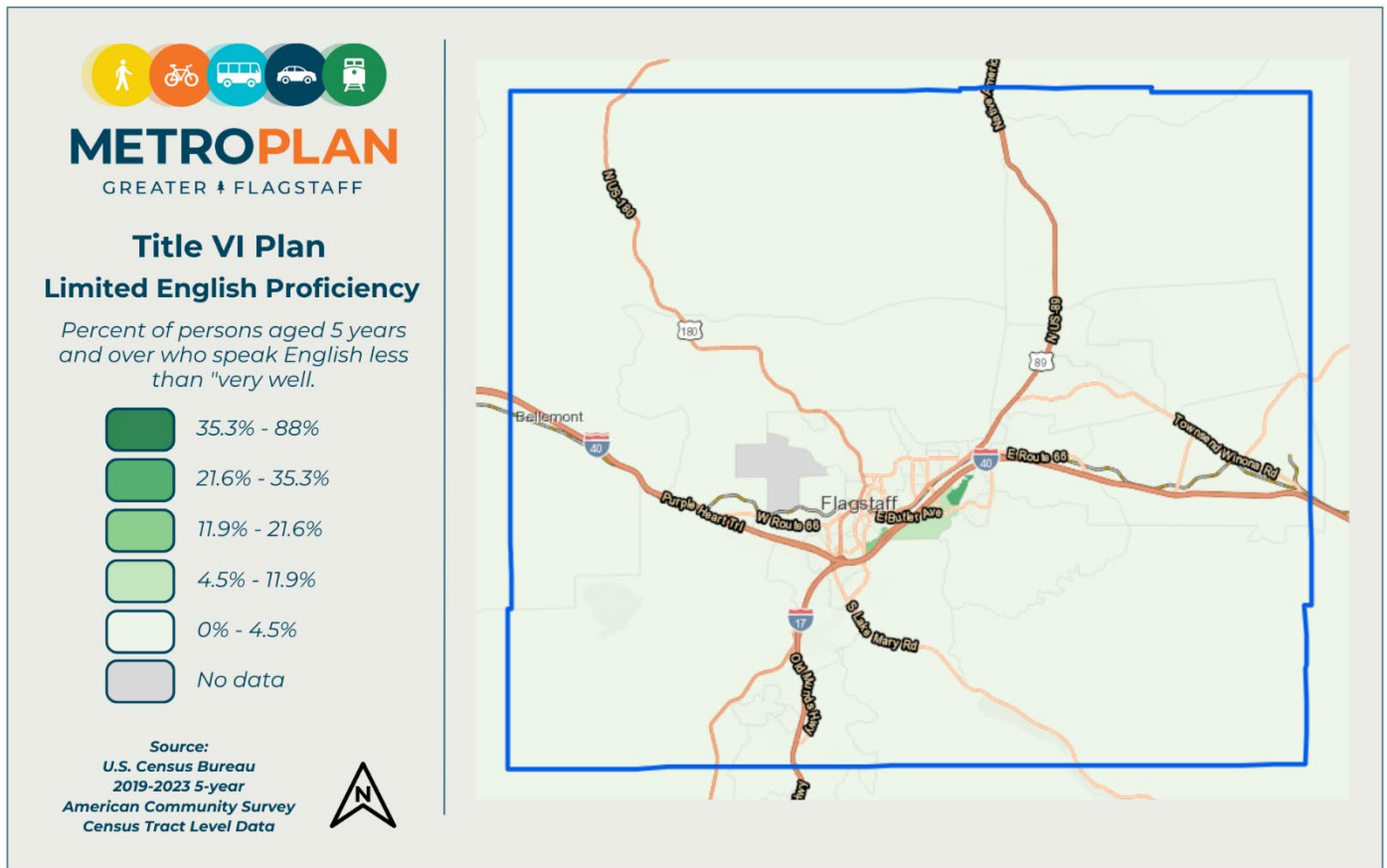
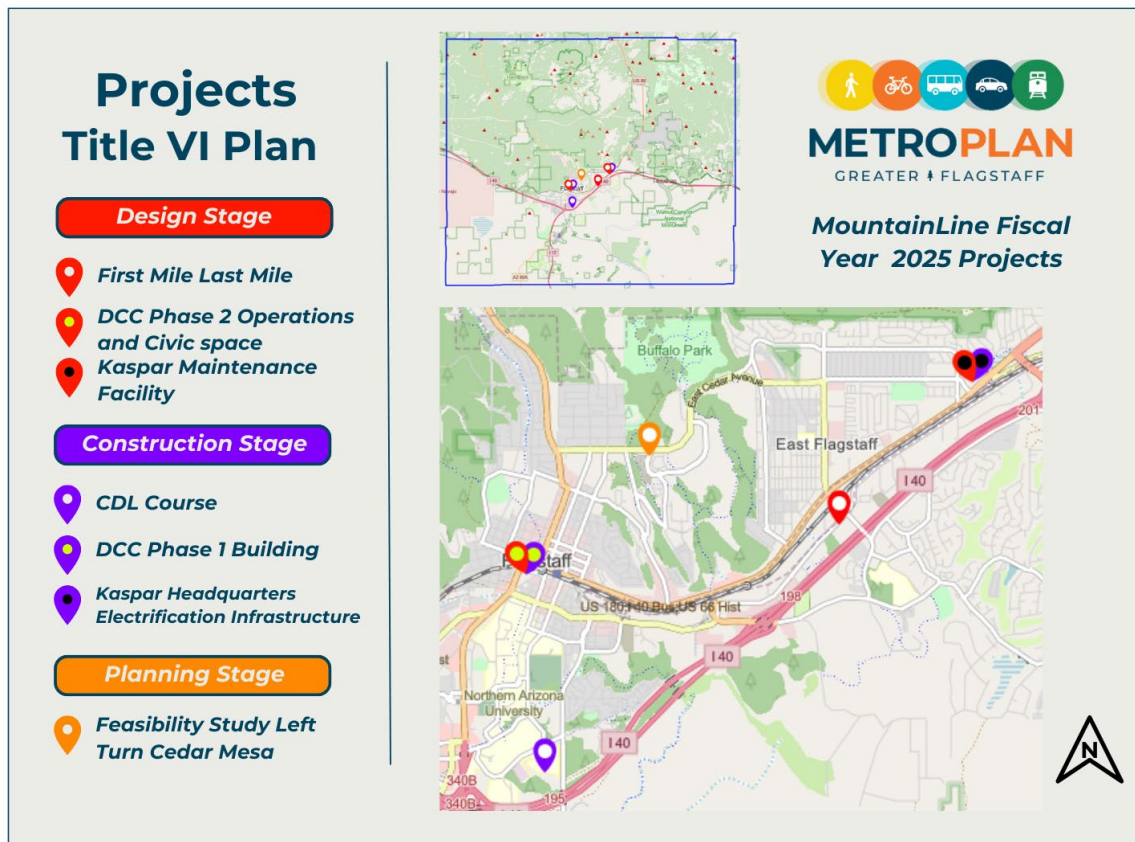


Figure 14: Projects funded and worked Fiscal Year 2025



Appendix C: ADA/Title VI Complaint Forms & Log

ADA/Title VI Discrimination Complaint Form

Note: *The following information is needed to assist in processing your complaint.*

Complainant's Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Alternate Phone Number: _____

Person discriminated against (someone other than the complainant):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Alternate Phone Number: _____

Which of the following best describes the reason you believe the discrimination took place? Please be specific.

☐ Race ☐ Color ☐ National Origin

☐ ADA/ Disability ☐ _____

On what date(s) did the alleged discrimination take place? _____

Where did the alleged discrimination take place? _____

What is the name and title of the person(s) who you believe discriminated against you (if known)?

Describe the alleged discrimination. Explain what happened and who you believe was responsible. (If additional space is needed, add a sheet of paper).

☐ Federal Agency ☐ Federal Court ☐ State Agency ☐ State Court ☐ Local Agency

Address: _____

Phone Number: _____ Alternate Phone Number: _____

Number of attachments: _____

Date

MetroPlan
Business Manager/Title VI Coordinator
3773 N Kaspar Dr.
Flagstaff, AZ 86004
Phone: 928-266-1293

- Page 101 of 183

Formulario de queja por discriminacion ADA/Título VI

Nota: La siguiente información es necesaria para ayudar a procesar su queja

Información del denunciante:

Nombre: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código _____ Postal: _____

Número de teléfono de casa: _____

Número de teléfono alternativo: _____

Persona discriminada (alguien que no sea el denunciante:

Nombre: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código Postal: _____

Número de teléfono de casa: _____ Número de teléfono alternativo: _____

Which of the following best describes the reason you believe the discrimination took place?

Please be specific.

☐ Raza ☐ Color ☐ Origen nacional

☐ ADA/Discapacidad ☐ _____ ☐ _____

¿En qué fecha(s) tuvo lugar la supuesta discriminación? _____

¿Dónde tuvo lugar la supuesta discriminación? _____

¿Cuál es el nombre y título de la(s) persona(s) que usted creía que lo discriminaron (si los conoce)?

Describe la supuesta discriminación. Explique qué sucedió y quién cree que fue el responsable (si necesita espacio adicional, agregue una hoja de papel).

Enumere los nombres y la información de contacto de las personas que puedan tener conocimiento de la supuesta discriminación.

Si ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o ante cualquier tribunal federal o estatal, marque todo lo que corresponda.

☐ Agencia federal ☐ Tribunal Federal ☐ Agencia Estatal ☐ Tribunal Estatal ☐ Agencia Local

Nombre: _____

Dirección: _____

Ciudad: _____ Estado: _____

Código Postal: _____

Número de teléfono: _____ Número de teléfono alternativo: _____

Por favor firme a continuación. Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Firma del denunciante

Número de archivos adjuntos

Fecha

Envíe el formulario y cualquier información adicional a:

MetroPlan
Director Ejecutivo &
Coordinador del Título VI
3773 N Kaspar Drive
Flagstaff, AZ 86004
Teléfono: 928-266-1293

- Las quejas basadas en raza, color u origen nacional y relacionadas con un área de programa financiada por la FHWA se informarán a la Oficina de Derechos Civiles de ADOT dentro de las 72 horas y serán investigado por MetroPlan.
- Las quejas relacionadas con todas las demás clases protegidas o relacionadas con un área de programa financiada por la FTA se informarán a la Oficina de Derechos Civiles de ADOT dentro de las 72 horas y serán investigado por MetroPlan.

COMPLAINT LOG: Complaints, Investigations, Lawsuits

MetroPlan Title VI

Fiscal
Year : 2025

COMPLAINTS, INVESTIGATIONS, LAWSUITS LOG

Case No.	Complainant Name	Date Complaint Received	Date of Allegation	Description of Alleged Discrimination	Date of Report	Recommendations	Outcome

Appendix D: MetroPlan Title VI Nondiscrimination Notice to the Public



METROPLAN TITLE VI NONDISCRIMINATION NOTICE TO THE PUBLIC

MetroPlan (Flagstaff Metropolitan Planning Organization) hereby gives public notice that it is the Agency's policy to assure full compliance with Title VI of the Civil Rights Act of 1964 and other related authorities in all programs and activities.

MetroPlan's Title VI Program requires that no person shall, on the grounds of race, color, national origin, age, sex/ gender, gender identity or expression, sexual orientation, disability, low-income status, or limited English proficiency (LEP) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

Any person who believes his/her Title VI rights have been violated, may file a complaint. Any such complaint must be in writing and filed with the MetroPlan Civil Rights Officer, within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. For additional information about MetroPlan's Civil Rights programs and the procedures to file a complaint contact MetroPlan Civil Rights Office at the address listed below:

AVISO PÚBLICO DE LA LEY DE NO-DISCRIMACIÓN DE MetroPlan (TÍTULO VI)

MetroPlan (Organización de Planificación Metropolitana de Flagstaff) informa al público que esta agencia tiene como regla asegurar el cumplimiento total del Título VI de la Ley de los Derechos Civiles de 1964, y otras normas relacionadas con todos los programas y actividades.

El programa del Título VI de MetroPlan exige que a ninguna persona se le excluya de participar, se le nieguen beneficios o de ninguna otra manera sea sujeta a discriminación en ningún programa o actividad de MetroPlan por motivo de raza, color, país de origen, edad, sexo, género, identidad o expresión sobre el género, orientación sexual, discapacidad, bajos recursos económicos o dominio limitado del inglés.

Cualquier persona que crea que se han violado sus derechos bajo el Título VI puede presentar una queja. Esta queja debe presentarse por escrito a la Oficina de Derechos Civiles de MetroPlan dentro de ciento ochenta (180) días a partir de la fecha en que se alega que ocurrió la discriminación. Para recibir más información sobre los programas de Derechos Civiles de MetroPlan y los procedimientos para presentar una queja, por favor póngase en contacto con la Oficina de Derechos Civiles de MetroPlan a la dirección que aparece abajo:

Karen Moeller
TITLE VI COORDINATOR /
ADMINISTRATIVE ASSISTANT &
CLERK OF THE BOARD

MetroPlan Civil Rights Office
3773 N Kaspar Drive
Flagstaff, AZ 86001
planning@metroplanflg.org
(928) 266-1293

Title VI & Environmental Justice Plan

Final Audit Report

2024-08-30

Created:	2024-08-28
By:	Karen Moeller (kmoeller@mountainline.az.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFLG7VylApgstmpJnWpt0yAWcotVhf5KI

"Title VI & Environmental Justice Plan" History

-  Document created by Karen Moeller (kmoeller@mountainline.az.gov)
2024-08-28 - 2:26:30 PM GMT
-  Document emailed to Kate Morley (kate.morley@metroplanflg.org) for signature
2024-08-28 - 2:26:40 PM GMT
-  Email viewed by Kate Morley (kate.morley@metroplanflg.org)
2024-08-28 - 3:38:50 PM GMT
-  Document e-signed by Kate Morley (kate.morley@metroplanflg.org)
Signature Date: 2024-08-30 - 5:40:33 PM GMT - Time Source: server
-  Agreement completed.
2024-08-30 - 5:40:33 PM GMT



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Kate Morley, Executive Director

SUBJECT: Land Availability and Site Suitability Study, Code Analysis Project Update

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

The City of Flagstaff is conducting a Land Availability & Site Suitability Study/Code Analysis Project (LASS+CAP). MetroPlan, in partnership with Mountain Line, provided funding through two subrecipient agreements to investigate transit needs in the study. Michelle McNulty from the City of Flagstaff and Bizzy Collins from Mountain Line will provide a presentation at the meeting.

4) TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC has no substantive comments. The item was not presented to the Management Committee.

5) FISCAL IMPACT:

In November 2023, MetroPlan provided \$28,000 in 5305e transit planning funds with \$7,000 match from Mountain Line to contribute to the project. In January of 2025, MetroPlan provided an additional \$15,051.20 in 5305e funds, with \$3,762.80 in match from Mountain Line for a change order to increase the transit focus of the study. MetroPlan's total contribution to the project is \$53,814.



METROPLAN

GREATER † FLAGSTAFF

6) ALTERNATIVES:

None. This item is for information and discussion only.

7) ATTACHMENTS:

1. Mountain Line Staff Report LASS CAP



Mountain Line

3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

DATE PREPARED: April 7, 2025

MEETING DATE: April 16, 2025

TO Honorable Chair and Members of the Board

FROM: Bizzy Collins, Strategic Performance Planner

SUBJECT: Land Availability and Site Suitability Study, Code Analysis Project

RECOMMENDATION:

The Board may provide direction, but there is no recommendation from staff at this time.

RELATED STRATEGIC PLAN OBJECTIVE

- ❖ Goal: Service Excellence
 - ❖ Objective: Develop and improve community partnerships and interagency relationships to enhance transit and improve our ability to meet community needs and deliver public transit services.

BACKGROUND:

The City of Flagstaff is conducting a Land Availability & Site Suitability Study/Code Analysis Project (LASS+CAP) and the purpose is to understand what land is available within the Flagstaff city limits for development and redevelopment, and to analyze City development codes and processes to identify what works well and where the barriers are to meeting the City's housing and sustainability goals and policies. The outcome of the analysis is to identify priority sites for residential development, as well as a list of prioritized, recommended code changes. More information about the project is available here: <https://www.flagstaff.az.gov/4888/Land-Availability-Suitability-Study>.

As discussed in the LASS+CAP Code Diagnostic Report, improving transit access in Flagstaff is central to achieving housing and carbon neutrality goals. Transit facilitates compact, walkable, multi-modal, and transit-oriented development, including mixed-use and infill development. Higher density housing and access to transit both contribute to overall affordability for households in Flagstaff.

The City and Mountain Line have identified that strengthening the ties between planning and code requirements for the two entities can improve transit access and transit-oriented development (TOD) in the community. MetroPlan partnered with Mountain Line to request and obtain a Section 5305e transit planning grant from the Arizona Department of Transportation (ADOT). The purpose of this grant was to identify ways in which transit can be better integrated into the City of Flagstaff's development code, processes, roadway projects, and new developments. MetroPlan and Mountain Line partnered with the City's LASS+CAP team to carry out the deliverables of these grant funds, as there are shared goals

Getting you where you want to go





Mountain Line

3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

between both projects. A technical memorandum, Transit-Related Codes Assessment, summarizes the consultant team's analysis of opportunities to improve City code, plans, and processes to support the development of Mountain Line transit infrastructure and systems. The list of recommendations are provided below and will be discussed during the presentation. The full report is available upon request.

KEY OUTCOMES AND TRANSIT CONSIDERATIONS

Infill Development and Compact Land Use Patterns

- Better Orientation Between Buildings and Transit Stops
- Road Network Requirements for New Subdivisions
- High Occupancy Housing and Transit Oriented Development (TOD) Corridor Improvements
- Public Investment to Incentivize and Encourage Private TOD
- Pre-Application and Developer Coordination
- Integration of Mountain Line Planning Documents with Local Plans and Codes

Sustainable Transportation Networks and Neighborhoods

- Transit Improvements Required with New Development
- Transit Consideration in the Traffic Impact Analysis Process
- Impact Fees and Transit Infrastructure Improvements
- Incentivizing Purchase of Bulk Transit Passes
- Private Funding of Transit Operations

Electric Mobility

- On-Route Magnetic Bus Charging Locations

During the April meetings, City and Mountain Line staff will present an overview on the LASS+CAP, results of the Transit-Related Codes Assessment, how to find more information, and how to provide feedback.

FISCAL IMPACT:

The Transit Component of the LASS CAP is funded through the award of two competitive grants that were awarded by Arizona Department of Transportation and are administered by MetroPlan: \$40,000 in 5305 planning funds from the Federal Transit Administration, and \$141,450 from 5305 Consolidated Planning Grant Transit Planning funds from the Federal Highway Administration. The Flagstaff transit tax is funding the local share of \$18,550. There is no fiscal impact related to the LASS CAP outcomes in the current analysis phase. Implementation through the Regional Plan and Safe Streets Master Plan as changes in standards, zoning, and codes could have financial consequences in future years.

TAC DISCUSSION:

Getting you where you want to go





Mountain Line

3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

Members wanted to know when the potential cost impacts of code changes to integrate transit would be available. City staff responded that it is in phase two, likely to begin this summer/fall once public comment has been received on phase one. City staff also noted that transit service increases existing road capacity, and by including transit in the City's Traffic Impact Analysis (TIA) it has the potential to reduce development impact fees for roadway improvements that are typically associated with more cars needing access to a new development.

Members also asked how potential funding received as a result of code changes would be separate from Proposition 488 funds. Mountain Line staff responded that Proposition 488 funds have specific uses identified for current known conditions, and potential new funding from code changes would be complementary Prop 488 funding to allow transit to be responsive to future growth in the same way Flagstaff is responsive with roads, sidewalks, bike lanes, etc.

SUBMITTED BY:

Bizzy Collins
Strategic Performance Planner

APPROVED BY:

Heather Dalmolin
CEO and General Manager

ATTACHMENTS

None.





METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Miranda Sweet, Executive Board Chair

SUBJECT: Possible Action Regarding Executive Director's Contract

1. RECOMMENDATION:

Chair Sweet recommends the Board approve the 2nd Amendment to the Executive Director's Contract.

2. RELATED STRATEGIC WORKPLAN ITEM:

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

3. BACKGROUND:

The Executive Director was appointed on June 1, 2023. A performance review was conducted as a part of May 1, 2025, meeting, and annual goals were established at that time. The Board directed the Chair and Vice Chair to negotiate a potential contract amendment with the Executive Director. Legal counsel for MetroPlan drafted the 2nd Amendment based on discussions with the Chair and Vice Chair.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC and Management Committees.

5. FISCAL IMPACT:

The increase in salary and additional vacation hours are reflected in the 2nd Amendment. A successful Executive Director will positively impact the finances of the organization and leverage resources for the region.

6. ALTERNATIVES:

- 1) Approve 2nd Amendment to Executive Director contract (RECOMMENDED).



METROPLAN

GREATER † FLAGSTAFF

- 2) Modify 2nd Amendment to Executive Director contract (NOT RECOMMENDED).
- 3) Do not approve the 2nd Amendment to the Executive Director contract (NOT RECOMMENDED)

7. ATTACHMENTS:

2nd Amendment to Executive Director contract- separate attachment to Board only.



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Kate Morley, Executive Director

SUBJECT: Consider FY2026 Budget

1. RECOMMENDATION:

Staff recommend the Board adopt the FY2026 Budget as drafted.

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:

The budget drafted is based on revenues as projected by ADOT at this time. The Board was provided with two budget scenarios at their March meeting, which may be considered in the event of changing revenue forecasts. These forecasts are largely driven by federal funding, which makes up 99% of MetroPlan revenues.

Based on feedback from ADOT, the budget has been updated since previous conversations to obligate all Carbon Reduction Program (CRP) funds in the next two fiscal years to better secure them. CRP is assumed to be at risk of being eliminated. The previously presented draft FY2026 budget showed Carbon Reduction Program (CRP) funds appropriated through FY2027 and being used through FY2031 through ADOT's "loan and repayment" process, which provides MPOs flexibility in when they use their funds. Over the next five years, it was planned to support ongoing data collection and modeling needs. This change has the impact of showing a deficit in year 5 of the 5-year plan. This is an important consideration for the Board in that, without a change to the budget in the next 5 years, MetroPlan would not be fiscally sustainable.

Staff have a variety of potential remedies to solve the 5-year deficit, depending upon how federal revenues play out in the next several years, but suggest not modifying the budget at this time because there are so many uncertainties with federal funding at the moment. We suggest moving forward and taking corrective actions when a better surface transportation reauthorization picture is in hand in the next 18 months.



METROPLAN

GREATER † FLAGSTAFF

Adopting an annual budget, while considering a 5-Year Draft Budget for MetroPlan, provides the level of forethought and fiscal responsibility needed for MetroPlan to continue to thrive. By reviewing actual expenses and projecting trends, MetroPlan is better able to plan for the future, take corrective action, capitalize on opportunities, and ensure that financial resources are aligned with organizational goals.

Fiscal Year 2026 Draft Budget

Revenues:

The draft FY2026 budget has a projected decrease of 9% in revenues from FY2025. This is because MetroPlan's expenditure is also decreasing by 9% and federal funds are on a reimbursement basis. We cannot use more than we spend. Federal funding is shown in the federal surplus line of the budget which indicates in FY2026 we will have \$726,647 in surplus funds for use over future years.

Expenses:

Expenses in the budget include the following:

Salaries and Employee Related Expenses (ERE)

- The salary and ERE budget increased by 4%. This includes a 3% annual increase for staff, aligned with Mountain Line's pay plan for FY2025, and an increase in benefits and salary adjustment as recommended in the Compensation Study.

Operating

- The Operating budget is proposed at \$172,529, a 52% decrease. This is largely due to a one-time FY2025 tenant improvement fee for moving into the DCC (Downtown Connection Center) and a reduced public outreach budget more in line with our actual spending in this category.

Travel and Training

- Travel and training is proposed to decrease from \$30,200 to \$24,720 or 18%. While we currently fully utilize our travel budget, some of those expenses were paid for out of a one-time grant that will be fully spent.

Projects

- The project budget increases 1% and includes contractual costs for:
 - Carry over for West Route 66 Operational Analysis
 - \$43,000 in data collection for trip diaries and traffic counts



METROPLAN

GREATER † FLAGSTAFF

- \$450,000 in awarded funds for Safe Routes to School missing infrastructure funding
- \$500,000 in delivery for Safe Streets and Roads for All grants, with the remainder delivered over the next four years.
- \$285,050 in awarded 5305e funds for transit planning for missing transit infrastructure
- \$223,000 in special project consultation related to reducing carbon emissions with CRP funds. This is a new addition since the draft budget was presented.

Surplus

The FY2026 Federal Surplus is estimated at \$726,647. ADOT allows agencies to loan surplus to future years. The 5-Year Financial Plan reallocates these funds to future years to ensure staffing and operations are maintained despite conservative revenue estimates. The 5-year budget has a federal deficit of \$117,749, which is offset by local funds for a total deficit of \$53,026.

Assumptions:

The 5-Year Financial Plan has been developed with the following assumptions:

- Revenue projects are assumed to remain flat.
- Staffing levels remain the same except for the retirement of the Planning Manager
- The Carbon Reduction Program is not renewed at the expiration of the 5-Year IJIA (Infrastructure Investment and Jobs Act).
- A 3% annual increase in operational costs unless an expense is otherwise known.
- A 3% annual increase in salaries and benefits.
- No additional competitive funds are received.

Staff believe these assumptions are conservative and that the proposed budget provides for the long-term health of the organization.

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC recommended the Board adopt the FY2026 budget as drafted. This item was not presented to the Management Committee prior to packets however, staff will present the Management Committee discussion in their presentation.

5. FISCAL IMPACT:

The FY2026 Draft Budget is required in order for MetroPlan to be able to spend funds to deliver its mission and strategic work plan.



METROPLAN

GREATER † FLAGSTAFF

6. ALTERNATIVES:

- 1) **Recommended:** Adopt the FY2026 Budget as drafted. This action is aligned with adopting a budget prior to July 1, 2025. The draft budget shows fiscal constraint and delivers MetroPlan's Strategic Plan.
- 2) **Not recommended:** Do not adopt the FY2026 Budget as drafted. The TAC could provide more direction for staff on the budget for the Board's consideration.

7. ATTACHMENTS:

FY2026 Draft Budget

FY2026 Draft Five-Year Budget

FY26 Budget and Five Year Plan
Detailed Report

	FY2025 Adopted	FY 2026 Proposed	FY 2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
Revenue:							
Federal Grants	-	-	-	-	-	-	-
STBG	1,037,710	702,574	844,722	754,422	739,744	596,905	431,569
PL	156,611	319,652	153,812	153,601	165,604	173,933	204,333
CRP	268,268	400,712	268,805	1	1	1	1
SPR	79,808	75,601	95,908	78,182	81,475	80,171	79,478
5305d	203,559	77,090	140,620	108,210	86,395	91,532	94,590
5305e	312,000	228,076	45	56	70	88	110
PL- SATO	8,016	9,664	8,353	8,030	8,228	8,030	5,289
Consolidated Planning Grants	335,750	-	-	-	-	-	-
SS4A	142,000	736,000	664,697	609,364	587,006	5,564	5,564
Transportation Alternatives	1,037,300	718,079	145,089	39,990	522	-	-
Federal Revenue:	3,581,022	3,267,448	2,322,050	1,751,857	1,669,044	956,225	820,935
Member Dues	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Interest Income	100	100	100	100	100	100	100
City Cash							
County Cash							
Mountain Line Cash	118,550	57,019	11	14	18	22	27
Local Revenue:	148,650	87,119	30,111	30,114	30,118	30,122	30,127
Total Revenue:	3,729,672	3,354,567	2,352,162	1,781,971	1,699,161	986,347	851,062
Expenditures:							
Salaries	700,932	702,789	808,965	553,079	556,914	560,239	577,046
Benefits	182,631	216,934	240,967	170,677	172,948	172,244	175,738
Salary/ERE:	883,563	919,723	1,049,933	723,755	729,863	732,483	752,784
Payroll Processing Expense	18,421	14,571	15,193	15,648	16,118	16,601	17,099
Phone and Internet	5,415	5,577	5,744	5,917	6,094	6,277	6,465
Memberships	10,300	3,500	3,605	3,713	3,825	3,939	4,057
Copying and Printing	1,650	1,500	1,545	1,591	1,639	1,688	1,400
Office Supplies	515	550	567	583	601	619	-
Postage and Freight	125	550	567	583	601	619	638
Books and Subscriptions	-	-	-	-	-	-	-
Insurance	1,236	5,650	5,820	5,994	6,174	6,359	6,550
Food	1,236	1,273	1,311	1,351	1,391	1,433	1,476
Legal Services	15,000	12,000	12,360	12,731	13,113	13,506	13,911
Financial Services (CPA/Audit)	35,000	24,000	24,720	25,462	26,225	27,012	27,823
Other Services	-	-	-	-	-	-	-
IT Support	15,450	14,750	15,193	15,648	16,118	16,601	17,099
Computer Equipment	8,200	5,000	5,150	5,305	5,464	5,628	5,796
Office Equipment	100,865	1,000	1,030	1,061	1,093	1,126	1,159
Public Outreach	116,500	57,000	20,000	10,000	20,000	8,000	8,000
Legislative Services	21,000	19,992	18,000	18,540	19,096	-	-
Computer Software	5,349	5,615	5,783	5,957	6,136	6,320	6,509
Operations:	356,261	172,528	136,587	130,084	143,687	115,728	117,982
Travel, Lodging and Meals	20,000	15,450	16,322	16,752	15,194	17,389	17,911
Conference Registration	5,200	4,120	4,619	4,734	4,052	4,637	4,776
Staff Education and Training	5,000	5,150	4,774	4,917	5,065	5,796	5,970
Travel and Training:	30,200	24,720	25,715	26,403	24,311	27,823	28,657
Special Project Consultant	1,350,000	908,750	200,304	-	-	-	-
Data Collection- Consultant	90,000	35,500	40,500	43,500	119,800	45,800	-
Modeling	7,600	18,500	8,000	8,500	8,500	9,000	45,800
RTP Consultant	-	500,000	500,000	500,000	8,500	-	-
Planning Contingency	-	-	-	-	-	-	-
Projects:	1,447,600	1,462,750	748,804	552,000	136,800	54,800	45,800
Total Expenditures:	2,717,624	2,579,721	1,961,039	1,432,242	1,034,660	930,833	945,223
% change	26%	-5%	-24%	-27%	-28%	-10%	2%
Total Surplus:	726,922	386,297	349,186	210,701	90,520	(53,026.00)	
Federal Surplus:	1,010,472	726,647	385,546	330,483	174,403	39,783	(117,749)
Total Expenditure Plus Surplus	3,728,096	3,306,368	2,346,585	1,762,725	1,209,064	970,616	827,474
Local Fund Balance	155,027	153,926	152,826	153,402	171,455	189,149	203,688
Notes							
Assume 3% annual increase unless cost otherwise known.							
Assume no renewal of CRP after BIL.							
Mountain Line cash for 5303e, consolidated planning							
Assume no competitive grants							



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: David Wessel, Planning Manager

SUBJECT: Consider Northern Arizona University Subrecipient Agreement

1. RECOMMENDATION:

Staff recommends the Board delegate authority to the Executive Director to approve Schedule 1.1 to the Subrecipient Agreement with Northern Arizona University subject to a low risk assessment and the ability waive audit requirement if the reason is the state is delayed.

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:

In October of 2023, MetroPlan entered into a Subrecipient Agreement with Northern Arizona University. 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 was for technical assistance with the W. Route 66 Operational Analysis. Any future projects require a new schedule and therefore an amendment to the Subrecipient Agreement must be brought to the Board for consideration. Staff are now recommending a new schedule for supplemental work on W. Route 66 in the amount of \$3,000 to conduct traffic signal warrant analyses to contribute to project prioritization.

Staff have completed a risk assessment for the new task and continue to believe NAU is well-suited to bring expertise to the West 66 Operational Analysis that MetroPlan staff do not have. Likewise, Staff recommends the Board again waive the risk assessment requirements for a current audit if that issue remains. The delayed audit is not the result of NAU action, but the State as a whole, and Staff should have a status report on the audit by the meeting date. NAU manages many grants and federal funds. If this risk assessment item is waived, NAU would be seen as low risk. Therefore, the risk of subaward is deemed to be reasonable.



METROPLAN

GREATER † FLAGSTAFF

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee.

5. FISCAL IMPACT:

In the schedule, MetroPlan proposes to sub award \$3,000 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 approve Schedule 1.1 to the Subrecipient Agreement. 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 approve Schedule 1.1 to the Subrecipient Agreement. The Board could direct staff to consider additional items or wait for a final agreement to review.

7. ATTACHMENTS:

NAU Subrecipient Risk Assessment

Approved NAU Subrecipient Agreement

Draft Schedule 1.1

Subrecipient Pre-Award Risk Assessment Tool

Version 1 - August 2023

Risk Rating

Ineligible

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 suspended or debarred by the Federal government?	No	Eligible
2. Is the organization currently delinquent in submission of the Subrecipient Annual Report for any of the past three years?	No	Eligible
3. Is the organization currently delinquent in submission of the Single Audit Report for any of the past three years?	Yes	Ineligible
4. Does the organization have a UEI ?	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.	Small	0
6. Rate the complexity of the program.	Slightly Complex	10
7. Will the subrecipient purchase real property, equipment, or supplies for this program?	No	0
Subrecipient Experience	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	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 and indirect cost rate that is approved and current? If "Yes", enter approving agency and date of approval	Yes	

Agency: DHHS		Date: June 29, 2023		
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	
Policies and Procedures*		Answer	Points Awarded	
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	
Project-based Risk Assessment		Answer	Points Awarded	
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	

Risk Rating	Risk Score
Ineligible	10

Monitoring Requirements	
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

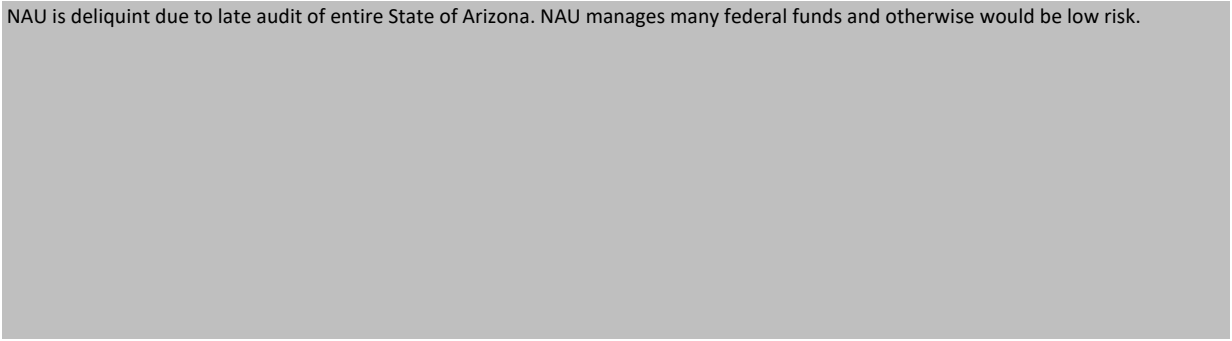
Assessor 1: Name, Date	Assessor 2: Name, Date	Assessor 3: Name, Date

Justification for issuing award to high-risk subrecipient

Organization Name	Arizona Board of Regents for and on behalf of Northern Arizona University
Grant Number	
Grant Title/Description	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.

NAU is delinquent due to late audit of entire State of Arizona. NAU manages many federal funds and otherwise would be low risk.





ADOT Agreement Number	GRT-21-0008177-T
Program/Phase/Federal Aid	STBGP PFM2203P FMPT022
Unique Entity Identifier (UEI)	GZK6YNLWC3S3
SAM.GOV CAGE Code	8HE44
Description	Subrecipient agreement for Project Funding

MASTER SUBRECIPIENT AGREEMENT (Agreement)
 BETWEEN
 FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION
 AND
 ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
 NORTHERN ARIZONA UNIVERSITY

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 ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of NORTHERN ARIZONA UNIVERSITY, a public institution of higher education, herein referred to as "NAU" or "SUBRECIPIENT". METROPLAN and 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 NAU and METROPLAN through the sharing of information.
- 2) METROPLAN's 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 metropolitan 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) Arizona Department of Transportation (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.

Catalog of Federal Domestic Assistance (CFDA)			
CFDA Number	Agency	Grant Program	Title
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5304/5305	Metropolitan Transportation Planning

20.513	FTA	5310	Capital Assistance Program for Elderly Persons and 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 NAU 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:

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	NAU	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 Local Public Agency (LPA) Disadvantaged Business Enterprise (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 Business Engagement and Compliance Office (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 to ADOT
Within 90 days of Annual Notification	X		Sign, Affirm, and Return Federal Transit Administration (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 and 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, as needed.
- 4) Be responsible for the cost of any NAU 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 of Arizona'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.

NAU 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 NAU's performance as a SUBRECIPIENT, as METROPLAN, ADOT, the current Federal funding legislation, FHWA, and/or FTA may require.

Upon closeout of the award, NAU shall notify METROPLAN that the project is complete and provide all required financial documentation and deliverables for their records. NAU shall close out all procurement including through the UTRACs software system as needed.

(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 1.0 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 1.0.

The Parties acknowledge that the final Projects' costs may exceed the initial estimate(s) shown in Schedule 1.0, and will include in Schedule 1.0 the Party responsible to pay, any and all eventual, actual costs exceeding the available federal funds as set forth in Section 1.0. The Parties acknowledge that responsibility may change with the nature of any given task. 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 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 of Arizona funds shall not be eligible for reimbursement. NAU may only expend funds for Projects as noted in applicable Schedule 1.0.

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 NAU 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 such sources to be identified in Schedule 1.0 and may include METROPLAN. 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. NAU shall permit METROPLAN and its auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet such requirements.

(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 of Arizona, 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 Multimodal Planning Division (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
 - 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 NAU directly to:
 - a. 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. NAU 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 20th 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 NAU 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 NAU, 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:** NAU’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 in or with respect to any document or data furnished therewith or pursuant hereto
2. Litigation: There is then pending litigation with respect to NAU’s performance of any of its duties or obligations which may jeopardize or adversely affect this Agreement, or payments to NAU
3. Conflict of Interests: NAU 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 NAU 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 Agreement 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 the State or Arizona and has adopted the State Procurement Code pursuant to Arizona Revised Statutes (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 AZ UTRACS "bidder's list" purposes that were established in advance with the submission of the Work Program/Work Plan. When new procurements using funding under this Agreement are needed, email MPDCONTRACTS@AZDOT.GOV to request the new "contract/project number" to be used in AZ UTRACS 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 of Arizona 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 and www.fhwa.dot.gov/construction/cqit/form1273.cfm and <http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>, as revised from time to time,
4. FTA funded procurements/contracts: Circular 4220 Third Party Contracting Guidance or its Appendix D, as revised from time to time, available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>. Procurement Pro from National Rural Transit Assistance Program (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 of Arizona policies for Travel. In the event NAU chooses to reimburse vendors or employees at rates higher than those authorized in State of Arizona 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 of Arizona 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

All proper permits must be obtained to conduct business or work on ADOT's 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".

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 Agreement (hereinafter referred to as "contract"), NAU, 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 Agreement (hereinafter referred to as "contract"), NAU, 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 Department of Transportation (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 www.arizonalpa.dbesystem.com the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.

- | | | | |
|---|---|----|---|
| ✓ | ✓ | 12 | No later than 15 days after the end of each month, the SUBRECIPIENT reports payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located com. |
| ✓ | ✓ | 13 | Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com |
| ✓ | ✓ | 14 | Monitor and ensure that contractors enter and report subcontractor payments by the last day of each month for the previous month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications. |
| ✓ | ✓ | 15 | Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: <ul style="list-style-type: none"> - Withholding payments; - Assessing sanctions; - Liquidated damages; and/or - Disqualifying the contractor from future bidding on the grounds of being non-responsible. |
| ✓ | ✓ | 16 | ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee's decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT. |
| ✓ | ✓ | 17 | Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal. |
| ✓ | ✓ | 18 | Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal. |
| ✓ | ✓ | 19 | Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award. |
| ✓ | ✓ | 20 | Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 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 *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:*
- *Withholding payments;*
 - *Assessing sanctions;*
 - *Liquidated damages; and/or*
 - *Disqualifying the contractor from future bidding on the grounds of being non-responsible.*
- ✓ ✓ 24.b *Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.*
- ✓ ✓ 24.c *Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.*
- ✓ ✓ 24.d *Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.*
- ✓ ✓ 24.e *Subcontract Payment Reporting in the DBE system:*
- ✓ ✓ 24.e.1 *The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FHWA and FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).*
- ✓ ✓ 24.e.2 *The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (<https://adot.dbesystem.com>), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.*
- ✓ ✓ 24.e.3 *If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.*
- ✓ ✓ 24.f *The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.*
- ✓ 24.g *Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.*
- ✓ 25 Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
- ✓ 26 Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.

- ✓ 27 Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
- ✓ 28 Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website www.azdot.gov/bec: <https://azdot.gov/sites/default/files/2019/09/2017-mpo-checklist-ps-final-2-7.pdf>.
- ✓ 29 Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
- ✓ 30 Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD DBE Liaison and Regional Planner/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

Section 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 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 – Office of Sponsored Projects 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; epidemics; pandemics; 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 "indemnatee") 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 indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnatee, 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

To the extent permitted by A.R.S. § 41-621 and § 35-154, NAU shall be responsible for any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Agreement's performance or use of materials furnished or work performed under this Agreement due to the acts or omissions of NAU, its employees or agents. 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 of Arizona 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, it is the written determination of each Party's legal counsel that the Parties are authorized under the laws of the State of Arizona 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/Forced Labor of Ethnic Uyghurs 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. The SUBRECIPIENT warrants that it is not engaging in any activities involved with the forced labor of ethnic Uyghurs as defined in and prohibited by A.R.S. 35-394.
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:
Northern Arizona University Office of Sponsored Projects 525 S. Beaver St., PO Box 4130 Flagstaff, Arizona 86011 (928) 523-4880 NAU-OSP@nau.edu	FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION Karen Moeller, Clerk of the Board 3773 N Kaspar Drive Flagstaff, AZ 86004 (928) 266-1293 Karen.moeller@metroplanflg.org

8. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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	ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY
---	--

By	By
Printed Name:	Printed Name:
Title:	Title:
Date	Date

ATTEST	
FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION	ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY

By	By
Printed Name:	Printed Name:
Title:	Title:
Date	Date

APPROVAL OF AGREEMENT

I have reviewed the above referenced Agreement, BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF 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 ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY to enter into this Agreement.

DATED _____

_____ David Wessel

Attorneys for FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION
MANGUM, WALL, STOOPS & WARDEN, PLLC

APPROVAL OF AGREEMENT

I have reviewed the above referenced Agreement, BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF 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 ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF 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 _____

_____ Brandon Kavanagh

Michelle G. Parker, Vice President for Legal Affairs and General Counsel for
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF 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		MPO Tracking Number (Use format: MPOname; RTAP use "MORTAPay") (By - last 8 digits of the State Fiscal Year (July 1 - June 30))										
Agency Name					Contract Number (Only Use for Executed IPA, GRV, ISA, or ISA)										
Agency PM Name / Email (Necessary if Unsubscribed / Rejected / Paid)					AFIS GAE Number										
Invoice Number		Invoice Status (Select from List)		Invoice Date		Subrecipients Leave Blank									
Subrecipient Comment (Optional)				Billing Period		Federal Funding Agency (Select from List)									
Remit Payment to (Select from List)						Funding Program (Select from List)									
Entry required in field EB						Entry required in fields E2 and N6									
Subrecipients Leave Blank															
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED															
Agency Identifier or Reference	GAE Line No	Program / Phase	Race Conscious DBE Goal %	Project Description	Original Federal Award	Approved Changes to Federal Award	Total Awarded Federal Budget	\$ (Net Amount) Invoiced Previously	Balance (Total Budget - Previously Invoiced)	Billing for This Invoice Prior to Reductions	Other Reductions in a: Fees, BECO 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			
Submitter Certification required pursuant to 4 CFR 200.415: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise, (U.S. Code Title 38, Section 1001 and Title 51, Sections 5729-5730 and 5801-5812).															
I Confirm No Race Conscious DBE Goal was Assessed for the Project(s) and No A2 DBE Firms Participated.															
Submitter - Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed		Optional - 2nd Authorized Signatory		I certify that my typed signature is a legally-binding signature.				Date Signed	
Please Leave Blank															
Please Leave Blank				Please Leave Blank				Please Leave Blank				Please Leave Blank			
ADOT PROGRAM/PROJECT MANAGER REVIEW															
The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met.		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: BECO required DBE Forms are attached.													
FMS PROCESSING															
Status		Warrant / Check / ACR Payment No and Date				Date		A/P or C/A Processed By		Color Key					
										Pink with Red Text = Entry/Correction Required					
										White Label = Field Data Provided in ADOT Documentation					
										White Field = Entry in Field Permitted					
										Pole Orange = Form Calculated Field					
										Teal = Vendor/Customer Generated					
										Grey = Disregard Field					

EXHIBIT B

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M/D): (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, M/D): (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned			12. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law alone when this 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 \$100,000 and not more than \$500,000 for each such failure.					
Federal Use Only:			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEETApproved 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.

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)

Page 2 of 5

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

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)

Page 4 of 5

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

Effective: July 23, 2019

Review: July 23, 2021

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

Page 5 of 5

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 1.0

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

Tasks 1 – 3 to be completed by December 31, 2024 and the remainder by May 15, 2025, unless an extension is mutually agreed to by both Parties.

Budget

METROPLAN Federal-aid funds (CFDA 20.205)	\$58,500.00
METROPLAN Local funds (Federally required local match)*	\$ 3,536.00

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

NAU Scope of Work

1. Microsimulation

1.1 Conduct two rounds of microsimulation for the W. Route 66 corridor. The corridor extends from Milton Road to the I-40 interchange. METROPLAN to supply land use scenario traffic volume results from its Regional Transportation Demand Model (TDM) for all model runs. NAU will be responsible for any needed balancing traffic flows through intersections along the corridor. MetroPlan to provide calibrated DTA model for the study corridor.

1.2. Round 1 – two corridor solutions against two land use scenarios; total 4 model runs

1.2.1. MetroPlan to provide the solutions and scenarios. MetroPlan may consult with NAU on corridor solution development.

1.2.2. NAU to present results of round 1 to MetroPlan’s W. Route 66 Operational Assessment Project Advisory Group (PAG); Technical Advisory Committee (TAC) and staff to provide guidance on network adjustments to be made for Round 2 to improve corridor performance

1.3. Round 2 – two corridor solutions against one land use scenario; total 2 model runs

2. Microsimulation measures of effectiveness (MOE), if available through the microsimulation software, to be reported for each model run

2.1. At a minimum:

2.1.1. Automobile directional travel time in the corridor

2.1.2. Transit directional travel time in the corridor

2.1.3. Vehicular Level of Service at intersections overall and for each turn movements

2.1.3.1. Report in tabular and graphical formats

2.1.4. Vehicular queue length at intersections

2.1.5. Non-motorized intersection level of service

2.1.6. Network delay (NOTE: if we are using the entire regional network then latent delay should not be an issue)

2.1.6.1. Signal/Stop control delay

2.2. Upon consultation with MetroPlan (if Transmodeler is best to develop):

2.2.1. Vehicle Miles of Travel (VMT)

2.2.1.1. VMT may be better reported out of the TDM; if so, MetroPlan is responsible to provide.

2.2.2. Vehicle Hours of Travel (VHT)

2.2.2.1. VHT may be better reported out of the TDM; if so, MetroPlan is responsible to provide.

2.3. NAU to present results of Round 2 to PAG and TAC

3. Warrant Analysis

3.1. Using the new 2023 MUTCD, conduct a warrant analysis for not more than two select unsignalized intersections; user volume data to be provided by MetroPlan

3.2. Using the appropriate NCHRP method, conduct a suitability analysis for possible pedestrian treatments at not more than two select mid-block crossings; data for analyses to be provided by MetroPlan

4. Traffic Signal Timings

4.1. For traffic signal timings provided in Transmodeler, develop a timing plan that meets ADOT performance standards; timing plans may be developed for additional time periods if timing data is provided by MetroPlan in a format easily ingestible into TransModeler.

4.2 Presentation on Warrant Analysis and Traffic Signal Timings

5. Technical Memo: Produce a technical memo describing methods and processes for the analyses and evaluations

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

7. Present Report to the PAG and TAC as needed.

SCHEDULE 1.1

Budget and Project(s) Scope

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

Term

Task 1 to be completed by June 30, 2025, unless an extension is mutually agreed to by both Parties.

Budget

METROPLAN Federal-aid funds (CFDA 20.205) \$3,000.00

METROPLAN Local funds (Federally required local match)* \$182.00

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

NAU Scope of Work

1. Warrant Analysis

1.1. Using the new 2023 MUTCD, conduct a warrant analysis for not more than two select unsignalized intersections; user volume data to be provided by MetroPlan

1.2. Using the appropriate NCHRP method, conduct a suitability analysis for possible pedestrian treatments at not more than two select mid-block crossings; data for analyses to be provided by MetroPlan



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Sandra Tavel, Transportation Planner

SUBJECT: FY2026 Greater Arizona Funding Initiatives - Rural Transportation Advocacy Council (RTAC)
Bill Regional Projects Discussion

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 1.3: Coordinate partners' legislative priorities related to transportation

3. BACKGROUND:

The Rural Transportation Advocacy Council (RTAC) represents 11 small Councils of Government (COGs) and Metropolitan Planning Organizations (MPOs) around the State – noting that Bullhead City recently formed an MPO. The mission of RTAC is to protect and promote rural and small metropolitan transportation interests, as well as creating a stronger and more effective rural transportation advocacy network in Arizona. Supervisor Jeronimo Vasquez serves on the RTAC Board and Vice-Mayor Miranda Sweet is the Alternate. For the last three years, RTAC has put forward pieces of legislation to fund transportation projects across the state, which is called the “RTAC Bill”.

The RTAC Bill pursues funding through the Governor and State Legislature as a special budget appropriation. This is not funding that would be apportioned through ADOT. The funding would go *directly* to local agencies for local projects. This process mirrors the previous legislative session process. A funding proposal is allocated to each COG or MPO region by population. The MetroPlan region is allocated \$26,649,600 of the \$480,000,000 bill.

The major benefit of this statewide approach is that it amplifies MetroPlan's request and enlists additional champions. Our request will be packaged with the requests of 11 other COGs and MPOs. For example, rather than MetroPlan submitting a standalone request (final amount pending RTAC Board decision) and soliciting support, we will partner with 11 other organizations that all want to be



METROPLAN

GREATER † FLAGSTAFF

successful. Through partnerships, we can amplify our voice and link up with additional champions. *MetroPlan and each agency should also advocate for their projects separately to increase the likelihood of inclusion in the final budget.* This action is a key advocacy component.

Projects the State finds compelling should be considered since the State would provide the funding. Items that should be considered are:

- Local match percentage and any other partnership funding
- Timeliness/ shovel ready
- Issues of importance to regional representatives: rural and tribal benefits
- Projects of statewide impact such as those on the state highway system

RTAC has asked each organization to provide priority projects and make the case for funding in time for the Rural Transportation Policy Summit in October, which means projects must be approved by the MetroPlan Board before their September meeting. This TAC meeting is the last one before summer recess.

MetroPlan staff provided the following recommendation to the TAC.

1) MetroPlan Recommendation: Use the bill to request funds for US180 and W Route 66.

1.1 US180 project be included in the bill because it was selected as the top project in the MetroPlan region on the state highway system: **US180 Corridor Wide Improvements: \$8 million**

- Strengths of this safety-focused project include:
 - Location on high-injury network
 - ADOT-owned roadway; state legislators see state-owned roadways as their priority for funding vs locally owned roads
 - Citation in several state, regional and local plans | ADOT US180 Corridor Master Plan; MetroPlan Regional Transportation Safety Plan; City of Flagstaff Active Transportation Master Plan; Mountain Line Flagstaff in Motion; ADOT Active Transportation Safety Action Plan

1.2 **West Route 66** has a total of \$31,846,500 in recommendations for full build in the Operational Assessment. The City has approximately \$11 million for priority improvements. Additional funds could help achieve more recommendations: **\$18 million**

- Strengths of this project include:
 - ADOT-owned roadway that covers multi-jurisdictional areas
 - Financial support (\$10.8 million) from the City of Flagstaff from its Proposition 419 funds (illustrates skin in the game)



METROPLAN

GREATER † FLAGSTAFF

- Aligns with MetroPlan’s strategic priority #2: deliver plans that meet partner and community needs, objective 2.4: position partners for successful implementation of plans

MetroPlan offered the following alternative approaches to the TAC for discussion:

2.1 TAC could provide direction to not include US 180 and split the entire \$26M in other ways.

2.2 The TAC could provide direction to include US180 and split the remaining \$18 million between partners for projects of their choosing:

- a. City of Flagstaff: \$6 million
- b. Coconino County: \$6 million
- c. Mountain Line: \$6 million

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC chose to table this discussion for further consideration via Special Meeting that will be scheduled in July. TAC members want to see US89 and Burris Crossing (signal or roundabout) and the Lone Tree Overpass projects potentially included in the FY2026 RTAC Bill due to their shovel-readiness. Vice-chair Reisner also wishes to discuss a universal priority to gauge if the region is willing to put effort into a single project. A listing of pros and cons will be presented at this Board meeting for each recommendation and alternative.

5. FISCAL IMPACT:

There is no cost to pursue this funding, however, support of our legislative liaison will be critical for funding to be included in the final state budget. MetroPlan budgeted \$19,992 in local funds for legislative services for fiscal year 2026.

6. ALTERNATIVES:

None. This item is for information and discussion only.

7. ATTACHMENTS:

FY2025 RTAC Project One-Pagers

Lone Tree Overpass and Corridor: Phase 2



Project Overview

MetroPlan requests \$18,268,353 in support of **Lone Tree Overpass and Corridor: Phase 2**.

The Lone Tree Overpass and Corridor will connect to improvements currently under construction and will create a new north-south roadway connection that extends Lone Tree Road between O'Leary Street to the south and Route 66 (ADOT) to the north. The roadway will be on a grade-separated bridge that will go over the BNSF Railway main line corridor and the United States Army Corps of Engineers' future Rio de Flag Channel. This new overpass and corridor improvements will provide connectivity, traffic congestion relief on streets like Milton Road (ADOT), San Francisco Street, and Beaver Street, and improved mobility to surrounding neighborhoods. The overpass connection will also complement the community's need for multi-modal options with bicycle and pedestrian access points connecting to the Flagstaff Urban Trail System (FUTS).

Lone Tree benefits to Flagstaff and the region:

- Access to future growth areas
- Improves north/south access to Northern Arizona University (NAU) and the downtown business district
- Improves pedestrian and bicycle mobility and safety
- Provides more effective evacuation routes
- Lessens congestion on Milton Rd. (ADOT) and in the core of the City

Project roadway and bridge design is complete. BNSF Railway design completion is anticipated for summer 2024. South segment construction will start fall of 2024.

Project Lead
City of Flagstaff, Arizona

Project Schedule
Construction begins in 2025
Est. Completion in 2027

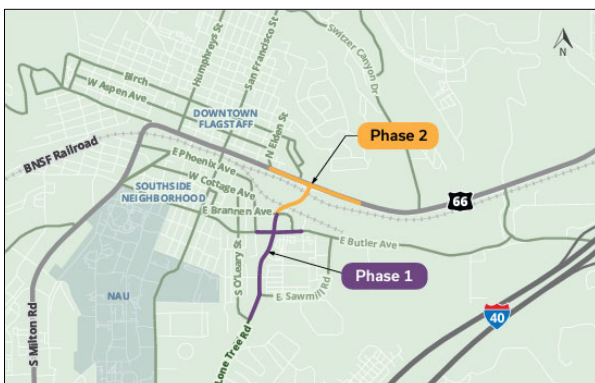
Project Cost
Total Project Cost: \$73,850,000
State Funding Request: \$18,268,353
Local Contribution: \$55,581,647 (75%)

Contact Info
Paul Mood
City Engineer, City of Flagstaff
928-213-2675
paul.mood@flagstaffaz.gov

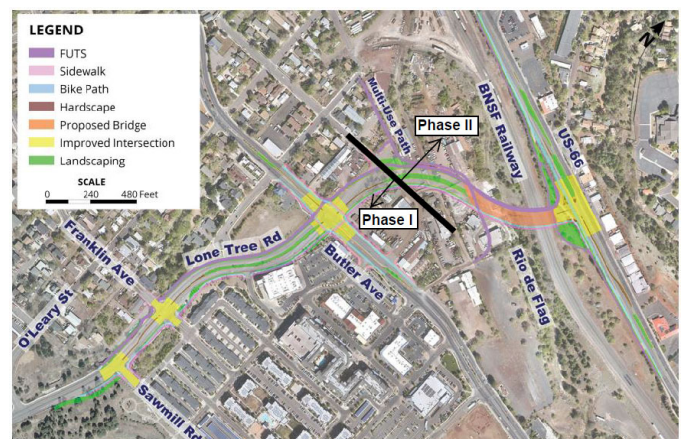
Location
City of Flagstaff
Coconino County
AZ Legislative District 6
Flagstaff Region

GREATER FLAGSTAFF

Vicinity Map



Project Site



Match: Four Electric Buses



Project Overview

Funding supports contribution of match funding for four electric buses. Mountain Line is proactive about maintaining state of good repair for vehicles, exemplified by the fact that Mountain Line has never had a finding related to maintenance in an FTA Triennial Review. Recent investment in a state-of-the-art indoor bus storage facility prolongs vehicle life and allows Mountain Line to maintain exceptional on-time performance. Routine vehicle maintenance is done in-house, allowing close oversight and high standards of care. Funding this project will ensure transit continues to play a vital role in a functioning transportation system.

Project benefits:

- Improves Mountain Line's overall state of good repair and modernizes our fleet
- Ensures reliable transit service
- Reduces an unexpected mechanical failure, resulting in reduced costs and increased reliability
- Reduce the number of fixed route breakdowns, saving fleet staff time and money to rescue vehicles in the field



Project Lead

Mountain Line



Project Schedule

Est. Completion Summer 2026



Project Cost

Total Project Cost: \$4,793,063

State Funding Request: \$958,613

Federal Contribution: \$3,834,450 (80%)



Contact Info

Jeremiah McVicker

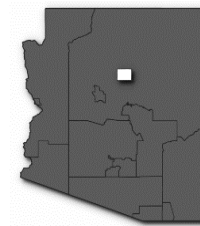
Maintenance Manager

928-679-8939

jmcvicker@mountainline.az.gov



Location



City of Flagstaff
Coconino County
AZ Legislative District 6
Flagstaff Region



METROPLAN
GREATER FLAGSTAFF

Photo



Match: Maintenance Facility Improvements



Project Overview

Funding supports contribution of match funding for the construction of a new bus maintenance facility at Mountain Line's headquarters in Flagstaff, AZ. The existing maintenance facility was built prior to Mountain Line receiving six 60 foot articulated buses in 2012. The facility is not long enough to accommodate articulated buses, causing issues during inclement weather since half of the vehicle is outdoors, and not tall enough to safely perform work on batteries.

This funding will improve the condition of the transit system by providing the necessary space and upgrades to safely perform work on articulated and electric buses, enable growth, and enhance workflow efficiencies which will modernize Mountain Line's headquarters.

Project benefits:

- Prepare Mountain Line for system and vehicle expansion to meet community transit needs
- Improve bus reliability and transit system condition by having adequate maintenance space
- Extend the life of buses and get them back on the road faster
- Improve safety and efficiencies for staff
- Maintain a state of good repair and ensure reliable services



Project Lead

Mountain Line



Project Schedule

Est. Completion Summer 2026



Project Cost

Total Project Cost: \$20,447,500

State Funding Request: \$2,044,750

Federal & Local Contribution: \$18,402,750



Contact Info

Anne Dunno

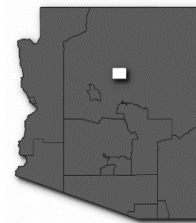
Capital Development Manager

928-679-8942

adunno@mountainline.az.gov



Location



City of Flagstaff
Coconino County
AZ Legislative District 6
Flagstaff Region



Site Photo



Project Overview

The Arizona Department of Transportation (ADOT) completed a Roadway Safety Audit in October of 2023 as requested by Coconino County and recommended a two-lane roundabout at the intersection of US89A and Burris Lane.

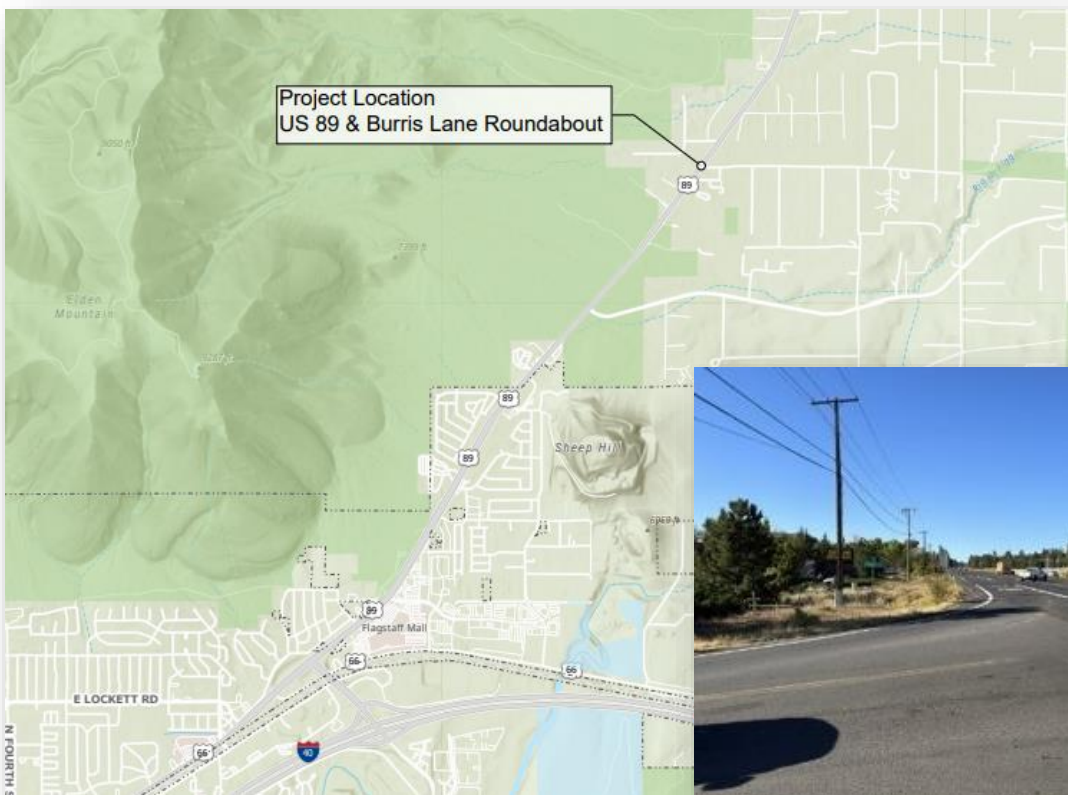
Between 2018 and 2022, 105 crashes that include 5 fatal and high severity left-turn crashes occurred in this area. Speeding was also identified as a problem. The recommended counter measure to reduce the high severity left turn crashes at the intersection and provide traffic calming within the corridor, is to install a roundabout at the intersection.

The project improves safety for the community and overall traveling public. This corridor is key for tourism to the Grand Canyon and other recreational sites that significantly contribute to the greater Arizona economy.

The project includes:

- Design | March 2028
- Construction | Spring 2030

Vicinity Map & Site Photo



June 5, 2025 EB Meeting Packet



Page 174 of 183



Project Lead

Coconino County



Project Schedule

Est. Completion in 2030



Project Cost

Total Project Cost: \$6,500,000
State Funding Request: \$5,650,000
Local Contribution: \$850,000



Contact Info

Christopher Tressler

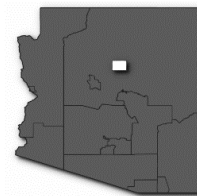
Director, Public Works

928-679-8317

ctressler@coconino.az.gov



Location



Doney Park
Coconino County
AZ Legislative District 6
Flagstaff Region





METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: David Wessel, Planning Manager

SUBJECT: 2024 Flagstaff Trip Diary Survey Final Report

1. RECOMMENDATION:

None. This item is for information and discussion only.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2: Deliver Plans that Meet Partner and Community Needs

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

3. BACKGROUND:

MetroPlan conducts a trip diary survey in the fall every six years (2006, 2012, 2018) and completed the 2024 survey analysis and reporting this spring. Survey results are used in numerous ways including:

- Calibration of inputs to the Regional Transportation Demand Model
- Insights into barriers to transportation and mobility
- Equity perspectives on access to transportation
- Demand for a range of transportation demand management strategies

The trip diary survey is comprised of two parts: a diary where participants log every trip they take on a single appointed day; and, a survey of basic demographic information, trip behaviors, and travel preferences.

Key Findings:

1. Increase in Walking Mode Share

- The reporting of walking, jogging, and running trips significantly increased in 2024 (22.7%, up from 11.7% in 2018). This change is likely due to the enhanced reporting capabilities of the online survey format, which facilitates easier logging of smaller recreational trips – an added trip-type question, in addition to behavior changes with more flexibility in typical workdays post-pandemic.



METROPLAN

GREATER † FLAGSTAFF

- However, as a portion of all miles traveled the pedestrian mode share remained relatively similar to 2018 (4% of all miles traveled versus 3% in 2018).
- 2. Consistent Commuting Patterns with Emerging Flexibility**
- Work commute trips remain largely dominated by personal vehicles (75.1%), but there is a slight decline in SOV usage (61.7%, down from 66.6% in 2018).
 - Flexible work schedules and telecommuting have become more prevalent, with 44% of employed respondents traveling to work five days a week, down from 63.3% in 2018.
 - Among those with access to teleworking, 95% utilized the option, reflecting a post-COVID shift towards more flexible work arrangements.
- 3. Increase in the percentage of people not traveling on their travel day**
- Overall, more Flagstaff residents stayed home and did not leave their house on their assigned travel day (6.8% in 2024 vs 4.3% in 2018).
 - This difference was even more pronounced outside of the City's Core area. In the Rest of Flagstaff, 7.1% of persons stayed home versus 4.5% in 2018 and in the Rest of FMPO area, 12.5% stayed home versus 4.5% in 2018.
- 4. Increased Adoption of Delivery Services**
- The proportion of residents that received at least one delivery on their travel day rose from 8% in 2018 to 25% in 2024. Overall, across all participants 19% indicated receiving deliveries that directly replaced trips which is a huge increase from the previous 3% seen in 2018, 2012, and 2006.
 - This shift underscores a lasting change in the availability and use of deliveries and the convenience of home delivery services for some local trips.

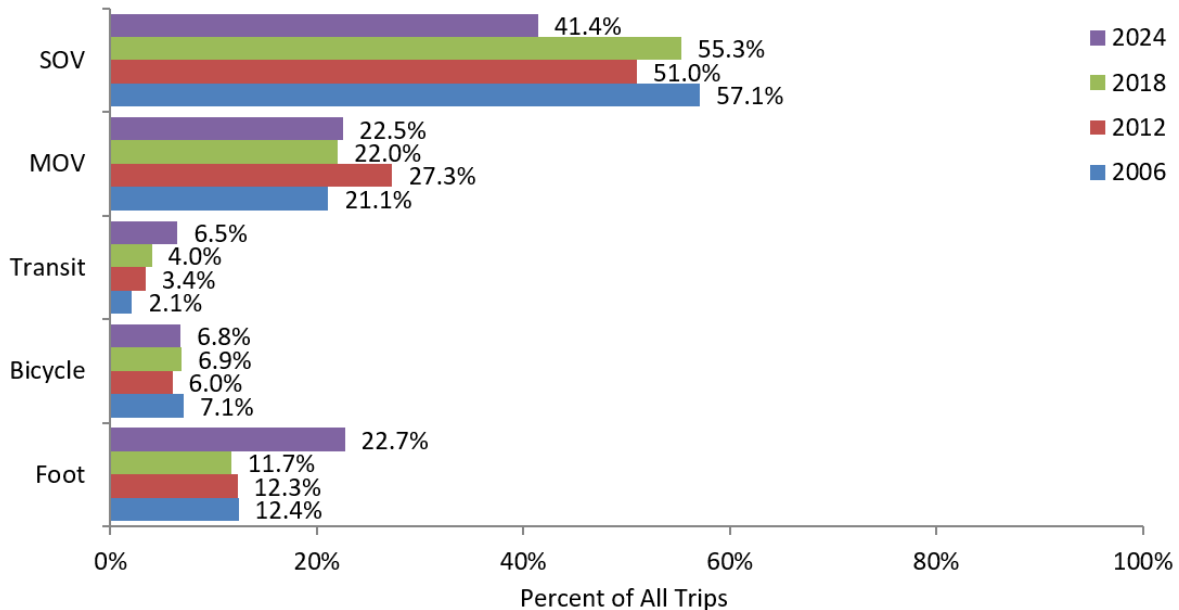
While significantly more residents indicate receiving a delivery that replaced a trip, most are still making a similar number of trips throughout the day, just for other purposes. Overall, the average number of trips per day per person decreased from 5.0 trips (2018) to 4.5 trips (2024).



METROPLAN

GREATER FLAGSTAFF

Figure 4: Modal Share of All Trips, by Year



WestGroup Research of Phoenix conducted this year's survey. WestGroup acquired 5000 random addresses and mailed out solicitation letters on Friday, September 13, 2024. Addresses included an oversampling of NAU students and Hispanic households, two groups with historically lower response rates. Despite numerous reminder calls and emails, returns were low, perhaps due to "survey fatigue" during the presidential campaign. Consequently, staff agreed to acquire more NAU addresses and the use of a convenience sample from the City's Community Forum contact list. The target of 400 returns was surpassed. A comparison of the random sample returns and convenience sample returns showed not only very similar demographics, but similar rates of transportation mode use.

In addition to the follow-up phone calls and use of the convenience sample, another difference is that the survey instrument took place completely online. This reduced data entry costs and may have contributed to participants entering more short trips due to ease of entry. Some secondary differences, mainly in additional or slightly modified questions, also exist.

The full report is available by link through this report, and more details will be presented at the meeting.



METROPLAN

GREATER † FLAGSTAFF

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC had no comments on the Trip Diary Survey. The Management Committee was not presented this item prior to packet distribution. Notable comments will be shared with the Board at the meeting.

5. FISCAL IMPACT:

The WestGroup was paid the contracted amount of \$59,700. Their billing indicated actual expenses of closer to \$75,000, an important reference for the next survey.

6. ALTERNATIVES:

None. This item is for information and discussion only.

7. ATTACHMENTS:

Link: [2024 Trip Diary Report](#)



METROPLAN

GREATER ↑ FLAGSTAFF

STAFF REPORT

REPORT DATE: May 12, 2025

MEETING DATE: June 5, 2025

TO: Honorable Chair and Members of the Executive Board

FROM: Kim Austin, Transportation Demand Management Planner

SUBJECT: Transportation Demand Management (TDM) Update

1. RECOMMENDATION:

None. This item is for discussion only.

2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 4: Implement Programs that Encourage Mode Shift

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

3. BACKGROUND:

Safer People Campaign:

The Safer People Campaign is an educational safety campaign based on the Federal Highway Administration Safer Systems Approach and is part of the MetroPlan Transportation Demand Management Program (TDM). Mountain Mojo Group was hired to assist with the campaign and they set four goals.

1. To reach a total of 2,250 followers on Meta by September of 2025. (76% of Instagram and 44% of Facebook goal reached in May of 2025)
2. To reach a total of 1250 post interactions on Facebook and Instagram. (87% of Facebook and 44% of Instagram goal reached in May of 2025)
3. To reach 8,900 unique website visitors by September of 2025 (increased by 448 as of May 2025)
4. To increase email subscribers by 100 new contacts by September of 2025. (66% of goal reached in May of 2025)

Four safety awareness campaigns have been released to date:



METROPLAN

GREATER ↑ FLAGSTAFF

1. Safer People and Infrastructure Updates (February 2025)
2. Common Crash Factors (March 2025)
3. Pedestrian Safety Tips (April 2025)
4. Bike Safety Month (May 2025)

The campaign theme is “Safer Journeys Together” and reminds the community we all share the roadway. We all have an important part to play to maintain safety so everyone can arrive home safely.

Cheshire Slow Street Asphalt Art Project:

It has been 1 year since the installation of the artwork. City of Flagstaff staff have been very helpful cleaning and preparing the area for photos. One-year photos were part of the Bloomberg grant requirements. As a reminder, the paint used was Sherwin Latitude Exterior eco-friendly paint without primer or sealer. The artwork is still very beautiful!

Car-free Artwalk:

May 2, 2025, First Friday Artwalk was car-free. The event was sponsored by Creative Flagstaff as a part of ArtX. Over 400 community members responded to a survey and overwhelmingly expressed their interest in more car-free events. Some comments from the event:

- “The kids playing safely in the street was so so sweet. More car free days and nights this summer please!”
- “We loved this! My 10-year-olds danced in the street, chased bubbles, played on the city bus and loved the live music. It seems like our downtown was made for Car-Free special events! Hope to see many more of them!!”
- “Crazy how when there aren’t cars downtown people are showing up and hanging out, more of this please!” Let’s really aim to be the bike safe town we advertise to be!”

Ride Your Bike Week:

MetroPlan partnered with Flagstaff Biking Organization to host events during Ride Your Bike Week. This partnership is an integral part of the TDM program to encourage multimodal transportation. MetroPlan specifically led the Kidical Mass Ride at Sechrist Elementary. The approximately 100 event attendees, including Member Garcia, rode the FUTS and enjoyed some well-deserved ice cream afterwards!



METROPLAN

GREATER ↑ FLAGSTAFF

4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee did not meet prior to Board packet distribution. Notable comments from the Committee will be shared with the Board at the meeting.

5. FISCAL IMPACT:

The Safer People Campaign is funded through the Carbon Reduction Program.

6. ALTERNATIVES:

None. This item is for information and discussion only.

7. ATTACHMENTS:

None.



METROPLAN

GREATER † FLAGSTAFF

STAFF REPORT

REPORT DATE: May 16, 2025

MEETING DATE: June 5, 2025

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

Staffing changes:

- Sandra Tavel, Transportation Planner, is leaving MetroPlan after 2.5 years of service. Her last day is June 16th. Sandra has left a lasting mark on the MetroPlan region with her support for over \$100 million in awarded transportation grants that will transform the region with stronger multimodal infrastructure, flood mitigation on US89, and the creation of community character through streetscapes. Sandra also led new prioritization processes, including the Strategic grants plan and ADOT Planning to Programming regional priority, both projects are integral to delivering our mission. Sandra will be missed on the team, particularly for her strong care for others, inquisitiveness, and humor she has brought to the office.
- We are thrilled to welcome Tami Suchowiejko to the MetroPlan team as our Business Manager. Tami brings over a decade of Business Management experience at Coconino County to the team, including knowledge of federal grants and associated compliance.
- Aubree Flores, our TDM Fellow, an AmeriCorps, is ending her term of service with MetroPlan after nearly 2 years. Her last day is May 22nd. Aubree was instrumental in the Cheshire Slow Street project. Aubree has assisted with our Title VI mapping, the VRU outreach, Public Participation Plan, and the Safe Routes to School program. Lastly, she updated MetroPlan's



METROPLAN

GREATER † FLAGSTAFF

social media policy and assisted the team in increasing our social media presence within the community. All of this was completed while she was finishing her coursework for a Bachelor's in Geography at NAU. Aubree will be missed but we wish her all the best as she moves into the planning world.

- Welcome to Melanie Nagel, our 2025-2026 Montoya Fellow. Melanie recently graduated from NAU with her bachelor's degree in Geography, Environment, and Society with a minor in Urban Planning and Design. Melanie is in an accelerated program to earn her master's degree in Geography with a certificate in Community Planning.

MetroPlan's move to the Downtown Connection Center takes place June 9th. All staff will be located out of this site. The new MetroPlan address is 216 W. Phoenix Ave, Flagstaff, AZ 86001. Staff will be working remotely June 4-6 to accommodate the move. Future meetings will be at the DCC.

Director Morley travelled to Phoenix on May 21st to meet with ADOT leadership on a variety of topics, including the importance of funding improvements on US180 as the priority ADOT project in the region. Director Morley, as the RTAC Advisory Committee Chair, discussed scoping for ADOT's next Long-Range Plan. The request is for the Plan to include a statewide needs assessment to understand the full extent of underinvestment in the Highway User Revenue Fund.

Kim Austin and Mandia Gonzales attended the First Friday Art Walk (car-free) on March 2nd to educate people who drive and bike how to use two-stage left turns. Many community members stated they found the information helpful in understanding their role at intersections.

4) TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The TAC expressed their thanks to Sandra for her work over the years. The Management Committee was not presented this item prior to packet distribution. Notable comments will be shared with the Board at the meeting.

5) FISCAL IMPACT:

None. These items are updates only.

6) ALTERNATIVES:

None. This item is for information and discussion only.

7) ATTACHMENTS:

None.