

AGREEMENT NO. _____

INTERGOVERNMENTAL AGREEMENT

**BETWEEN THE CITY OF PHOENIX AND
THE CITY OF GLENDALE**

**Federal Award Identification Number (FAIN) Nos.
AZ-2020-040, AZ-2020-042, AZ-2020-051, and AZ-2020-052-00**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “PHOENIX”) and the City of Glendale, a municipal corporation, duly organized and existing under the laws of the State of Arizona (hereinafter referred to as “SUB-RECIPIENT”). PHOENIX and SUB-RECIPIENT are sometimes referred to collectively as “**PARTIES**” and individually as a “**PARTY.**”

RECITALS

- A. The City Manager of PHOENIX is authorized and empowered by the City Charter’s provisions to execute contracts.
- B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. See A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c)(i) and (l).
- C. SUB-RECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the constitution and laws of this state, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power the enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11-951, et seq.
- D. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation (see A.R.S. Section 9-511 (A)); (2) appropriate and spend public monies on activities that “will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants” (see A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (see A.R.S. Section 9-499.01).

- E. Under A.R.S. § 11-952, SUB-RECIPIENT has the power to enter into agreements with governmental entities.
- F. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory authority and such activities do not conflict with any of the provisions of SUB-RECIPIENT's charter.
- G. Chapter 53 in Title 49 of the United States Code (formerly the Federal Transit Act of 1964) makes financial aid available to municipalities and local units of government that show a substantial effort toward the preservation, improvement, and operation of mass transit systems.
- H. For the purpose of OPERATING ASSISTANCE, PHOENIX successfully applied to the Federal Transit Administration (**FTA**) for a grant, which was awarded as FAIN Nos. **AZ-2020-040, AZ-2020-042, AZ-2020-051, and AZ-2020-052-00 ("Grant")**.
- I. SUB-RECIPIENT shall receive funds from that Grant and perform the work required as set forth in, which are attached to this Agreement and incorporated by reference. **Exhibits A-1, A-2, A-3 and A-4**.
- J. PHOENIX has been authorized by its City Council and SUB-RECIPIENT has been authorized by its Board of Directors to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement.

PHOENIX agrees to reimburse SUB-RECIPIENT for its federal share for the purchase of items/services shown in the "Project Description" box on **Exhibits A-1, A-2, A-3 and A-4**. SUB-RECIPIENT shall comply with all requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are incorporated by reference.

For any allowable and eligible indirect costs charged to the Grant, SUB-RECIPIENT shall provide a cost allocation plan/indirect cost rate approved by the SUBRECIPIENT's cognizant federal agency, or those without an approved cost allocation plan may elect to charge a de minimis rate of 10% of modified total direct costs ("**MTDC**") in accordance with 2 CFR Part 200.414 before receiving reimbursement. Reimbursement shall not exceed the federal

funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The total federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed **\$713,030**. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed, and reimbursement must be requested within 30 months of the Grant's award by FTA (*i.e.*, the FTA obligation date). That 30 months duration shall be the term of this Agreement. Funding for uncompleted and unbilled projects will be reassigned as needed to close out the Grant at the discretion of PHOENIX.

A. Local Share.

SUB-RECIPIENT shall provide a local match. The local match is currently estimated to be: **\$142,657**.

Capital Assistance (IVR Purchase): **\$12,104 (20% Local Match)**

Transit Security - Personnel Position: **\$12,500 (20% Local Match)**

Bus Purchase < 30 Foot: Buses (Replace 3 Dial-A-Ride Buses and 2 GUS Buses) Local Share Is **\$85,441 (85% Local Match)**

Preventive Maintenance Local Share is **\$32,612 (20% Local Match)**

B. Application for reimbursement of federal share

SUB-RECIPIENT shall submit its application for reimbursement of the federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003

1. The cover letter must identify PHOENIX's contract number and the period for which the application is submitted.
2. For any applicable reimbursements, SUB-RECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.

C. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies/services and corresponding proof of payment, such as cancelled checks or bank statements.
3. All vehicle purchases shall be accompanied with a "Vehicle Inventory Record Form."
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase Form."
5. All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or FTA may require.
7. An approved cost allocation plan on file with SUB-RECIPIENT's cognizant federal agency (**for all reimbursements of indirect costs**).

2. Exhibits and Incorporation by Reference.

The following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A-1	Federal Grant Pass-Thru Agreement Detail Summaries
Exhibit A-2	
Exhibit A-3	
Exhibit A-4	
Exhibit B	Federal Grant Reimbursement Form
Exhibit C	Required Reports
Exhibit D	Required Federal Provisions
Exhibit E	Partial List of Applicable Laws
Exhibit F	Master Grant Agreement, Table of Contents
Exhibit G	Required Local Provisions

The 2020 Section 5310 Phoenix-Mesa Urbanized Area Grant Application, Guidebook, and Program Guidelines are also incorporated by reference.

3. SUB-RECIPIENT Performance.

SUB-RECIPIENT shall complete the project for which the Grant's funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the Grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of Grant funds to SUB-RECIPIENT for that Grant.

4. Insurance.

SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in **Exhibits A-1, A-2, A-3 and A-4** in the event of damage or complete loss.

5. Indemnification.

SUB-RECIPIENT ("**Indemnitor**") must indemnify, defend, save, and hold harmless PHOENIX and its officers, officials, agents, and employees (**collectively, "Indemnitee"**) from any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) ("**Claims**") caused or alleged to be caused, in whole or in part, by the wrongful, negligent, or willful acts, errors, or omissions of Indemnitor or any of its owners, officers, directors, agents, employees, or contractors in connection with this Agreement.

6. Notice.

Any notice, consent, or other communication ("**Notice**") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission or email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows.

If intended for SUB-RECIPIENT:

Kevin Link, Transit Manager
City of Glendale
6210 W. Myrtle Avenue, Suite S
Glendale Arizona 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director

Page 5 of 27

City of Glendale

City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
FAX: (602) 495-2002
jesus.sapien@phoenix.gov

Notice shall be deemed received: (a) at the time it is personally served; (b) on the day it is sent by facsimile transmission or email; (c) on the **second business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, FAX number, email address, or the person to receive Notice by providing the other Party with a Notice of that change.

Notice sent by facsimile transmission or email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by facsimile transmission or email.

7. Effective Date:

The effective date is the date provided above.

The Parties have executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Ed Zuercher, City Manager

By _____
Jesús E. Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON APRIL 1, 2020.

CITY OF GLENDALE

By _____

ATTEST: APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for GLENDALE

801934v1

EXHIBIT A-1

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2020-040				
CFDA NUMBER: 20.513				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: <p style="text-align: center;">6210 W. Myrtle Avenue, Suite S Glendale, AZ 85031</p>				
GRANT SUB-RECIPIENT'S DUNS NUMBER: 077523579				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 60,520		
• Federal Share of TEPC:		\$ 48,416		
• Local Share/Match of TEPC:		\$ 12,104		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.42.20	–Equipment Purchase-IVR Equip	\$12,104	\$48,416	\$60,520

EXHIBIT A-2

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2020-042				
CFDA NUMBER: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: <p style="text-align: center;">6210 W. Myrtle Avenue, Suite S Glendale, AZ 85031</p>				
GRANT SUB-RECIPIENT'S DUNS NUMBER: 077523579				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 62,500		
• Federal Share of TEPC:		\$ 50,000		
• Local Share/Match of TEPC:		\$ 12,500		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Transit Security - Personnel	\$ 12,500	\$ 50,000	\$ 62,500

EXHIBIT A-3

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2020-051				
CFDA NUMBER: 20.526				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Avenue, Suite S Glendale, AZ 85031				
GRANT SUB-RECIPIENT'S DUNS NUMBER: 077523579				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 293,774		
• Federal Share of TEPC:		\$ 249,708		
• Local Share/Match of TEPC:		\$ 44,066		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase bus: < 30 foot - 3 replace (dial-a-ride)	\$ 44,066	\$ 249,708	\$ 293,774

EXHIBIT A-4

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2020-052-00				
CFDA NUMBER: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Avenue, Suite S Glendale, AZ 85031				
GRANT SUB-RECIPIENT'S DUNS NUMBER: 077523579				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 438,893		
• Federal Share of TEPC:		\$ 364,906		
• Local Share/Match of TEPC:		\$ 73,987		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase bus: < 30 foot - 2 replace (GUS)	\$ 41,375	\$ 234,459	\$ 275,834
11.7A.00	Preventive Maintenance	\$ 32,612	\$ 130,447	\$ 163,059

EXHIBIT B

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (“PTD”) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:		TO:
	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
------------------------	--

EXHIBIT C

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed. The obligations of SUB-RECIPIENT under this provision survive the termination or expiration of this Agreement.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress, the City Council, or any employee of PHOENIX or SUB-RECIPIENT has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise ("**DBE**") Regulations of the U.S. Department of Transportation ("**USDOT**"), 49 CFR Part 26. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, or directives (**hereinafter "Laws"**) applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. The Laws referred to above include federal, state, and local laws, and include those items set forth in **Exhibit D**.
5. The parties acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration ("**FTA**") Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with PHOENIX, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUB-

EXHIBIT D, Page 1

RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from PHOENIX. The Master Grant Agreement for FY2020 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as **Exhibit F** and are incorporated herein by this reference. The items listed in **Exhibit F** are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions, whether or not they are set forth in **Exhibit F**.

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("**IRCA**") and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity ("**EEO**") regulations of the U.S. Department of Transportation ("**USDOT**") Urban Mass Transportation Administration ("**UMTA**") Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ **50 or more** transit-related employees and requests or receives: (a) planning assistance under Section 8 or 9 of the Urban Mass Transportation ("**UMT**") Act (or any combination thereof) in excess of **\$250,000** in the previous federal fiscal year; or (b) capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act, 23 U.S.C. 142 (a)(2), or 23 U.S.C. 103(e) (or any combination thereof) in excess of **\$1 million** in the previous federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with **50 or more** transit-related employees shall provide an EEO Program Plan.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUB-RECIPIENT certifies that:

- A. SUB-RECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUB-RECIPIENT shall certify and disclose accordingly.

EXHIBIT D, Page 2

- B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUB-RECIPIENT, 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 the: (1) award of any federal contract; (2) grant of any federal loan; (3) provision of any federal grant; (4) entrance into any cooperative agreement; and (5) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- C. If any funds other than federally 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, SUB-RECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. 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.

EXHIBIT D, Page 3

EXHIBIT E

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (**hereinafter referred to as the “Act”**) 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, “Non-Discrimination in Federally-Assisted Programs of the 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, sex 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 SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUB-RECIPIENT 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.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Non-Discrimination in Federally-Assisted Programs of the Department of Transportation,” issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations, and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations, and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (“DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (**hereinafter referred to as the “Regulations”**), which are incorporated herein by this reference and made a part of this Agreement.
2. With regard to the work performed by it during the Agreement, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or

EXHIBIT E, Page 2

national origin in the selection and retention of subcontractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUB-RECIPIENT of the subcontractor’s obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT’s noncompliance with the non-discrimination provisions of this Agreement, PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to: (a) withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUB-RECIPIENT under this provision survive the termination or expiration of this Agreement.
7. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B in every subcontract, including procurement of

EXHIBIT E, Page 3

materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age.
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5337 of 49 U.S.C. chapter 53
 - Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance.
 - Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment.

EXHIBIT E, Page 4

- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability.
- 49 CFR Part 600 et seq. regulations promulgated by FTA.
- 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.
- 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.
- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

EXHIBIT E, Page 5

EXHIBIT F

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the
Fixing America's Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008,
or other federal laws that FTA administers.

FTA MA (26)
October 1, 2019

<http://www.transit.dot.gov>

EXHIBIT F, Page 1

TABLE OF CONTENTS

Table of Contents	i
Preface	1
Statutory Authorities.....	1
Purpose of this Master Agreement.....	1
Generally Applicable Provisions	3
Section 1. Terms of this Master Agreement and Compliance.....	3
Section 2. Definitions.....	4
Section 3. Implementation.....	12
Section 4. Ethics, Political Activity, and Certain Criminal Activity.....	19
Section 5. Federal Assistance.....	25
Section 6. Non-Federal Share.....	28
Section 7. Payments to the Recipient.....	30
Section 8. Records and Reports Related to the Award and the Underlying Agreement.....	41
Section 9. Record Retention and Access to Sites of Performance.....	47
Section 10. Completion, Audit, Settlement, and Closeout.....	48
Section 11. Right of the Federal Government to Terminate.....	49
Section 12. Civil Rights.....	50
Section 13. Planning.....	58
Section 14. Private Enterprise.....	60
Section 15. Preference for United States Products and Services.....	60
Section 16. Procurement.....	61
Section 17. Patent Rights.....	68
Section 18. Rights in Data and Copyrights.....	69
Section 19. Use of Real Property, Equipment, and Supplies.....	72
Section 20. Transit Asset Management.....	77
Section 21. Insurance.....	77
Section 22. Relocation and Real Property.....	77
Section 23. Construction.....	79
Section 24. Employee Protections.....	79
Section 25. Early Systems Work Agreement.....	82
Section 26. Environmental Protections.....	83
Section 27. State Management and Monitoring Systems.....	87
Section 28. Charter Service.....	87

EXHIBIT F, Page 2

Section 29.	School Bus Operations.....	88
Section 30.	Geographic Information and Related Spatial Data	88
Section 31.	Federal “\$1 Coin” Requirements.....	88
Section 32.	Public Transportation Safety.....	89
Section 33.	Motor Carrier Safety.....	89
Section 34.	Safe Operation of Motor Vehicles.....	90
Section 35.	Substance Abuse.....	91
Section 36.	Protection of Sensitive Security and Other Sensitive Information.....	92
Section 37.	Special Notification Requirements for States.....	92
Section 38.	Freedom of Information.....	93
Section 39.	Disputes, Breaches, Defaults, or Other Litigation.....	94
Section 40.	Amendments to the Underlying Agreement.....	95
Section 41.	FTA’s Transit Award Management System (TrAMS).....	96
Section 42.	Information Obtained through Internet Links.....	96
Section 43.	Severability.....	96
Special Provisions for Specific Programs.....		97
Section 44.	Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.....	97
Section 45.	Special Provisions for the State Safety Oversight Grant Program.....	99
Section 46.	Special Provisions for the State Infrastructure Band (SIB) Program.....	99
Section 47.	Special Provisions for the TIFIA and RRIF Programs.....	101
Section 48.	Special Provisions for the Joint FTA–FRA Program.....	101
Appendix A Tribal Transit Program—Applicable Provisions.....		104

EXHIBIT F, Page 3

EXHIBIT G

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the parties. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend,

EXHIBIT G, Page 1

save, and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability, including fines, penalties, and other costs arising therefrom.

7. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
8. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
9. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT that were not requested by PHOENIX and result in grievances, claims, or liability.

EXHIBIT G, Page 2