CITY CLERK
ORIGINAL

C-8459
05/14/2013

136174--0

AGREEMENT NO.
CFDA #20.516
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE

(Grant Pass-through Agreement)
(Grant No. AZ-37-X018-5316-JARC)

THIS AGREEMENT is made and entered into this 30th day of May, 2013, 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 City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of operating assistance and same was awarded as Grant No. AZ-37-X018-5316-JARC; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

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

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed $336,208. 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 thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

   A. Application for reimbursement of federal share.

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

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

      The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

      SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, 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 and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit	A	Federal Grant Pass Through Agreement Detail Summary
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

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant 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 the specific grant.

4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.

5. 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, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Neal Young
Interim Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. 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, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission 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 notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT the effective date is the date provided above.

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

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
~~Neal Young~~ Maria Hyatt
Interim Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

_____
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON OCTOBER 17, 2012.

CITY OF GLENDALE, ARIZONA
A ~~Municipal~~ Corporation

By _____

ATTEST:

_____
City Clerk - GLENDALE

APPROVED AS TO FORM:

_____
City Attorney for GLENDALE

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

05/15/13

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, 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.

Approved as to form

ACTING City Attorney

Attorney for Glendale

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-37-X018-5316-JARC				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave., Ste. S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		$672,416		
• Federal Share of TEPC:		$336,208		
• Local Share/Match of TEPC:		$336,208		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Operating Assistance: Rte. 60 – Bethany Home Road	$336,208	$336,208	$672,416

EXHIBIT "A"

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 all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any 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 3 years beyond the later of 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
For JARC or New Freedom FTA Grants		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

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 "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated 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.

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 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix 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 this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of 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 the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-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 the City of Phoenix. The Master Grant Agreement for FY2013 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, by this reference, incorporated herein. 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 capital or operating assistance under Section 3, 4(i), or 9 oif the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of $1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of $250,000 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 and EEP Program Plan.

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, Nondiscrimination 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, 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.

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 Enterprise 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, sub-contractors, transferee's, 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 contract.

2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

national origin in the selection and retention of sub-contractors, 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 sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor'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 the 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 the 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 nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the 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/or,

   b) Cancellation, termination or suspension of this Agreement, in whole or in part.

6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of 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 sub-contract or procurement as PHOENIX or the 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 with, litigation with a sub-contractor 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, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. 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 (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

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 5323(d) of 49 U.S.C. chapter 53

Section 5323(f) of 49 U.S.C. chapter 53

Section 5307(k) of 49 U.S.C. chapter 53

Section 5309(h) of 49 U.S.C. chapter 53

Section 5301 of 49 U.S.C. chapter 53

Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits 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, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits 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.

C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

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, Title 23, United States Code (Highways), 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), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.

FTA MA(19)
October 1, 2012

http://www.fta.dot.gov/documents/19-Master.pdf

TABLE OF CONTENTS

	PREFACE.	17
Section 1.	**Definitions.**	22
Section 2.	**Project Implementation.**	32
	a. General.	32
	b. U.S. DOT Administrative Requirements.	34
	c. Application of Federal, State, and Local Laws, Regulations, and Guidance.	34
	d. Primary Responsibility to Comply with Federal Requirements.	38
	e. Recipient's Responsibility to Extend Federal Requirements to Third Party Participants.	39
	f. No Federal Government Obligation or Liability to Third Parties.	40
	g. Changes in Project Performance.	40
Section 3.	**Ethics.**	42
	a. Code or Standards of Conduct.	42
	b. Debarment and Suspension.	45
	c. Bonus or Commission.	46
	d. Lobbying Restrictions.	46
	e. Political Activity.	47
	f. Trafficking in Persons.	49
Section 4.	**Federal Funding.**	55
	a. Maximum Federal Funding.	55
	b. Basis of FTA Funding.	56
Section 5.	**Local Share.**	57
	a. Amount of the Local Share.	57
	b. Restrictions on the Source of the Local Share.	57
	c. Duty to Obtain the Local Share.	58
	d. Prompt Provision of the Local Share.	58
	e. Reductions or Refunds.	58
Section 6.	**Approved Project Budget.**	58
	a. Development and Approval.	58
	b. Restrictions.	59
	c. Amendments.	59
	d. Transfer of Funds.	59
	e. Budget Revisions.	59
	f. Additional Federal Funding.	59
	g. Unspent Federal Funds.	59

Section 7.	**Payments to the Recipient.**	59
	a. Conditions for Accessing FTA Funds.	59
	b. Eligible Project Costs.	60
	c. Ineligible Costs.	62
	d. Bond Interest and Other Financing Costs – Limited Eligibility.	62
	e. Payment Procedures for all FTA Recipients.	63
	f. Payment Procedures for Grantees.	63
	g. Payment Procedures for Recipients of Cooperative Agreements.	65
	h. FTA Responsibilities to Make Payments to the Recipient.	67
	i. Safeguarding Project Funds.	68
	j. The Recipient's Duty to Pay Project Costs.	68
	k. Effect of Federal Payments.	68
	l. Revocation of Federal Funds.	68
	m. Final Cost Determination.	69
	n. Closeout.	69
	o. Notification.	69
	p. Recovery of Improper Payments.	69
	q. Program Income.	69
	r. Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges and Other Amounts Owed to the Federal Government.	69
	s. De-obligation of Federal Funds.	71
Section 8.	**Project Records and Reports.**	71
	a. Project Records.	71
	b. Project Reports.	72
	c. U.S. OMB Special Reporting Provisions.	73
	d. Project Closeout.	80
Section 9.	**Record Retention.**	80
	a. Types of Records.	80
	b. Retention Period.	80
	c. Project Closeout.	81
Section 10.	**Access to Records and Sites of Project Performance.**	81
	a. Access to Recipient and Third Party Participant Records.	81
	b. Access to Sites of Project Performance.	81
	c. Project Closeout.	82
Section 11.	**Project Completion, Audit, Settlement, and Closeout.**	82
	a. Project Completion.	82
	b. Audit of Recipients.	82
	c. Amounts Owed to the Federal Government.	83
	d. Project Closeout.	83

Section 12.	**Right of the Federal Government to Terminate.**	84
	a. Justification.	84
	b. Financial Implications.	84
	c. Expiration of Project Time Period.	84
Section 13.	**Civil Rights.**	85
	a. Nondiscrimination in Federal Public Transportation Programs.	85
	b. Nondiscrimination - Title VI of the Civil Rights Act.	85
	c. Equal Employment Opportunity.	86
	d. Disadvantaged Business Enterprise.	88
	e. Nondiscrimination on the Basis of Sex.	88
	f. Nondiscrimination on the Basis of Age.	89
	g. Nondiscrimination on the Basis of Disability.	89
	h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections.	90
	i. Access to Services for People with Limited English Proficiency.	91
	j. Environmental Justice.	91
	k. Other Nondiscrimination Laws.	91
Section 14.	**Planning.**	91
	a. Planning Provisions.	91
	b. Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation.	92
Section 15.	**Private Enterprise.**	93
	a. Participation.	93
	b. Just Compensation.	93
	c. Infrastructure Investment.	93
Section 16.	**Preference for United States Products and Services.**	93
	a. Buy America.	93
	b. Cargo Preference Use of United States-Flag Vessels.	94
	c. Fly America.	94
Section 17.	**Procurement.**	94
	a. Federal Laws, Regulations, and Guidance.	94
	b. Full and Open Competition.	94
	c. Exclusionary or Discriminatory Specifications.	94
	d. Geographic Restrictions.	95
	e. In-State Bus Dealer Restrictions.	95
	f. Organizational Conflicts of Interest.	95
	g. Project Labor Agreements.	95
	h. Federal Supply Schedules.	95
	i. Force Account.	96
	j. FTA Technical Review.	96
	k. Relationship of Project Approval to Third Party Contract Approval.	96

	l.	Preference for Recycled Products.	96
	m.	Clean Air and Clean Water.	96
	n.	National Intelligent Transportation Systems Architecture and Standards.	97
	o.	Rolling Stock.	97
	p.	Bonding.	98
	q.	Architectural Engineering or Related Services.	99
	r.	Design-Build Projects.	100
	s.	Award to Other than the Lowest Bidder.	100
	t.	Award to Responsible Contractors.	100
	u.	Access to Third Party Contract Records.	100
	v.	Electronic and Information Technology.	101
	w.	Veterans Employment.	101
Section 18.	**Leases.**		101
	a.	Capital Leases.	101
	b.	Leases Involving Certificates of Participation.	101
Section 19.	**Patent Rights.**		101
	a.	General.	101
	b.	Federal Rights.	102
	c.	License Fees and Royalties	102
Section 20.	**Rights in Data and Copyrights.**		103
	a.	Definition of "Subject Data."	103
	b.	Examples of "Subject Data."	103
	c.	General Federal Restrictions.	104
	d.	Federal Rights in Data and Copyrights.	104
	e.	Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects.	105
	f.	License Fees and Royalties.	105
	g.	Hold Harmless.	106
	h.	Restrictions on Access to Patent Rights	107
	i.	Data Developed Without Federal Funding or Support	107
	j.	Requirements to Release Data	107
Section 21.	**Use of Real Property, Equipment, and Supplies.**		107
	a.	Use of Project Property.	107
	b.	General Federal Requirements.	108
	c.	Maintenance.	110
	d.	Records.	110
	e.	Incidental Use.	110
	f.	Reasonable Access to Private Intercity or Charter Transportation Operators.	110
	g.	Encumbrance of Project Property	111

h. Useful Life of Project Property. 112
i. Calculating the Value of Prematurely Withdrawn Project Property. 113
j. Insurance Proceeds. 114
k. Misused or Damaged Project Property. 114
l. Disposition of Project Property. 114
m. Responsibilities After Project Closeout. 115
Section 22. Transit Asset Management. 116
a. Transit Asset Management Plan. 116
b. Types of Regulations. 116
c. Performance Targets. 117
d. When Compliance is Required. 117
Section 23. Insurance. 118
a. Flood Hazards. 118
b. Other Insurance Requirements. 118
Section 24. Relocation. 118
a. Relocation Protections. 118
b. Nondiscrimination in Housing. 118
c. Prohibition Against the Use of Lead-Based Paint. 119
Section 25. Real Property. 119
a. Real Property Acquisition Protections. 119
b. Covenant Assuring Nondiscrimination. 119
c. Recording the Title to Real Property. 119
d. FTA Approval of Changes in Real Property Ownership. 119
Section 26. Construction. 120
a. Construction Plans and Specifications. 120
b. Supervision of Construction. 120
c. Construction Reports. 120
d. Project Management for Major Capital Projects. 120
e. Seismic Safety. 121
Section 27. Early Systems Work Agreement. 121
a. Statutory Requirements. 121
b. ESWA Provisions. 121
Section 28 Employee Protections. 123
a. Construction Activities. 123
b. Activities Not Involving Construction. 124
c. Activities Involving Commerce. 124
d. Public Transportation Employee Protective Arrangements. 124
Section 29. Environmental Protections. 126
a. General 126

	b.	National Environmental Policy.	127
	c.	Air Quality.	128
	d.	Clean Water.	129
	e.	Corridor Preservation.	129
	f.	Use of Certain Public Lands.	129
	g.	Wild and Scenic Rivers.	130
	h.	Coastal Zone Management.	130
	i.	Wetlands.	130
	j.	Floodplains.	130
	k.	Endangered Species and Fishery Conservation.	130
	l.	Waste Mangement.	131
	m.	Hazardous Waste.	131
	n.	Historic Preservation.	131
	o.	Indian Sacred Sites.	131
	p.	Mitigation of Adverse Environmental Effects.	132
Section 30.	**Energy Conservation.**		133
	a.	State Energy Conservation Plans.	133
	b.	Energy Assessment.	133
Section 31.	**State Management and Monitoring Systems.**		133
	a.	Joint Regulations.	133
	b.	FTA Regulations.	133
Section 32.	**Charter Service.**		133
	a.	Applicability.	133
	b.	Prohibitions.	133
	c.	Exceptions.	134
	d.	Charter Service Agreement.	134
	e.	Violations.	134
Section 33.	**School Bus Operations.**		135
	a.	Applicability.	135
	b.	Prohibitions.	135
	c.	School Bus Agreement.	136
	d.	Violations.	136
Section 34.	**Metric System.**		136
	a.	Use.	136
	b.	Deliverables	136
Section 35.	**Geographic Information and Related Spatial Data.**		136
	a.	Standards.	136
	b.	Federal Guidance.	137

Section 36.	**Federal $1 Coin Requirements.**	137
	a. Federal Law.	137
	b. Capability.	137
	c. Publicizing.	137
Section 37.	**Public Transportation Safety Program.**	137
	a. Public Transportation Agency Safety Plan.	137
	b. State Safety Oversight of Rail Fixed Guideway Public Systems.	137
Section 38.	**Motor Carrier Safety.**	138
	a. Financial Responsibility.	138
	b. Safety Requirements.	138
	c. Driver Qualifications.	139
	d. Substance Abuse Rules for Motor Carriers.	139
Section 39.	**Safe Operation of Motor Vehicles.**	139
	a. Transportation – Hazardous Materials.	139
	b. Seat Belt Use.	139
	c. Distracted Driving, Including Text Messaging While Driving.	140
Section 40.	**Substance Abuse.**	142
	a. Drug-Free Workplace.	142
	b. Alcohol Misuse and Prohibited Drug Use.	142
Section 41.	**Protection of Sensitive Security Information.**	142
Section 42.	**Special Notification Requirements for States.**	143
	a. Types of Information.	143
	b. Documents.	143
Section 43.	**Applicability of MAP-21 and Previous Authorization Requirements.**	143
	a. Source of Project Funding.	143
	b. FTA Determinations.	144
	c. Federal Regulations and Guidance.	147
	d. Future Federal Regulations and Guidance.	147
Section 44.	**Special Provisions for the Metropolitan Planning Grants Program.**	148
	a. Program Essentially Unchanged.	148
	b. Federal Laws, Regulations, and Guidance.	148
	c. MAP-21 Requirements Apply.	149
Section 45.	**Special Provisions for the State Planning and Research Grants Program.**	149
	a. Program Essentially Unchanged.	149
	b. Federal Laws, Regulations, and Guidance.	149
	c. MAP-21 Requirements Apply.	150
Section 46.	**Special Provisions for the Pilot Program for Transit-Oriented Development Planning.**	150
	a. New MAP-21 Program.	150
	b. Federal Laws, Regulations, and Guidance.	150
Section 47.	**Special Provisions for the Alternatives Analysis Program.**	151
	a. Program Repealed.	151

	b. MAP-21 Amendments.	151
	c. Federal Laws, Regulations, and Guidance.	151
Section 48.	**Special Provisions for the Urbanized Area Formula Grants Program Authorized by MAP-21 For Projects Financed with Funding Made Available or Appropriated in Fiscal Year 2013 or a Subsequent Fiscal Year.**	152
	a. Program Modified.	152
	b. MAP-21 Amendments.	152
	c. Federal Laws, Regulations, and Guidance.	153
	d. Other Special Provisions for Urbanized Area Formula Projects Authorized by MAP-21.	153
Section 49.	**Special Provisions for the Urbanized Area Formula Grants Program for Projects or Grants for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	156
	a. Program Modified.	156
	b. Differences.	156
	c. Federal Laws, Regulations, and Guidance.	156
	d. Other Special Provisions for Urbanized Area Formula Projects in Effect in Fiscal Year 2012 or a Previous Fiscal Year.	157
Section 50.	**Special Provisions for the Job Access and Reverse Commute (JARC) Formula Grants Program.**	160
	a. Program Repealed.	160
	b. MAP-21 Amendments.	160
	c. Federal Laws, Regulations, and Guidance.	160
	d. Written Agreements with Subrecipients.	161
Section 51.	**Special Provisions for the Fixed Guideway Capital Investment Grants Program.**	162
	a. Program Modified.	162
	b. MAP-21 Amendments.	162
	c. Federal Laws, Regulations, and Guidance.	163
	d. MAP-21 Requirements Apply.	164
Section 52.	**Special Provisions for the State of Good Repair Grants Program.**	164
	a. New MAP-21 Program.	164
	b. Federal Laws, Regulations, and Guidance.	164
Section 53.	**Special Provisions for the Fixed Guideway Modernization Program.**	165
	a. Program Repealed.	165
	b. Federal Laws, Regulations, and Guidance.	165
Section 54.	**Special Provisions for the Bus and Bus Facilities Formula Grants Program Authorized by MAP-21.**	166
	a. New MAP-21 Program.	166
	b. MAP-21 Amendments.	166
	c. Federal Laws, Regulations, and Guidance.	166
Section 55.	**Special Provisions for the Bus and Bus Facility Formula Grants Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	167

a. Program Repealed. 167
b. Federal Laws, Regulations, and Guidance. 167
Section 56. Special Provisions for the Formula Grants Program for the Enhanced Mobility of Seniors and Individuals with Disabilities Authorized by MAP-21 For Projects Financed with Funding Made Available or Appropriated in Fiscal Year 2013 or a Subsequent Fiscal Year. 167
a. New MAP-21 Program. 168
b. MAP-21 Amendments. 168
c. Federal Laws, Regulations, and Guildance. 169
d. Other Special Provisions for Enhanced Mobility of Seniors and Individuals with Disabilities Projects authorized by MAP-21 169
Section 57. Special Provisions for the Formula Grants for the Elderly Individuals and for Individuals with Disabilities Program for Projects or Grants That are Financed with Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal 170
a. Program Repealed. 170
b. MAP-21 Amendments. 171
c. Federal Laws, Regulations, and Guidance. 171
d. Other Special Provisions for the Elderly Individuals and Individuals with Disabilities Program in Effect in Fiscal Year 2012 or a Previous Fiscal Year. 172
Section 58. Special Provisions for the New Freedom Program. 174
a. Program Repealed. 174
b. MAP-21 Amendments. 174
c. Federal Laws, Regulations, and Guidance. 174
d. Written Agreements with Subrecipients. 175
Section 59. Special Provisions for the Formula Grants for Rural Areas Program For Projects Financed with Funding Made Available or Appropriated in Fiscal Year 2013 or a Subsequent Fiscal Year. 175
a. New MAP-21 Program. 175
b. MAP-21 Amendments. 175
c. Federal Laws, Regulations, and Guidance. 176
d. Other Special Provisions for Rural Areas Projects. 177
Section 60. Special Provisions for the Other Than Urbanized Areas Formula Grants Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year. 179
a. Program Repealed. 179
b. MAP-21 Amendments. 179
c. Federal Laws, Regulations, and Guidance. 180
d. Other Special Provisions for Other Than Urbanized Areas Projects in Effect in Fiscal Year 2012 or a Previous Fiscal Year. 180
Section 61. Special Provisions for the Rural Transportation Assistance Program. 182
a. Program Essentially Unchanged. 182
b. Federal Laws, Regulations, and Guidance. 183
c. MAP-21 Requirements Apply. 183

Section 62.	**Special Provisions for the Grants for Public Transportation on Indian Reservations Program Authorized by MAP-21.**	183
	a. New MAP-21 Program	183
	b. Federal Laws, Regulations, and Guidance.	183
Section 63.	**Special Provisions for the "Tribal Transit" Program for Projects or Grants for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	184
	a. Program Repealed.	184
	b. MAP-21 Amendments	184
	c. Federal Laws, Regulations, and Guidance.	185
Section 64.	**Special Provisions for the Appalachian Development Public Transportation Assistance Program.**	185
	a. New MAP-21 Program	185
	b. Federal Laws, Regulations, and Guidance.	186
	c. Transfer of Funds.	186
Section 65.	**Special Provisions for the Over-the-Road Bus Accessibility Program for Projects or Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	186
	a. Program Repealed.	187
	b. MAP-21 Amendments.	187
	c. Federal Laws, Regulations, and Guidance.	187
	d. Employee Protective Arrangements.	188
	e. Order of Precedence.	188
Section 66.	**Special Provisions for the Paul S. Sarbanes Transit in Parks Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	188
	a. Program Repealed.	188
	b. MAP-21 Amendments.	188
	c. Federal Laws, Regulations, and Guidance.	188
	d. Order of Precedence.	189
Section 67.	**Special Provisions for All "Research-Type" Programs.**	189
	a. Programs Covered.	189
	b. Research-Type Provisions.	190
	c. Protection of Human Subjects.	192
	d. Protection of Animals.	192
	e. Export Control.	193
Section 68.	**Special Provisions for the Research, Development, Demonstration and Deployment Program Authorized by MAP-21.**	193
	a. New MAP-21 Program.	193
	b. Federal Laws, Regulations, and Guidance.	193

Section 69.	**Special Provisions for the Research, Development, Demonstration and Deployment Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	194
	a. Program Repealed.	194
	b. MAP-21 Amendments.	194
	c. Federal Laws, Regulations, and Guidance.	194
Section 70.	**Special Provisions for the Research Program Within the Research, Development, Demonstration and Deployment Program Authorized by MAP-21.**	195
	a. New MAP-21 Program.	195
	b. MAP-21 Amendments.	196
	c. Federal Laws, Regulations, and Guidance.	196
Section 71.	**Special Provisions for the Research Provisions of the Research, Development, Demonstration, and Deployment Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	196
	a. Program Repealed.	197
	b. MAP-21 Amendments.	197
	c. Federal Laws, Regulations, and Guidance.	197
Section 72.	**Special Provisions for the Innovation and Development Program Within the Research, Development, Demonstration, and Deployment Program Authorized by MAP-21.**	198
	a. New MAP-21 Program.	198
	b. MAP-21 Amendments.	198
	c. Federal Laws, Regulations, and Guidance.	199
Section 73.	**Special Provisions for the Innovation and Development Provisions Within the Research, Development, Demonstration, and Deployment Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	199
	a. Program Repealed.	199
	b. MAP-21 Amendments.	199
	c. Federal Laws, Regulations, and Guidance.	200
Section 74.	**Special Provisions for the Demonstration, Deployment and Education Program Within the Research, Development, Demonstration, and Deployment Program Authorized by MAP-21.**	201
	a. New MAP-21 Program.	201
	b. MAP-21 Amendments.	201
	c. Federal Laws, Regulations, and Guidance.	202
Section 75.	**Special Provisions for the Joint Partnership Program for Deployment of Innovation for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.**	202
	a. Program Repealed.	202
	b. MAP-21 Amendments.	203
	c. Federal Laws, Regulations, and Guidance.	203

Section 76. **Special Provisions for the Low or No Emission Vehicle Deployment Program.** 204
a. New MAP-21 Program. 204
b. Federal Laws, Regulations, and Guidance. 204
Section 77. **Special Provisions for the Clean Fuels Grant Program for Projects or for Grants That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 205
a. Program Repealed. 205
b. MAP-21 Amendments. 205
c. Federal Laws, Regulations, and Guidance. 205
Section 78. **Special Provisions for the International Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 206
a. Program Repealed. 206
b. MAP-21 Amendments. 206
c. Federal Laws, Regulations, and Guidance. 206
Section 79. **Special Provisions for the National Fuel Cell Bus Technology Development Program Authorized by Section 3045 of SAFETA-LU for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 207
a. Program Repealed. 207
b. MAP-21 Amendments. 207
c. Federal Laws, Regulations, and Guidance. 207
Section 80. **Special Provisions for the Allocations for National Research and Technology Projects Authorized by Section 3046 of SAFETEA-LU for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 208
a. Projects Repealed. 208
b. MAP-21 Amendments. 208
c. Federal Laws, Regulations, and Guidance. 209
Section 81. **Special Provisions for the Transit Cooperative Research Program.** 210
a. Program Essentially Unchanged. 210
b. Federal Laws, Regulations, and Guidance. 210
c. MAP-21 Requirements Apply. 210
Section 82. **Special Provisions for the Technical Assistance and Standards Development Program.** 210
a. New MAP-21 Program. 211
b. Federal Laws, Regulations, and Guidance. 211
Section 83. **Special Provisions for the Technical Assistance Program *[To Support Public Transportation Availability for Seniors and Individuals with Disabilities]* Authorized by MAP-21.** 211
a. New MAP-21 Program. 211
b. Federal Laws, Regulations, and Guidance. 212

Section 84. **Special Provisions for the Program to Facilitate Compliance with the Americans with Disabilities Act of 1990 *[Project ACTION]* for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 212
a. Program Repealed. 212
b. MAP-21 Amendments. 212
c. Federal Laws, Regulations, and Guidance. 213

Section 85. **Special Provisions for the National Technical Assistance Center for Senior Transportation Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 214
a. Program Repealed. 214
b. MAP-21 Amendments. 214
c. Federal Laws, Regulations, and Guidance. 214

Section 86. **Special Provisions for the Human Resources and Training Program Authorized by MAP-21 and for the Human Resources Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 215
a. Program Essentially Unchanged. 215
b. Federal Laws, Regulations, and Guidance. 215
c. MAP-21 Requirements Apply. 216

Section 87. **Special Provisions for the Innovative Public Transportation Workforce Development Program.** 216
a. New MAP-21 Program. 216
b. Federal Laws, Regulations, and Guidance. 216

Section 88. **Special Provisions for the Human Resources Fellowship Program for Projects, Grants, or Cooperative Agreements That Use Funds Appropriated for Fiscal Year 2012 or a Previous Fiscal Year.** 217
a. Program Repealed. 217
b. MAP-21 Amendments. 217
c. Federal Laws, Regulations, and Guidance. 217

Section 89. **Special Provisions for the Public Transportation Emergency Relief Program.** 218
a. New MAP-21 Program. 218
b. Federal Laws, Regulations, and Guidance. 218

Section 90. **Special Provisions for the State Safety Oversight Grants Program.** 219
a. New MAP-21 Program 219
b. Federal Laws, Regulations, and Guidance. 219

Section 91. **Special Provisions for State Infrastructure Bank Projects.** 219
a. Federal Laws, Regulations, and Guidance. 219
b. Limitations on Accessing Federal Funds in the Transit Account. 220

Section 92. **Special Provisions for TIFIA Projects.** 221
a. Federal Laws, Regulations, and Guidance. 221
b. Default. 221

	c. Order of Precedence.	221
Section 93.	**Special Provisions for Recovery Act Projects.**	222
	a. Recovery Act.	222
	b. Identification of Recovery Act Funding.	222
	c. Identification of Project(s).	223
	d. Prompt Implementation.	223
	e. Federal Requirements.	223
	f. U.S. OMB Provisions.	223
	g. One-Time Funding.	225
	h. Funding Limits.	225
	i. Integrity.	226
	j. Violations of Law.	226
	k. Maintenance of Effort.	226
	l. Emblems.	226
	m. Contracts Financed with Recovery Act Funds.	226
	n. Time Limit for Spending Recovery Act Funds.	226
Section 94.	**Special Provisions for Joint FTA - FRA Recovery Act Projects.**	226
	a. General Legal Requirements.	227
	b. Disadvantaged Business Enterprises.	227
	c. Buy America.	228
	d. Force Account – Procurement.	228
	e. Procurement of Rolling Stock.	228
	f. Use of Real Property, Equipment, and Supplies.	228
	g. Davis-Bacon	228
	h. Employee Protective Arrangements.	228
	i. Motor Carrier Safety.	228
	j. Railroad Safety.	229
Section 95.	**Freedom of Information Act.**	229
	a. Applicability	229
	b. Project Records.	229
	c. Confidentiality	229
Section 96.	**Disputes, Breaches, Defaults, or Other Litigation.**	230
	a. FTA Interest.	230
	b. Notification of FTA.	230
	c. Federal Interest in Recovery.	231
	d. Enforcement.	231
	e. FTA Concurrence.	231
	f. Alternative Dispute Resolution.	231

Section 97. Amendments to the Project. 231
a. Changed Circumstances. 231
b. Changed Information. 232
Section 98. FTA's Electronic Management System. 232
a. Recipient Use. 232
b. Transportation Electronic Award and Management (TEAM) System Terms. 232
Section 99. Information Obtained Through Internet Links. 233
a. Accuracy. 233
b. Relationship to the Master Agreement. 233
c. Official Sources. 233
Section 100. Severability. 233
a. Invalid Provision. 233
b. Remaining Provisions. 233

EXHIBIT "G"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

3. 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.

4. 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. It 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.

5. 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.

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, 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, but not limited to, fines, penalties and other costs arising therefrom.

7. 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.

8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.

9. 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.

10. 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, as amended (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 which result in grievances, claims and/or liability.

11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.