

ADOT CAR No.: IGA 25-0011052-I  
AG Contract No.: P0012025000336  
Project Location/Name: City of Yuma  
Comprehensive Safety Action Plan  
Type of Work: Planning Study  
Federal-aid No.: N/A  
ADOT Project No.: PCYMS 01P  
TIP/STIP No.:  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF YUMA

**THIS AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### **I. RECITALS**

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §§ 28-339 and 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning federal grants for surface transportation projects.

5. The Local Agency was awarded AZ SMART Funds for match on the federal grant. The match funds which may be paid or reimbursed are restricted to those identified in the executed federal Grant Agreement (GA).
6. The Local Agency is the successful direct recipient of a Fiscal Year 2023 Safe Streets and Roads for All (SS4A) Grant for the development of an Action Plan, including a Predictive Modeling Subplan, Pedestrian Safety Subplan and Road Safety Audit for the City, (the "Project" or "Study"). The purpose of this Agreement is for the State to reimburse the Local Agency an amount not to exceed \$90,000 of eligible match funds for the Project. The Project Cost, shown in Exhibit A, is estimated at \$600,000 which includes AZ SMART funds, local contribution and a federal grant.
7. The foregoing Recitals and all Exhibits referred to in and attached are incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. To adhere to A.R.S. § 28-339.
  - b. The Local Agency will enter into a GA with FHWA that identifies the SS4A Grant requirements, as shown on Exhibit B. The Local Agency will provide the GA and any changes made in the GA to ADOT in a timely manner which may require an amendment to this Agreement.
2. The State will:
  - a. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Project costs, reimburse the Local Agency for eligible match on costs incurred in an amount not to exceed \$90,000, the amount of the AZ SMART Funds approved and programmed for the Project.
3. The Local Agency will:
  - a. Submit to ADOT for review, approval, and reimbursement, at least quarterly and no more than monthly, an invoice(s) on ADOT's Payment Report Form, Exhibit C, and documentation of payment for eligible Grant match costs incurred for the Project not to exceed \$90,000, the amount of AZ SMART Funds approved and programmed for the Project. Any costs incurred prior to the date of obligation of the federal grant are not eligible for reimbursement from the AZ SMART Fund.
  - b. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.

- c. Submit to ADOT the Closeout Letter, as shown on Exhibit D, with the final invoice request.
- d. Ensure applicable State and federal design guidelines are followed for the Project.
- e. Ensure that all applicable Code of Federal Regulations (“CFRs”) Title 23 Part 710 and Title 49 Part 24 are followed, and will comply with the FHWA approved ADOT Right of Way Procedures Manual as required by the CFRs for obtaining right of way clearance on federal aid projects.
- f. Provide quarterly reports to ADOT at AZSMART@azdot.gov regarding the status of the Project and other Project or federal grant information as requested by ADOT.

### **III. MISCELLANEOUS PROVISIONS**

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be canceled at any time by either Party prior to the exchange of any AZ SMART Funds and after 30 days’ prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs paid by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall have no further obligations to reimburse AZ SMART Funds to the Local Agency.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys’ fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Local Agency’s obligations under this paragraph shall survive the termination of this Agreement.

6. Liability. ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the Local Agency. The Local Agency is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS  
 Attn: Cost Accounting Administrator  
 206 S 17<sup>th</sup> Ave. Mail Drop 204B  
 Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years after the date of the final payment of AZ SMART Funds from ADOT. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT or the State Auditor General.
12. Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-

01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”

15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Yuma  
Attn: Steve Wilson  
155 W. 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4529  
[steve.wilson@yumaaz.gov](mailto:steve.wilson@yumaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Multimodal Planning Division  
Attn: AZ SMART Fund Program  
1611 W Jackson St, MD 310B  
Phoenix, AZ 85007  
602.712.7112  
[azsmart@azdot.gov](mailto:azsmart@azdot.gov)

City of Yuma  
Attn: Steve Wilson  
155 W. 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4529  
[steve.wilson@yumaaz.gov](mailto:steve.wilson@yumaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Multimodal Planning Division  
Attn: AZ SMART Fund Program  
1611 W Jackson St, MD 310B  
Phoenix, AZ 85007  
602.712.7112  
[azsmart@azdot.gov](mailto:azsmart@azdot.gov)

City of Yuma  
Attn: Steve Wilson  
155 W. 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4529  
[steve.wilson@yumaaz.gov](mailto:steve.wilson@yumaaz.gov)

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
  22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
  23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**CITY OF YUMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOHN D. SIMONTON**  
City Administrator

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LYNDA BUSHONG**  
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Yuma, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
**RICHARD FILES**  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**MATT MOUL, PE**  
Multimodal Planning Division  
Division Director

This Agreement between public agencies, the State of Arizona and the City of Yuma , has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General



**EXHIBIT A**  
**Cost Estimate**

**PCYMS 01P**

The Project costs are estimated as follows:

**Planning Study:**

SS4A Grant	\$ 480,000
Local Contribution*	30,000
AZ SMART Funds	90,000
	<hr/>
<b>Subtotal – Planning Study</b>	<b>\$ 600,000</b>
 <b>Estimated TOTAL Project Cost</b>	 <b>\$ 600,000</b>
 <b>Total AZ SMART Funds</b>	 <b>\$ 90,000</b>
<b>Total Local Funds</b>	<b>\$30,000</b>
<b>Total Federal Funds</b>	<b>\$ 480,000</b>

\*The Local Agency will be administering this project, as a result ADOT will not invoice the Local Agency for the Local Contribution pertaining to this project.

**IGA 25-0011052-I  
EXHIBIT B**


- |  |   |
|--|---|
| <p><b>1. Federal Award No.</b><br/>693JJ32540156</p> <p><b>4. Award To</b><br/>City of Yuma<br/>One City Plaza<br/>Yuma AZ 85364</p> | <p><b>2. Effective Date</b><br/>See No. 16 Below</p> <p><b>3. Assistance Listings No.</b><br/>20.939</p> <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p> |
|--|---|
- Unique Entity Id.: GN4ZBTUNC83  
TIN No.: 86-6000273
- |  |   |
|--|---|
| <p><b>6. Period of Performance</b><br/>Effective Date of Award –<br/>36 months from effective date of<br/>award</p> <p><b>8. Type of Agreement</b><br/>Grant</p> <p><b>10. Procurement Request No.</b><br/>HSA240009PR</p> <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p> | <p><b>7. Total Amount</b><br/>Federal Share: \$480,000.00<br/>Recipient Share: \$30,000.00<br/>Other Federal Funds: \$0<br/>Other Funds: \$90,000<br/>Total: \$600,000.00<br/>*Other funds are state funds,<br/>not federally sourced funding.</p> <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment<br/>and Jobs Act (Pub. L. 117–58, November 15,<br/>2021; also referred to as the “Bipartisan<br/>Infrastructure Law” or “BIL”)</p> <p><b>11. Federal Funds Obligated</b><br/>\$480,000.00</p> <p><b>13. Accounting and Appropriations Data</b><br/>15X0173E50.0000.055SR10500.5592000000.4<br/>1010.61006600</p> |
|--|---|
- 14. Description of the Project**  
Develop an Action Plan to create safe streets for all  
for the City of Yuma. Supplemental Planning  
efforts to include:
1. Predictive Modeling Subplan – Model  
potential crashes and create predictive  
outcomes to provide insights for changes  
critical for future safety planning.
  2. Pedestrian Safety Subplan – Perform a robust  
statistical analysis dedicated to pedestrian

safety issues and include community engagement for potential solutions.

3. Road Safety Audit (RSA) – Perform an RSA at a priority safety location and identify countermeasures to improve safety.

## RECIPIENT

### 15. Signature of Person Authorized to Sign

  
Signature \_\_\_\_\_ Date 11/06/2024

Name: John D Simonton

Title: City Administrator

## FEDERAL HIGHWAY ADMINISTRATION

### 16. Signature of Agreement Officer


RYAN  
JOSEPH BUCK  
Digitally signed by RYAN  
JOSEPH BUCK  
Date: 2024.11.26 14:14:07  
-05'00'

Signature \_\_\_\_\_ Date


Name: Ryan Buck

Title: Agreement Officer

Attest:

  
Signature \_\_\_\_\_ Date 11/06/2024  
Lynda L. Bushong  
City Clerk

Approved as to form:

  
Signature \_\_\_\_\_ Date 11/06/2024  
Richard W. Files  
City Attorney

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**

**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Yuma (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Yuma Comprehensive Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1**

**GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Yuma Comprehensive Safety Action Plan

Application Date: 08/02/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$480,000.00

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

Develop an Action Plan to create safe streets for all for the City of Yuma. Supplemental Planning efforts will include:

1. Predictive Modeling Subplan – Model potential crashes and create predictive outcomes to provide insights for changes critical for future safety planning.
2. Pedestrian Safety Subplan – Perform a robust statistical analysis dedicated to pedestrian safety issues and include community engagement for potential solutions.
3. Road Safety Audit (RSA) – Perform a RSA at a priority safety location and identify countermeasures to improve safety.

**3.2 Project's Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	09-15-2026
Planned Draft Plan Completion Date:	11-15-2026
Planned Final Plan Completion Date:	02-15-2027
Planned Final Plan Adoption Date:	05-15-2027

Planned SS4A Final Report Date:	06-15-2027
---------------------------------	------------

### Supplemental Planning Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	02-15-2027
Planned Draft Plan Date:	03-15-2027
Planned Final Plan Completion Date:	04-15-2027
Planned Final Plan Adoption Date:	05-15-2027
Planned SS4A Final Report Date:	06-15-2027

### 3.3 Project's Estimated Costs.

#### (a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$480,000.00
Local Funds:	\$120,000.00
Total Eligible Project Cost:	\$600,000.00

#### (b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### RECIPIENT INFORMATION

#### 4.1 Recipient Contact(s).

Dave Wostenberg  
 Director of Engineering  
 City of Yuma  
 One City Plaza Yuma AZ 85364  
 928-373-4522  
 David.Wostenberg@YumaAz.gov

## 4.2 Recipient Key Personnel.

Name	Title or Position
Steve Wilson	Assistant Director of Engineering
Laura Martinez	Grant Writer
Maura Luna	Grant Accountant
Madeleine Coil	Grants Administrator

## 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Arizona  
Agreement Officer's Representative (AOR)  
4000 N. Central Ave. Suite 1500  
Phoenix, AZ 85012  
602-379-3646  
[Arizona.FHWA@dot.gov](mailto:Arizona.FHWA@dot.gov)

and

Glen Robison  
Arizona Division Office Lead Point of Contact  
Safety Specialist  
4000 N. Central Ave. Suite 1500  
Phoenix, AZ 85012  
602-382-8961  
[Glen.robison@dot.gov](mailto:Glen.robison@dot.gov)

## **ARTICLE 5**

### **USDOT ADMINISTRATIVE INFORMATION**

#### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

#### **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System.



The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Yuma

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

## ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:** No material changes

**Schedule:** Schedule dates were pushed out to allow maximum time for completion within the scope of the grant.

**Budget:** No material changes

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Previously Incurred Costs			N/A	
<b>Future Eligible Project Costs</b>				
SS4AFunds			N/A	
Other Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Future Eligible Project Costs			N/A	
Total Project Costs			N/A	

## ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

### 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

### 2. Supporting Narrative.

The City of Yuma has an underserved population of 20.4% according to the DOT Equitable Transportation Community Explorer Tool. A total of 51 fatalities occurred between 2017 – 2021, corresponding to a total average annual fatality rate of 7.56 per 100,000 population.

The City of Yuma Comprehensive Safety Action Plan grant will allow the recipient to improve safety by analyzing where and why crashes have occurred and what countermeasures can be implemented.

The recipient will also undertake a widespread community outreach with diverse stakeholders to better understand safety challenges, particularly in the low-income and underserved communities.

These actions are necessary to ensure the Safety Action Plan meets the requirements of the USDOT and ensures that communities are not disproportionality impacted by safety challenges and barriers to opportunities.

**ATTACHMENT D**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

## 2. Supporting Narrative.

The City of Yuma will utilize the environmental justice tools such as the Environmental Protection Agencies EJSCREEN to assess community vulnerability (measured by a number of indices) to target project focus and attention.

The City of Yuma will continue to evaluate and minimize its impacts to the environment with regard to human health and the environment.

## ATTACHMENT E LABOR AND WORKFORCE

### 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>



	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
X	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

## 2. Supporting Narrative.

The grant only envisions planning and other activities necessary to develop an approved Safety Action Plan. As a result of this Safety Action Plan, future construction projects would create well-paying jobs and implement strong labor standards.

**ARIZONA DEPARTMENT OF TRANSPORTATION  
PROGRESS PAYMENT REPORT**

<b>Report No.</b>			<b>IGA</b>	<b>25-0011052-I</b>	
ADOT PO #			<b>PROGRESS</b>		
<b>Item No.</b>			<b>FINAL</b>		
Federal-aid No.					
<b>ADOT Project No.</b>	PCYMS 01P				
Name of Project	City of Yuma Comprehensive Safety Action Plan				
<b>Name of Vendor</b>	City of Yuma				
<b>REMIT PAYMENT TO:</b>	City of Yuma, ATTN: Steve Wilson, 155 W. 14th Street, Yuma, AZ 85364				
Date Started :	Estimated Completion Date:	% Billed	% Complete		
<b>SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED</b>					
Items	DESCRIPTION Hours	<b>CONTRACT AMOUNT</b>	Previous Accumulative Amount	Current Month	Accumulative Amount
	<b>PER IGA 25-0011052-I</b> See Attached				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Submitted By: _____			Date: _____		Total to Date
					\$0.00
Approved By: _____			Date: _____		Total Previous Report
					\$0.00
<b>ADOT Project Manager</b>					Current Report
					<b>\$0.00</b>

IGA 25-0011052-I  
EXHIBIT D

**AZ SMART Fund Project - SAMPLE CLOSEOUT LETTER TO ADOT**

Place on Sponsoring Agency's Letterhead

**\*Note: All items in red should be removed and replaced with the required information prior to submission to the ADOT Multimodal Planning Division. Please email**

**(Insert Date)**

ADOT Multimodal Planning Division  
AZ SMART Fund Program  
1611 W Jackson  
Phoenix, AZ 85007

**Re: AZ SMART Project Closeout**

**ADOT Project Number: PCYMS 01P**

**Project Name: City of Yuma Comprehensive Safety Action Plan**

**Federal Discretionary Grant received or to be pursued: Safe Streets and Roads for All (SS4A)**

**COG/MPO: Yuma Metropolitan Planning Organization (YMPO)**

**COG/MPO TIP ID Number:**

To Whom It May Concern:

The **(Insert sponsoring agency's name)** received the final deliverables on **(Insert date)** for the above referenced AZ SMART project.

The undersigned certifies that:

1. The work in the subject contract has been inspected for deficiencies;
2. The required project review was conducted by representatives of **(Insert sponsoring agency's name)**, **(Insert COG/MPO)** and ADOT on **(Insert date)** (if applicable);
3. The contractor has fulfilled all contractual obligations; and
4. The contractor was paid in full by **(Insert sponsoring agency's name)** on **(Insert date)**.

Attached is the following required documentation:

**\*Note: All Final Acceptance letters to the AZ SMART Fund Program will be returned *without* action unless all items listed below are submitted with this letter.**

- ☐ An invoice for the final eligible costs on the project;
- ☐ Documentation reflecting payment in full by **(Insert sponsoring agency's name)** to the contractor; and
- ☐ The project final acceptance letter from **(Insert sponsoring agency's name)** to the contractor.

Please consider this project as accepted and complete. Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

**Project Manager Name**

**Title**

**Agency**

**Address**

**City, AZ, Zip code**

**Phone Number**

**Email address**