

ADOT CAR No.: IGA 24-0009698-1
AG Contract No.: P0012024001728
Project Location/Name: Yuma Multi-
Modal Transportation Center
Type of Work: MMTC Development
Federal-aid No.: NA
ADOT Project No.: T0580 01C
TIP/STIP No.: YU-22-11
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: AZ SMART

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT ("Agreement") is entered into this date March 28, 2025, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, among 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"). The State and the City 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 City is empowered by A.R.S. §§ 28-339 and 48-572 to enter into this Agreement and has by resolution, if required, 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 City.
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 funds (AZ SMART Funds) 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 City 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 City is the successful direct recipient of a 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant to transform the Hotel Del Sol into a Multi-Modal Transportation Center (MMTC) for the Yuma Region (the "Project"). The purpose of this Agreement is for the State to reimburse the City an amount not to exceed \$3,537,057 of eligible AZ SMART match funds for the Project, as shown on Exhibit A, and for the City to accept the abandonment of right of way of the east-bound frontage road (Gila Ridge Road) along Interstate 8 (I-8), approximately 2.5 miles, between the Engineering Stations, as depicted in Exhibit B.
7. After execution of this Agreement and with the approval of the State Transportation Board, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the area shown in Exhibit B to the City. The City agrees to waive the requirements of A.R.S. § 28-7209.
8. 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 City will enter into a GA with FHWA that identifies the RAISE grant requirements, as shown on Exhibit C. The City 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.
 - c. The City will coordinate with the State as requested by ADOT on the Project documents, reports, and activities.
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 City for eligible match on costs incurred, at the applicable prorata match detailed in the GA, in an amount not to exceed \$3,537,057, the amount of the AZ SMART Funds approved and programmed for the Project.
 - b. After execution of this Agreement and with approval by Resolution of the State Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit B.

3. The City 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 D, and documentation of payment for eligible costs incurred for the Project, less the City's prorata match, not to exceed \$3,537,057, 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.
 - c. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.
 - d. Submit to ADOT the Closeout Letter, as shown on Exhibit E, with the final invoice request.
 - e. Waive the requirements of A.R.S. § 28-7209.
 - f. After execution of this Agreement and with approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit B.

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 all 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 cancelled at any time by any 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 City terminates this Agreement, the City 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 City terminates this Agreement, the State shall have no further obligations to reimburse AZ SMART Funds to the City.
5. **Indemnification.** The City 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 City, 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 City'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 City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City'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 City. The City 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 City 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 City 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 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
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 cancelled 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 City, 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 Applicant 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 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 City 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. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
IPABranch@azdot.gov

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
Southwest District
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Southwest District
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

21. **Revisions to Contacts.** Any revisions to the names and addresses above may be updated administratively by any Party and shall be in writing.
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.
11. **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 3/20/2025
JOHN D. SIMONTON
City Administrator

ATTEST:

By  Date 3/20/2025
LYNDA BUSHONG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement among 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 City under the laws of the State of Arizona.

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

By  Date 3/20/2025
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By *Iqbal Hossain* _____ Date **3/28/2025**
F461CFD580FA4DD.
IQBAL HOSSAIN, PE
Acting Multimodal Planning 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.

Signed by:
By *Daniel Benjin* _____ Date **3/28/2025**
8D316FBECFEB476...
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0580 01C

The Project costs are estimated as follows:

*** Grant Match:**

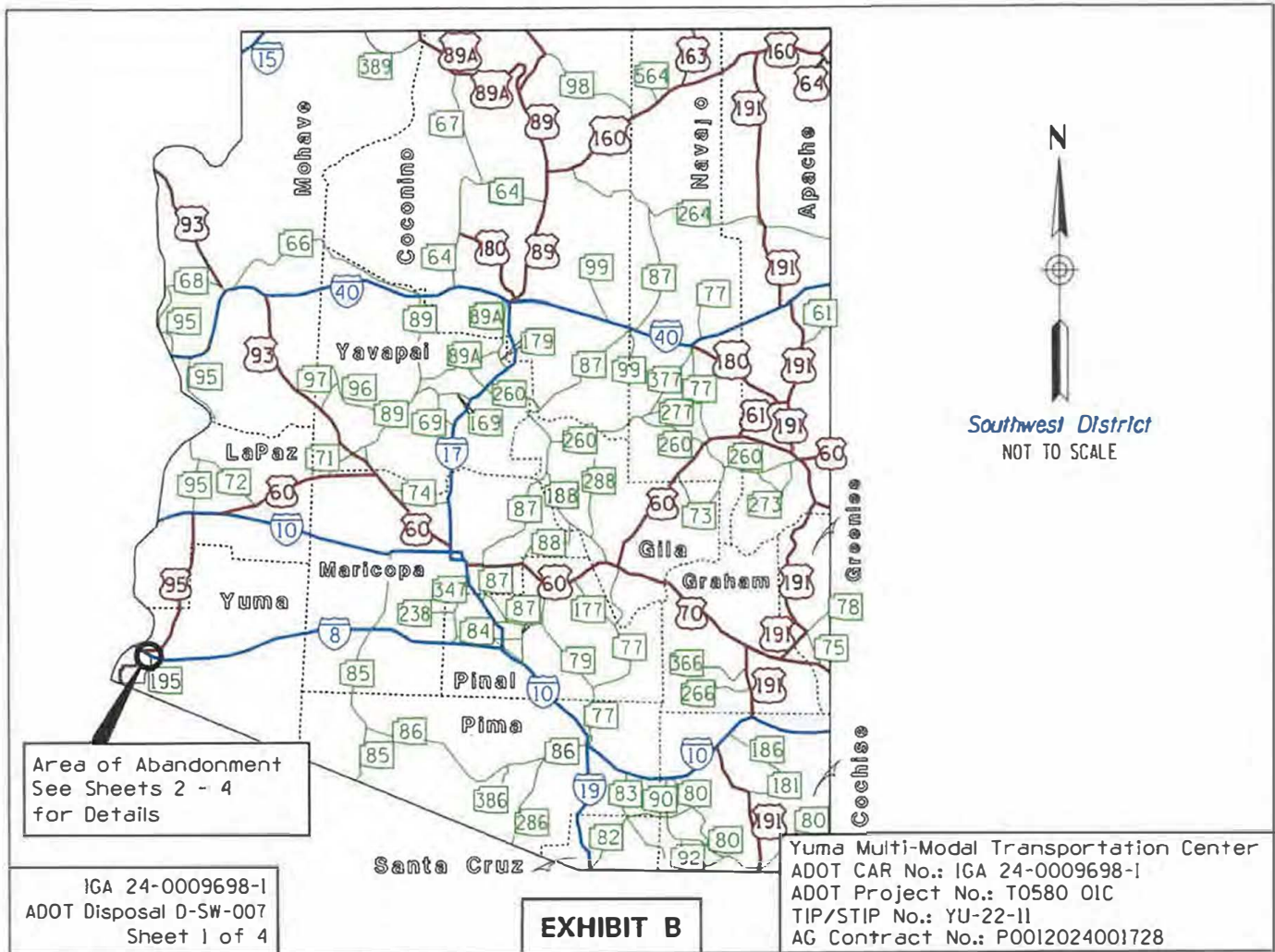
AZ SMART Funds @ 100%

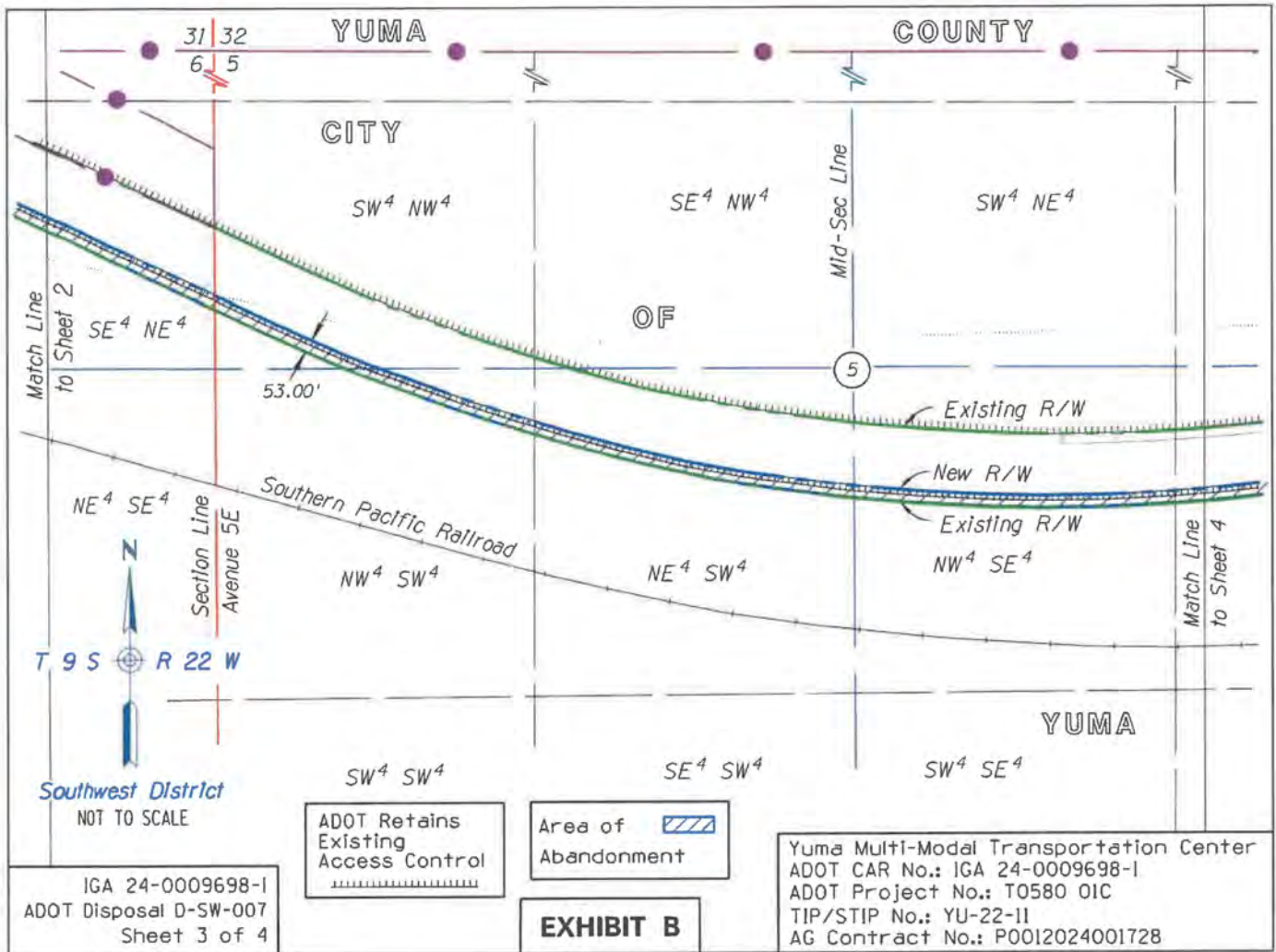
\$ 3,537,057

Total Federal Funds

\$ 3,537,057

* AZ SMART match funds are reimbursable; as a result ADOT will not invoice the Local Agency for the AZ SMART funds.





U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2021 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Yuma (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Yuma Multimodal Transportation Center.

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 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FTA Projects,” dated June 7, 2022, which is available at <http://go.usa.gov/xJkjt>. Articles 8–31 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (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, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE 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: Yuma Multi-Modal Transportation Center

Application Date: July 12, 2021

2.2 Award Amount.

RAISE Grant Amount: \$10,614,225

2.3 Award Dates.

Budget Period End Date: 08/30/2029

Period of Performance End Date: 08/30/2029

2.4 Urban or Rural Designation.

Urban-Rural Designation: Rural

2.5 Capital or Planning Designation.

Capital-Planning Designation: Capital

2.6 Federal Award Identification Number. The USDOT identifies this award with the following federal award identification number:

AZ-2024-027

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project converts a historic building in downtown Yuma into a regional transfer hub and central, multi-modal transit center for commuter rail, intercity bus, local public transit, and ridesharing. The project includes a renovated pedestrian pathway to Amtrak, bus bays for Greyhound and Yuma Area Transit, transit administration offices, ticket counters and kiosks, a waiting area for taxis, van pools, private shuttles, and rideshare, as well as improved facilities for transit users.

3.2 Project’s Estimated Schedule.

Milestone	Schedule Date
Planned Finalization of Construction Documents and Drawings Date:	02/01/2025
Planned Construction Contract Award Date:	07/31/2025
Planned Construction Start Date:	08/15/2025
Planned Construction Substantial Completion Date:	01/31/2029
Planned Revenue Service Date:	03/31/2029
Planned Project Closeout:	09/30/2029

3.3 Project’s Estimated Budget.

Eligible Project Costs	
RAISE Grant Amount:	\$10,614,225
Other Federal Funds:	\$476,872
Non-Federal Funds:	\$7,169,524
Total Eligible Project Cost:	\$18,260,621

Note: Other Federal Funds are FTA 5307.

**ARTICLE 4
CRITICAL MILESTONE DEADLINES**

4.1 Critical Milestone Deadlines.

None. The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 17.1(a) on some conditions related to the Project’s estimated schedule, as listed in section 3.2.

**ARTICLE 5
PARTY INFORMATION**

5.1 Recipient’s Unique Entity Identifier.

Recipient’s Unique Entity Identifier: GN4ZBTUNCN83

5.2 Recipient Contact(s).

Alex Tipton
CIP Manager
City of Yuma
155 W. 14th Street, Yuma, AZ 85364
928.373.4510
alex.tipton@yumaaz.gov

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Samuel Diaz
General Engineer
FTA – TRO-9 Southern California Office (SCO)
888 South Figueroa Street, Suite 440, Los Angeles, CA 90017-5467
(202) 366-3057
samuel.diaz@dot.gov

Charlene Lee Lorenzo
Senior Director, Southern CA Office
FTA – TRO-9 Southern California Office (SCO)
888 South Figueroa Street, Suite 440, Los Angeles, CA 90017-5467
(213) 202-3952
charlene.leelorenzo@dot.gov

**ARTICLE 6
USDOT ADMINISTRATIVE INFORMATION**

6.1 Payment System.

USDOT Payment System: ECHO

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

**ARTICLE 7
SPECIAL GRANT TERMS**

There are no special terms for this award.

ATTACHMENT A STATEMENT OF WORK

The new multimodal transportation center (MMTC) will be the primary regional transfer hub for all arriving and departing Amtrak and Greyhound passengers of the Yuma Region and will serve as YCAT's Downtown Transit Center. Additionally, this development will include office space and public service counters for the Yuma County Intergovernmental Transportation Authority (YCIPTA) staff, thus eliminating the need for riders to travel to multiple locations for transportation and ticketing services.

The MMTC will feature:

- New pedestrian pathway to Amtrak, bus bays for arriving and departing Greyhound and YCAT vehicles, YCAT On-Call Americans with Disabilities Act (ADA) paratransit, and waiting areas for taxis, van pools, rideshare and private shuttles traveling to various intercity destinations including, Phoenix Sky Harbor International Airport, Phoenix-Mesa Gateway Airport, Tucson, and Nogales, AZ., and locations in Mexico, etc. The one-stop MMTC will allow individuals to purchase tickets for Amtrak, Greyhound, and local bus services directly from YCIPTA or by using public ticketing kiosks. On-site security and assistance, restrooms, vendor space, water fountains and secure seating areas will be included in the development to accommodate passengers.
- The MMTC will also offer operator break facilities; bike racks, lockers, and a bicycle repair station to accommodate bicycling patrons; and free public parking accommodations.
- The second and third floors of the site will be left undeveloped. Any upgrades to the second and third floors using RAISE funding will only support the building's structural integrity and any electrical or mechanical upgrades needed to ensure the safety and security of the building and its occupants. Any additional modifications or development of the second and third floor will be funded separately through a public- private partnership as part of the City's aggressive downtown economic investment plan.

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

Reserved. This attachment B does not contain any supplementary fund source tables.

2. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$3,877,261		\$3,877,261
Architectural and engineering fees	\$214,753		\$214,753
Other architectural and engineering fees	\$148,882		\$148,882
Project inspection fees	\$54,763		\$54,763
Site work	\$1,197,284		\$1,197,284
Demolition and removal	\$796,488		\$796,488
Construction	\$6,378,019		\$6,378,019
Equipment	\$162,037		\$162,037
Miscellaneous	\$2,964,845		\$2,964,845
Contingency	\$2,466,289		\$2,466,289
Project Total	\$18,260,621		\$18,260,261

**ATTACHMENT C
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Yuma County Multimodal Transportation Center

Baseline Measurement Date: 05/15/2025

Baseline Report Date: 09/15/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
<p>Equitable Access to Jobs (Total Jobs Accessible within 30 Minutes of Travel)</p>	<p>Economic Competitiveness and Opportunity, Quality of Life, Mobility and Community Connectivity Total jobs assessable within 30 minutes of travel may be disaggregated by mode (bicycles, pedestrians, transit, or rail) that best aligns with project purpose.</p>	<p align="center">Annual</p>
<p>Unlinked Passenger Trips (Ridership) (Total Boardings per Year)</p>	<p>Mobility and Community Connectivity, Quality of Life Unlinked Passenger Trips (UPT) are the number of boardings on a public transportation vehicle during the year. The total for the project study area must be reported, but reporting can also be disaggregated by route, station, or facility. Reporting can also be disaggregated by rider characteristic to the extent that it is voluntarily reported by riders and aligns with a specific project purpose.</p>	<p align="center">Quarterly</p>

**ATTACHMENT D
CHANGES FROM APPLICATION**

Scope: During the design phase of the project, it was determined that transforming the first floor of the Hotel del Sol provided numerous structural engineering and constructability challenges. The undertaking now includes removing the entire building except for the existing northern and eastern façade. The exterior elements (the northern and eastern façade) will remain in place, keeping the distinctive historic downtown Yuma characteristics. Prior to demolition, historic elements will be removed from the building, curated, and incorporated into a new lobby display open to the public.

Schedule: The design and preconstruction phase of the project experienced significant delays due to the project causing an adverse effect on the Hotel del Sol property. Therefore, there were extended conversations with the Arizona State Historic Preservation Office (SHPO) on the different options to preserve as many historical features of the building as possible. It was determined that the original design of rehabilitating and maintaining the existing Hotel del Sol structure was excessively destructive to the historic preservation effort and a new undertaking option of partial restoration was chosen.

The construction phase of the project has extended as well due to the various supply chain issues that the construction market has faced in recent years.

The table below compares the application schedule to the current schedule.

Milestone	Application Date	Section 3.2 Date
Planned Finalization of Construction Documents and Drawings Date:	11/18/2021	02/01/2025
Planned Construction Contract Award Date:	02/16/2022	07/31/2025
Planned Construction Start Date:	02/16/2022	08/15/2025
Planned Construction Substantial Completion Date:	04/12/2023	01/31/2029
Planned Revenue Service Date:	06/15/2023	03/31/2029
Planned Project Closeout:	09/30/2023	09/30/2029

Budget: The City of Yuma was able to secure additional state funding in the amount of \$3.6 million, through AZSMART funding, to provide matching funds assistance for the completion of the project. In addition, approximately \$476,000 in FTA 5307 funds were added to the project in order bring the total funds available to equal the updated total project cost.

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

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds	\$10,614,225	75%	\$10,614,225	58%
Other Federal Funds			\$476,872	3%
Non-Federal Funds	\$3,538,075	25%	\$7,169,524	39%
Total Future Eligible Project Costs	\$14,152,300	100%	\$18,260,621	100%
Total Project Costs	\$14,152,300		\$18,260,621	

**ATTACHMENT E
APPROVED PRE-AWARD COSTS**

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the project costs and documented in this Attachment E. See section 20.3(b).

**ATTACHMENT F
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 are accurate:

	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>
X	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>

	<p>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></p>
	<p>The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i></p>
	<p>The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i></p>
	<p>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></p>
	<p>The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.</p>
	<p>The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i></p>
	<p>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.</p>

2. Supporting Narrative.

The MMTC project protects the environment by shifting commuters to transit, eliminating multiple needs for travel, and providing amenities to bike commuters, thereby reducing fuel usage and vehicle emissions. In addition, it will help increase utilization of local transit services by providing one central hub for passengers of bus and rail transportation.

The transition of automobile passengers to rail and public transportation modes has a significant positive impact on the protection of the environment, reduction of pollution, and energy efficiency, with one primary benefit of the MMTC being a reduction of environmental emissions. Emission savings from the transition from automobiles to rail and buses also has benefits in the areas of fuel savings, highway and road safety, reduction of congestion, and highway and road maintenance.

**ATTACHMENT G
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 are accurate:

	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>
d	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>
X	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.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
	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 project is located in a Designated Area of Persistent Poverty, Census Tract #1, Opportunity Zone 04027000100. Of the residents in this Census Tract, 30.7% are below the poverty line as measured by the 2015-2019 5-year data series of the American Community.

Within the project area, Community Development Block Grant funds have been used to revitalize neighborhoods and renovate structures, including the proposed site of MMTC. Additionally, according to the U.S. Department of Housing and Urban Development – HUD Exchange, American Community Survey 2019 5-Year Low- and Moderate-Income Summary Data, the proposed MMTC site is located directly in Census Tract 1 with a current population base of 2,173 residents. Of the 2,173 residents, 978 (45% percent) are classified as persons below the poverty line.

The multi-modal investment creates connections and opportunities for communities that are underserved by the region's current transportation system. Historically residents of Hispanic, African American and Native America and other minorities have more often utilized the bus system.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF YUMA

9/9/2024
Date

By:


Signature of Recipient's Authorized Representative

John D. Simonton

Name

City Administrator

Title

Attest:


Signature

Date

9.9.2024

Lynda L. Bushong

City Clerk

Approved as to form:

Richard W. Files 9-9-2024

Signature

Date

Richard W. Files

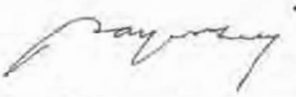
City Attorney

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION

September 10, 2024
Date


By: _____
Signature of USDOT's Authorized Representative

Ray Tellis
Name

Regional Administrator Region 9
Title

IGA 24-0009698, Exhibit D

ARIZONA DEPARTMENT OF TRANSPORTATION
PAYMENT REPORT

ADOT Project Number:	T0580	Program Phase:	01C	Federal Aid #:	
Payment Report Number:		Billing Period:		TIP ID #:	
JPA/IGA Number:	24-0009698	Final Payment:	<input type="checkbox"/> Check	Progress Payment:	<input type="checkbox"/> Check
Contract Amount:		Progress %:		Project End Date:	
Vendor ID:		GAE Number:			
Name of Project:	Yuma Multi-Modal Transportation Center				
Vendor (Sponsor):	City of Yuma				
REMIT PAYMENT TO (Address):	155 West 14th St, Yuma, AZ 85364				

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Previous Cumulative Amount	Current Request (Federal Share)	In-Kind (Local Share)	Cumulative Amount
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

I am signing to confirm and certify that the above referenced project is considered to be complete and accepted as Final, in accordance with FHWA requirements. All vendors have been paid in full.

Submitted By:		Accumulative Federal Amount:	\$ 0.00
Project Sponsor	Date		
Approved By:		Accumulative Local Amount:	\$ 0.00
ADOT Project Manager	Date		
Approved By:		Project Accumulative Amount:	\$ 0.00
	Date		
Comments:			
	Accumulative Local NFA Amounts reported:	\$	0.00

IGA 24-0009698
Exhibit E

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:
Project Name:
Federal Discretionary Grant received or to be pursued:
COG/MPO:
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

RESOLUTION NO. R2025-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE YUMA MULTI-MODAL TRANSPORTATION CENTER DEVELOPMENT

WHEREAS, the City of Yuma (City) desires to enter into an Intergovernmental Agreement (Agreement) with the Arizona Department of Transportation (ADOT) for the Yuma Multi-Modal Transportation Center Development (Project); and,

WHEREAS, the Project lies within the jurisdiction of the City of Yuma; and,

WHEREAS, the City will request reimbursement from ADOT for match on the federal grant; and,

WHEREAS, the City will obtain ownership, jurisdiction, and maintenance responsibilities of Gila Ridge Road from Avenue 4E to Araby Road; and,

WHEREAS, the Parties agree that the completion of the Project is essential to public safety and public welfare and desire to cooperate in the completion of the Project; and,

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into this Agreement for the final design and construction of the project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

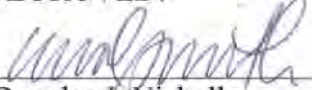
SECTION 1: The Agreement between ADOT and the City for the final design and construction of the Project for the benefit of the citizens and residents of Yuma, attached as Exhibit A and incorporated by reference, is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Agreement for and on behalf of the City.

SECTION 3: The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect this resolution.

Adopted this 19th day of March, 2025.


APPROVED:



Douglas J. Nicholls
Mayor


On Behalf of

ATTESTED:



Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney