



CONTRACT AMENDMENT
(for Grant Pass-Thru Agreement)

CITY OF PHOENIX
Public Transit Department
Grants Management Section
302 N. 1st Avenue, 8th Floor
Phoenix, Arizona 85003
ptdgrants@phoenix.gov

Effective Date: **November 3, 2022**
City Clerk Contract No.: **147746**
Amendment No.: **2**
Subrecipient Name: **City of Glendale**

Contract Title: **Grant Pass-Thru Agreement**

Grant Number(s): **FAIN No. AZ-2018-001-00**
AZ-2018-009-00

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Recital. This Amendment No. 2 updates the grant reimbursement requirements, extending the time for project completion and reimbursement requests under Agreement No. 147746 ("**Agreement**"), and it adds two required federal provisions to the Agreement.

2. Revisions.

A. Section 1 Revision. The Agreement's **Section 1, Grant Reimbursement**, is revised and replaced by this Amendment No. 2 with the following **Amended Section 1**:

1. Grant Reimbursement.

PHOENIX will reimburse SUBRECIPIENT for its share of federal funding allocated from the Grant for the purchase of items/services provided in the "Project Description" box of **Exhibit A-1 and Exhibit A-2**. SUBRECIPIENT shall comply with all requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are incorporated by reference.

To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall either charge: a cost allocation plan/indirect cost rate approved by the SUBRECIPIENT's cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis; or a de minimis rate of 10% of modified total direct costs ("**MTDC**") in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT's Grant Application, which is incorporated by reference into this Agreement.

The total federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed **\$1,557,974**. 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 by **December 31, 2025**. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant. This Agreement will terminate after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

A. Local Share.

SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **\$360,516**, as detailed in **Exhibit A-1 and Exhibit A-2**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

B. Application for Reimbursement of Federal Share.

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

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: section5310@phoenix.gov

The cover letter must identify PHOENIX's contract number and the period for which the application is submitted.

For any applicable reimbursements, SUB-RECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.

C. Backup Documentation.

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

1. A listing of all invoiced costs with vendors and payment dates;
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and
3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

B. Exhibit D Revision. **Exhibit D** (Required Federal Provisions), as attached to the Agreement and incorporated by reference, is supplemented by this Amendment No. 2 with addition of the following **Section 9** (Notification to

FTA) and Section 10 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment):

- 9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.**

 - A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.**
 - B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.**
 - C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.**
- 10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a**

contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained

- 3. Effect of Amendment.** Except as otherwise amended, all other contract prices, terms, and conditions of the Agreement (and any prior amendments not in conflict) will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, then the most recent amendment will only prevail and control if it is clear and unambiguous. If the most recent amendment is not clear and unambiguous, then the original Agreement will govern to the extent necessary to support the intent of the Agreement.
- 4. Effective Date.** The effective date of this Amendment No. 2 is the date provided above.

City of Glendale hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Public Transit Department, Grants Management Section.

CITY OF GLENDALE

Signature

Printed Name

Title

Signature

Printed Name

Title

CITY OF PHOENIX

Jeffrey Barton, City Manager

By: _____
Jesus Sapien, Public Transit Director

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Carolina Potts, Assistant Chief Counsel

ATTEST: _____

City Clerk

