

INTRODUCED: September 23, 2019

AN ORDINANCE No. 2019-268

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Agreement for the Use of Federal Highway Administration Congestion Mitigation Air Quality Program Funds Fiscal Year 2019 between the City of Richmond and the Virginia Department of Rail and Public Transportation to provide funding for the continuation of the City of Richmond Employee Trip Reduction program.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 12 2019 AT 5 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Agreement for the Use of Federal Highway Administration Congestion Mitigation Air Quality Program Funds Fiscal Year 2019 between the City of Richmond and the Virginia Department of Rail and Public Transportation to provide funding for the continuation of the City of Richmond Employee Trip Reduction program. The Agreement for the Use of Federal Highway Administration Congestion Mitigation Air Quality

AYES: 9 NOES: 0 ABSTAIN: _____

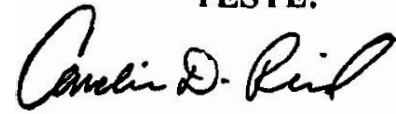
ADOPTED: NOV 12 2019 REJECTED: _____ STRICKEN: _____

Program Funds Fiscal Year 2019 shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Amelia D. Reed". The signature is written in a cursive style with a large initial 'A'.

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

Received
4-9059
AUG 13 2019
Office of the
Chief Administrative Officer

REQUEST

DATE: August 8, 2019 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten initials and date: JL 8/13/19

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

RECEIVED

THROUGH: Lenora Reid, DCAO, Finance and Administration

SEP 03 2019

THROUGH: John Wack, Director of Finance

OFFICE OF THE CITY ATTORNEY

THROUGH: Jay Brown, Director, Budget & Strategic Planning

THROUGH: Robert Steidel, DCAO, Operations

FROM: Bobby Vincent Jr., Director of Public Works

SUBJECT: City of Richmond Employee Trip Reduction Program

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to execute agreement with the Virginia Department of Rail and Public Transportation (DRPT) for \$200,000 in Federal Congestion Mitigation Air Quality (CMAQ) funding and \$50,000 in Commonwealth Transportation Funds for the continuation of the City of Richmond Employee Trip Reduction Program (ETRP).

REASON: The City of Richmond ETRP is funded from federal and state grant funds. The state funds provided by DRPT are used as a local match for CMAQ funds that fully fund the program.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The ETRP began in January 2004 to encourage City employees to use alternative forms of transportation, in an effort to reduce the dependency on the automobile, reduce the demand for parking, and improve air quality. Since 2004, the City of Richmond has received CMAQ funds along with matching state funds provided by DRPT to fully fund the City of

Richmond ETRP. The grant funding is used to finance the purchase of GRTC swipe cards, as well as vanpool vouchers for full-time City of Richmond employees for their commute to and from work. Approximately 913 City of Richmond Employees are enrolled in the program with approximately 303 active users. This program has reduced the vehicle miles traveled by 7,575 per day and resulting in a reduction of 14 tons of Hydrocarbons and 43 tons of Nitrous Oxide emissions per year.

FISCAL IMPACT TO CITY/COST: N/A

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: No

REVENUE TO THE CITY: \$250,000

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 9, 2019

CITY COUNCIL PUBLIC HEARING: September 23, 2019

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Public Works (September 19, 2019)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORD. OR RES: 2019-042

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS:

Attachment 1: FY2020 Special Fund Budget Page, Ordinance No. 2019-042

Attachment 2: Commonwealth Transportation Funds Project Agreement

Attachment 3: Congestion Mitigation Air Quality Funds Project Agreement

STAFF:

Lynne Lancaster, Deputy Director 804-646-6006

Dironna Moore-Clarke, Multimodal Transportation Manager 804-646-3074

ATTACHMENT 1

SPECIAL FUND AGENCY DETAIL

SPECIAL
FUND

Agency	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2020 Adopted
Parks, Recreation, and Community Facilities Con't				
Park Concessions	5,411	9,178	5,000	8,000
City Stadium Rental	3,563	11,835	—	—
USTA Best Tennis Town	—	2,400	—	—
Misc - Service Levels	—	39,299	—	—
MYA - CIT	—	15,200	—	—
NRPA/Walmart Foundation	8,186	(88,119)	—	—
17th Street Farmer's Market	—	—	—	327,290
Total Agency Special Funds	\$1,533,512	\$1,120,779	\$2,178,431	\$2,724,290
Planning and Development Review				
Public Art Commission	—	—	—	60,000
Permitting & Insp Tech Renewal Fund	197,324	188,833	289,000	924,960
Total Agency Special Funds	\$197,324	\$188,833	\$289,000	\$984,960
Police				
Federal Asset Forfeiture	—	2,075	300,000	300,000
State Asset Forfeiture	54,227	90,964	500,000	500,000
Internet Crimes Against Children	38,441	44,686	72,000	72,000
Edward Byrne Justice Asst. Grant (JAG)	141,884	123,104	200,000	200,000
DMV Traffic Enforc. & Safety Initiative	161,010	82,582	100,000	200,000
TRIAD	2,382	—	3,025	3,025
Washington/Baltimore HIDTA	29,719	—	58,771	58,771
GRIP-Gang Reduction Intervention Prgm	20,134	(5,000)	—	—
Cal Ripken	1,429	2,673	5,000	5,000
VDEM/Homeland Security	—	—	150,000	150,000
Project Safe Neighborhood (OAG)	—	—	82,500	100,000
Department of Criminal Justice Services	—	—	200,000	200,000
COPS	—	45,015	100,000	100,000
Virginia Rules Camp	—	—	5,000	5,000
One-Time Equip/Training Grant - Byrne	9,500	—	—	—
Byrne/JAG - Policing	—	49,807	—	—
Police Department Project/Grants	3,058	—	—	—
LISC - Midnight Basketball	—	13,326	20,000	50,000
Tech. Innovation for Public Safety (TIPS)	—	—	300,000	300,000
LIFE Program	—	—	73,440	75,000
Total Agency Special Funds	\$461,784	\$449,232	\$2,169,736	\$2,318,796
Public Works				
Urban and Community Forestry	10,542	(2,900)	10,000	10,000
Litter Control Act Grant	11,223	15,364	35,000	35,000
Richmond Employee Trip Reduction	108,479	144,563	300,000	350,000
Parking Management	—	(1,984)	—	—

AGREEMENT
FOR THE USE OF
FEDERAL HIGHWAY ADMINISTRATION
CONGESTION MITIGATION AIR QUALITY PROGRAM FUNDS
FISCAL YEAR 2019
PROJECT 47019-06
CM 5A27 (661)
UPC T1811
CITY OF RICHMOND

<u>Section No.</u>	<u>Description</u>
	Introduction
1	Purpose and Source of Funds
2	Project Budget
3	Requisitions and Payments
4	Termination
5	Contracts of the Grantee
6	Restrictions, Prohibitions, Controls, and Labor Provisions
7	Liability Waiver and Insurance Requirements
8	Compliance with Title VI of the Civil Rights Act of 1964
9	Incorporation of Provisions
10	Special Provisions
Appendix A	Project Description and Budget
Appendix B	Restrictions, Prohibitions, Controls, and Labor Provisions
Appendix C	Title VI
Appendix D	Audit Guidelines

This Project Agreement ("Agreement"), effective June 11, 2019, by and between the Commonwealth of Virginia Department of Rail and Public Transportation ("Department") and the City of Richmond ("Grantee") (collectively, the "Parties"), is for the provision of funding for the City of Richmond's Employee Trip Reduction Program ("Project").

WHEREAS, under provisions set forth under 23 U.S.C. § 149, the Congestion Mitigation and Air Quality Improvement ("CMAQ") program was established to fund transportation projects or programs that are likely to contribute to attainment of national ambient air quality standards or maintain national ambient air quality standards in maintenance areas; and

WHEREAS, the Parties desire to secure and utilize these grant funds; and

WHEREAS, on June 11, 2019, the Federal Highway Administration ("FHWA") approved funding for the Project.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

SECTION 1. Purpose and Source of Funds

Provided the requirements of this Agreement are met, the Department agrees to make available to the Grantee the sum of \$200,000 in 23 U.S.C. § 149 CMAQ Federal funds for the Project. The Project is contained in the approved Transportation Improvement Plans of both the urbanized area of which the Grantee is a part and the Commonwealth of Virginia ("Commonwealth").

SECTION 2. Project Budget

The Project Budget is the latest requested by the Grantee and approved by the Department, and is in Appendix A. The Grantee shall carry out the Project and shall incur obligations against and make disbursements of the Project funds only in conformity with the latest approved budget for the Project. Indirect costs are an allowable expense if they are based on a cost allocation plan that has been approved by the Department.

Federal funds provided in this Agreement are contingent upon FHWA funding. In no event shall the Department be liable to the Grantee for any portion of the Federal share of the Project cost. The Department's responsibility for the Project cost shall be limited to the cost of coordination and processing of the Grantee's reimbursement requests to the FHWA.

SECTION 3. Requisitions and Payments

- a. Requests for Payment by the Grantee. The Grantee will make requests for payment of eligible project costs as defined in 23 U.S.C. § 601. The request for payment will be for the Federal share of the total Project cost at the rate of Federal participation shown in the Project Budget. In order to receive payments, the Grantee must:
 1. Submit a reimbursement request in the OLGA Grants Management System to the Department; and
 2. Identify the source or sources of the non-Federal share of financial assistance under this Project from which the payment is to be derived.

- b. Upon receipt of satisfactory documentation, the Department will use all reasonable means to electronically transfer funds for the Federal share of allowable costs to the Grantee within 30 days.

SECTION 4. Termination

For convenience. The Department may terminate this Agreement at any time without cause by providing written notice to the Grantee of such termination.

Termination shall be effective on the date of the receipt of notice by the Grantee. In the event of such termination, the Grantee shall be compensated for allowable costs as defined in 23 U.S.C. § 601, through the date of receipt of the written termination notice from the Department.

SECTION 5. Contracts of the Grantee

Without prior written authorization by the Department, the Grantee shall not: (1) assign any portion of the work to be performed under this Agreement; (2) execute any contract, amendment, or change order concerning this Agreement; or (3) obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement. Further, the Grantee may not issue a Request for Proposal ("RFP") that uses 23 U.S.C. § 149 CMAQ funds without prior review and approval of the RFP by the Department.

SECTION 6. Restrictions, Prohibitions, Controls, and Labor Provisions

The Grantee shall comply with all of the restrictions, prohibitions, controls, and labor provisions set forth in Appendix B, attached and made a part of this Agreement.

SECTION 7. Liability Waiver and Insurance Requirements

The Grantee shall not seek redress for damages or injury caused in whole or in part by the Commonwealth or the Department, and their respective officers, agents, and employees acting within the scope of their duties. To the extent permitted by law, the Grantee shall reimburse the Commonwealth, the Department, and their respective officers, agents, and employees for any damage or injury arising from or relating to the use by the Grantee, its officers, agents, or employees of funds provided under this Agreement.

The Grantee hereby certifies that it is covered by and will keep in force either: (a) a comprehensive liability self-insurance plan administered by Virginia's Division of Risk Management providing protection against liability and claims pursuant to § 2.2-1839 of the *Code of Virginia* (1950), as amended (the "DRM Plan"); (b) a commercial insurance policy acceptable to the Department ("Commercial Insurance"); or (c) a liability self-insurance program acceptable to the Department providing equal or better coverage than the DRM Plan ("Self-Insurance Program").

- (a). The DRM Plan. If the Grantee chooses to satisfy its obligations under this Section by procuring the DRM Plan:

1. The Commonwealth and the Department, and their respective officers, agents, and employees shall be "additional covered parties" under the DRM Plan.
2. The Grantee shall provide the Department a Certificate of Liability Coverage that states, "The Commonwealth and the Department, and their respective officers, agents, and employees shall be indemnified to the extent permitted by law in terms of being added as additional covered parties pursuant to and specific to this Certificate."

(b). Commercial Insurance. If the Grantee chooses to satisfy its obligations under this Section by procuring Commercial Insurance:

1. The Grantee shall obtain an endorsement to the Commercial Insurance naming the Commonwealth and the Department, and their respective officers, agents, and employees as additional insureds under the policy.
2. The Grantee shall provide the Department a Certificate of Insurance providing evidence of the required coverage and naming the Commonwealth and the Department, and their respective officers, agents, and employees as additional insureds.

(c). Self-Insurance Program. If the Grantee chooses to satisfy its obligations under this Section through a Self-Insurance Program:

1. The Grantee shall provide evidence of the authority for such Self-Insurance Program, evidence of the limits of the Self-Insurance

Program, and evidence that the Self-Insurance Program is funded to an actuarially sound level.

2. The Grantee shall provide the Department with a certificate or letter from an authorized Grantee official confirming coverage for the duration of the Agreement.

The requirements of this Section shall not be deemed to limit any other obligations or liabilities of the Grantee.

The Grantee shall be responsible to pay the full amount of any deductibles or self-insured retentions of any coverages.

SECTION 8. Compliance with Title VI of the Civil Rights Act of 1964

The Grantee shall comply with the provisions of Title VI of the Civil Rights Act of 1964, and the provisions in Appendix C, attached and made a part of this Agreement.

SECTION 9. Incorporation of Provisions

The Grantee shall make all covenants and provisions of this Agreement a part of any contracts and subcontracts relating to the Project which utilize the funds provided in this Agreement. These covenants and provisions shall be made binding on any contractor, subcontractor, and their agents and employees. In addition, the following required provision shall be included in any advertisement for procurement for the Project:

Statement of Financial Assistance: This contract is subject to a financial assistance contract between the Commonwealth of Virginia and the United States Department of Transportation ("U.S. DOT").

SECTION 10. Special Provisions

- a. Special Condition Pertaining to Financing CMAQ Projects.

Sufficient funds must be available from the U.S. DOT and an adequate liquidating cash appropriation must have been enacted into law before payments may be made to the Grantee under this Agreement.

- b. All funds made available by this Agreement are subject to audit by the Department or its designee, and by the FHWA or its designee. Current audit guidelines for the Department are set forth in Appendix D, attached and made a part of this Agreement.

This area intentionally left blank

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM



Assistant City Attorney

Appendix A: Project Description and Budget

Grantee: City of Richmond

Project: City of Richmond's Employee Trip Reduction Program

**FHWA Grant Number CM 5A27 (661)
UPC T1811**

Project Number: 47019-06

Project Start Date: June 11, 2019

Project Expiration Date: December 31, 2020

Fund Code		Item Amount
401	Federal Grant Amount (share of Project cost - 80%)	\$200,000
472	State expense (share of Project cost - 20%)	\$ 50,000
	Total Project Expense	\$250,000

In no event shall this grant exceed \$200,000.

Appendix B: Restrictions, Prohibitions, Controls, and Labor Provisions

- a. The Grantee, its agents, employees, assigns, or successors, and any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with this Agreement, shall not discriminate against any employee or applicant for employment because of age, race, religion, handicap, color, sex, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their age, race, religion, handicap, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Disadvantaged Business Enterprises ("DBE"). It is the policy of the U.S. DOT that DBEs, as defined in 49 C.F.R. pt. 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. pt. 26 apply to this Agreement.

The recipient or its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. pt. 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. pt. 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. The recipient will utilize the Virginia Department of Transportation's DBE program, as required by 49 C.F.R. pt. 26 and as approved by the U.S. DOT, which is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801 *et seq.*).

Pursuant to the requirements of 49 C.F.R. pt. 26, the following clause must be inserted in each third party contract:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. pt. 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited

to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.”

- c. Interest of Member of, or Delegates to, Congress. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- d. Conflict of Interest. The Grantee and its officers and employees shall comply with the provisions of the State and Local Government Conflict of Interests Act, §§ 2.2-3100 *et seq.* of the *Code of Virginia* (1950), as amended.
- e. The Grantee, its agents, employees, assigns, or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Fair Employment Contracting Act, §§ 2.2-4200 *et seq.* of the *Code of Virginia* (1950), as amended.

Appendix C: Title VI

During the performance of this Agreement, the Grantee, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The Grantee shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (U.S. DOT), 49 C.F.R. pt. 21, as amended ("Regulations").
- b. **Nondiscrimination:** The Grantee, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by the Grantee for work to be performed under a subcontract, including procurements of materials, leases, or equipment, each potential subcontractor or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** The Grantee shall provide all information and reports developed as a result of or required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Department or the FHWA, as appropriate, and shall set forth the efforts it has made to obtain this information.
- e. **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or
 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- f. **Incorporation of Provisions:** The Grantee shall include the requirements of paragraphs a through f in every subcontract (making clear that the requirements on the Grantee are in turn required of all subcontractors), including procurements

of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Grantee shall take such action with respect to any subcontract or procurement as the Department or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Grantee must immediately notify the Department so that steps can be taken to protect the interests of the Department and the United States.

Appendix D: Audit Guidelines

- a. The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and applicable U.S. DOT "Single Audit" requirements of 2 C.F.R. pt. 1201, which incorporate by reference 2 C.F.R. pt. 200. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.
- b. Additional guidance is as follows:
 1. Eligibility of costs is stressed for expenditures made within the grants. 2 C.F.R. pt. 200 Subpart E should be referenced and applied. Generally, some of the problems encountered are:
 - A. Unacceptable or no cost allocation plan, usually for "indirect costs."
 - B. Arbitrary allocation of costs.
 - C. Failure to maintain time and attendance records.
 - D. Failure to keep accurate track of employee time spent on each of several grants.
 - E. Improper documentation.
 2. The report should have sufficient schedules, either main or supplementary, that identify beginning balances, revenues, expenditures by line item and individual grants, and fund balances. Department-issued grants should be separated. A schedule of ineligible costs should also be included if such costs are found.
 3. The report should present a schedule of indirect costs and be presented in a manner that indicates the method of developing the costs (including fringe benefits). Indirect costs should be analyzed for eligibility of costs included (interest, taxes, etc.).
 4. Costs should be classified to identify expenditures by the Grantee in contrast to disbursements actually passed through to subrecipients. The scope of the audit should include expenditures made by the subrecipients and be identified in the audit report. This includes consultants, subconsultants, and any other recipient of pass through funds.
 5. Generally speaking, it is left up to the auditor's professional judgment to determine materiality in selection of parameters for sample testing and recognition of errors. However, it is suggested that the size of each individual grant in the entity be considered when selecting parameters rather than total overall operation of the entity.

6. The following groups should be sent copies of the audit reports:

A. Two copies of the audit reports and two copies of the OIG Review of the Report are to be sent to:

Virginia Department of Rail and Public Transportation
Attention: Donald Karabaich, Audit Manager
600 East Main Street, Suite 2102
Richmond, VA 23219

B. Grantees expending more than \$500,000 a year in Federal assistance must forward a copy of the audit to a central clearinghouse designated by OMB.

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th St.
Jefferson, IN 47132

C. If your independent annual single audit contains U.S. DOT program findings, a copy of the entire audit report must be submitted to your FHWA Regional Office. If your agency receives funds from more than one U.S. DOT agency and the FHWA is your point of contact for all DBE program issues, then you must submit the entire audit report if it contains any findings related to any U.S. DOT program.

D. If your independent annual single audit report contains no U.S. DOT program findings, a copy of only the Federal Clearinghouse transmittal sheet must be submitted to your FHWA Regional Office.