



**LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION (LHMPO)
EXECUTIVE BOARD MEETING AGENDA
Tuesday March 12, 2019, 2:00 P.M.**

One or More Executive Board Members May Attend and Vote Telephonically

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CALL TO THE PUBLIC:

This item is to provide an opportunity for citizens wishing to address the Executive Board on issues within the jurisdiction of the LHMPO planning area that are not on the Agenda. Comments SHALL be limited to five (5) minutes or less.

5. CONSENT AGENDA

The following items will be considered as one item by the Executive Board and will be enacted with one motion with no separate discussion unless a board member requests to so, in that event the item will be removed.

5.1 Approve the Executive Board Meeting Minutes of February 12, 2019

5.2 Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 1:00 p.m., Tuesday, April 2, 2019

6. ANNOUNCEMENTS, COMMUNICATIONS, UPDATE REPORTS

6.1 ADOT, City, County, RTAC Reports

6.2 LHMPO Director's Report
Vinny Gallegos, LHMPO Director

7. PUBLIC HEARINGS

7.1 Discussion and Possible Action to Approve contract with Cable One Advertising for Mohave County Safe Driving Educational Campaign
Vinny Gallegos, LHMPO Director

- 7.2** Discussion FY2020 & FY2021 Unified Planning Work Program (UPWP)
Vinny Gallegos, LHMPO Director

8. FUTURE AGENDA ITEMS

9. UPCOMING MEETING SCHEDULE

- State Transportation Board Meeting: **March 15, 2019 at 9:00 a.m., Tucson, AZ**
- LHMPO TAC Meeting: **March 19, 2019 at 1:30 p.m.**, 900 London Bridge Rd, Bldg. B, Lake Havasu City, AZ 86404

10. ADJOURNMENT

Pursuant to the Americans with Disabilities Act (ADA), the Lake Havasu Metropolitan Planning Organization endeavors to ensure the accessibility of all of its programs, projects and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the Lake Havasu MPO office at (928) 453-2823 at least 48 hours prior to the meeting so that accommodations may be arranged.

Agenda Item # 5.1

**LAKE HAVASU MPO
REQUEST FOR ACTION
March 12, 2019**

SUBJECT: Action to Approve the Consent Agenda

SUBMITTED BY: Vinny Gallegos, Director

AGENDA TYPE: Consent Agenda

ATTACHMENTS:

Executive Board Meeting minutes of February 12, 2019

SUMMARY/BACKGROUND:

Approve the minutes from the Executive Board meeting held February 12, 2019

ACTION OPTION:

Motion to approve the Consent Agenda

OR

Motion to approve the Consent Agenda, with the noted changes

RECOMMENDATION:

Motion to approve the Consent Agenda

Cal Sheehy - Chairman
Buster Johnson – Vice Chairman
Donna McCoy – Secretary/Treasurer
David Lane – Board Member
Alvin Stump – Board Member



Hampton Inn
Meeting Room
245 London Bridge Rd.
Lake Havasu City, AZ 86403

**LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION (LHMPO)
EXECUTIVE BOARD MEETING MINUTES
Tuesday February 12, 2019, 11:30 A.M.**

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

1. CALL TO ORDER

Chairman Sheehy called the meeting to order at 11:30 a.m.

2. ROLL CALL

The roll call was performed by Jeanette Buckley.

Present: Cal Sheehy, Buster Johnson, Donna McCoy, Alvin Stump, and David Lane.

3. CALL TO THE PUBLIC:

There were no public comments.

4. CONSENT AGENDA

The following items will be considered as one item by the Executive Board and will be enacted with one motion with no separate discussion unless a board member requests to so, in that event the item will be removed.

4.1 Approve the Executive Board Meeting Minutes of November 13, 2018

4.2 Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 2:00 p.m., Tuesday
March 12, 2019

MOTION

Member Lane presented a motion to approve the Consent Agenda as presented. Motion was seconded by Secretary/Treasurer McCoy.

VOTE ON MOTION

The vote on the motion was unanimous.

5. PUBLIC HEARINGS

5.1 Discussion, Update, and Possible Action concerning Adoption of ADOT FTA
Performance Targets

Vinny Gallegos advised the Executive Board the two choices for the MPO regarding the Performance Targets either adopt the ADOT Performance Targets or the MPO makes their own. If the MPO adopts their own targets then certain additional requirements and responsibilities will be placed on the MPO. If the MPO supports the ADOT targets then those requirements and responsibilities will fall on ADOT. These performance targets are for the Asset Categories Revenue Vehicles, Equipment and Facilities. Example of a Lake Havasu City facility would be the Transit Building which the Lake Havasu MPO

resides. This shows that the facility is in a good state of repair and is being maintained. Lake Havasu MPO is looking for a recommendation to support the ADOT FTA Performance Targets.

MOTION

Secretary/Treasurer presented a motion to support the performance targets as established by ADOT for the Lake Havasu MPO and recommend the Chairman or in his absence Vice-Chairman sign letter to Adoption of Arizona FTA Performance Targets. Motion was seconded by Member Lane.

VOTE ON MOTION

The vote on the motion was unanimous.

- 5.2** Discussion, Update, and Possible Action to approve a Letter to Urge State Leaders Take Action to Increase State and Local Investment in Transportation Infrastructure
Vinny Gallegos indicated that he was working with other MPO's, Rural Transportation Advocacy Committee and other committees regarding resolutions that were being presented regarding transportation funding. Vinny Gallegos advised the Executive Board that he has drafted a letter for the Executive Board to consider. In the letter it states that Lake Havasu MPO regions needs for transportation funding and continue to support increasing the state transportation revenue sources.

Chairman Sheehy stated the statement "Creation of Expanded Transportation Revenue Streams" was too broad. Vice Chairman Johnson stated that next month Mohave County will be voting on a measure so he would be not be able to support this letter until after this meeting.

Member Lane stated on what has been discussed during the retreat that he thinks this should be tabled until next meeting.

Chairman Sheehy advised the Executive Board that if this item is tabled until next meeting that it will be too late to have impact on what is in the legislature right now.

Member Lane indicated that since it is not referencing the gas tax increase that this will not probably have no effect on the legislation right now. The letter should be clearer on what Lake Havasu MPO should support for increasing transportation funding.

MOTION

Member Lane presented a motion to table this item until next meeting. Motion seconded by Secretary/Treasurer McCoy.

VOTE ON MOTION

The vote on the motion: Aye-4 Secretary Treasurer McCoy, Vice-Chairman Johnson, Chairman Sheehy, and Member Lane.
Member Stump abstained.

6. FUTURE AGENDA ITEMS

No Future Agenda items were given.

7. UPCOMING MEETING SCHEDULE

- State Transportation Board Meeting: **February 15, 2019 at 9:00 a.m., Douglas, AZ**
- LHMPPO TAC Meeting: **February 19, 2019 at 1:30 p.m., 900 London Bridge Rd, Bldg. B, Lake Havasu City, AZ 86404**

*Lake Havasu Metropolitan Planning Organization
900 London Bridge Road, Building B
Lake Havasu City, AZ 86404
(928) 453-2823
www.lhmpo.org*

- LHMPO Executive Board Regular Meeting: **March 12, 2019 at 2:00 p.m.**, 2360 McCulloch Blvd., Lake Havasu City Police Facility Meeting Room, Lake Havasu City, AZ 86403

8. ADJOURNMENT

Motion to adjourn was presented by Secretary/Treasurer McCoy seconded by Member Lane. Vote on motion was unanimous. Meeting adjourned at 11:41 a.m.

DRAFT

**LAKE HAVASU MPO
REQUEST FOR ACTION
MARCH 12, 2019**

SUBJECT: Discussion and Possible Action to Award the Professional Services Agreement with Cable One to Perform the Mohave County Safe Driving Campaign

SUBMITTED BY: Vinny Gallegos, MPO Director

AGENDA TYPE: Public Hearing

ATTACHMENTS: Professional Services Agreement with Cable One

SUMMARY/BACKGROUND:

MPO has programed \$50,000 in FY19 for a countywide safe driving educational campaign.

The Request for Quotes (RFQ) issued on January 24, 2019.

RFQs were due on February 7, 2019.

The only quote received was from Cable One.

ACTION OPTION:

Motion to approve and authorize the Chairman, or in his absence the Vice Chairman, to sign the Professional Services Agreement with Cable One.

Or

To be determined...

RECOMMENDATION:

Motion to approve and authorize the Chairman, or in his absence the Vice Chairman, to sign the Professional Services Agreement with Cable One.



PROFESSIONAL SERVICES AGREEMENT

Lake Havasu Metropolitan Planning Organization 2019 Safe Driving Campaign

This Professional Services Agreement ("Agreement") is entered into this _____, by and between the Lake Havasu Metropolitan Planning Organization ("LHMPO"), and Cable One, Inc. d/b/a/ Cable One Advertising, ("Contractor or Consultant"), both individually referenced as the "Party" and collectively referenced as the "Parties." For the purpose of providing professional services for LHMPO for the 2019 Safe Driving Campaign ("Project"), the Parties agree as follows:

1. Contractor agrees to:

- 1.1 Provide professional services to the LHMPO in relation to the Project described in the attached Exhibit "A" (Scope of Work, Fee Summary, and Project Schedule) and other related services.
- 1.2 Provide sufficient qualified personnel to perform all required services, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the LHMPO.
- 1.3 Complete all services required by this Agreement and in compliance with the Contractor's project schedule identified in the attached Exhibit "A."
- 1.4 Comply with the Supplemental Contract Language contained in the attached Exhibit "B" required by Arizona Department of Transportation. In Exhibit "B," Consultant has the same meaning as Contractor and MPO has the same meaning as LHMPO.
- 1.5 Comply with the LHMPO Title VI Assurances as applicable contained in the attached Exhibit "C."
- 1.6 Covenant to furnish its skill and judgment in all matters related to the Project and exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional at the locality of the Project.

2. Termination for Convenience or Default (Architect and Engineering) (if 49 CFR 18 applies)

- 2.1 LHMPO may terminate this Agreement in whole or in part, for LHMPO's convenience or because of the failure of the Contractor to fulfill the contract obligations. LHMPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall

- a) immediately discontinue all services affected (unless the notice directs otherwise), and
- b) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

2.2 If the termination is for the convenience of the LHMPO, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

2.3 If the termination is for failure of the Contractor to fulfill the contract obligations, LHMPO may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

2.4 If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- 3. This Agreement may be cancelled under A.R.S. § 38-511.
- 4. Any notices to be given by either Party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

LHMPO:

MPO Manager
900 London Bridge Road, Transit Bldg.
Lake Havasu City, AZ 86404

Contractor:

Project Manager – Rebecca Banks
210 East Earl Drive
Phoenix, AZ 85012

- 5. It is expressly agreed and understood by and between the Parties that Contractor is an independent contractor and not an LHMPO employee, and is not entitled to any fringe benefits to which LHMPO employees are entitled. As an independent contractor, Contractor acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. Contractor agrees that it will conduct itself in a manner consistent with its independent contractor status, and that it will neither hold itself out nor claim to be an officer or employee of the LHMPO, and that it will not make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the LHMPO, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- 6. This Agreement is non-assignable by the Contractor. However, the Contractor may subcontract for services and/or materials, provided the subcontractor adheres to all applicable provisions of this Agreement and all federal requirements.
- 7. Payment:
 - 7.1 LHMPO agrees to pay to Contractor an amount not to exceed \$50,000.00 for all services as specified in this Agreement.

- 7.2 A contingency line item is included in the fee proposed to address additional efforts that may be requested by LHMPO and the LHMPO's Technical Advisory Committee (TAC) for the Scope of Work tasks. No efforts will be initiated under the contingency line item without concurrence from the TAC and written authorization from the LHMPO Manager detailing the work effort and itemized cost.
- 7.3 The payment amount includes payment for all services to be rendered by Contractors or subcontractors, which the Contractor may employ to complete the services required by this Agreement. It is expressly agreed by and between the Parties that the Contractor is solely responsible for all payment to subcontractors retained by the Contractor.
- 7.4 Payment of the total amount provided for under Section 7.1 does not relieve Contractor of its obligations to complete the performance of all services required by this Agreement. Should the LHMPO request in writing additional services beyond that specified in this Agreement, then Contractor may charge and LHMPO agrees to pay Contractor in accordance with Exhibit "A."
- 7.5 Prior to the final payment to the Contractor, the LHMPO will deduct all unpaid privilege, license, and other taxes, fees and all other unpaid monies due the LHMPO from the Contractor, and apply those monies to the appropriate accounts. Contractor agrees to provide to the LHMPO any information necessary to determine the total amount(s) due.
- 7.6 Contractor agrees to bill the LHMPO monthly for any fees due the Contractor based upon the hourly rate agreed to in this Agreement. Pursuant to Prompt Pay Legislation (A.R.S. § 28-411) LHMPO agrees to pay billings within twenty-one (21) calendar days of the date of receipt.
- 7.7 Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the LHMPO shall in no way be obligated for funding or liable for any past, current, or future expenses under this Agreement.
8. This Agreement is the result of negotiations by and between the Parties and it is agreed that any ambiguity in this Agreement is not to be construed against either Party.
9. This Agreement shall be construed under the laws of the State of Arizona.
10. All work product of the Contractor for this Project are instruments of service for this Project only and shall remain the property of the LHMPO whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the LHMPO shall remain the property of the LHMPO. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the LHMPO on request or at the completion of the work.
11. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties waive any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the Court. Contractor agrees that this provision will be contained in all subcontracts related to this Agreement.
12. If there is any legal action or proceeding between LHMPO and the Contractor arising from or based upon this Agreement, the unsuccessful party to the action or proceeding agrees to pay

to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party. The award of attorneys' fee shall be made by the Court without a jury.

13. This Agreement and its Exhibits represent the entire and integrated Agreement between the LHMPO and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the LHMPO and the Contractor, except as provided in Section 16 of this Agreement. Nothing contained in this Agreement is intended to benefit any third party.
14. In the event any provision of this Agreement is held to be invalid and unenforceable, the remaining provisions will remain valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.
15. No oral order, objection, claim or notice by any Party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
16. The LHMPO Manager may make minor changes in the work, not involving additional cost and not inconsistent with the purpose of the Project, by written instrument signed by the LHMPO Manager and Contractor. Changes in work that involve additional costs must be approved by the Parties by written amendment to this Agreement signed by both Parties.

17. Insurance Requirements:

17.1 Contractor and its subcontractors shall procure and maintain until all of their obligations are discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

17.2. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. LHMPO in no way warrants that these minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

17.3 Minimum Scope and Limits of Insurance: Contractor agrees to provide coverage with limits of liability not less than those stated below.

A. **Commercial General Liability – Occurrence Form:** Policy must include bodily injury, property damage, personal injury and broad form contractual liability coverage.

1. General Aggregate	\$2,000,000
2. Products- Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000

Professional Services Agreement

- | | |
|---|-------------|
| 4. Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| 5. Fire Legal Liability | \$ 50,000 |
| 6. Each Occurrence | \$1,000,000 |

- a. The policy must be endorsed to include the following additional insured language: LHMPO, its departments, agencies, boards, committees, and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability of the activities performed by or on behalf of the Contractor."
- b. The policy must contain a waiver of subrogation against LHMPO, its departments, agencies, boards, committees, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Completed operations coverage shall remain effective for at least two years following expiration of this Agreement.

B. Business Automobile Liability: Bodily Injury and Property Damage for any owned, hire, and/or non-owned vehicles used in the performance of this Contract.

- | | |
|--------------------------------|-------------|
| 1. Combined Single Limit (CSL) | \$1,000,000 |
|--------------------------------|-------------|

- a. The policy must be endorsed to include the following additional insured language: "LHMPO, its departments, agencies, boards, committees, and its officers, officials, agents, volunteers, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
- b. The policy must contain a waiver of subrogation against LHMPO, its departments, agencies, boards, committees, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

C. Worker's Compensation and Employers' Liability

- | | |
|---------------------------------------|-------------|
| 1. Workers' Compensation | Statutory |
| 2. Employers' Liability Each Accident | \$1,000,000 |
| 3. Disease – Each Employee | \$1,000,000 |
| 4. Disease – Policy Limit | \$1,000,000 |

- a. The policy must contain a waiver of subrogation against LHMPO, its departments, agencies, boards, committees, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement does not apply if exempt under A.R.S. Section 23-901.

D. Professional Liability (Errors and Omissions Liability)

- | | |
|---------------------|-------------|
| 1. Each Claim | \$1,000,000 |
| 2. Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.
- c. The policy must be endorsed to include the following additional insured language: "LHMPO, its departments, agencies, boards, committees, and its officers, officials, agents, volunteers, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor."

E. Theft, Damage, or Destruction of Work, if applicable: In the event of theft, damage or destruction of the work, Contractor will re-supply or rebuild its work without additional compensation and will look to its own resources or insurance coverage's to pay for such resupply or rebuilding. Contractor will promptly perform, re-supply or rebuild, regardless of the pendency of any claim by Contractor against any other party, including LHMPO, that such party is liable for damages, theft or destruction of Contractor's work. This subparagraph shall apply except to the extent that the cost of re-supply or rebuilding is paid by LHMPO's builder's risk insurance; in such event, LHMPO waives (to the fullest extent permitted by the builder's risk policy) all rights of subrogation against Contractor and each of its subcontractors to the extent of such payment by LHMPO's builder's risk insurer.

17.4 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

- a. LHMPO, its departments, agencies, boards, committees and its officers, officials, agents, volunteers, and employees wherever additional insured status is required shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
- b. Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

17.5 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without thirty (30) business days written notice to LHMPO, mailed directly to

LHMPO, Attention MPO Manager, 900 London Bridge Road, Transit Bldg., Lake Havasu City, AZ 86404 and sent by certified mail, return receipt requested.

- 17.6 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. LHMPO in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 17.7 Verification of Coverage: Contractor agrees to furnish LHMPO with certificates of insurance as required by this Agreement signed by a person authorized by that insurer to bind coverage on its behalf and the Project/Agreement number and project description noted on the certificate of insurance.
- a. All certificates and endorsements are to be received and approved by LHMPO at least ten (10) days before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
 - b. All renewal certificates required by this Agreement shall be sent directly to LHMPO, Attention MPO Planning Manager, 900 London Bridge Road, Transit Bldg., Lake Havasu City, AZ, 86404 with the Project/Agreement number and project description included on the certificate of insurance.
- 17.8 Subcontractors: Contractor's certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to LHMPO separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
18. Contractor warrants compliance with A.R.S. §§ 41-4401 and 23-214(A), and that it is compliant with all federal immigration laws. Breach of this section is a material breach of this Agreement.

This Agreement is executed as of the day and year first written above.

LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION

CONTRACTOR

Cal Sheehy
LHMPO Chair

ATTEST:

Vincent Gallegos
LHMPO Manager

APPROVED AS TO FORM:

Attorney for LHMPO

Exhibit "A"

SCOPE OF WORK

1. Services. The Consultant shall provide the following “services” to LHMPO:

1.1 Creative Services: Consultant will meet with LHMPO to assess the needs. Consultant will create creative concepts, get feedback from LHMPO, and finalize the script, set up a shoot date and produce a high-definition video to be used for targeted display and Facebook video or YouTube video. Consultant will produce eight videos over a twelve-month period.

1.2 Targeted Display & Facebook Video Advertising or YouTube Video Advertising Services: Consultant will work with LHMPO to develop and manage a customized digital campaign broken down into the following discrete targeted display services:

A. Facebook or YouTube Video

Consultant will work with LHMPO to place video on Facebook or YouTube to drive awareness the dangers related to distracted and aggressive driving.

B. Online Targeted Video Campaign Management – Consultant will work with LHMPO to develop a video advertising strategy and provide ongoing management of that campaign for 12 months, and measuring the results of the LHMPO’s investment and make improvements to the conversion rate. Consultant will deliver a monthly performance report to LHMPO and recommend new strategies to increase performance.

C. Targeted Display Advertising – Consultant will retarget campaign for desktop, tablet and mobile with video ads using a combination and blend of the following tactics:

- i. **Geo-Targeting-** Using data to ensure that your ads appear in front of users in your service area: Country, State/Province, City, Zip/Postal Code and Radius.
- ii. **Site Retargeting-** Marketing to people who you know visit the LHMPO website.
- iii. **Search Retargeting-**Marketing to those who are reading content about LHMPO products and services. Based on the keywords they have searched, we show your ad to those who have performed searches relevant to your products and services.
- iv. **Keyword Contextual Targeting-** Marketing to those who are searching for LHMPO products and services. Based on the keywords they have searched, we show your ad to those who have performed searches relevant to your products and services.
- v. **Category Contextual Targeting-** Marketing on sites where LHMPO prospects are likely to be. As users browse the web, we show them your ads as they surf sites that are categorically relevant to the business or product.
- vi. **Geo-Fencing-** Targeting based on your location and your competitor’s location. The most advanced location based mobile advertising technology powered by latitude and longitude data to target specific geographic areas.
- vii. **Native Advertising-** A form of media where the ad experience follows the natural form and function of the user experience in which it is placed.

- viii. **Event Targeting-** A precise time-based geo-targeting strategy that allows advertisers to target and audience based on a geo- fence.

FEE SUMMARY

Creative Services **\$9,405**

8 Targeted & Facebook Video or YouTube Video productions that range in length up to 30 seconds.

Travel time and accommodations are included in this bid.

Project Total **\$9,405**

Targeted Video (per month) **\$2,500**

Desktop, Tablet and Mobile Video Campaign

We will manage and optimize online ad campaigns as well as provide detailed monthly reports each month.

Recommended 100,000 Video Impressions per month with a \$25 CPM (*Cost per Thousand*). *Monthly Investment is \$2500.00 with a minimum commitment of 12 months.*

Targeted Display is made up of the following tactics:

Geo-Targeting	Keyword Contextual Targeting	Search Retargeting
Site Retargeting	Category Contextual Targeting	Event Targeting

Recommended Target Markets: Mohave County

Facebook Video or YouTube Video (per month) **\$756**

42,000 Facebook Video Impression monthly. \$18.00 CPM (*Cost per Thousand*) with a minimum commitment of 12 months.

Or

3450 view on You Tube. The client only pays for completed commercial views on YouTube per month. This allows some flexibility between Facebook and You Tube to fit the client's needs. Cost per total viewed impression is \$.22

- Cable One will work with Lake Havasu MPO to place video on Facebook or YouTube to drive the awareness for the dangers of distracted driving.

Summary of Fees

Mohave County	Monthly Impressions	Monthly fee	12 month total	1 time fee	grand total
8 :30 second videos				\$9405.00	\$9405.00
Video Targeted Display	100,000	\$2500.00	\$30,000.00		\$30,000.00
Facebook Video/ You Tube	42,000	\$756.00	\$9,072.00		\$9,072.00
Total					\$48,477.00
Tax 2.75%					\$1,333.11
Grand Total					\$49,810.12

PROJECT SCHEDULE

Phase	Activities	Completion
Review Goals for the educational campaign	Analysis of goals for each community to understand the unique aspects of each community to highlight safety goals. This campaign will have a eight videos produced in a year.	March 2019
Creative Consultation	Collaboration between Lake Havasu MPO and Cable ONE Advertising's creative team and media consultant to craft two unique videos.	March/ April 2019
Video Shoot	Shoot, edit and produce two videos for targeted display.	April/ May 2019
Targeted Video Display	Video Targeting launch throughout Mohave County	May 2019- April 2020
Creative Consultation	Collaboration between Lake Havasu MPO and Cable ONE Advertising's creative team and media consultant to craft three unique videos.	Aug./ Sept. 2019
Video Shoot	Shoot, edit and produce three videos for targeted display.	Oct. 2019
Creative Consultation	Collaboration between Lake Havasu MPO and Cable ONE Advertising's creative team and media consultant to craft three unique videos.	Nov./ Dec 2019
Video Shoot		Jan. 2020

Shoot, edit and produce three videos for targeted display.

Strategic Consulting Sessions

Monthly meetings with Lake Havasu MPO to brainstorm marketing tactics and strategies, tailor them to suit your target audience, and to incorporate them within a broad marketing strategy.

Ongoing

Exhibit "B"

SUPPLEMENTAL CONTRACT LANGUAGE

NO OBLIGATION BY THE FEDERAL GOVERNMENT.

1. LHMPO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the LHMPO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISES

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **0 %**. A separate contract goal of **___% DBE participation has not** been established for this procurement.
2. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Lake Havasu MPO deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. ***{If a separate contract goal has been established, use the following}*** Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying an initial proposal]**:
 - a. The names and addresses of DBE firms that will participate in this contract;
 - b. A description of the work each DBE will perform;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - e. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - f. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **as a matter of responsiveness prior to contract award** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **LHMPO**. In addition, **the contractor may not hold retainage from its subcontractors**.
5. Prompt Pay Legislation (A.R.S. **§ 28-411**). In accordance with the Arizona Prompt Payment Law (A.R.S. §28-411), LHMPO shall issue payments to Consultant within 21 calendar days after receipt of complete and accurate PR unless proper objection is made under the statute. The law also requires the Consultant to pay its Subconsultants

within seven (7) calendar days after receiving payment from LHMPPO, to the extent of each Subconsultant's contractual interest in the payment, subject to provision of the statute.

Incomplete or incorrect PR shall be returned to the Consultant within seven (7) calendar days of receipt by LHMPPO. The 21-calendar-day payment timeframe shall begin anew upon receipt of the complete and corrected PR.

The LHMPPO shall not withhold retention on progress payments; however, if satisfactory progress has not been made on the project, the LHMPPO may first retain a maximum of 10% of the current and subsequent billings. If unsatisfactory progress continues for a second subsequent month, the LHMPPO may, at its sole option, refuse to make progress payment(s) of such sums, which the LHMPPO considers necessary. This provision shall not limit the LHMPPO'S rights to terminate the Agreement for default.

6. The contractor must promptly notify LHMPPO, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of LHMPPO.

FTA TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by LHMPPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to LHMPPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RESOLUTION OF DISPUTES AND BREACHES OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

1. Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
2. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
3. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
4. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
 - a. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

5. Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized
Official

_____ Date

CLEAN AIR

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PROHIBITED INTERESTS

1. No member, officer, or employee of the MPO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this agreement or the proceeds thereof.
2. Contractor shall insert in all subcontractor agreements entered into connection with the Work Program or any property included or planned to be included in any WP, and shall require its subcontractors to insert in each of its subcontracts the provisions contained in paragraph 1 above.

INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, volunteers, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damages to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the MPO's contractor or sub-recipient or any of the directors, officers, agents, or employees or subcontractors of such contractor or sub-recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor or sub-recipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor or sub-recipient from and against any and all claims. It is agreed that such contractor or sub-recipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Contractor further agrees to include a similar indemnification in any subcontracts it enters into with subcontractors related to this Agreement.

PUBLICATIONS

All reports and maps completed as a part of this Agreement, jointly written or produced by the MPO, except copies of such documents made for the exclusive internal use of the MPO, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties.

In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".

Exhibit “C”
LHMPO TITLE VI ASSURANCES
(Attached)

III. CERTIFICATION and ASSURANCES

Lake Havasu Metropolitan Planning Organization Title VI Assurances

The Lake Havasu Metropolitan Planning Organization (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 23 C.F.R. Part 200 Subchapter C-Civil Rights (Title VI program implementation and related statutes)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and

activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program*.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Lake Havasu Metropolitan Planning Organization**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to a construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Lake Havasu Metropolitan Planning Organization** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation*. You must keep records, reports, and submit the

material for review upon request to *Federal Highway Administration, Arizona Department of Transportation*, or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Lake Havasu Metropolitan Planning Organization gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation*. This ASSURANCE is binding on Arizona, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal Aid Highway Program*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

By 

Vincent Gallegos, Director – Title VI Coordinator
Lake Havasu Metropolitan
Planning Organization

Date 12-28-18

Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient.

In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that **Lake Havasu Metropolitan Planning Organization** will accept title to the lands and maintain the project constructed thereon in accordance with *Title 23*, United States Code the Regulations for the Administration of *Federal Aid for Highways*, and the policies and procedures prescribed by the *Arizona Department of Transportation*, *Federal Highway Administration* and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Lake Havasu Metropolitan Planning Organization** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Lake Havasu Metropolitan Planning Organization** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Lake Havasu Metropolitan Planning Organization**, its successors and assigns.

The **Lake Havasu Metropolitan Planning Organization**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]* (2) that the **Lake Havasu Metropolitan Planning Organization** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

Appendix C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Lake Havasu Metropolitan Planning Organization** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Lake Havasu Metropolitan Planning Organization** will have the right to terminate the (lease, license,

permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Lake Havasu Metropolitan Planning Organization** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Lake Havasu Metropolitan Planning Organization** and its assigns*.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Appendix D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Lake Havasu Metropolitan Planning Organization** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Lake Havasu Metropolitan Planning Organization** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Lake Havasu Metropolitan Planning Organization** will there upon revert to and vest in and become the absolute property of **Lake Havasu Metropolitan Planning Organization** and its assigns.*

Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

**LAKE HAVASU MPO
REQUEST FOR ACTION
MARCH 12, 2019**

SUBJECT: Discussion FY2020 & FY2021 Unified Planning Work Program

SUBMITTED BY: Vinny Gallegos, LHMPO Director

AGENDA TYPE: Discussion Only

ATTACHMENTS:

Draft FY 2020-FY 2021 Unified Planning Work Program (UPWP)

SUMMARY/BACKGROUND:

It is a federal requirement that all MPOs prepare a Work Program (UPWP) and due annually. This year ADOT is requiring that MPOs prepare a two-year work program in an effort to reduce annual costs to the MPO, ADOT, FHWA, and FTA. The document is the LHMPO's planning activities for the next two fiscal years, defining a cost for each task that is included in the UPWP. Additionally, the LHMPO includes what was accomplished for the prior fiscal year as well as anticipated goals for the next two fiscal year. If a task was not completed, the Director either carries it forward to the next fiscal year or evaluates the necessity of having that activity in the UPWP. Changes can be made to the document during the fiscal year; however, it would be an amendment and may need to have Board approval.

In addition to your review, the attached draft will be reviewed by ADOT and April 2nd will be reviewed by Federal Highway Administration (FHWA). When FHWA and ADOT perform a review of the UPWP, the Executive Board members are invited to attend, as well as the Technical Advisory Committee. This is an opportunity for the Executive Board and public to ask questions or make suggested modifications.

The final document will be presented for final approval at the April 2, 2019 Executive Board meeting.

ACTION OPTION: Discussion Only

RECOMMENDATION: Discussion Only



Lake Havasu Metropolitan Planning Organization

900 London Bridge Road, Building B

Lake Havasu City, AZ 86404

(928) 453-2823 www.LHMPO.org

**FISCAL YEAR 2020 & 2021
UNIFIED PLANNING WORK PROGRAM
and BUDGET**

For a Comprehensive, Cooperative, and Continuing Transportation Planning Process

Fiscal Year 2020

FHWA July 1, 2019 – June 30, 2020

FTA October 1, 2019 – September 30, 2020

Fiscal Year 2021

FHWA July 1, 2020 – June 30, 2021

FTA October 1, 2020 – September 30, 2021

Endorsed and Approved on March 19, 2019, by the:
**LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION
TECHNICAL ADVISORY COMMITTEE**

Adopted on April 2, 2019, by the:
**LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION
EXECUTIVE BOARD**

Prepared by the Lake Havasu Metropolitan Planning Organization in cooperation with the
Lake Havasu City, Mohave County, Arizona Department of Transportation, the Federal
Transit Administration and the Federal Highway Administration

CFDA FHWA: 20.205

CFDA FTA: 20.513

CFDA FTA 5305: 20.505

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SECTION I

MISSION STATEMENT AND INTRODUCTION

MISSION STATEMENT

The mission of the Lake Havasu Metropolitan Planning Organization is to provide open leadership and guidance for regional transportation planning through a cooperative effort that will result in a practical and positive growth model beneficial to residents, visitors and businesses.

INTRODUCTION

The Unified Planning Work Program (UPWP) is a narrative description of the annual technical Unified Planning Work Program for a continuing, cooperative and comprehensive (3-C) transportation planning process within the Lake Havasu Metropolitan Planning Organization “LHMPO” planning boundary. The LHMPO planning area boundary (Figure 1) encompasses all areas within the Lake Havasu City limits as well as the Mohave County areas north of the City limits known as Desert Hills, Havasu Gardens, Crystal Beach and the Mohave County area southeast of the City known as Horizon Six. The planning boundary of the MPO is approximately 100 square miles.

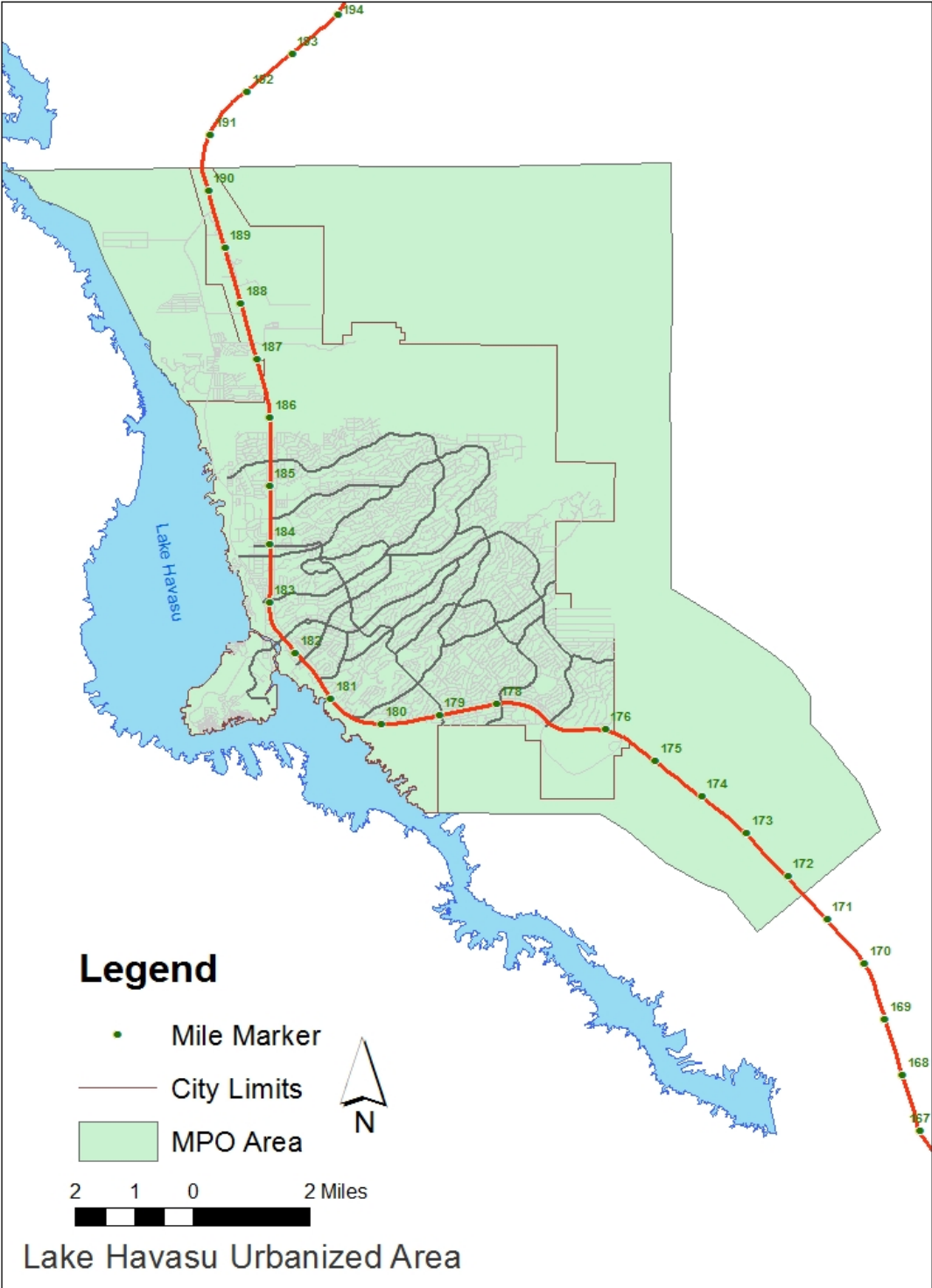
As the transportation planning agency within the planning area boundary, LHMPO will be responsible for developing a UPWP in collaboration with Federal Highways Administration (FHWA), Federal Transit Administration (FTA), Arizona Department of Transportation (ADOT), Lake Havasu City, Mohave County, LHMPO Executive Board and Technical Advisory Committee (TAC). Additionally, there are agreements with FHWA, FTA, and ADOT as to the responsibilities and obligations for the planning process with the LHMPO, as well as federal regulations. The UPWP provides short and long range transportation planning objectives for the LHMPO, the manner in which these objectives will be achieved, the budget necessary to sustain the overall planning effort, and the sources of funding for each specific program element.

The LHMPO Director will provide project management and direction to study efforts; however, the LHMPO Director may rely upon external services for the accomplishment of many of the tasks. The LHMPO Director will oversee services provided to ensure quality, professionalism and timeliness.

~~It is important to note that the LHMPO is in its infancy.~~ The LHMPO received its designation as a Metropolitan Planning Organization (MPO) from Governor Janice K. Brewer March 26, 2013, and began operation in December 2013.

Lake Havasu Metropolitan Planning Organization certifies that the 2020 & 2021 Unified Planning Work Program has been developed with opportunities for public participation.

Figure 1: LHMPO Boundary



SECTION II

ORGANIZATION AND MANAGEMENT

STAFF ROLES and RESPONSIBILITIES

The LHMPO's staff consists of a Metropolitan Planning Director and an Administrative Specialist. The Metropolitan Planning Director is a contract employee. The Administrative Specialist is a city employee on loan to the MPO to conduct federally mandated work. MPO staff is necessary and required to accomplish the tasks outlined in this work program. The Metropolitan Planning Director manages the day to day operations of the LHMPO and reports to the LHMPO Executive Board. The Administrative Specialist supports and reports to the Metropolitan Planning Director.

The LHMPO entered into an Intergovernmental Agreement with Lake Havasu City for support services. Under this agreement, Lake Havasu City provides human resources, finance/accounting, procurement, MIS support, legal, and other support services. All LHMPO expenses are processed by Lake Havasu City as incurred and are reimbursed by ADOT. In accordance with the Intergovernmental Agreement, Lake Havasu City provides limited legal support services by and through its City Attorney's Office to the extent it does not cause a conflict of interest or ethical violation. The LHMPO utilizes contracted legal services when desired or necessary.

EXECUTIVE BOARD and COMMITTEE STRUCTURE - ROLES and RESPONSIBILITIES

The LHMPO Executive Board, Technical Advisory Committee (TAC), and any other sub-committees will abide by the LHMPO By-Laws and follow the Open Meeting Laws of Arizona.

The Executive Board acts as the policy body coordinating transportation planning and related activities within the LHMPO area. The Board must approve all agreements and contracts and the Chair, or designee, must sign all appropriate documents related to contracts and agreements on behalf of the LHMPO.

The LHMPO Executive Board consists of four elected officials, one appointed official and one ex-officio:

- Three (3) elected officials from Lake Havasu City Council
- One (1) elected official from the Mohave County Board of Supervisors
- One (1) appointed official or designee from the ADOT State Transportation Board
- One (1) ex-officio from Federal Highways Administration

From the elected officials serving on the Board, the Board will elect one member to serve as Chair-Person, one member to serve as Vice Chair-Person and one member to serve as Secretary-Treasurer (Per By-laws, this position may be delegated to staff).

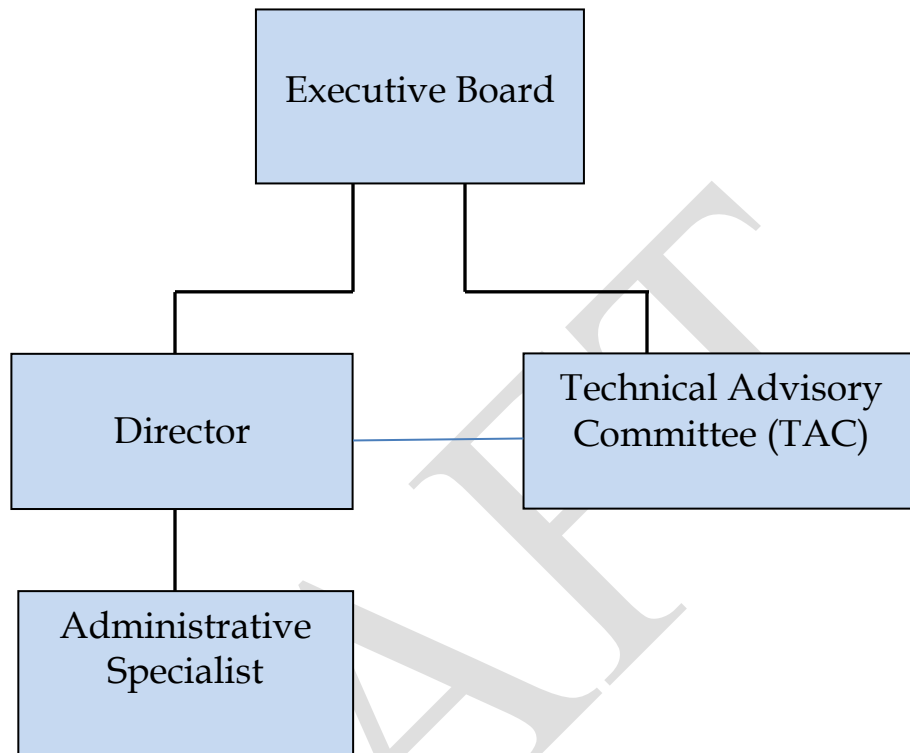
The LHMPO Technical Advisory Committee (TAC) is comprised of eight (8) technical representatives from; Lake Havasu City (3), Mohave County (2), Western Arizona Council of Governments (1), Arizona Department of Transportation Northwest District (1), Arizona Department of Transportation MPD (1) and, Federal Highway Administration Ex-officio (1).

The TAC works in an advisory role to the Executive Board and their primary responsibility is to conduct technical reviews and analysis regarding project related activity of the Metropolitan Transportation Improvement Program (MTIP) and the Unified Planning Work Program (UPWP), as well as any related issues directed by LHMPO's Executive Board. On the recommendation by the TAC, Sub Committees

may be formed to assist in addressing reviews and analysis of projects not in the direct responsibility of the TAC members.

DRAFT

Figure 2 - LHMPO Organizational Chart



EXECUTIVE BOARD - 2020 & 2021

Cal Sheehy
Chairman
Mayor, Lake Havasu City

Buster Johnson
Vice Chairman
Mohave County Supervisor, District 3

David Lane
Member
Council Member, Lake Havasu City

Donna McCoy
Secretary/Treasurer
Council Member, Lake Havasu City

Alvin Stump
Member
State Transportation Board
Appointee

Ex-Officio:
Romare Truely
Community Planner
Federal Highways Administration

TECHNICAL ADVISORY COMMITTEE - 2020 & 2021

Jeremy Abbott, P.E., CPM
Chairman
Asst. City Engineer
Lake Havasu City

Steven P. Latoski, P.E., PTOE
Vice Chairman
Public Works Director
Mohave County

Stuart Schmeling, AICP
Zoning Administrator
Lake Havasu City

Todd Steinberger, P.E.
Assistant District Engineer
ADOT Northwest District

Justin Hembree
Transportation Program Manager
Western AZ Council Of
Governments (WACOG)

Jason Bottjen
Planning Program Manager
ADOT Multimodal Planning Division

Mark Clark, P.E., P.T.O.E.
Public Works Manager
Lake Havasu City

Timothy M. Walsh, Jr., P.E.
Development Services Director
Mohave County

Ex-Officio:
Romare Truely
Community Planner
Federal Highways Administration

OPERATING POLICIES and PROCEDURES, BY-LAWS, AGREEMENTS, CERTIFICATIONS and ASSURANCES

LHMPO will operate under the Lake Havasu City Operating Policies & Procedures as well as the LHMPO Procedure Manual to meet requirements set forth by Arizona Department of Transportation (ADOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA).

LHMPO will also operate in accordance with By-Laws established September 10, 2013; and, as amended July 8, 2014; and February 10, 2015. The LHMPO established an Intergovernmental Agreement with Lake Havasu City for support services and entered into a lease agreement for the office space utilized.

Although the LHMPO will adhere to the Lake Havasu City Operating Procurement Policy, the LHMPO may also adhere to MPO internal policy, if all State and Federal requirements are not met in the City policy. The LHMPO working under the Lake Havasu City Operating Personnel Policies will meet all requirements for staff awareness addressing sexual harassment, drug free workplace and equal opportunity. LHMPO will comply with FHWA, FTA and ADOT requirements regarding Disadvantaged Business Enterprise (DBE), Lobbying and Disbarment. LHMPO will develop and maintain a Title VI Policy, Limited English Proficiency Policy (LEP) and Public Involvement Plan (PIP).

To ensure more effective human services transit program coordination, LHMPO will participate with WACOG in the Regional Transportation Coordination Plan.

SECTION III

FUNDING DESCRIPTION & BUDGET SUMMARY

The Arizona Department of Transportation (ADOT) is the designated recipient of the Federal-aid Highway funds used for planning and research purposes. As the designated recipient of the planning funds ADOT has the responsibility and the authority under **49 CFR Part 18** (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) to oversee all activities funded under the Federal-aid Program by the sub recipients of these funds. ADOT's oversight responsibilities include, but are not limited to overall work plan reviews, invoice billing review and approval, TIP certification, air quality reviews, and quality assurance and quality control of traffic data. The UPWP is funded primarily with Metropolitan Planning (PL) Funds, State Planning and Research (SPR) Funds, and 5305 Federal Transit Administration (FTA) Funds; however, a MPO may use other eligible funds for their planning.

Metropolitan Planning Funds (PL)

Metropolitan Planning Funds (PL) are provided from the Federal Highway Trust Fund and distributed by ADOT to the Lake Havasu MPO to conduct the planning activities. Each MPO is responsible for planning to meet the transportation needs within its metropolitan planning area. PL funds are distributed to States based on a ratio of urbanized-area population in individual States to the total nationwide urbanized-area population. State DOTs then distribute this funding to the MPOs based on a formula, agreed to by the MPOs, and approved by their FHWA Division Office.

PL Match

5.7% match typically provided through the use of in-kind / hard dollars by the MPO member agencies.

State Planning and Research Funds (SPR)

SPR funds are Federal dollars from the State Planning and Research Program administered by the Arizona Department of Transportation. SPR funds are allocated to the LHMPO to conduct transportation planning activities.

SPR Match

20% match typically provided through the use of in-kind / hard dollars by the MPO member agencies.

Federal Transit Administration Funding (FTA)

The FTA Funds are secured annually through the FTA Metropolitan Planning Program Section 5305d. FTA funds are designated for transit planning, coordination and research activities. In addition, other federal or state funding that is not specifically designed for planning activities can be allocated for planning purposes. In those cases, funds such as FTA Section 5304 and 5307 will be shown in the budget tables.

FTA 5300's Match

20% match typically provided through the use of in-kind / hard dollars by the MPO member agencies.

Surface Transportation Block Grant Program (STBG) Funds

The STBG funding is a federal-aid highway flexible funding program that funds a broad range of surface transportation capital needs including roads, airport access, vanpool, and bicycle, and pedestrian facilities. Transit and other related planning, research, and development activities are also eligible uses of STBG funds.

STBG Match

5.7% match typically provided through the use of in-kind / hard dollars by the MPO member agencies.

Highway Safety Improvement Program (HSIP) Funds

HSIP funds are a federal funding source dedicated to safety improvements and are distributed within the State on a competitive basis. The main purpose of the HSIP funding is to achieve a reduction in fatalities and serious injuries on public roads. The LHMPO 2017 Strategic Transportation Safety Plan has identified areas where funding could be utilized, but not limited to the Safety Plan.

HSIP Match

5.7% match typically provided through the use of in-kind / hard dollars by the MPO member agencies; however, in some projects the match can be as low as 0%. 23 U.S.C. 120 (c) and 130 address the local match waiver on HSIP funded projects.

0.0% match reference, 23 U.S.C. 120(c) and 130 address the local match waiver on HSIP funded projects. Section 120(c) allows certain types of highway safety improvement projects to be funded at 100 percent (i.e., traffic control signalization, traffic circles, safety rest areas, pavement marking, commuter carpooling and vanpooling, rail-highway crossing closure, or installation of traffic signs, traffic lights, guardrails, impact attenuators, concrete barrier end treatments, breakaway utility poles, or priority control systems for emergency vehicles or transit vehicles at signalized intersections).

Highway User Revenue Exchange Funds Program (HURF)

The HURF Exchange program enables local governments to exchange federal transportation funding with ADOT for state-generated HURF revenue. HURF Exchange funding can be used on eligible design and construction projects.

Matching Funds

In order to secure federal funds, the local government(s) must place matching funds on a project. A detailed table of the state and local funds should be included in the budget section of the UPWP and must also reflect the required percentages of matching amounts, which varies according to the Federal fund type. The LHMPO receives funds or in-kind match from member agencies, Lake Havasu City and Mohave County, to leverage federal funds for all expenses.

In-kind (Soft Money) Contribution: The value of third party in-kind contributions may be accepted as the match for federal funds, in accordance with the provisions of 49 CFR 18.24(a)(2), and may be applied on either a total planning work program basis or for specific line items. ADOT requires that in-kind contributions must be disclosed by line item. The Federal Highway Administration Regional Office has requested that in-kind contributions be identified in the Work Program and be accompanied by a narrative explaining who is providing the service and what service is being provided.

Carry Forward Funds

Carry Forward Funds may occur when LHMPO obligates, but doesn't use all available eligible funds in the current and/or prior fiscal years or if it has de-obligated funds that have been obligated previously. All carry forward funds are identified in the UPWP and are combined with current fiscal year funding.

BUDGET SUMMARY TABLES

The following budget tables identify agency participation and funding sources.

TABLE 1: ESTIMATED FUNDING FOR FY 2020

Estimated FY 20 Funding and Carry Forward Balances	
*PL Funding - FY 2020 (MPO Annual Apportionment)	\$126,081
*SPR Funding - FY 2020 (MPO Annual Apportionment)	\$125,000
**5305d Funding - FY 2019 (MPO Annual Apportionment)	\$24,035
*SPR Funding Carry Forward - FY 2019	\$70,050
**5305d Funding Carry Forward - FY 2018	\$17,856
**5305e Funding Carry Forward - FY 2018	\$96,000
*STBG-Safe Driving Campaign Carryforward FY2019	\$30,000
Total Estimated Funding for FY 2020	\$489,022
**5305d Funding - FY 2020 not programmed not allocated until Oct-21	\$24,035
Total Estimated Allocated Funding for FY 2020	\$513,057

*FHWA FY2020 July 1, 2019 – June 30, 2020

**FTA FY2020 October 1, 2019 – September 30, 2020

TABLE 1: ESTIMATED FUNDING FOR FY 2021

Estimated FY 21 Funding and Carry Forward Balances	
*PL Funding - FY 2021 (MPO Annual Apportionment)	\$126,081
*SPR Funding - FY 2021 (MPO Annual Apportionment)	\$125,000
**5305d Funding - FY 2020 (MPO Annual Apportionment)	\$24,035
*STBG Funding - FY2021	\$46,000
**5307 LHC FTA Loan paying back LHMPO for 5305d RTP	\$23,964
Total Estimated Funding for FY 2021	\$345,080
**5305d Funding - FY 2021 not programmed not allocated until Oct-22	\$24,035
Total Estimated Allocated Funding for FY 2021	\$369,115

*FHWA FY2021 July 1, 2020 – June 30, 2021

**FTA FY2021 October 1, 2020 – September 30, 2021

TABLE 2: FY20 LHMPO OPERATING COSTS BY TASKS

TASK	WORK ELEMENT	EXPENSES		TOTAL COSTS
		Salaries & Benefits	Other	
100	Administration	\$ 168,990	\$ 30,778	\$ 199,768
200	Data Collection	\$ 1,900	\$ 1,595	\$ 3,495
300	Transportation Improvement Program	\$ 5,980	\$ 220	\$ 6,200
400	Regional Transportation Plan	\$ 11,490	\$ 106,155	\$ 117,645
501	Regional Planning - HSIP	\$ 2,300	\$ 1,000	\$ 3,300
502	Regional Planning - STP	\$ 1,000	\$ 30,500	\$ 31,500
600	Public Involvement Plan	\$ 1,000	\$ 500	\$ 1,500
700	Coordinated Transit Planning	\$ 3,350	\$ 119,964	\$ 123,314
800	Environmental Overview	\$ 1,000	\$ 1,300	\$ 2,300
900	Capital Expenditures	\$ -	\$ -	\$ -
TOTAL		\$ 197,010	\$ 292,012	\$ 489,022

All expenses are defined budget line items addressed on page 37 of this document.

***These totals do not include the match amount. The match totals are defined in Table 3 on page 17.

TABLE 2: FY21 LHMPO OPERATING COSTS BY TASKS

TASK	WORK ELEMENT	EXPENSES		TOTAL COSTS
		Salaries & Benefits	Other	
100	Administration	\$ 184,952	\$ 27,980	\$ 212,932
200	Data Collection	\$ 2,000	\$ 12,000	\$ 14,000
300	Transportation Improvement Program	\$ 2,033	\$ 3,167	\$ 5,200
400	Regional Transportation Plan	\$ 4,000	\$ 52,482	\$ 56,482
501	Regional Planning - HSIP	\$ 2,000	\$ 37,316	\$ 39,316
502	Regional Planning - STP	\$ 1,000	\$ 1,500	\$ 2,500
600	Public Involvement Plan	\$ 1,000	\$ 1,500	\$ 2,500
700	Coordinated Transit Planning	\$ 4,067	\$ 783	\$ 4,850
800	Environmental Overview	\$ 2,300	\$ 1,000	\$ 3,300
900	Capital Expenditures	\$ -	\$ 4,000	\$ 4,000
TOTAL		\$ 203,352	\$ 141,728	\$ 345,080

TABLE 3: FY20 FUNDING SOURCES AND MATCH

FY 2020 FUNDING SOURCES			
<u>Agency</u>	<u>FY 2020</u>	<u>Match</u>	<u>% Match</u>
FHWA - PL	\$ 126,081	\$ 7,621	5.7%
ADOT - SPR	\$ 125,000	\$ 31,250	20%
FTA - 5305d FY19	\$ 24,035	\$ 6,009	20%
TOTAL	\$ 275,116	\$ 44,880	
<u>FTA 5305d</u>			
FY 2018 Carry Forward Funds	\$ 17,856	\$ 4,464	20%
<u>FTA 5305e (Grant Awarded for Transit Study)</u>			
FY 2019 Carry Forward Funds	\$ 96,000	\$ 24,000	20%
<u>STBG</u>			
FY 2019 Safe Driving Campaign Carry Forward Funds	\$ 30,000	\$ 3,022	5.7%
<u>SPR</u>			
FY 2019 Carry Forward Funds	\$ 70,050	\$ 17,513	20%
TOTAL	\$ 213,906	\$ 48,999	
GRAND TOTAL	\$ 489,022	\$ 93,878	
<u>Match Agency</u> (Typically covered by in-kind Match)			
Lake Havasu City		\$ 92,939	
Mohave County		\$ 939	
TOTAL MATCH		\$ 93,878	
TOTAL FUNDING & MATCH	\$ 582,900		
FY20 5305D not allocated until Oct21	\$ 24,035	Not included in totals	
	FY20		
Operational Planning	\$ 377,680		
Regional Transportation Plan FY18, FY19, FY20	\$ 111,342		
TOTAL EXPENDITURES	\$ 489,022		

TABLE 3: FY21 FUNDING SOURCES AND MATCH

FY 2021 FUNDING SOURCES			
Agency	FY 2019	Match	% Match
FHWA - PL	\$ 126,081	\$ 7,621	5.7%
ADOT - SPR	\$ 125,000	\$ 31,250	20%
FTA - 5305d FY20	\$ 24,035	\$ 6,009	20%
FHWA - STBG	\$ 46,000	\$ 2,780	5.7%
TOTAL	\$ 321,116	\$ 47,660	
FTA 5307 LHC Loan Payback for 5305D RTP			
FY 2019 Carry Forward Fund	\$ 23,964	\$ 5,991	20%
<u>SPR</u>			
FY 2020 Carry Forward Funds	\$ -	\$ -	20%
TOTAL	\$ 23,964	\$ 5,991	
GRAND TOTAL	\$ 345,080	\$ 53,651	
Match Agency	(Typically covered by in-kind Match)		
Lake Havasu City		\$ 53,115	
Mohave County		\$ 537	
TOTAL MATCH		\$ 53,651	
TOTAL FUNDING & MATCH	\$ 398,731		
FY 2021 5305D not allocated until Oct 2022	\$ 24,035	not included in totals	
	FY21	FY20	
Operational Planning	\$ 294,398		
2020-2045 RTP funds available from FY18, FY19, FY20 for estimated \$125,000 Plan	\$ -	\$ 111,342	
Balance needed to cover 2020-2045 RTP Budget of \$125,000 is \$13,655 out of FY21 funds	\$ 13,655		
RTP Carryforward for 2025-2050 RTP Plan	\$ 37,027		
TOTAL EXPENDITURES	\$ 345,080		

SECTION IV

MPO WORK ELEMENTS

Work Element 100: Administration

Task 101 Unified Planning Work Program

The LHMPO is to administer its Unified Planning Work Program in a manner that:

- ❖ Maintains the region's eligibility to receive federal transportation capital and operating assistance;
- ❖ Provides a continuous, cooperative, and comprehensive transportation planning process throughout the region; and,
- ❖ Adheres to all FHWA, ADOT and FTA requirements.

Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have jointly issued Planning Emphasis Areas (PEAs). The PEAs are planning topical areas the Metropolitan Planning Organizations (MPOs) and State Departments of Transportation (DOTs) are to address as they develop their respective UPWPs. The planning emphasis areas include:

- ❖ Transition to Performance based Planning and Programming.
- ❖ Promote cooperation and coordination across MPO boundaries and across state boundaries where appropriate to ensure a regional approach to transportation planning.
- ❖ As part of the transportation planning process, identify transportation connectivity gaps in access to essential services.
- ❖ Use of scenario planning by MPOs as part of developing metropolitan transportation plans.

FY 2019 Accomplishments

- ❖ Developed the **Fiscal Year 2020 & 2021** Unified Planning Work Program and Budget.
- ❖ Ensure UPWP is in compliance with the Fixing America's Surface Transportation (FAST) Act and ADOT Contract.
- ❖ Manage the implementation of tasks within the FY 2019 Unified Planning Work Program.

FY 2020 Proposed Activities

- ❖ **Amend the Fiscal Year 2020 & 2021** Unified Planning Work Program and Budget, as needed.
- ❖ Ensure UPWP is in compliance with the Fixing America's Surface Transportation (FAST) Act and ADOT Contract.
- ❖ Manage the implementation of tasks within the **FY 2020 & 2021** Unified Planning Work Program.

FY 2021 Proposed Activities

- ❖ **Amend the Fiscal Year 2020 & 2021** Unified Planning Work Program and Budget, as needed.
- ❖ Develop the **Fiscal Year 2022 & 2023** Unified Planning Work Program and Budget.
- ❖ Ensure UPWP is in compliance with the Fixing America's Surface Transportation (FAST) Act and ADOT Contract.
- ❖ Manage the implementation of tasks within the **FY 2020 & 2021** Unified Planning Work Program.

Task 102 Administration and Management

Management and support for the ongoing planning activities and operations of the LHMPO.

FY 2019 Accomplishments

- ❖ Educated local officials and the general public with assistance from ADOT staff regarding the MPO.
- ❖ Met with FHWA, FTA and ADOT in preparation of the **FY20 & FY21 UPWP**.
- ❖ **Prepare the FY20 & 21 UPWP**
- ❖ Prepared the following documents to maintain compliance with FHWA and ADOT and provide appropriate public notice:
 - Title VI Policy
 - Limited English Proficiency Policy (LEP)
 - Public Involvement Plan (PIP)
- ❖ The Lake Havasu MPO adheres to the ADOT Disadvantaged Business Enterprise Policy; the Document is posted on the LHMPO website.
- ❖ Prepared Executive Board and TAC agendas, Action Taken and minutes.
- ❖ MPO Director participated in the following meetings / conferences:
 - LHMPO Executive and TAC meetings
 - FHWA Safety Target Setting Coordination Workshop
 - FHWA trainings, workshops, webinars, etc.
 - ADOT & FHWA Every Day Counts meetings
 - State Transportation Board meetings
 - ADOT Long Range Transportation Plan
 - Rural Transportation Advocacy Council (RTAC) meetings
 - ADOT trainings, workshops, webinars, etc.
 - ADOT Pedestrian Safety Plan Update
 - **Resource Allocation Advisory Committee (RAAC)**
 - COG & MPO Director, Planner, and Mobility Management meetings
 - Rural Transportation Summit
 - Roads and Streets Conference
 - Arizona Transit Association (AzTA) meetings, conference, and workshops
 - ADOT Northwest District Coordination meetings
 - Tri-City Council Meetings (Lake Havasu, Kingman, and Bullhead)
 - WACOG TAC meetings
 - ADOT SR95/Kiowa project meetings
 - **Lake Havasu City Neighborhood Night Out**
 - **Lake Havasu City Trails Advisory Committee**
 - Public meetings as it relates to transportation planning or safety
 - Participate in webinars as it relates to transportation
 - City Council meetings
- ❖ Prepared publication for the local newspaper for the PIP and annual calendar of Executive Board and TAC meetings.
- ❖ Updated the LHMPO Operational Procedural manual.
- ❖ In concert with Lake Havasu City, prepared and submitted monthly invoices to ADOT as well as the Progress Report and In-Kind Tracking information.
- ❖ Maintained and enhance the LHMPO website.
- ❖ Monitored best practices for transportation planning through industry associations such as TRB, AMPO, NARC, APTA, AzTA, AASHTO, ADOT, FHWA, FTA, etc.
- ❖ Staff participated in the following meetings:
 - WACOG Mobility Coordination meetings
 - **ADOT 5310 Application Training**
 - ADOT Invoice Training

- Webinars provided by FHWA, ITS, Transportation for America and other transportation related webinars
- ❖ LHMPO hosted the 20th Annual Arizona Rural Transportation Summit. As the host the MPO ensured all the conference logistics were met for a successful Summit.
- ❖ Executive Board, TAC, and Staff Retreat was held February of 2019

FY 2020 & 2021 Proposed Activities

- ❖ Provide support to the local entities, ADOT and FHWA.
- ❖ Amend FY 2020 & 2021 Unified Planning Work Program, as needed
- ❖ FY21 - Develop FY22 & 23 UPWP
- ❖ Executive Board, TAC, and Staff Retreat to be held in each of the respective fiscal years of 2020 & 2021
- ❖ Prepare and review contracts, monthly progress reports and invoices and maintain membership lists.
- ❖ Prepare meeting agendas, meeting minutes, and after meeting action taken for MPO Executive Board and TAC.
- ❖ Maintain and enhance the LHMPO website.
- ❖ Monitor best practices for transportation planning through industry associations such as TRB, AMPO, NARC, APTA, AZTA, AASHTO, etc. as well as ADOT and FHWA.
- ❖ Participate in meetings, workshops and conferences to stay current on innovative planning techniques.
- ❖ Participate in FHWA/ADOT Performance Based Planning & Target Setting Training.
- ❖ Participation in conferences and training may result in staff or designee to travel out of the State of Arizona.
- ❖ Make necessary changes in the planning process as a result of changes to Transportation legislation that may occur during the fiscal year.
- ❖ Prepare annual Title VI Report and LEP for submission to ADOT.
- ❖ Continue to update the LHMPO Operational Procedural Manual.
- ❖ Prepare contractual agreements, including, but not limited to Memorandum of Understandings, Intergovernmental Agreements and Joint Project Agreements.
- ❖ Attend all study meetings, distribute special and annual reports and study documents, review and analyze individual transportation planning projects and studies and undertake general administrative activities.
- ❖ In concert with Lake Havasu City, prepare monthly invoicing.
- ❖ Prepare Progress Reports to ADOT.
- ❖ Track all in-kind utilized by Lake Havasu and Mohave County staff and prepare Tracking Report for ADOT.
- ❖ LHMPO Executive Board and Technical Advisory Committee members to participate in the Rural Transportation Summit
- ❖ LHMPO Director and staff to attend:
 - LHMPO Executive and TAC meetings
 - FHWA Safety Target Setting Coordination Workshop
 - FHWA trainings, workshops, webinars, etc.
 - ADOT & FHWA Every Day Counts meetings
 - State Transportation Board meetings
 - ADOT Long Range Transportation Plan
 - Rural Transportation Advocacy Council (RTAC)
 - ADOT trainings, workshops, webinars, etc.
 - ADOT Pedestrian Safety Plan Update

- Resource Allocation Advisory Committee (RAAC)
- COG & MPO Director, Planner, and Mobility Management meetings
- Rural Transportation Summit
- Roads and Streets Conference
- Arizona Transit Association (AzTA) meetings, conference, and workshops
- ADOT Northwest District Coordination meetings
- Tri-City Council Meetings (Lake Havasu, Kingman, and Bullhead)
- WACOG TAC meetings
- ADOT SR95/Kiowa HSIP Project meetings
- Lake Havasu City Neighborhood Night Out
- Lake Havasu City Trails Advisory Committee
- Public meetings as it relates to transportation planning or safety
- Participate in webinars as it relates to transportation
- City Council and / or County Board meetings, as necessary
- Present to local service groups and organizations concerning activities of the MPO
- And any other meetings related to the mission of the MPO

End Products

- ❖ An ongoing transportation planning program through the execution of the tasks outlined in the UPWP.
- ❖ Regular LHMPO Technical Advisory Committee meetings and Executive Board meetings.
- ❖ Participating in WACOG TAC and Mobility Coordination meetings.
- ❖ Review and approve Invoices prepared monthly for ADOT.
- ❖ Monthly Progress Reports for ADOT.
- ❖ In Kind Tracking Report for ADOT and internal purposes.
- ❖ Annual Title VI Report and LEP to ADOT.
- ❖ Amend the PIP and submit to ADOT, if necessary.
- ❖ Attend training provided by FHWA and ADOT.

LHMPO FY 20 UPWP and Administration/Management Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 98,549	\$ 5,957	\$ 101,219	\$ 25,305	\$ -	\$ -	\$ 231,030
Other Agency							
Pass thru to Consultant							
Total	\$ 98,549	\$ 5,957	\$ 101,219	\$ 25,305	\$ -	\$ -	\$ 231,030

LHMPO FY 21 UPWP and Administration/Management Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 102,631	\$ 6,204	\$ 94,961	\$ 23,740	\$ 15,340	\$ 3,835	\$ 246,711
Other Agency							
Pass thru to Consultant							
Total	\$ 102,631	\$ 6,204	\$ 94,961	\$ 23,740	\$ 15,340	\$ 3,835	\$ 246,711

Local Match Sources

The match is to be provided by Lake Havasu City and Mohave County staff through in-kind contributions.

Capital Expenditure

None anticipated

Work Element 200: Data Collection

Purpose

Lake Havasu City and Mohave County staff receives training from ADOT for collecting, updating and maintaining all road and street section data in the Highway Performance Monitoring System (HPMS) database for the federal functional classification. Staff also does regular input into the ADOT Transportation Data Management System (TDMS) system of current traffic counts.

- ❖ Technically based on the latest available data on land use, demographics and travel patterns;
- ❖ Meets federal and state mandates; and,
- ❖ Financially based on predictable, reliable funding sources.

FY 2019 Accomplishments

- ❖ LHMPO participated in training for HPMS & TDMS.
- ❖ City and County staff entered data into the TDMS & HMPS systems.
- ❖ LHMPO staff, in concert with Lake Havasu City staff, reviewed HMPS for entity input.
- ❖ Updated recent 5-year crash data with most recent available year
- ❖ Reviewed functional classifications and submitted changes, as validated through engineering evaluation for Lake Havasu City and Mohave County (within the LHMPO Boundary) to LHMPO as needed. LHMPO staff forwarded the results to ADOT for processing.

FY 2020 & 2021 Proposed Activities

- ❖ Lake Havasu City and Mohave County Public Works staff to collect data items to update sample section records in the database annually as specified by the ADOT Data Management and Analysis Section. (City & County Staff)
- ❖ Lake Havasu City downloads radar counts and uploads counts into lhmpo.ms2soft monthly for LHMPO
- ❖ Coordinate with the HMPS section of ADOT for appropriate training and application as needed. (LHMPO, City and County Staff)
- ❖ Notify ADOT GIS Section when modifications are suggested or needed to universal or sample section records as a result of capital improvements. (City & County Staff)
- ❖ Review current Functional Classifications and submit changes, as validated through engineering evaluation and approved by the City Council and / or County Board, for Lake Havasu City and

Mohave County (within the LHMPO Boundary) to LHMPO as needed. LHMPO staff will forward to ADOT for processing. (City, Mohave County & LHMPO Staff)

- ❖ Update 5-year regional crash data annually with most recent available year in the Lake Havasu MPO and WACOG regions. Regional project agreement between LHMPO and WACOG is agreed to for the next 5 years (2019-2024).

End Products

- ❖ Verify HPMS data has been entered by City and County staff.
- ❖ Ongoing training for MPO staff, City and County staff through ADOT Data Management and Analysis Section. (LHMPO/ City / County Staff)
- ❖ Process Functional Classifications as necessary for Lake Havasu City and Mohave County in cooperation with city and county staff. (LHMPO/ City / County Staff)
- ❖ Most recent 5 year crash data to support HSIP application for the LHMPO & WACOG regions.

LHMPO FY 20 Data Collection Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 2,500	\$ 151	\$ 995	\$ 249	\$ -	\$ -	\$ 3,895
Crash Data Collection	\$ -	\$ -	\$ -	\$ -			\$ -
Pass Thru Consultant			\$ -	\$ -			\$ -
Total	\$ 2,500	\$ 151	\$ 995	\$ 249	\$ -	\$ -	\$ 3,895

LHMPO FY 21 Data Collection Budget

AGENCY	FHWA						TOTAL
	PL		SPR		STBG		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 2,500	\$ 151	\$ 1,500	\$ 375	\$ -	\$ -	\$ 4,526
Crash Data Collection	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 604	\$ 10,604
Pass Thru Consultant			\$ -	\$ -			\$ -
Total	\$ 2,500	\$ 151	\$ 1,500	\$ 375	\$ 10,000	\$ 604	\$ 15,131

Local Match Sources

The match will be provided by Lake Havasu City and Mohave County staff through in-kind contributions.

Capital Expenditure

None anticipated

Work Element 300: Transportation Improvement Plan (TIP)

The LHMPO Transportation Improvement program (TIP) was updated in 2018 (FY2019-FY2023).

The Regional Transportation Plan (RTP) completed in January 2016, identified qualifying projects that funding was not available and LHMPO staff continue to contact FHWA and ADOT for new funding mechanisms. Those project will be moved to the “active” TIP should funding become available.

Purpose

To develop a TIP for the region’s transportation needs that:

- ❖ Priority list of projects that are to be carried out in the first four years that are fiscally constraint, will increase this when it is possible;
- ❖ Identify funding sources for each project;
- ❖ Provides for public comment;
- ❖ Supports the Regional Transportation Plan and Strategic Transportation Safety Plan; and,
- ❖ Coordinates with the Lake Havasu City and Mohave County capital road improvement programs.

FY 2019 Accomplishments

- ❖ Coordinated with the LHMPO TAC to prioritize HSIP Projects
- ❖ Coordinated with the LHMPO TAC to re-prioritized projects that currently have no funding.
- ❖ TIP Amendment was performed to add qualifying Section 5310 Projects.
- ❖ Partnered with ADOT for the development and implementation of performance based planning, identify performance measures, target setting, performance reporting, and transportation investments that support achievement of performance targets. The MPO adopted the ADOT performance measures.

FY 2020 & 2021 Proposed Activities

- ❖ A TIP Amendment to be performed to add qualifying HSIP projects.
- ❖ Provide assistance to Lake Havasu City Staff with HSIP applications and data retrieval.
- ❖ Continue to seek potential transportation alternatives funding for projects identified in the RTP that are not fiscally constraint. This is a 5 – 10 year goal.
- ❖ Continue to work closely with WACOG and Lake Havasu City on Swanson Blvd. Improvements, it is the one local project identified in WACOG & LHMPO TIP.
- ❖ Attend e-STIP training from ADOT when it becomes available.
- ❖ Partner with ADOT for the development and implementation of performance based planning, identify performance measures, target setting, performance reporting and transportation investments that support achievement of performance targets. As the MPO has adopted the ADOT safety performance measures, it will continue to evaluate and consider the additional targets established by ADOT for adoption later in the year.

End Products

- ❖ Update TIP to extend to FY25 to add additional fiscal constraint HSIP projects that were identified in the STSP.
- ❖ Obtain additional e-STIP training from ADOT.

LHMPO FY20 TIP Budget

	FHWA				FTA		
	PL		SPR		Section 5305		
AGENCY	Federal	Local	Federal	Local	Federal	Local	TOTAL
MPO	\$ 5,000	\$ 302	\$ 1,200	\$ 300	\$ -	\$ -	\$ 6,802
Other Agency							
Pass Thru Consultant							
Total	\$ 5,000	\$ 302	\$ 1,200	\$ 300	\$ -	\$ -	\$ 6,802

LHMPO FY21 TIP Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 4,000	\$ 242	\$ 1,200	\$ 300	\$ -	\$ -	\$ 5,742
Other Agency							
Pass Thru Consultant							
Total	\$ 4,000	\$ 242	\$ 1,200	\$ 300	\$ -	\$ -	\$ 5,742

Local Match Sources

The match will be provided by Lake Havasu City and Mohave County staff through in-kind contributions.

Capital Expenditure

None anticipated

Work Element 400: Regional Transportation Plan (RTP)

The LHMPO Regional Transportation Plan was completed in January 2016 and the LHMPO staff and LHMPO TAC continue to review for potential changes that may occur in the future.

Purpose

To develop a long range plan for the region's transportation needs that is:

- ❖ Technically based on the latest available data on land use, population, demographics, and travel patterns;
- ❖ Philosophically based on regional goals and values; and,
- ❖ Financially based on predictable, reliable funding sources.
- ❖ Performance measures to be developed through the duration of the RTP.

FY 2019 Accomplishments

LHMPO staff and TAC performed a regular review the RTP to ensure timelines set forth do not change and if so make necessary changes. Staff will continue to seek funding for long term projects that were identified.

FY 2020 & 2021 Proposed Activities

- ❖ Prepare a 2020 - 2045 RTP.
- ❖ Move forward with Implementing **Emphasis areas and** goals from the adopted RTP.
- ❖ Review of long range goals for the potential to move up the projects. **An amendment to the RTP could occur in FY22 – FY23.**
- ❖ Reserve funding for the 2025 RTP. The next RTP will be 2025-2050 and should the process should begin July of 2024. Funds are being set aside in 2021, 2022, 2023, and 2024.

LHMPO FY20 RTP Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 4,303	\$ 260	\$ 2,000	\$ 500	\$ -	\$ -	\$ 7,063
		\$ -			\$ -	\$ -	\$ -
RTP Hold Over FY18,FY19							
	\$ -	\$ -	\$ 70,050	\$ 17,513	\$ -	\$ -	\$ 87,563
RTP	\$ 6,079	\$ 367	\$ 17,286	\$ 4,322	\$ 17,927	\$ 4,482	\$ 50,463
Total	\$ 10,382	\$ 628	\$ 89,336	\$ 22,334	\$ 17,927	\$ 4,482	\$ 145,088

LHMPO FY21 RTP Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 3,800	\$ 230	\$ 2,000	\$ 500	\$ -	\$ -	\$ 6,530
		\$ -			\$ -	\$ -	\$ -
5307 Loan coming back from LHC to 5305D RTP							
	\$ -	\$ -	\$ -	\$ -	\$ 23,964	\$ 5,991	\$ 29,955
RTP	\$ -	\$ -	\$ 18,023	\$ 4,506	\$ 8,695	\$ 2,174	\$ 33,398
Total	\$ 3,800	\$ 230	\$ 20,023	\$ 5,006	\$ 32,659	\$ 8,165	\$ 69,882

Local Match Sources

The will be provided by Lake Havasu City and Mohave County through in-kind contributions by staff.

Capital Expenditures

None anticipated

Work Element 500: Regional Planning

Purpose

Provide improvements and updates to safety controls, signs and pedestrian walkways:

- ❖ Technically based on the latest available data on land use, demographics, and travel patterns

- ❖ Philosophically based on regional goals and values
- ❖ Financially based on predictable, reliable funding sources
- ❖ Partner with Arizona Department of Transportation (ADOT) in activities and strategies of developing new performance based measures and targets for the LHMPO.

Task 501 Highway Safety Improvement Program (HSIP)

The LHMPO utilized HSIP funding for a Strategic Transportation Safety Plan (STSP) and the LHMPO adopted the Plan in October 2016. Potential projects were identified; however, a complete description of each project and prioritizing by the LHMPO TAC did not occur until January 2017. The MPO will be completing multiple HSIP applications mostly based on the STSP and updated crash data.

FY 2019 Accomplishments

- ❖ Consultant (Greenlight Engineering) updated most recent 5-year crash data, facilitated discussion with TAC and Executive Board to prioritize HSIP eligible projects, and made applications on behalf of the MPO for FY23/24 available competitive HSIP funding.
- ❖ High-intensity Activated crossWalK Beacon design completed in FY19 for construction in FY20.

FY 2020 & 2021 Proposed Activities

- ❖ FY20 - HSIP will not be available until FY21, so no applications will be made and updating of 5-year crash data may also be postponed to FY21.
- ❖ FY21 - Consultant update most recent 5-year crash data, then facilitate prioritizing of HSIP eligible projects, and make application on behalf of the MPO for FY25/26 HSIP funding.
- ❖ FY 21 Design Verde Blvd. to Wood Ln.; McCulloch Blvd. / El Dorado Ave. Projects

SR 95 / Kiowa Project

The number one (1) project in the HSIP prioritization list has been State Route (SR) 95. The LHMPO has utilized 2016 – 2018 Highway Safety Improvement Program (HSIP) funding for the SR95/Kiowa project partnering with ADOT. The project was determined after a Road Safety Assessment (RSA) was performed identifying this intersection as a high crash area. In FY 2015 the LHMPO reviewed crash data for the area and determined the region had a high number of crashes resulting in incapacity injuries and fatalities. After requesting ADOT perform a Road Safety Assessment (RSA) for one of the high crash areas (SR95 & Kiowa). Although ADOT will be the project manager, the LHMPO Director will participate in all project meetings. The funding is reflected in the LHMPO FY18 – 22 TIP.

Bicycle Pedestrian Implementation Plan (BPIP)

The 2040 Regional Transportation Plan (RTP) identified bike striping and signage and additional sidewalks for connectivity and safety. The 2017 Strategic Transportation Plan identified a high number of bicycle fatal and serious injury as well as above State average pedestrian fatal and serious injury crashes. However, the numbers are not competitive enough to compete for HSIP funding compared to other HSIP projects identified. In an effort to address the safety issues and effectively plan which areas would benefit the most, as well as determine if it reasonably possible for bike striping and signage and installation of sidewalks to occur at specific locations, the TAC decided a Bicycle Pedestrian Implementation Plan would be necessary. The plan was completed July of 2018.

Task 502 Surface Transportation Block Grant Program (STBG)

There are two (2) STBG projects in the LHMPO region and they are jointly funded by LHMPO and WACOG. The MPO has committed 2014 - 2020 STBG funds towards these projects. The Lake Havasu Avenue project was funded and constructed in FY2019 and the Swanson Avenue Project funded in FY19. These two projects were programmed through the WACOG TIP. In a written agreement, the LHMPO agreed to the transfer its STBG obligation authority funding the LHMPO receives through FY20 to

WACOG. Additionally, the LHMPO will stay abreast of the project(s) progress through Lake Havasu City staff to insure they move forward and assist the City staff when needed. As instructed by ADOT, these projects will remain in the WACOG TIP, as well as the LHMPO TIP.

FY 2019 Accomplishments

- ❖ Regional Safety Education Campaign to target traffic safety related to bicycles, pedestrians, and vehicles. Regional Safety Education Campaign may target distracted driving, impaired driving, aggressive driving, etc. Regional campaign will cover all of Mohave County, which encompasses all of the LHMPO and a portion of the WACOG regions.
- ❖ Assisted Lake Havasu City with HSIP applications.
- ❖ Attended project meetings for the SR95/Kiowa project.
- ❖ Gathered information needed for the SR95/Kiowa project and assist with the property owner meetings.
- ❖ Work with ADOT to exchange STBG Apportionment and corresponding Obligation Authority to complete eligible design and construction projects.
- ❖ As a member of the WACOG TAC; attended the by-monthly meetings held in Kingman.
- ❖ Held monthly LHMPO TAC meetings to coordinate local projects and utilization of HSIP & STP funding.
- ❖ Regional Project Agreement between LHMPO and WACOG was amended to incorporate having HSIP applications completed by the consultant doing the crash data update.
- ❖ LHMPO Director participated in the following as well as other additional studies sponsored by FHWA and ADOT:
 - ADOT State Transit Study
 - ADOT Climbing and Passing Lane Prioritization Study
 - ADOT Statewide Shoulder Study
 - ADOT Long Range Transportation Plan
 - ADOT Planning to Programming (P2P) Implementation Study (LHMPO)
 - ADOT SR95 Corridor Study

FY 2020 & 2021 Proposed Activities

- ❖ Assist Lake Havasu City with HSIP applications
- ❖ Attend project meetings for the SR95/Kiowa project.
- ❖ Regional Project Agreement between LHMPO and WACOG was amended to incorporate having HSIP applications completed by the consultant doing the Crash Data Update.
- ❖ Work with ADOT to exchange STBG Apportionment and corresponding Obligation Authority to complete eligible design and construction projects beginning 2018.
- ❖ The LHMPO will develop internal policies for HURF Exchange—once ADOT has identified procedures and policies.
- ❖ As a member of the WACOG TAC; attend the by-monthly meetings held in Kingman.
- ❖ Hold monthly LHMPO TAC meetings to coordinate local projects and utilization of HSIP & STBG funding.
- ❖ LHMPO Director will participate in any additional studies sponsored by FHWA and ADOT related to the mission of the MPO
- ❖ Executive Board, TAC, and Staff Retreat January 2020 and January 2021
- ❖ Continue regional campaign targeting traffic safety related to bicycles, pedestrians, and vehicles. Regional Safety Education Campaign may target distracted driving, impaired driving, aggressive driving, etc. Regional campaign may cover all of Mohave County, which encompasses all of the LHMPO and a portion of the WACOG regions.

LHMPO FY 20 Regional Planning Budget - HSIP

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 3,000	\$ 181	\$ 300	\$ 75	\$ -	\$ -	\$ 3,556
		\$ -	\$ -				\$ -
Pass Thru Consultant	\$ -	\$ -	\$ -	\$ -			\$ -
Total	\$ 3,000	\$ 181	\$ 300	\$ 75	\$ -	\$ -	\$ 3,556

LHMPO FY 21 Regional Planning Budget - HSIP

AGENCY	FHWA						TOTAL
	PL		SPR		STBG		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 2,500	\$ 151	\$ 816	\$ 204	\$ -	\$ -	\$ 3,671
		\$ -	\$ -				\$ -
HSIP Consultant	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ 2,176	\$ 38,176
Total	\$ 2,500	\$ 151	\$ 816	\$ 204	\$ 36,000	\$ 2,176	\$ 41,847

Local Match Sources

- The Match will be met by the use of in-kind by Lake Havasu City and Mohave County staff time.

Capital Expenditures

None anticipated

LHMPO FY 20 Regional Planning Budget - STBG

AGENCY	FHWA						TOTAL
	PL		SPR		STBG		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 1,000	\$ 60	\$ 500	\$ 125		\$ -	\$ 1,685
Safe Driving Campaign		\$ -			\$ 30,000	\$ 1,813	\$ 31,813
Pass Thru Consultant	\$ -	\$ -			\$ -		\$ -
Total	\$ 1,000	\$ 60	\$ 500	\$ 125	\$ 30,000	\$ 1,813	\$ 33,499

LHMPO FY 20 Regional Planning Budget - STBG

AGENCY	FHWA						TOTAL
	PL		SPR		STBG		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 1,000	\$ 60	\$ 1,500	\$ 375		\$ -	\$ 2,935
		\$ -			\$ -	\$ -	\$ -
Pass Thru Consultant	\$ -	\$ -			\$ -		\$ -
Total	\$ 1,000	\$ 60	\$ 1,500	\$ 375	\$ -	\$ -	\$ 2,935

Local Match Sources

The match will be met by the use of in-kind by Lake Havasu City and Mohave County through in-kind contributions by staff.

Capital Expenditures

None anticipated

Work Element 600: Public Involvement Plan (PIP)

Purpose

The LHMPO has a responsibility to insure the civil rights of all parties are protected through an opportunity to review and comment on the planning activities of LHMPO. The Public Involvement Plan includes provisions to insure the involvement of the public in the transportation planning process for the:

- ❖ 25 year Regional Transportation Plan (RTP); and,
- ❖ Transportation Improvement Program (TIP).

FY 2019 Accomplishments

- ❖ Amended the Public Involvement Plan.
- ❖ A Notice in English and Spanish was posted in the local newspaper advising to the public that comments would be accepted on the following:
 - Amended Title VI Plan
 - Limited English Proficiency Plan (LEP)
 - Transportation Improvement Plan (TIP)
 - Strategic Transportation Safety Plan (STSP)
- ❖ Press release for the public meeting regarding the Regional Transit Feasibility and Implementation Plan advertised in the local newspaper in English.
- ❖ The Annual Calendar of Meetings advertised in the local newspaper in English and Spanish.
- ❖ Posted all of the above in the LHMPO website.

FY 2020 & 2021 Proposed Activities

- ❖ Local newspaper posting of the Executive Board and TAC Meeting schedule for the next calendar year in English and Spanish.
- ❖ MPO staff to post the FY20 & 21 UPWP on the MPO web site.
- ❖ Staff to post Executive Board and TAC meeting Agendas, Action Taken and Minutes on MPO website per opening meeting law.
- ❖ Update, if necessary, the FY20 & 21 PIP; posting appropriate notices.
- ❖ An ADOT consultation meeting may be held within the LHMPO region regarding current planning studies underway such as the Regional Transportation Plan, Five Year Construction

Program, and State Transportation Improvement Program. The objective of the meetings is to present information and gather input from elected and appointed officials.

- ❖ Public posting in English and Spanish will occur for public comments on the Regional Transit Feasibility and Implementation Plan as it moves forward.
- ❖ Annual Title VI report to ADOT by August 1, 2019 & 2020

LHMPO FY20 Public Involvement Plan Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 1,000	\$ 60	\$ 500	\$ 125	\$ -	\$ -	\$ 1,685
Other Agency	\$ -		\$ -				
Pass Thru Consultant	\$ -	\$ -	\$ -	\$ -			\$ -
Total	\$ 1,000	\$ 60	\$ 500	\$ 125	\$ -	\$ -	\$ 1,685

LHMPO FY21 Public Involvement Plan Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 1,000	\$ 60	\$ 1,500	\$ 375	\$ -	\$ -	\$ 2,935
Other Agency	\$ -		\$ -				
Pass Thru Consultant	\$ -	\$ -	\$ -	\$ -			\$ -
Total	\$ 1,000	\$ 60	\$ 1,500	\$ 375	\$ -	\$ -	\$ 2,935

Local Match Sources

The match will be provided by Lake Havasu City and Mohave County through in-kind contributions by staff.

Capital Expenditures

None anticipated

Work Element 700: Coordinated Public Transit & Mobility Planning

LHMPO will provide program and project support for public transit, bike, and pedestrian and inter-city mobility services. The transit mobility planning and development of the Coordinated Public Transit/Human Services Transportation Plan (Coordination Plan) is performed by the WACOG Mobility Manager. The Coordination Plan is reviewed by the LHMPO and approved as presented by the LHMPO Executive Board and Technical Advisory Committee, prior to submission to the WACOG Council for approval.

Because of the limited number of organizations participating from Lake Havasu City in the Coordination Planning, the LHMPO has an agreement with WACOG to have their Mobility Manager cover the LHMPO area.

Public Transportation Coordination (23 CFR Part 450.141(h))

The Lake Havasu MPO, ADOT and providers of public transportation utilizing the FTA section 5310 grant funds (i.e. Havasu Mobility, etc.) will cooperatively work together in developing and sharing information related to data, performance targets, and reporting for the MPO region. This effort will provide a continuous, cooperative, and comprehensive transportation planning process throughout the Lake Havasu MPO region.

Purpose

To provide a higher quality of life of area residents:

- ❖ Support economic vitality;
- ❖ Increase the safety of the transportation system;
- ❖ Increase accessibility and mobility;
- ❖ Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote local planned growth;
- ❖ Enhance the integration and connectivity of the transportation system; and,
- ❖ Emphasize the preservation of the existing transportation system.

FY 2019 Accomplishments

- ❖ Met with the WACOG Transit Mobility Manager to discuss the Coordinated Public Transit – Human Services Transportation Plan update.
- ❖ Reviewed the draft Coordinated Public Transit – Human Services Transportation Plan with WACOG Mobility Manager.
- ❖ LHMPO staff participates in the WACOG Mobility Coordination meetings.
- ❖ Participated in ADOT Transit Summit.
- ❖ Participated in the Bicycle Pedestrian Implementation Plan process.

FY 2020 & 21 Proposed Activities

- ❖ Continue to be part of the WACOG Regional Human Services Transportation Coordination Plan.
- ❖ Coordinate FTA Section 5304, 5305, 5307 and 5310 programs in the LHMPO area with matters pertaining to transportation, urban public transit, ridesharing, and transportation systems management in concert with WACOG.
- ❖ Coordinate with ADOT in matters pertaining to FTA Section 5304, 5305, 5307, and 5310 programs in the region including, but not limited to, announcing and publishing FTA program related application workshops, panel interviews, safety notices, and reporting requirements. Sponsor ADOT/FTA Section 5304, 5305 and 5310 program related activities as appropriate.
- ❖ Due to its small size and to ensure more effective human services transit program coordination, LHMPO will participate with WACOG Regional Transportation Coordination Plan.
- ❖ Support WACOG Mobility Management and Havasu Mobility to increase training for all human service providers within the WACOG region which is inclusive of the LHMPO area. Provide financial assistance when necessary.
- ❖ Set aside \$15,000 for the Regional Transportation Plan Update; which is to begin in FY20.
- ❖ Begin Transit Implementation Development Plan in FY 18/19.
- ❖ Regional Transportation Plan holdover is going to be applied to the Transit Implementation Plan this plan came in \$23,964 over the estimated budget.

- ❖ Lake Havasu City has agreed to transfer LHMPO \$23,964 when they receive their 5307 funding this will be applied to the 2020-2045 Regional Transportation Plan transit portion.
- ❖ Monitor federal, state and local legislation and policy activities.
- ❖ Enter into partnership with Maricopa Association of Governments (MAG) to hire technical staff that will assist in providing tools and technology to make transportation services more accessible, efficient, and affordable.

LHMPO FY20 Coordinated Public Transportation Planning Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 2,850	\$ 172	\$ 500	\$ 125	\$ -	\$ -	\$ 3,647
Transit Plan	\$ -		\$ -		\$ 96,000	\$ 24,000	\$ 120,000
Pass Thru Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
RTP					\$ 23,964	\$ 5,991	\$ 29,955
Total	\$ 2,850	\$ 172	\$ 500	\$ 125	\$ 119,964	\$ 29,991	\$ 153,602

LHMPO FY21 Coordinated Public Transportation Planning Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 2,850	\$ 172	\$ 2,000	\$ 500	\$ -	\$ -	\$ 5,522
Pass Thru Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RTP					\$ -	\$ -	\$ -
Total	\$ 2,850	\$ 172	\$ 2,000	\$ 500	\$ -	\$ -	\$ 5,522

Local Match Sources

The match will be provided by Lake Havasu City and Mohave County through in-kind contributions by staff.

Capital Expenditures

None anticipated

Work Element 800: Environmental Overview

Livability in transportation is closely related to sustainability; closely overlapping goals that can be supported partially through transportation planning and operations.

Livability in transportation is about using transportation facilities and services to help achieve broader community goals. It directly benefits people who live in, work in, or visit an area. Livable transportation systems accommodate a range of transportation modes (walking, bicycling, public transit and

automobiles) by creating balanced multimodal transportation networks that offer multiple transportation choices. The Livability principles are to:

- Provide more transportation choices
- Promote equitable, affordable housing
- Enhance economic competitiveness
- Support existing communities
- Coordinate and leverage Federal policies and investment
- Value communities and neighborhoods

Sustainability is meeting the needs of the present without compromising the ability of future generations to meet their own needs. It involves maximizing the positive effect of decisions of three factors: equity (social or people), ecology (environment) and economy. The goal of sustainability is the satisfaction of basic and economic needs, both present and future.

Purpose

To help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities within the LHMPO area.

- ❖ Support community goals.
- ❖ Provide a vision for sustainable growth.
- ❖ Enhance economic competitiveness.
- ❖ Expand energy efficient neighborhoods for people of all ages and incomes.
- ❖ Endorse and support the goals set forth in the Lake Havasu City and Mohave County General Plan Updates as they relate to:
 - Environmental & Conservation Planning
 - Energy
 - Housing & Neighborhoods
 - Land Use
 - Economic Development
 - Transportation
 - Open Space
 - Public Facilities & Services
 - Expand future uses of transportation right-of-way to function as State energy and economic corridors of significance.
 - High-capacity pipeline placement within corridor right-of-way for transmission of water & other commodities of critical values to the State
 - Alternative energy (i.e. solar, wind) production within the corridor right-of-way has revenue potential with supply to critical needs areas
 - Alternative energy production promotes multimodal vehicle operating opportunities at low cost

FY 2019 Accomplishments

These activities occurred within the Regional Transportation Plan that was performed.

- ❖ Coordinated planning efforts set forth in the 2040 Regional Transportation Plan (RTP).
- ❖ Promoted transit oriented and mixed-use development as defined in the 2040 RTP.
- ❖ Coordinate and participated with the Lake Havasu City and Mohave County as it relates to their General Plan Updates, as indicated above.

FY 2020 & 2021 Proposed Activities

- ❖ The Regional Transportation Plan brought to light there is a need for safe, designated biking paths and well as additional sidewalks as a means to travel to employment and schools. The LHMPO is progressing forward with a Bicycle Pedestrian Implementation Plan.
- ❖ Seek funding for the final results of the Bicycle Pedestrian Implementation Plan.
- ❖ Air Quality control as addressed in the Lake Havasu City & Mohave County General Plan Updates.

LHMPO FY 20 Environmental Planning Budget

	FHWA				FTA		
	PL		SPR		Section 5305		
AGENCY	Federal	Local	Federal	Local	Federal	Local	TOTAL
MPO	\$ 1,800	\$ 109	\$ 500	\$ 125	\$ -	\$ -	\$ 2,534
Other Agency	\$ -		\$ -				
Pass Thru Consultant	\$ -	\$ -	\$ -				
Total	\$ 1,800	\$ 109	\$ 500	\$ 125	\$ -	\$ -	\$ 2,534

LHMPO FY 21 Environmental Planning Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 1,800	\$ 109	\$ 1,500	\$ 375	\$ -	\$ -	\$ 3,784
Other Agency	\$ -		\$ -				
Pass Thru Consultant	\$ -	\$ -	\$ -				
Total	\$ 1,800	\$ 109	\$ 1,500	\$ 375	\$ -	\$ -	\$ 3,784

Local Match Sources

The match of will be provided by Lake Havasu City and Mohave County through in-kind contributions by staff.

Capital Expenditures

None anticipated

Work Element 900: Capital Expenditures

There should be no additional capital expenditures for the LHMPO for fiscal year 2020.

LHMPO is looking at replacing or upgrading computers in FY2021.

LHMPO FY20 Capital Expenditure Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADOT		\$ -	\$ -				\$ -
Pass Thru Consultant	\$ -	\$ -	\$ -				
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

LHMPO FY21 Capital Expenditure Budget

AGENCY	FHWA				FTA		TOTAL
	PL		SPR		Section 5305		
	Federal	Local	Federal	Local	Federal	Local	
MPO	\$ 4,000	\$ 242	\$ -	\$ -	\$ -	\$ -	\$ 4,242
ADOT		\$ -	\$ -				\$ -
Pass Thru Consultant	\$ -	\$ -	\$ -				
Total	\$ 4,000	\$ 242	\$ -	\$ -	\$ -	\$ -	\$ 4,242

Section V

MPO WORK ELEMENTS DESCRIPTIONS

The MPO Work Elements Section consists of descriptions of the major work products and tasks the MPO proposes to undertake.

➤ **Administration**

The administration section describes task functions required to manage the transportation planning process on a continual basis including program administration, development, review and reporting, anticipated staff development and an annual audit as required by **23 CFR 420.121(c)**. The annual audit shall be performed in accordance with **49 CFR 18.26**, and **OMB Circular A133**.

➤ **Data Collection**

Maintain a current inventory of data to support transportation planning and facility/system design. Monitor congestion and changes in travel patterns in the region. The following information should be part of the Task Sheet for Data Collection:

Highway Performance Monitoring System (HPMS) Data

1. Collect the following data for all universal road and street section records in the HPMS database that are functionally classified above local
 - Name of road and beginning and ending termini
 - Jurisdiction responsible for ownership
 - Jurisdiction responsible for maintenance
 - Facility type (one-way/two-way road or street)
 - Section length (mileage)
 - Number of through lanes
 - Type of surface
 - Raw 24 hour traffic counts, factored Average Annual Daily Traffic (AADT) volumes, or AADT volume estimates. Traffic counts should be collected on every section in a three year cycle. If reporting raw traffic figures the month and date should be reported too.
2. For each member agency, update the following data for all roads and street records in the HPMS database that are functionally classified as Local
 - Aggregate length in miles
 - AADT Volume Range
 - Type of surface, Paved or Unpaved
3. Collect supplementary data items to update all sample section records in the HPMS database annually, as specified by the ADOT Data Management and Analysis Section.
4. Ensure all HPMS data is inputted into the HPMS Internet System for ADOT review
 - The HPMS Internet System is a web-based application that provides a venue for which statewide member agencies will update and submit their HPMS data to ADOT through each respective MPO/COG office

5. Coordinate with the ADOT Data Management and Analysis Section to receive and present training on data collection for local jurisdictions, by January of each year.
6. Notify ADOT GIS Section when modifications are suggested or needed to universal or sample section records as a result of project completions or other capital improvements.
7. Submit all required data listed above to the ADOT Data Management and Analysis Section by April 15th of each year. Adhere to other data element deadlines as specified by the ADOT Data Management and Analysis.

Functional Classification:

Maintain a current inventory of the MPO/COG region's functional classification of roadways and urban boundaries, according to federal regulations and state procedures.

1. Create and/or maintain an inventory of basic centerline data for federally functionally classified roads (collector and above classifications) over a three-year cycle, and update the inventory annually. Submit all data to the ADOT Data Management and Analysis/GIS Section.
2. Process proposed changes in classification through the ADOT Regional Planner and ADOT Data Management and Analysis/GIS Section. Based on roadway classification, verify that projects identified for the TIP are eligible for federal funding.

Air Quality Standards:

1. Coordinate with ADOT Data Management and Analysis/ Air Quality staff to comply with requirements regarding nonattainment areas that do not meet the National Ambient Air Quality Standards. All regionally significant projects with a classification of minor arterial and above and some transit projects may require an air quality conformity analysis.
2. ADOT staff will provide guidance on the appropriate methodology and processes.
3. At this time Lake Havasu City is not in a non-attainment area.

Data for Population Projections and Estimates:

Ensure that population data from the MPO/COG region is collected according to requirements of the Arizona Department of Commerce.

1. Actively participate in the Department of Commerce Council for Technical Solutions and Arizona Futures Commission.
2. Work with local jurisdictions to ensure that data required for the preparation of population estimates and projections are collected and submitted to the Department of Commerce by the prescribed due date.

➤ **Transportation Improvement Program (TIP)**

Each MPO, in cooperation with the State and its public transit operators will prepare and update a TIP no less than once every year. The TIP shall include all projects requiring FHWA, ADOT and FTA approval; include a priority list of projects to be carried out in the first four (4) years; identify each project or phase; identify carry-forward funding, identifying funding source(s), and be financially constrained. FTA funded projects shall include the FTA line item

identification. The TIP development process must provide a reasonable opportunity for public comment. Highway and transit projects must be selected in accordance with the specific funding programs.

➤ **Regional Transportation Plan (RTP)**

Title 23 CFR 450, Subpart C, addresses metropolitan planning requirements. Each MPO must update the Regional Transportation Plan (RTP) every 4 years in air quality non-attainment or maintenance areas, or every 5 years in air quality attainment areas. The RTP must: cover at least a 20-year planning horizon; include long-range and short-range strategies that lead to an integrated intermodal plan; include a financial plan that compares estimated revenues with costs of construction, maintenance, capital purchases and operations; consider the planning factors, and provide an opportunity for public participation.

➤ **Regional Planning**

MPOs should undertake various regional, corridor, and sub-area planning studies within the region in consultation with the state, local, and transit operators in an effort to integrate land use planning with the LHMPO's transportation planning process to ensure the successful implementation of the LHMPO's Long-Range Transportation Plan. For the purposes of this document, Highway Safety Improvement Program and Surface Transportation Program are included. Each section defines the goals and objects and the related budget for each category.

➤ **Public Involvement Plan (PIP)**

Federal legislation requires MPOs to include provisions in the planning process to ensure the involvement of the public in the development of transportation plans and programs including the 25-year Regional Transportation Plan, the Transportation Improvement Program, and the annual Unified Planning Work Program. A copy of all will be posted on the MPO website.

➤ **Coordinated Public Transit – Human Services Transportation Plan**

Generally an MPO will develop a transportation plan for its metropolitan planning area every 4 years and update appropriately taking into consideration projects and strategies that will:

- ❖ Support economic vitality
- ❖ Increase the safety of the transportation system
- ❖ Increase accessibility and mobility
- ❖ Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote local planned growth
- ❖ Enhance the integration and connectivity of the transportation system
- ❖ Promote efficient system management and operation
- ❖ Emphasize the preservation of the existing transportation system

Rather than the LHMPO hiring a Mobility Manager for the minimal participation in the LHMPO area, the WACOG Mobility Manager manages the functions of this task. The WACOG Mobility Manager compiles and prepares the Coordinated Plan which is presented to the LHMPO Executive Board and Technical Advisory Committee for approval.

The MPO will provide increased emphasis on issues related to alternative modes and regional intermodal connectivity including but not limited to:

- ❖ Local bus, express bus, and regional transit services
- ❖ Pedestrian and bicyclist facilities/network
- ❖ Commercial freight movers (truck, rail, and air)
- ❖ Connections between modes of travel

❖ Maintaining the system in a state of good repair

➤ **Environmental Overview**

On June 16, 2009, EPA joined with the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Transportation (DOT) to help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities nationwide. Through a set of guiding livability principles and a partnering agreement that will guide the agency's efforts, this partnership will coordinate federal housing, transportation, and other infrastructure investments to protect the environment, promote equitable development, and help to address the challenges of climate change.

➤ **Livability Principles**

Provide more transportation choices. Develop safe, reliable, and economical transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.

Promote equitable, affordable housing. Expand location- and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.

Enhance economic competitiveness. Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers, as well as expanded business access to markets.

Support existing communities. Target federal funding toward existing communities—through strategies like transit oriented, mixed-use development, and land recycling—to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.

Coordinate and leverage federal policies and investment. Align federal policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy

Value communities and neighborhoods. Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.

➤ **Capital Expenditures**

FHWA will, on a case-by-case basis, allow MPOs to purchase equipment as a direct expense with PL funds. Equipment is defined as any tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of greater than \$5,000 or more per unit. Approval by the FHWA and ADOT is not required for equipment costs under \$5,000. However, these items should be programmed and itemized in the applicable UPWP tasks along with the associated local match. All proposed equipment purchases must comply with **49 CFR 18.32 and 18.33**, and the Federal Office of Management and Budget **Circular A-87**, Cost Principles for State, Local and Indian Tribal Governments, as well as, ADOT policy **FIN-11.08** Federal Property Management Standards.

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TABLE 4: LHMPO FY20 OPERATIONAL PLANNING ACTIVITY BUDGET

Table 4: LHMPO FY 20 Operational Planning Activity Budget						
ANTICIPATED REVENUES						
	FY 20 PL Funds	\$126,081				
	FY 20 SPR Funds	\$125,000				
	FY 19 Section 5305d Funds	\$24,035				
	FY 19 SPR Funds Carry Forward	\$70,050				
	FY 18 Section 5305d Funds Carry Forward	\$17,856				
	FY 19 Section 5305e Funds Carry Forward	\$96,000				
	STBG Safe Driving Campaign Carryforward	\$30,000				
		\$0				
	TOTAL	\$489,022				
ANTICIPATED EXPENSES						
GL Number	Category	Budget Amt		GL Number	Category	Budget Amt
Personnel Services				Other Services		
11-01	Salaries - Regular	\$141,334		45-02	Insurance - Liability/Auto	\$3,000
11-02/11-03	Salaries – Overtime (RTS)	\$0		45-02	Insurance – Professional Liability	\$3,100
21-01	Medical/Dental	\$22,050		46-01	Travel & Training	\$12,000
21-03	Workers Compensation	\$4,200		46-02	Advertising/Legal Notices	\$1,500
21-04	Life Insurance	\$236		46-03	Printing & Forms	\$50
21-06	Disability Insurance	\$703		46-05	Postage & Mailing	\$100
22-01	Social Security	\$8,689		46-08	Subscriptions/Memberships/Dues	\$2,000
22-02	Medicare	\$2,058		51-01	Office / Computer Supplies- Printer Ink	\$1,500
23-01	ASRS	\$17,500		52-06	Furn/Equipment	\$0
23-04	ASRS LTD	\$240		52-71	New Hardware Equipment	\$0
	SUBTOTAL	\$197,010		52-72	Software Replacement/Updates (Adobe	\$2,250
				54-05	Miscellaneous Supplies	\$100
Other Services						
31-02	Legal Services	\$500				
31-04	Engineering Consulting	\$230,116				
31-06	Professional Services	\$33,000				
40-03	Telephone	\$120				
43-02	R&M Machinery & Equipment	\$676				
43-04	Radio/Pager Equip & Internet	\$1,000				
43-05	R & M Vehicle	\$1,000				

TABLE 4: LHMPO FY21 OPERATIONAL PLANNING ACTIVITY BUDGET

Table 4: LHMPO FY 21 Operational Planning Activity Budget

ANTICIPATED REVENUES				
FY 21 PL Funds			\$126,081	
FY 21 SPR Funds			\$125,000	
FY 20 Section 5305d Funds			\$24,035	
STBG FY21 Funds			\$46,000	
5307 LHC Funds loan payback 5305D RTP			\$23,964	
			\$0	
TOTAL			\$345,080	
ANTICIPATED EXPENSES				
Category	Budget Amt	GL Number	Category	Budget Amt
Personnel Services			Other Services	
Salaries - Regular	\$147,760	45-02	Insurance - Liability/Auto	\$3,000
Salaries - Overtime (RTS)	\$0	45-02	Insurance - Professional Liability	\$3,100
Medical/Dental	\$23,152	46-01	Travel & Training	\$14,750
Workers Compensation	\$4,630	46-02	Advertising/Legal Notices	\$1,000
Life Insurance	\$248	46-03	Printing & Forms	\$50
Disability Insurance	\$738	46-05	Postage & Mailing	\$100
Social Security	\$9,123	46-08	Subscriptions/Memberships/Dues	\$2,000
Medicare	\$2,161	51-01	Office / Computer Supplies- Printer Ink	\$1,500
ASRS	\$18,174	52-06	Furn/Equipment	\$0
ASRS LTD	\$266	52-71	New Hardware Equipment	\$4,000
SUBTOTAL	\$206,252	52-72	Software Replacement/Updates (Adobe	\$2,750
		54-05	Miscellaneous Supplies	\$100
Other Services			SUBTOTAL	\$138,828
Legal Services	\$500			
Engineering Consulting	\$100,782			
Professional Services	\$3,000		Planning Studies	
Telephone	\$120	SPR/5305D	Regional Transportation Plan	\$30,818
R&M Machinery & Equipment	\$676	STBG	HSIP Applications & Crash Data	\$46,000
Radio/Pager Equip & Internet	\$1,000	5307	Regional Transportation Plan	\$23,964
R & M Vehicle	\$400		SUBTOTAL OF PLANNING STUDIES	\$100,782
			GRAND TOTAL	\$345,080

Figure 3: Transportation Related Acronyms and Terms

5303/5305	FTA Coordinated Mobility Planning Funding
5307	FTA Urbanized Area Formula Grants
	FTA Transportation for Elderly Persons and Persons with Disabilities Grant Program
5310	
5311	FTA Rural Transit Assistance Program
3-C	Continuing, Cooperative and Comprehensive planning process
AADT	Average Annual Daily Traffic
AASHTO	American Association of State Highway Transportation Officials
ABC	Aggregate Base Course
AC	Asphaltic Concrete
ac	Acre
ACEC	Area of Critical Environmental Concern
ACFC	Asphaltic Concrete Friction Course
ADA	Americans with Disabilities Act
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
ADT	Average Daily Traffic
ADWR	Arizona Department of Water Resources
AGC	Associated General Contractors
ALRIS	Arizona Land Resource Information Systems
AMPO	Association of Metropolitan Planning Organizations
ANPRM	Advance Notice of Proposed Rulemaking
AP	Apportionment
APA	American Planning Association
APWA	American Public Works Association
ARACFC	Asphaltic Rubberized Friction Course
ARRA	American Recovery and Reinvestment Act
ASCE	American Society of Civil Engineers
ASLD	Arizona State Land Department
AZG & F	Arizona Game and Fish
AZTA	Arizona Transit Association
BECO	Business Engagement & Compliance
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BMS	Bridge Management System
BQAZ	Building a Quality Arizona (ADOT Study)
BR	Bridge
BTS	Bureau of Transportation Statistics
C&S	Contracts and Specifications
CAG	Central Arizona Governments
CFR	Code of Federal Regulations
CMAR	Construction Manager at Risk
CMF	Crash Modification Factor

CMP	Corrugated metal pipe
COG	Council of Governments
Corps	U.S. Army Corps of Engineers
CRF	Crash Reduction Factor
CTs	Census Tracts
CYMPO	Central Yavapai Metropolitan Planning Organization
DBE	Disadvantaged Business Enterprise (DBE) Program
DCR	Design Concept Report
DHFD	Desert Hills Fire Department
DM	District Minor Funds
DOT	Department of Transportation
DPS	Department of Public Safety
DU	Dwelling Unit
EA	Environmental Assessment
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FARS	Fatality Analysis Reporting Systems
FAST ACT	Fixing America's Surface Transportation Act
FC	Functional Classification
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Map
FMPO	Flagstaff Metropolitan Planning Organization
FRICION COURSE	Thin course layer of asphalt concrete providing traction on roads
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information Systems
GMP	Guaranteed Maximum Price
GROW America Act	Generating Renewal, Opportunity, and Work with Accelerated Mobility
HAWK	High Intensity Activated Crosswalk Beacon
HMA	Herd Management Area
HNWR	Havasas National Wildlife Refuge
HOV	High Occupancy Vehicle
HPMS	Highway Performance Monitoring System
HSIP	Highway Safety Improvement Program
HURF	Highway User Revenue Fund
I	Interstate
ID	Interdisciplinary
IGA	Intergovernmental Agreement
IHS	Interstate Highway System
ISTEA	Intermodal Surface Transportation Efficiency Act (1991)
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation Systems
JPA	Joint Project Agreement

LEP	Limited English Proficiency
LHC	Lake Havasu City
LHFD	Lake Havasu Fire Department
LHMPO	Lake Havasu Metropolitan Planning Organization
LHCPD	Lake Havasu City Police Department
LM	Local Match
LOS	Level of Service
LP	Local Project
LPA	Local Public Agency
LPCSO	LaPaz County Sheriff Office
LRTP	Long Range Transportation Plan
LTAP	Local Technical Assistance Program
LUST	leaking underground storage tank
MAG	Maricopa Association of Governments
MAP-21	Moving Ahead for Progress in the 21st Century
MC	Mohave County
MCSO	Mohave County Sheriff Office
MILL AND FILL	Process of removing a layer of asphalt concrete and replacing with new
MOU	Memorandum of Understanding
MOVE AZ	ADOT Long Range Transportation Plan (2000)
MP	Mile Post
MPA	Mountain Preservation Area
MPO	Metropolitan Planning Organization
M-TAC	Multi-modal Technical Advisory Committee
MTIP	Metropolitan Transportation Improvement Program
MUTCD	Manual of Uniform Traffic Control Devices
NACOG	Northern Arizona Council of Governments
NAIPTA	Northern Arizona Intergovernmental Transportation Authority
NARC	National Association of Regional Councils
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NHS	National Highway System
NHTSA	National Highway Traffic Safety Administration
NPRM	Notice of Proposed Rulemaking
NRCS	Natural Resource Conservation Service
NRHP	National Register of Historic Places
NVDOT	Nevada Department of Transportation
O&M	Operations and Maintenance
OA	Obligation Authority
OHV	Off-Highway-Vehicle
PAG	Pima Association of Governments
PARA	Planning Assistance for Rural Areas
PE	Professional Engineer
PEAK HOUR	Busiest hour of the day for traffic (Typically shown as AM and PM peaks)
PEAS	Planning Emphasis Areas

PIP	Public Involvement Plan
PL	Planning Funds
PM 10	Particulate Matter of 10 microns or less
PMS	Pavement Management Systems
PS&E	Plans Specifications and Estimate
R&PP	Recreational and Public Purposes
RDG	Roadway Design Guidelines
RFP	Request for Proposal
ROW	Right-of-Way
RPO	Regional Planning Organization
RSOQ	Request For Qualifications
RTP	Regional Transportation Plan
SAFETEA-LU	Safe Accountable Flexible and Efficient Transportation Equity Act a Legacy for Users
SARA	Special Activities Recreation Area
SATS	Small Area Transportation Study
SCMPO	Sun Corridor Metropolitan Planning Organization
SDA	Suburban Development Area
SEAGO	South Eastern Arizona Governments Organization
SHPO	Arizona State Historic Preservation Office
SHSP	Strategic Highway Safety Plan
SOV	Single-Occupancy Vehicle
SPR	Statewide Planning and Research
SPUI	Single Point Urban Interchange
SR	State Route
SRMA	Special Recreational Management Area
SRTS	Safe Routes to School
STBG	Surface Transportation Block Grant
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
SVMPO	Sierra Vista Metropolitan Planning Organization
TA	Transportation Alternatives
TAC	Technical Advisory Committee
TAP	Transportation Alternatives Program
TAZ	Traffic Analysis Zone
TDMS	Transportation Data Management System
TEA-21	Transportation Equity Act for the 21st Century
TI	Traffic Interchange
TIA	Traffic Impact Analysis
TIFIA	Transportation Infrastructure Financing and Innovation Act
TIGER	Transportation Investment Generating Economic Recovery
TIP	Transportation Improvement Program
TMA	Transportation Management Area
TR	Transit
TRIP	Transit Implementation Plan
T-TAC	Transit Technical Advisory Committee

UPWP	Unified Planning Work Program
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish & Wildlife Service
UZA	Urbanized Area
VMT	Vehicle Miles Traveled
VRM	Visual Resource Management
WACOG	Western Arizona Council of Governments
WAPA	Western Area Power Administration
WHAT MOVES YOU	
AZ	Current ADOT Long Range Transportation Plan
WP	Work Program
WSC	Wildlife of Special Concern
YMPO	Yuma Metropolitan Planning Organization
YYV	Yavapai County

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