

Mark Nexsen - Chair
Buster Johnson – Vice Chairman
Donna McCoy – Secretary/Treasurer
David Lane – Board Member
Deanna Beaver – Board Member



Lake Havasu MPO
900 London Bridge Rd, Bldg. B
Lake Havasu City, AZ 86404
www.LHMPO.org

**LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION (LHMPO)
EXECUTIVE BOARD MEETING AGENDA
Tuesday, October 10, 2017, 2:00 PM**

One or More Executive Board Members May Attend and Vote Telephonically

**** THIS MEETING WILL BE HELD TELEPHONICALLY. Call in information:
1- 877-820-7831 Passcode: 196687#**

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. Your comments SHALL be limited to five (5) minutes or less. Please be advised that Executive Board Members may not respond to comments or questions brought up during call to the public.
- 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 September 12, 2017
(Task #102)
 - 5.2** Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 2:00 p.m., Tuesday, November 14, 2017
- 6. ANNOUNCEMENTS, COMMUNICATIONS, UPDATE REPORTS**
 - 6.1** LHMPO Updates
- 7. PUBLIC HEARINGS**
 - 7.1** Discussion and Possible Action to Approve the Joint Project Agreement between the Arizona Department of Transportation (ADOT) and the Lake Havasu Metropolitan Planning Organization (LHMPO)
(Task #101)

8. FUTURE AGENDA ITEMS

9. UPCOMING MEETING SCHEDULE

- Arizona Rural Transportation Summit: **October 18-20, 2017, Prescott, AZ**
- State Transportation Board Meeting: **October 20, 2017, 9:00 a.m., Prescott, AZ**
- LHMPO TAC Meeting: **October 24, 2017, 1:30 p.m.**, 900 London Bridge Rd, Bldg. B, Lake Havasu City, AZ 86404
- Executive Board Regular Meeting: **November 14, 2017 2:00 p.m.**, Lake Havasu City Police Facility Meeting Room, 2360 McCulloch Boulevard N, Lake Havasu City, AZ 86403

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 Jeanette Buckley, Lake Havasu MPO at (928) 453-2823 at least 48 hours prior to the meeting so that accommodations may be arranged.

**LAKE HAVASU MPO
REQUEST FOR ACTION
October 10, 2017**

SUBJECT: ACTION TO APPROVE THE CONSENT AGENDA

SUBMITTED BY: Jeanette Buckley, Administrative Specialist II

AGENDA TYPE: **CONSENT AGENDA**

ATTACHMENTS:

Executive Board Meeting minutes of September 12, 2017

SUMMARY/BACKGROUND:

Approve the minutes from the Executive Board meeting held September 12, 2017

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

Mark Nexsen - Chair
Buster Johnson – Vice Chairman
Donna McCoy – Secretary/Treasurer
David Lane – Board Member
Deanna Beaver – Board Member



Lake Havasu MPO
2360 McCulloch Blvd., N.
Police Facility Meeting Room
Lake Havasu City, AZ 86403
www.LHMPO.org

**LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION (LHMPO)
EXECUTIVE BOARD AMENDED MEETING MINUTES
Tuesday, September 12, 2017, 2:00 PM**

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

Chairman Nexsen called the meeting to order at 2:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairman Nexsen led the Pledge of Allegiance

3. ROLL CALL

The roll call was performed by Jeanette Buckley:

Present: Mark Nexsen, Donna McCoy, Deanna Beaver, Buster Johnson, and David Lane.

4. CALL TO THE PUBLIC:

There were no public commits.

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 June 13, 2017

MOTION

5.2 Approve the Executive Board Meeting Minutes of August 28, 2017

MOTION

Secretary/Treasurer McCoy presented a motion to approve the Consent Agenda as presented.

Motion was seconded by Member Lane.

VOTE ON MOTION

The vote on the motion was unanimous.

5.3 Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 2:00 p.m., Tuesday, October 10, 2017

6. ANNOUNCEMENTS, COMMUNICATIONS, UPDATE REPORTS

6.1 PRESENTATION – ADOT Safety Targets – Kerry Wilcoxon

Kerry Wilcoxon, ADOT State Traffic Safety Engineer, gave a presentation to the Executive Board and TAC members on ADOT Safety Targets. (Presentation available in Lake Havasu MPO Office for viewing)

Kerry Wilcoxon informed the Executive Board that ADOT established Arizona 2018 Safety Targets on August 31, 2017.

- MPOs and COGS must establish safety targets within 180 days of the state
- ADOT recommends adoption of state safety targets
- There was a 7% increase of fatalities over 2015
- MAP-21 was signed into law on July 6, 2012 which requires Transportation Performance Measures
- FHWA Safety Performance Measures consist of number of fatalities, rate of fatalities, number of serious injuries
- Improving economy equals increasing exposure and more vehicle miles traveled
- Targets equal Projections, the fatality projection is that there will be a 4% increase by 2018
- The SHSP Goal is a 3-7% reduction in fatalities
- MPO Safety Target setting may agree to support the State target or establish specific numeric targets for a safety performance measure
- MPOs that choose to set separate rate targets: must report vehicle miles traveled (VMT) estimate uses and the methodology to develop estimate
- MPOs should maximize use of HPMS data when preparing estimates
- Targets are reported to ADOT and made available to FHWA upon request
- MPO targets are not included in the assessment of whether a State met or made significant progress toward meeting its targets
- ADOT has a sample letter that can be used to send ADOT for adopting the state's targets or setting their own.

Chairman Nexsen asked Kerry Wilcoxon how setting safety targets will affect the MPO, and why is it important.

Kerry Wilcoxon explained that there is a penalty to ADOT; if they do not meet the target this requires ADOT to spend more safety money on safety projects. ADOT is currently spending more funding than they have on safety projects already. Regionals do not have a penalty; except if MPO adopts their own targets they would have to hire someone to keep track of the targets. By adopting the state safety targets ADOT will take the negative press for stating that there will be more fatalities. No individual agency wants to tell their community that there is going to be more traffic fatalities.

Chairman Nexsen stated that the Federal Government is saying that they want the MPOs to put together safety targets. Is there federal funding to achieve these targets and reduce the traffic accidents. Kerry Wilcoxon explained that there is no extra funding.

Member Beaver wanted to know if the MPOs do not set safety targets or adopt ADOT safety targets would this reduce the federal funding to the MPO. Kerry Wilcoxon stated that it would not affect the funding; but the MPO is required to set safety targets. Most MPO and COGs are adopting ADOT Safety Targets so they are not burdened with the reporting requirements if they set their own.

Vice Chairman Johnson wanted to know how Arizona compares with other states. Kerry Wilcoxon stated that Arizona is one of the higher fatality rate states. Arizona is ranking close to California, Texas and Florida. Arizona is showing increasing trends in fatalities and serious injury accidents.

Member Lane asked if there were plans in place to bring down the fatalities. There is education, engineering, and enforcement but what are the plans to bring the fatalities down. Kerry Wilcoxon explained that statistically 90 to 95% of the accidents are driver error. The roads are not unsafe only 5% of the accidents are due to engineering design. We will probably see the tipping point when we start to see more driverless cars.

Member Beaver asked if MPO wanted to adopt the ADOT Safety Targets, is there a chance that later the MPO could set their own safety targets. Kerry Wilcoxon responded that the Safety Targets are done yearly so yes MPO/COGS can change in the following year.

Secretary/Treasurer McCoy asked Kerry Wilcoxon after the safety targets are set then what happens, and is there penalty to Lake Havasu MPO. Kerry Wilcoxon explained that Lake Havasu MPO would need to either adopt the ADOT Safety Target or set their Safety Targets. If Lake Havasu MPO does not meet the Safety Target there is not a financial penalty. ADOT would look at why Lake Havasu MPO did not meet the Safety Targets. If ADOT does not meet their Safety Targets, then FHWA will make ADOT spend 10 to 20% more funding on safety projects.

Jeanette Buckley stated that the letter has been drafted to adopt the ADOT Safety Targets and it will be on the TAC Agenda September 19th and on the Executive Board Meeting Agenda for November 14th for approval.

6.2 ADOT Northwest District Update Report
No ADOT Northwest District update at this time.

6.3 Technical Advisory Committee (TAC) Update Report
Stuart Schmeling, TAC Chairman gave the Technical Advisory Committee Update:

- August 15th was the TAC Bicycle Pedestrian Kickoff Meeting with 17 people in attendance
- September 19th will be the first Bicycle Pedestrian Public Meeting at Lake Havasu City Police Facility Meeting Room, at 6:00 pm
- The new LHMPO Manager has been hired and accepted the position and will start October 9th

6.3 LHMPO Updates
Jeanette Buckley gave the LHMPO Update:

- Lake Havasu MPO received a letter from Amec Foster Wheeler stating that Michael Blankenkenship and Scott Kelley have started their own Traffic Engineering Consultant firm called Green Light Traffic Engineering. Green Light Traffic Engineering will now be a subcontractor for Amec Foster Wheeler on the Bicycle Pedestrian Implementation Plan

7. PUBLIC HEARINGS

7.1 Discussion and Possible Action to Approve a Resolution to Encourage the Arizona Department of Transportation (ADOT) to Seek Alternate Funding Sources for the Interstate 15 Transportation Roadway Improvements.

Chris Bridges, Director, Central Yavapai MPO (CYMPO) stated that the CYMPO Executive Board and Sun Corridor MPO Executive Board adopted the I-15 Resolution already. Other agencies also are looking to adopt the Resolution for I-15. The Resolution encourages ADOT to consider all modes of funding for the Interstate 15 repairs and maintenance. Interstate 15 runs through the northwest corner of Arizona; and it does not have much impact on Arizona. ADOT is responsible for maintaining that stretch of the interstate. The impact that we will see is that Greater Arizona funding would go to I-15 for the 6 bridge repairs that are around \$30 million each. The maintenance of the I-15 bridges would come out of Greater Arizona funding. This means that Greater Arizona would end up paying for the maintenance which would impact Lake Havasu City, Prescott, Flagstaff and other cities. This is to encourage ADOT to find other funding sources; they have received a Tiger Grant in the past for one of the bridges on the I-15 already.

Vice Chairman Johnson stated that there are repairs going on the I-15 now. He would prefer that there not be tolling on a Federal Interstate. Chris Bridges explained that interstates cannot be tolled but bridge structures can per ADOT; this would not toll individuals, the tolling would be only on the trucking companies.

Chairman Nexsen expressed that tolling would not fix the funding issue right away, and that the tolls would then be tacked on the price of goods.

Chairman Nexsen asked the Executive Board if they wanted to do the I-15 Resolution and what would the Executive Board like the resolution to reflect on the funding.

Member Beaver abstained from commenting and voting since she is the Arizona State Transportation Board Chairman.

Jeanette Buckley stated that there were two resolution examples in the Executive Board Agenda Packets. Sun Corridor MPO's resolution uses the word tolling and WACOG's resolution took out the word tolling. If you wish to approve the resolution with noted changes we can change the resolution and omit tolling.

Member Lane stated that he opposes toll roads; we already pay gas tax and fees to maintain the roads. As far as the I-15 resolution would endorse the resolution with alternate funding sources excluding tolling.

Chairman Nexsen responded that the direction of the Executive Board was to approve the resolution with wording added to the I-15 Resolution excluding tolling.

MOTION

Vice Chairman Johnson made the motion to approve Chairman Nexsen to sign the I-15 Resolution with the noted changes.

Motion was seconded by Member Lane.

VOTE ON MOTION

The vote on the motion was 4 Y's and Member Beaver abstained.

7.2 Discussion and possible action to approve lease agreement between Lake Havasu City and Lake Havasu MPO

Jeanette Buckley explained to the Executive Board that the original lease had a designated office space. With the moving of the LHMPO to the new office space this increased the space with the addition of a storage room. This new square footage gives the opportunity to increase the monthly lease amount for in-kind match. The original lease did not include the use of the color copier or janitorial services. I am requesting that the Executive Board approve the new LHMPO lease. The new LHMPO lease is on the City Council agenda for this evening.

MOTION

Member Lane presented a motion to approve the LHMPO lease as presented.

Motion was seconded by Vice Chairman Johnson.

VOTE ON MOTION

The vote on the motion was unanimous.

7.3 Discussion and possible action for the LHMPO to pursue 5305 grant for a 5307 Transit Plan for Havasu Mobility

Jeanette Buckley indicated that a grant opportunity is available for transit planning. We are asking for a Transit Implementation Plan to look at the possibility to use the 5307 funding. The 5307 funding available to Lake Havasu City is \$776,502. Sarah Allred with ADOT FTA Division stated that it would be possible to find partners to contribute to the 5307 match. This would take the burden off Lake Havasu City to pay the high match. Examples of partners are ASU Havasu, Hospital and other businesses that would benefit use a public transit service. What we are requesting permission to apply for the grant we will be asking for \$100,000 to \$140,000 for the Transit Implementation Plan. I have already discussed the match for this grant with Tabatha Miller, Lake Havasu City Finance Director, and she said Lake Havasu City could make the match amount. What the Transit Implementation Plan will do is show a 5 year, 10 year and 20 year transit plan. Included in the scope of work will be to find partners willing to contribute to the match. This will include what is in the Vision 20/20 plan. We want to start small and build transit back slowly; what the plan will look at starting with the downtown corridor and build it out. The ridership currently is 60 rides a day which has increased with the extended hours from 40 rides a day. This service is currently for veterans, senior citizens, the disabled and low income individuals. Lake Havasu City is not eligible to use the 5307 funding until there is a Transit Plan in place. This is a 2 year process to get the plan done and implement the recommendations.

Chairman Nexsen asked if the Transit Plan would be offering curb to curb. Jeanette Buckley responded that the Transit Implementation Plan will be looking at different scenarios.

Mark Clark indicated that he has talked to Patrick Cipres and looking at the transit system cycle that Lake Havasu City has gone through and, it has gone back to the beginning with just a 5310 program. This gives us an opportunity to look at different transit options that can include fixed routes. We cannot do everything for everyone at once, but by implementing incremental changes that will benefit the community it will be a step into the future. Lake Havasu City is more educated, and knows what will not work. We can direct the consultant in the direction that is best for Lake Havasu MPO region.

Chairman Nexsen indicated that the original fixed route system ended up costing Lake Havasu City \$800,000 out of the general fund for 300 riders. Lake Havasu City is now paying around \$400,000 for the transit program now.

Mark Clark indicated that the Transit Implementation Plan would look at what the current transit needs are and give different options.

Chairman Nexsen asked how do we pay for the Transit Implementation Plan. Jeanette Buckley indicated that it is FTA funding with a match from Lake Havasu City that could be met with in-kind time since it is a public driven study. Lake Havasu MPO can put \$20,000 towards the Transit Implementation Plan.

Member Lane inquired if the grant is just to complete the Transit Implementation study. Jeanette Buckley responded yes it is just to do the plan. Jeanette Buckley indicated that Lake Havasu City is not going to be able to use the 5307 funding until there is a Transit Plan.

MOTION

Member Lane presented a motion to approve Lake Havasu MPO apply for the 5305 grant for the 5307 Transit Implementation Plan.

Motion seconded by Vice Chairman Johnson.

VOTE ON MOTION

The vote on the motion was unanimous.

*7.4 Vote to adjourn to Executive Session under A.R.S. § 38-431.03 (A):

- 1) Discussion or consideration of employment, assignment appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body. (A.R.S. § 38-431(A)(1))

- 1.1) Discussion of the Employment Contract with Vincent Gallegos for the Lake Havasu Metropolitan Planning Organization Manager

Member Beaver indicated that she thought they could go into Executive Session to have a discussion.

Chairman Nexsen stated that unless Member Beaver would like legal advice concerning the Contract for the new LHMPO Manager there is no reason to go into Executive Session.

Member Beaver responded concerning the Employment Contract, the Executive Board was not included in the process of the Employment Contract. Member Beaver wanted to know how the final contract was decided on. Chairman Nexsen stated the contract was based on the direction that was given after the interviews.

Member Beaver requested that the Executive Board go into Executive Session under A.R.S § 38-431(A)(1). Kelly Garry responded that if there were any questions about the Employment Contract and its contents that the Executive Board could go into Executive Session. Member Beaver asked Kelly Garry if she could get legal advice. Kelly Garry indicated that the Executive Board would not be in breach of the Employment Contract at this time since it has not been approved or signed.

MOTION

Member Beaver presented a motion that the Executive Board adjourn for a brief recess. Motion was seconded by Member Lane.

Executive Board reconvened at 3:20 p.m.

- *7.5 Discussion and possible action to appoint Vincent Gallegos as the Metropolitan Planning Organization Manager and approve the Employment Contract contingent on successful completion of the employment background check.

Member Beaver wanted to know what the process was to arrive at the current employment contract. Chairman Nexsen responded that during the interview process with Member Beaver, Chairman Nexsen and Steven Latoski direction was given to LHC Human Resources to start negotiations of the employment contract. The final contract is \$83,000 and \$4,000 moving expenses. This was discussed between LHC Human Resources with the individual.

Member Beaver indicated that her questions were not about the hiring of Vincent Gallegos but the process in regards to the Employment Contract. Where did the direction come to pay the new Manager \$10,000 more than the prior Manager. If a man and a woman are doing the same job then they should be paid the same. Chairman Nexsen agrees but stated that they are not working the same position at the same time; the wage that is being offered at the current market rate.

MOTION

Vice Chairman Johnson presented a motion to approve the MPO Manager Employment Contract to Vincent Gallegos contingent on successful employment background check.

Motion was seconded by Member Beaver.

VOTE ON MOTION

The vote on the motion was unanimous.

8. FUTURE AGENDA ITEMS

No future agenda items were given.

9. UPCOMING MEETING SCHEDULE

- Arizona State Transportation Board Meeting: **September 15, 2017**, Tuba City, AZ
- LHMPPO TAC Meeting: **September 19, 2017, 1:30 p.m.**, 900 London Bridge Rd, Bldg. B, Lake Havasu City, AZ 86404,
- Bicycle Pedestrian Implementation Plan Public Meeting: **September 19, 2017, 6:00 p.m.**, Police Facility Meeting Room, 2360 McCulloch Boulevard N, Lake Havasu City, AZ 86403
- Executive Board Regular Meeting: **TBD**, Lake Havasu City Police Facility Meeting Room, 2360 McCulloch Boulevard N, Lake Havasu City, AZ 86403

10. ADJOURNMENT

Motion to adjourn was presented by Vice Chairman Johnson. Motion was seconded by Member Lane. Vote on motion was unanimous. Meeting adjourned at 3:25 p.m.

**LAKE HAVASU MPO
REQUEST FOR ACTION
OCTOBER10, 2017**

SUBJECT: Discussion and Possible Action to Approve the Joint Project Agreement between the Lake Havasu MPO and the State of Arizona – Arizona Department of Transportation

SUBMITTED BY: Jeanette Buckley, LHMPO Staff

AGENDA TYPE: PUBLIC HEARING

ATTACHMENTS:

JPA 14-0004163-T LHMPO Work Program Agreement

SUMMARY/BACKGROUND:

Annually the LHMPO is required to enter into Joint Project Agreement (JPA) with ADOT in regards to the Unified Planning Work Program (UPWP) aka Work Program and budget. To receive the federal funding, the LHMPO is required to adhere to the stipulations of the JPA. The JPA also identifies the ADOT stipulations.

Staff is requesting the Board approve and Chairman to sign the JPA with ADOT.

ACTION OPTION:

Motion to approve the JPA #14-0004163-T and authorize the Chairman, or in his absence the Vice Chairman, to sign

RECOMMENDATION:

Motion to approve the JPA #14-0004163-T and authorize the Chairman, or in his absence the Vice Chairman, to sign

| | |
|--------------------------------|---|
| CAR Agreement Number | GRT-17-0006569-T |
| AG Contract Number | P0012017003536 |
| Program/Phase Number | PLH1801P; PLH1802P |
| AFIS Vendor Number | PZ000038747 |
| Dun & Bradstreet (DUNS) Number | 079327291 |
| Description | Planning Organization Agreement for Work Program Implementation |
| AFIS GAE Number | LHMPO18WP |

JOINT PROJECT AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-101, § 28-334, § 28-367et seq., is entered into 9/22/2017, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT and authorized to enter into this Agreement under A.R.S. § 28-401; and the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION (LHMPO) herein referred to as the MPO or SUBRECIPIENT. ADOT and the MPO are collectively referred to as the “Parties”, and individually as ADOT, MPO, and “Party”.

RECITALS

- 1) To ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the MPO and ADOT through the sharing of information.
- 2) The Metropolitan Planning Organization (MPO) and its boundaries were designated pursuant to the requirements of Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450 et seq.).
- 3) The MPO is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and supports metropolitan community development and social goals.
- 4) ADOT, a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134); Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450) that includes apportioned federal transportation funds; is a recipient of Federal Highway Administration (FHWA) Planning and Research funds, including State Planning and Research (SPR) funds, Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG) funds, and Federal Transit Administration (FTA) funds that are apportioned per United States Code (49 U.S.C. 5303) and any funds provided to the MPO through ADOT for the purpose of the Work Program and as identified in the Scope as well as any other federal funds specifically identified for transportation planning purposes or over which ADOT has fiduciary responsibility.

| Catalog of Federal Domestic Assistance (CFDA) | | | |
|---|--------|---------------|--|
| CFDA Number | Agency | Grant Program | Title |
| 20.205 | FHWA | all | Highway Planning and Construction |
| 20.505 | FTA | 5304/5305 | Metropolitan Transportation Planning |
| 20.513 | FTA | 5310 | Capital Assistance Program for Elderly Persons and Persons with Disabilities |
| 20.509 | FTA | 5311 | Formula Grants for Other Than Urbanized Areas |

- 5) ADOT is authorized to allocate said funds for all Planning Organizations throughout the State of Arizona.
- 6) The MPO is to be the sub-recipient of Metropolitan Planning Funds (PL Funds) authorized under 23 U.S.C. 104 (f) and 49 U.S.C. 5305 to carry out the provisions of 23 U.S.C. 134/49 U.S.C. 5303. The MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source or by ADOT.
- 7) In accordance with 2 CFR 200.328, ADOT shall monitor all activities performed by its staff or by sub-recipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.
- 8) ADOT has primary responsibility for administering FHWA and FTA funds allocated to the MPO and ensuring that such funds are expended for eligible costs, purposes, and activities in accordance with 23 CFR 420.113, that are allowable per 2 CFR 200 et seq., as adopted or otherwise modified pursuant to 2 CFR 1201 and that are within the MPO planning boundaries.
- 9) ADOT has primary responsibility for administering State Highway User Revenue Funds pursuant to A.R.S. 28.6993(G). In the event that the MPO is to be the recipient of HURF funds, the MPO is responsible for performing relevant responsibilities of the regulations and relevant programmatic requirements established by the funding source, by ADOT, and/or ADOT Policy and Procedure FIN-5.01 HURF Exchange Program.
- 10) 23 CFR 450.314 requires that ADOT and the MPO enter into an agreement clearly identifying the responsibilities for cooperatively carrying out the Metropolitan Planning Process and accomplishing the transportation planning requirements of state and federal law (including but not limited to corridor and subarea studies pursuant to 23 CFR 450.318).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

DEFINITIONS

| TERM | DEFINITION |
|---|--|
| Administrative modification (23 CFR 450.104) | A minor revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that includes minor changes to project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, a re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas). |
| ADOT | Arizona Department of Transportation |
| Allocation | Funds described by the awarding Federal Agency as authorized for ADOT award or expenditure for a particular purpose and the portioned amount granted to the recipient of this Agreement by ADOT for the purpose described by the Agreement. Allocated funds are not available for use until obligated with and approved by the Federal awarding agency. |
| Amendment: Program/Projects (23 CFR 450.104) and Budget Revisions (2 CFR 200.308) | <p>A revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes or changing the number of stations in the case of fixed guide way transit projects). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment in this case is a revision that requires public review and comment and a re-demonstration of fiscal constraint. If an amendment involves “non-exempt” projects in nonattainment and maintenance areas, a conformity determination is required.</p> <p>ADOT extends the same term “Amendment” to major changes to the annual Work Program Budget or Plan. A modification to the Work Program that involves a major change to a project, project costs, initiation dates, design concept or scope, or a change that adds or deletes projects, or is otherwise stipulated as a change requiring approval under 2 CFR 200.308 shall be considered an Amendment for purposes of this Agreement.</p> |
| Asset management (23 CFR 450) | A strategic and systematic process of operating, maintaining, and improving physical assets, with a focus on engineering and economic analysis based upon quality information, to identify a structured sequence of maintenance, preservation, repair, rehabilitation, and replacement actions that will achieve and sustain a desired state of good repair over the lifecycle of the assets at minimum practicable cost. |
| CFR | Code of Federal Regulations available at http://ecfr.gov |
| CMAQ | Congestion Mitigation Air Quality Improvement funds |
| COG | Councils of Government |
| Cognizant Agency | <p>Cognizant agency for audit: The Federal agency designated to carry out the responsibilities described in 2 CFR 200.513 Responsibilities, paragraph (a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit may be found at the Federal Audit Clearinghouse Web site.</p> <p>Cognizant agency for indirect costs: The Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this 2 CFR 200 on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following:</p> <ul style="list-style-type: none"> (a) For IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11. (b) For nonprofit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit |

| TERM | DEFINITION |
|--|---|
| | <p>Organizations, paragraph C.12.</p> <p>(c) For state and local governments: Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1.</p> <p>(d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.</p> |
| (FAST Act) Fixing America's Surface Transportation Act | FAST Act: Fixing America's Surface Transportation Act signed December 4, 2015 (Public Law No. 114-94) provides long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act places focus on safety, keeps intact the established structure of the various highway-related programs, continues efforts to streamline project delivery, and provides a dedicated source of federal dollars for freight projects. The FAST Act, effective October 1, 2015, mandates additional requirements relevant to this Scope. The MPO shall incorporate the requirements as requested or required by ADOT or any applicable agency of the US DOT. |
| FHWA | Federal Highway Administration |
| Financial Plan (23 CFR 450) | Documentation required to be included with a metropolitan transportation plan and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of Federal, State, local, and private revenues and the costs of implementing proposed transportation system improvements. |
| Fiscal Year | State Fiscal Year of July 1 through June 30 of the following calendar year |
| Fiscally Constrained | The metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed" 23 CFR 450.104. The work program must also be fiscally constrained. |
| Fixed Rate Plan | Indirect Cost Plan wherein a fixed rate is agreed to in advance, based on an estimate of future costs, but not retroactively adjusted. Instead, the difference between estimated and actual costs is carried forward to future years. |
| FTA | Federal Transit Administration |
| Grantee / Subgrantee | Grantee is used interchangeably with Recipient; Subgrantee is used interchangeably with sub-recipient. |
| MAP-21: Moving Ahead for Progress in the 21st Century | On July 6, 2012, President Obama signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21) as the federal funding mechanism for surface transportation programs. MAP-21 creates a streamlined, performance-based, and multimodal program to address the many challenges facing the U.S. transportation system. These challenges include improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery. |
| Matching Funds | Monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. |
| Metropolitan Planning Areas | Metropolitan Planning Areas were established by the Governor of Arizona via Executive Order 70-2 dated July 8, 1970. |
| MPO | Metropolitan Planning Organization |
| Obligation | The portion of the allocated funds expected to be expended in the current federal fiscal year for the projects associated with the Agreement. If the estimate changes during the year, the amount designated as obligation with the Federal awarding agency must be adjusted and a time delay may occur for actual availability of funds for use. The obligation for the year cannot exceed the funds allocated for the agency. |

| TERM | DEFINITION |
|--|---|
| OMB | Office of Management and Budget |
| OMB Circular | Available at http://www.whitehouse.gov/omb/circulars_default |
| Pass-Through Entity | A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74). |
| Performance Measure (23 CFR 490.101) | An expression based on a metric that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for flight on-time performance is percent of flights that arrive on time, and a corresponding metric is an arithmetic difference between scheduled and actual arrival time for each flight). |
| Performance Metric (23 CFR 490.101) | A quantifiable indicator of performance or condition |
| Performance Target (23 CFR 490.101) | A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Highway Administration (FHWA). |
| PL | Metropolitan Planning funds |
| Project | The preparation and adoption of the annual Work Program for the planning area which is supported by federal funds and/or the completion of the elements defined within the Work Program. |
| Recipient | The agency receiving funds directly from a federal funding source. All requirements placed on the recipient by the federal awarding agency, statute, rules, or directives are passed on to the sub-recipients of that funding. |
| Revision | Changes that move funds around within a budget without changing scope, elements, or tasks and that do not modify the final total budget amount. |
| Single Audit, Scope | Any agency expending \$750,000 in federal funds must be audited annually. Pursuant to 2 CFR 200.514, a single audit must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); cover the entire operations of the auditee or include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period; and provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit. |
| SPR | State Planning and Research funds |
| STBG | Surface Transportation Block Grant funds |
| (STIP) State Transportation Improvement Program (23 CFR 450) | A statewide prioritized listing/program of transportation projects covering a period of 4 years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53. |
| Sub-recipient | The legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided. Any person or government, department, agency, establishment, for-profit or not-for-profit (non-profit) organization that receives federal funds through ADOT. |
| Task | A specific task within a work element. For example: A Work Element might be "Data Collection" whereas a task under that element would be "Traffic Counting" |
| (TIP) Transportation Improvement Program (23 CFR 450) | A prioritized listing/program of transportation projects covering a period of 4 years that is developed and formally adopted by an MPO or MPOs as part of the metropolitan transportation planning process for the MPA, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. chapter 53. |
| (UPWP) Unified Planning Work Program (23 CFR 450) | A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds. (MPD uses "WP" to refer to the annually-required work program in this Agreement.) |
| U.S.C. | United States Code – available at: http://www.gpo.gov/fdsys/ |

| TERM | DEFINITION |
|-------------------------------|---|
| Work Element | A broad category of work. For example: "Public Participation", "Data Collection", or "Planning" represent work elements. |
| (WP) Work Program / Work Plan | The annual plan developed in cooperation with ADOT that lists all planning work elements and tasks to be undertaken during a State fiscal year, together with a complete description thereof and an estimated budget. |

RESPONSIBILITY MATRIX for TIMED EVENTS

| RESPONSIBILITY MATRIX FOR TIMED EVENTS | | | | |
|---|------------|-------------|--|--------------------------|
| Due Date | MPO | ADOT | TASK | REFERENCE |
| 3/31 | X | | Complete Annual Audit of prior year & Submit Report | Section 6.0 (b) & (d) |
| 4/1 | X | | Submit Annual Indirect Cost Plan | Section 5.0 (g) |
| 5/15 | X | | Submit 1 electronic copy and 1 hard copy of Board Approved WP to ADOT Regional Planner | Section 3.0 |
| Prior to 6/30 | X | X | Execute Amendment to Extend Agreement | Section 29.0 |
| 7/1 | X | X | Close and complete prior year WP | Section 1.0 |
| 8/15 | | X | Commence Project Close Out | Section 7.0 (e) |
| 9/10 | | X | Complete Project Close Out | Section 7.0 (e) |
| 2 Weeks Prior to Annual WP Meeting | X | | Submit WP draft to ADOT Regional Planner | Section 3.0 |
| Monthly or Quarterly | X | | Submit Invoice & Progress Report | Section 7.0 (a)(1) & (2) |
| Quarterly | X | | Submit notice of no activity if applicable | Section 7.0 (a)(3) |
| 5 Business Days of Disclosure | X | | Notify ADOT of disclosed Prohibited Interest | Section 14.0 |
| 30 Days | | X | Issue payment or request for additional support within 30 days of receipt of invoice | Section 7.0 (b) |
| 30 Days | X | | Comply with request for additional invoice support | Section 7.0 (b) |
| 30 Days | X | X | Resolve Reconciliation Variances | Section 7.0 (d) |
| Within 30 Days of Receipt | | X | Notify MPO of federal determination | Section 28.0 |
| 45 Days After WP Period | X | | Submit FINAL Invoice | Section 7.0 (e) |
| 90 days of expiration or termination of grant | | X | Submit all financial, performance and related reports for the MPO to the respective Federal Agency | Section 7.0 (e) |
| Annually | | X | Submit FTA Certifications and Assurances to MPO | Section 28.0 |
| Within 90 days of Annual Notification | X | | Sign, Affirm, and Return FTA Certifications and Assurances | Section 28.0 |

Section 1.0 SCOPE OF WORK

(a) Metropolitan Transportation Planning and Programming

The MPO shall perform designated requirements under 23 CFR 450 et seq. For example: the MPO shall develop a metropolitan transportation plan according to the requirements of 23 CFR 450.324 that includes a financial plan 23 CFR 450.324(g)(11), and shall establish a metropolitan TIP (23 CFR 450.326). The requirements under 23 CFR 450 et. seq. are incorporated herein by reference.

The MPO shall perform designated responsibilities from 23 USC et seq., 49 USC et seq., ARS 28-6993, and any other funding source when funding is allocated from such sources in the approved Work Program. By including a funding type in the Work Program budget, the MPO agrees to adhere to the requirements of each funding type and to perform all designated responsibilities of that funding type. The HURF program is provided here as an example of requirements that may exist. The HURF program derives from ARS 28-6993. However, ADOT Policy FIN-5.01 HURF Exchange Program establishes the requirements for such funding. In the event the MPO accepts an award of HURF funds or uses HURF funds as a source of funding for a project in the WP, the MPO agrees to adhere to the requirements of that policy.

The MPO shall adhere to relevant requirements from the agreements between ADOT and FTA or FHWA, as modified from time-to-time, or provide ADOT with relevant information, data, or reports to aid in ADOT's compliance. The FTA Master Agreement may be located at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>. The FHWA Stewardship Agreement may be located at <https://www.fhwa.dot.gov/federalaid/stewardship>.

In the event that the MPO determines that it shall not follow any requirements established by optional funding sources, the MPO shall request an amendment to the Work Program to remove that funding source and/or its funded Projects. In the event reimbursements have already been issued from that funding source, 100% of those reimbursements must be returned to ADOT at the time of amendment request. The MPO may not request removal of funding sources mandated by its designation as an MPO and may not refuse to perform any associated requirements.

(b) Annual Work Program

The Project under this Agreement is defined as the preparation and adoption of the annual Work Program (WP) for the Metropolitan Planning Area which is supported by federal funds. The WP is the annual plan developed in cooperation with ADOT and public transportation providers, that lists all planning work elements and tasks to be undertaken during a fiscal year, together with a complete description thereof, the expected start and completion dates, and an estimated budget, as required by 23 CFR 450.308.

The WP shall include the major work elements the MPO proposes to undertake. Some examples include, but are not limited to: a fiscally constrained Transportation Improvement Program (TIP), Long Range Transportation Plan, data collection for the Highway Performance Monitoring System, a Public Participation Plan, and planning studies. Additional elements related to: transit, energy, programs that encourage and promote the safe and efficient development, management, and operation of surface transportation systems to serve the mobility needs of people and freight (including accessible transportation facilities) and foster economic growth and development while minimizing transportation-related fuel consumption and air pollution, greenhouse gases, Title VI, and air quality should be included when federally mandated or mutually agreed upon.

The WP shall include an organizational chart describing the functional relationship of MPO Employees. Other organizational information related to member agencies, fiscal agent, legal counsel, governing committee structure, operational procedures, and bylaws shall be available to ADOT upon request.

The WP will include a detailed description of all equipment to be procured during the current period with a purchase price of \$5,000 or greater. Any additional equipment of \$5,000 or greater to be procured throughout the current WP period will require advanced written approval from ADOT, FHWA, and FTA.

Approval shall consist of approval of each annual WP by the appropriate funding agency, including ADOT, FHWA, FTA, and the MPO Governing Board. Individual work elements or tasks of the WP, although accepted by the federal funding agencies, may be subject to further applicable conditions outlined in federal statute, regulations, or guidance; state statutes, regulations, or rules; or additional guidelines or guidance provided by ADOT.

The approval for any specific WP extends for only a one- fiscal year period for which the WP was developed in accordance with Federal requirements.

Portions of the WP not completed during the indicated fiscal year are not eligible for funding, unless specifically included as a project in the succeeding WP. Funding will be authorized on an annual basis.

The effective date of each WP will be July 1 of each year and be in effect for a twelve (12) month period. On July 1, the WP shall constitute a new WP and the previous WP shall be completed and closed.

The MPO shall commence, carry on, and complete the WP with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities.

The MPO shall submit to ADOT such data, reports, records, contracts, and other documents relating to its performance as a Metropolitan Planning Organization as ADOT, the current Federal funding legislation, FHWA, and/or FTA may require.

(c) Performance Provisions and HPMS Data Collection

Pursuant to 23 CFR 450.314(h), the MPO, the State, and providers of public transportation shall develop specific written provisions for cooperative development and sharing of information related to transportation performance data, the selection and reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the MPOs designated region, and the collection of data for the State asset management plan for the National Highway System.

ADOT acknowledges and accepts the responsibility for data accuracy and timely reporting of Highway Performance Monitoring System (HPMS) data under State Statute and Federal Regulations and Policy. This does not limit the necessary MPO participation in either the data collection process or meeting reporting requirements requested by the State. In the interest of potentially increasing the distribution of FHWA funding to the State; and in the spirit of the cooperation described in 23 USC 134 and 23 CFR 450 et seq., including but not limited to promoting consistency between transportation improvements and State and local planned growth, enhancing the integration of connectivity of the transportation system across and between modes, providing successful, cohesive, long-range transportation plans, the MPO shall coordinate with ADOT to facilitate the collection of HPMS data as described on the ADOT Multimodal Planning Division Data Analysis Section website: <http://www.azdot.gov/planning/DataandAnalysis>. Such data shall be reported in the Transportation Data Management System (TDMS) on at least a monthly basis in the form of raw data from traffic counting devices. Reporting shall be a collaborative effort among ADOT, the MPOs member local public agencies, and the MPO. To facilitate this requirement, ADOT shall schedule training sessions and provide ad-hoc support as needed.

(d) Requirements for Pass-Through

In the event that the MPO passes through funds to another entity, the MPO is responsible for meeting the requirements of 2 CFR 200.331.

Section 2.0 WORK PROGRAM BUDGET

The WP Budget shall consist of a statement that includes federal, state, local, and other funding sources by work element and task. The MPO shall maintain said WP Budget, carry out the WP, and shall incur obligations against and make disbursements of WP funds only in conformity with the latest approved budget for the WP. As so stated, the approved amount for each specific work element and task shall be consistent with the budgeted amount as defined in the WP.

Revisions to the WP Budget may occur periodically and must be made in accordance with 2 CFR 200.308. Revisions to the work program may also require revisions to the STIP, TIP or other requirements relative to 23 CFR 450. However, every revision of the work program may not require formal amendments. Revisions that do not modify the ADOT, FHWA and FTA approved WP final total budget or the overall scope of approved work plan elements or tasks are defined by 23 CFR 450 as “Administrative Modifications”.

ADOT, FHWA, and FTA shall be notified of all revisions prior to approval by the MPO.

Changes in the scope of an approved work program element or task and additions or deletions of funds which change the total funding of an approved task shall be considered “amendments” requiring the MPO to obtain prior approval in accordance with 2 CFR 200.308. Pursuant to 2 CFR 200.308(e) and FHWA, the transfer of funds among direct cost categories or programs, functions, and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency are restricted.

The MPO will submit the revised work plan to the ADOT Regional Planner in writing electronically or by mail summarizing the requested modifications. ADOT will notify FHWA and FTA of the respective modification and advise the MPO of final disposition within 10 days of notice from FHWA or FTA.

A request for prior approval of any budget revision will be in the same budget format (2 CFR 200.308.h) and shall be accompanied by a narrative justification for the proposed revision.

A request for prior approval under the applicable Federal cost principles may be made by letter. A request by the MPO for prior approval will be addressed in writing to ADOT. The awarding agency will promptly review such request and shall approve or disapprove the request in writing.

The MPO shall limit the total amount of funds programmed in the WP for the fiscal period to the following:

- (1) Funds allocated to the MPO for the subject fiscal period from all sources;
- (2) Any unspent funds that had been approved in the previous fiscal period for which final billing had not been received.

The value of third party in-kind contributions may be accepted as the match for federal funds, in accordance with the provisions of 2 CFR 200.306 and 2 CFR 200 Subpart E. ADOT requires match to be applied on specific work elements or tasks. The amount of in-kind contributions shall be identified in the WP and be accompanied by a narrative description of the service being provided in addition to identification of the organization that will be providing the service and the source of valuation for the dollars attributed to such service.

Section 3.0 WORK PROGRAM APPROVAL AND TIMELINES

Prior to MPO Board approval of the WP, the MPO will submit a draft copy to the ADOT Regional Planner for review and comments to be incorporated into the WP two weeks prior to the annual Work Program meeting.

The MPO shall submit one hard copy and one electronic copy of the Board approved WP to the ADOT Regional Planner on or before May 15th. ADOT will submit the MPO WP with the State WP to FHWA and FTA for approval.

The MPO may not incur any costs for work outlined in the WP or any subsequent amendments prior to receiving written approval from ADOT, FHWA, and FTA. Any costs incurred prior to receiving written approval from ADOT for State funds shall not be eligible for reimbursement. Any costs incurred prior to receiving written approval from the federal awarding agency shall not be eligible for reimbursement from federal funds in accordance with 2 CFR 200.458. For funds to be available for use by July 1st, the MPO shall include the fund authorization request letter with the submission of the approved Work Program.

Section 4.0 RIGHTS OF REVIEW

As required by 2 CFR 200.336, ADOT, FHWA, and FTA shall have the right to access and review the work (and approval or concurrence as appropriate), including, but not limited to: the WP, the Transportation Improvement Program (TIP), the Long-Range Transportation Improvement Plan, all technical reports, the annual report, and all planning data prepared by the MPO. If ADOT, FHWA, and/or FTA finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are not conducted in accordance with approved Work Programs, or work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), ADOT, FHWA, and/or FTA may use the enforcement actions contained in 2 CFR 200.338 to remedy the situation and any other appropriate remedies available at law.

Section 5.0 ACCOUNTING RECORDS

(a) Establishment and Maintenance of Accounting Records.

The MPO shall implement strong internal controls for accounting and compliance with grant/funding terms and conditions and ensure that its financial management system and any other system used for documentation or compliance is appropriate to implement the Work Program. The financial management systems must comply with all the requirements of 2 CFR 200.302.

The MPO shall establish separate Project Accounts for each work element and task of the Work Program Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Work Program Budget. The Work Program Budget and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by ADOT, FHWA, and FTA or the Comptroller General of the United States in accordance with the requirements of 2 CFR 200.336.

(b) Funds Received or Made Available for the Work Program

Pursuant to the requirements of 2 CFR 200.307, the MPO shall record in the Project Account all payments received by it from ADOT pursuant to this article and all other funds provided for, accruing to, or otherwise received on accounts of the WP, which ADOT payments and other funds are herein collectively referred to as WP Funds.

(c) Costs Incurred for the Project

The MPO shall charge to each Project Account all eligible costs of the WP. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of ADOT, FHWA, and FTA shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 2 CFR 200.402 through 2 CFR 200.414 and 2 CFR 200.420 through 2 CFR 200.475.

(d) Documentation of Work Program Costs

All costs charged to the WP including any approved services contributed by the MPO or others, shall be supported as required by 2 CFR 200.302 (b)(3) and 2 CFR 200 et seq.

(e) Documentation of Matching Funds

Match is defined as monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. Most federally-funded programs cannot use federal funds to provide match but certain exceptions exist to that stipulation. The MPO is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Project. The MPO shall maintain records of verifiable matching funds and verifiable third party in-kind contributions as required by 2 CFR 200.306 and 2 CFR 200.302. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees or cost-type contractors. These records must explain and demonstrate how the value placed on each third party in-kind contributions was derived.

(f) Checks, Orders, and Vouchers

Any check or order drawn by the MPO with respect to any item which is or will be chargeable against the Work Program will be drawn only in accordance with a properly signed voucher then on file with the MPO stating in proper detail the purpose for which such check or order is drawn. Signed vouchers shall incorporate the certification requirements pursuant to 2 CFR 200.415. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the WP shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

(g) Indirect Costs

If the MPO desires to be reimbursed for indirect costs, the MPO must prepare an indirect cost rate proposal and related documentation to support those costs. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. If the MPO does not receive more than \$35 million in direct Federal funding, the MPO must develop an indirect cost proposal in accordance with the requirements of 2 CFR 200 Appendix VII and maintain the proposal and related supporting documentation for audit pursuant to 2 CFR 200.333 and submit the proposal to the cognizant agency for indirect costs if required by the cognizant agency to do so.

Pursuant to 2 CFR 200 Appendix II.D.1.d, indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

As a council of governments, even if the MPO is incorporated as a nonprofit corporation under state law, 2 CFR 200 Appendix IV is not applicable. If the MPO receives only pass-through funds, ADOT will be responsible for negotiating and/or monitoring the MPOs indirect costs pursuant to 2 CFR 200 Appendix VII.D.1.b. The cognizant agency for indirect costs will review indirect costs proposals within a reasonable amount of time. The cognizant agency for indirect costs will review central services proposals within six months of receipt of the proposal and either negotiate/approve the proposal or advise the MPO of additional documentation needed to support/evaluate the proposed plan or the changes required to make the proposal acceptable.

After the plan has been approved by the cognizant agency (if required) the MPO must submit the approved plan to ADOT for review. ADOT reserves the right to respond with questions or concerns about the submitted plan, and to

request resolution of errors. In the event that ADOT will act as the approver of the plan, ADOT will review the plan in detail following a similar review as completed by federal agencies. The Plan will establish the rate used for billing indirect costs. ADOT will not reimburse the MPO for indirect costs if an Indirect Cost Plan is not in place.

Section 6.0 AUDIT

The administration of resources awarded by ADOT to the MPO may be subject to audits and/or monitoring by ADOT, as described in this section.

(a) Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq., monitoring procedures may include, but not be limited to, on-site visits by ADOT staff or designees, limited scope audits as defined by 2 CFR 200 et seq. and/or other procedures. By entering into this Agreement, the MPO agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by ADOT staff to the MPO regarding such audit. The MPO further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG), and ADOT's Financial Management Services.

It is the responsibility of the MPO to monitor their sub-recipients.

b) Federally funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in 2 CFR 200 Subpart F, et seq.) are to have audits done annually using the following criteria:

1. In the event that the MPO or their sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the MPO and the sub-recipient must have a Single Audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq. Any non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503: Relation to Other Audit Requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, the State, ADOT, and the Government Accountability Office (GAO). In determining the Federal awards expended in its fiscal year, the MPO and sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, et seq. An audit of the MPO conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions 2 CFR 200 Subpart F, et seq. will meet the requirements of this part.
2. In connection with the audit requirements, the MPO shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.
3. If the MPO expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from MPO resources obtained from other than Federal entities).
4. If the MPO is exempt from the Federal audit requirements, pursuant to 2 CFR 200.501(d), records must be available for review or audit by appropriate officials and an annual financial report must be submitted to ADOT MPD Finance.

5. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.
6. In compliance with 2 CFR 200.507, et seq., the audit shall be completed and the report must be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months of the end of the audit period.

(c) Other audit requirements

The MPO shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the MPO fails to take corrective action, ADOT will make a determination to:

1. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the MPO of disallowed costs, or
2. ADOT may take other action as determined appropriate.

If the MPO has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved in accordance with the section titled *REQUISITIONS AND PAYMENTS: Billing Limitation and WP Closeout* of this Agreement. Access to WP records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(d) Report submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., and required by this section titled AUDIT and/or the section titled REQUISITIONS AND PAYMENTS of this Agreement shall be submitted when required by 2 CFR 200 Subpart F, et seq., directly to each of the following:
 - a. ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007
 - b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c. The Federal Highway Administration at the following address:

Federal Highway Administration, Arizona Division
4000 North Central Avenue, Suite 1500
Phoenix, AZ 85012-1906

- d. Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F, et seq.
- 2. Copies of written communication between the MPO and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled *AUDIT* of this Agreement shall be submitted by or on behalf of the MPO directly to:
 - a. ADOT at the following address:

Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007
 - b. Any written communication required to be submitted to ADOT pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, et seq.
 - c. MPO's, when submitting financial reporting packages to ADOT for audits done in accordance with 2 CFR 200 Subpart F, et seq. should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.

(e) Record Retention

The MPO, along with their sub-recipients, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow ADOT, FHWA, and FTA or its designee, access to such records upon request. The MPO shall ensure that audit working papers are made available to ADOT, FHWA, and FTA, or its designee, upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by ADOT.

Section 7.0 REQUISITIONS AND PAYMENTS

(a) Actions by the MPO In order to obtain any payment, the MPO shall:

- (1) Submit no more than monthly and no less than quarterly to ADOT MPD Finance and Administration Mailbox: MPDInvoice@azdot.gov its payment requisition in the format provided by ADOT in Exhibit A, as amended from time to time, and such other data pertaining to Project Accounts and the WP as ADOT, FHWA, and FTA may require, to justify and support the payment requested. All projects must reflect reimbursements within each calendar quarter. If the MPO chooses to invoice on a quarterly basis only, invoices shall be submitted no later than the 15th day of the third month of each calendar quarter. The purpose of this requirement is to ensure that a payment occurs at a minimum each quarter. Funds not processing payments on a quarterly basis become inactive and may be forfeited. Thus, for those subrecipients who chose to invoice quarterly, adjustments may be made for the prior quarterly invoice period on the next quarterly invoice submission.
- (2) Project-appropriate expenses and costs associated with the Approved Work Plan and the Approved Budget must be supported by receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E – Cost Principles, 2 CFR 200 et seq., and ADOT, as appropriate. All support documentation must be dated within the Work Program's fiscal year (except the final closeout invoicing as described in this Agreement) to be considered eligible. The SUBRECIPIENT may not incur any costs for work outlined in any amendment prior to receiving approval of that amendment. Any costs incurred prior to receiving such written document shall not be eligible for reimbursement in accordance with 2 CFR 200.458.

System-generated ledger report(s) that includes proof of payment (such as check number and date paid) must be submitted with the reimbursement request. Except for travel receipts, detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to ADOT unless and until requested.

(3) The MPO shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its sub-recipients. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq. and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

The narrative progress report shall describe the work and products accomplished which adequately justify and support the payment requested;

Project Summary. A tabular summary must be submitted with the Progress Report that lists all work elements / projects of the WP showing the budget of that item, every funding source contributing toward completing that item, the amounts billed to date, the total remaining work element/project balance, and the percent billed. Refer to Exhibit A examples. This report is designed to indicate each work element/project in the Work Program, and all of its funding sources for the entirety of the project. This report is intended to demonstrate the progress of a project across all funding sources, not only those funds administered by ADOT to ensure that funds distributed through ADOT result in completed projects. Each project must be reflected on this report for the duration of the Work Program.

(4) If no costs were incurred in the quarter, submit a statement to the ADOT Liaison so indicating but be aware that projects deemed inactive or not showing any forward progress may be in jeopardy of losing funding pursuant to federal rules and/or ADOT policy.

(5) Comply with all applicable provisions of this Agreement.

(6) **Certifications Required:** As required pursuant to 2 CFR 200.415 to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the MPO, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

(7) **Financial Management:** The MPOs financial management systems must comply with all the requirements of 2 CFR 200.302.

(b) ADOT's Obligations

Subject to other provisions hereof, ADOT will approve and honor such requisitions in amounts deemed proper in accordance with 2 CFR 200 et seq. to ensure the implementation of the WP and will reimburse eligible costs thereof in accordance herewith.

In accordance with 23 U.S.C. 104 and specific guidance from ADOT, FHWA and FTA, ADOT will reimburse the MPO for actual expenses incurred by the MPO in furtherance of the WP. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., and ADOT, as appropriate, and be accompanied by reporting of work accomplished by the MPO as described in the narrative progress report.

ADOT will reimburse the MPO no later than 30 days from receipt of the request for reimbursement from the MPO. If ADOT believes the MPO did not provide adequate supporting documentation for reimbursement claims ADOT will reject the invoice, which will require resubmission by the MPO.

Notwithstanding any other provision of this section, ADOT may, by providing written notice, elect not to make a payment in the event of:

(1) Misrepresentation: The MPO made a misrepresentation of a material nature in its WP, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;

(2) Litigation: There is then pending litigation with respect to the MPO's performance of any of its duties or obligations which may jeopardize or adversely affect the WP, this Agreement, or payments to the MPO;

(3) Concurrence by ADOT: The MPO has taken any action pertaining to the WP which requires the prior approval of ADOT, FHWA, and FTA or has made related expenditures or incurred related obligations without having been advised by ADOT, FHWA and , FTA that the same are approved and satisfactory;

(4) Conflict of Interests: The MPO has violated any of the conflict of interest provisions of this Agreement.

(c) Disallowed Costs

In determining the amount of the payment, ADOT will exclude all WP costs incurred by the MPO prior to the effective date of this Agreement, costs incurred by the MPO which are not provided for in the latest approved Work Program Budget, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by ADOT.

It is agreed by the MPO that where official audits or reviews disclose that the MPO has been reimbursed by ADOT for ineligible work, under applicable federal and state regulations, that the value of such ineligible items will be deducted by ADOT from subsequent reimbursement requests following determination of ineligibility. Upon receipt of a notice of ineligible items the MPO may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by ADOT, and the MPO will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the MPO agrees to promptly reimburse ADOT within 30 days for any and all amounts for which ADOT has made payment to the MPO if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the MPO. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency or ADOT.

The MPO agrees that ADOT may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the MPO is not received by ADOT after the 30th day from the written notice from ADOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by ADOT.

(d) Reconciliation Process

The form shown in Exhibit A consists of the Billing Summary / Reimbursement Request, Subrecipient Project Summary, and the narrative progress report along with any required supporting documentation will be used as the tool to ensure that all invoices have been properly accounted for by both parties and to ensure both parties are in agreement as to the remaining balances for each work element and funding source. If there are variances, ADOT and the MPO shall research and resolve the variance within 30 days. The MPO shall be responsible for providing any necessary supplemental information to reconcile variances.

(e) Billing Limitation and WP Closeout

The MPO shall submit to the ADOT MPD Finance & Administration invoices and documents necessary for the close out of the WP. Final invoices are due to ADOT no later than 45 days after the WP period. If an MPO anticipates that it will not have its final invoices submitted to ADOT in time to allow the closeout process to commence by August 15th and be completed by September 10th, the MPO shall notify ADOT in writing. ADOT will accept no further billings for work accomplished on the work element or - task as defined in the WP after the 45-day period unless a time extension has been requested by the MPO and approved by ADOT.

In accordance with 2 CFR 220.343, within 90 days of the expiration or termination of the grant of funds for a WP, ADOT will submit all financial, performance and related reports for the MPO to the respective Federal Agency. After the WP has been closed, ADOT will de-obligate and re-obligate those funds to reflect the use of those funds in the new program year. ADOT will provide a copy of the de-obligation and re-obligation authorization within 10 business days after receipt from the federal agency.

The MPO understands that if it fails to timely perform its obligations, or in a timely manner submit invoices and documents necessary for the close out of the WP, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds and ADOT will have no obligation to provide funds from other sources. The MPO agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the MPO will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

(f) Availability of Funds

Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

(g) Lapsing Funds

When funds are approaching expiration, ADOT will work in collaboration with the MPO to obligate the funds and enable expenditure prior to expiration. However, in accordance with FTA Circular 9030.1C, Chapter IV, 6a, 5307 Grant Program funds remaining available for obligation 90 days prior to the expiration of their period of availability (year for which apportioned plus three) may be used by ADOT in any area within the state without prior consultation.

Section 8.0 PROCUREMENT, FIXED ASSETS, TRAVEL

(a) Procurement Policy

Pursuant to the authority granted in 2 CFR 1201.317 for States to determine the policies and procedures for sub-recipients of the State to follow when procuring property and services under a Federal award, ADOT Multimodal Planning Division herein establishes this procurement rule:

1. If the sub-recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the sub-recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then the federal requirement shall apply.

2. If the sub-recipient has completed procurement self-certification processes through ADOT, the sub-recipient shall follow the certified procurement rules except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then the federal requirement shall apply.
3. All other sub-recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq, except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then the federal requirement shall apply..

The MPO certifies that all procurement related to the WP and/or this Agreement shall include a fully executed contract with its vendor prior to incurring expenditures for that procurement and shall comply with all applicable federal, state, local, and tribal regulations.

Post award, the DBE System "contract number" shall be reported to the ADOT MPD Contracts Program Manager and the ADOT Liaison.

In addition to other clauses required throughout this Agreement or by State law, the MPO shall include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

1. The requirements in 2 CFR 200.326,
2. The requirements in 2 CFR 200 Appendix II,
3. FHWA funded procurements/contracts located at:
www.fhwa.dot.gov/programadmin/contracts/core02.cfm and
www.fhwa.dot.gov/construction/cqit/form1273.cfm and
<http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>, as revised from time to time,
4. FTA funded procurements/contracts: Circular 4220.1F – Third Party Contracting Guidance or its Appendix D, as revised from time to time, available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>. Procurement Pro from National RTAP can be a good resource for the required federal language except that the State DBE and Title VI required language must also be included. Using Procurement Pro does not relieve the sub-recipient from the responsibility of ensuring that all the terms and conditions are complete and in compliance with Federal, State, and Local regulations.
5. Any requirements established by a particular funding stream, program, or in funding agency guidelines
6. Provisions for Prompt Payment deadlines. The funding in this Agreement includes reimbursement of expenditures necessary to accomplish the work program. Payment may not rely on receipt of funds from ADOT before paying vendors/contractors/consultants.

(b) Use, and Disposition of Real Property and Equipment

The procurement, use, and disposition of real property and equipment shall be consistent with the approved WP and in accordance with the requirements of 2 CFR 1201.313, 2 CFR 200.313, and ADOT Policy FIN-11.08; Federal Property Management Standards which is herein incorporated by reference and made a part of this Agreement. The MPO agrees to inventory, to maintain records of and to insure the proper use, control, and disposal of all property, equipment, computer hardware, and furniture, acquired pursuant to funding under this Agreement.

(c) Travel

All travel for the MPO and its Vendors funded through the WP Projects must comply with the State policies for Travel. In the event the MPO chooses to reimburse vendors or employees at rates higher than those authorized in State travel policy, when submitting travel reimbursement requests, each receipt must indicate the amount excluded from the reimbursement request. The MPO may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by the MPO consistent with and in support of identified work tasks contained within the approved WP. The WP shall contain an estimated travel schedule for planned or

anticipated out-of-state travel. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, Vendor Travel, Section 50.95 Reimbursement Rates available at <https://gao.az.gov/publications/saam>. The MPO shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to vendors or other non-ADOT-employees must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.

The Director of the MPO, or the person or office to whom such authority may be delegated in writing by the Director, may approve lawful and justifiable travel requests submitted by the MPO's staff subject to the availability of funds when such travel furthers the interests of the MPO and the purposes of this Agreement.

The Director of the MPO, or the person to whom such authority may be delegated in writing by the Director, shall approve requests for reimbursement of travel expenses incurred pursuant to an approved travel request for lawful expenses incurred by the traveler. Reimbursement of lawful travel expenses incurred by members of the MPO shall be from funds made available to the MPO for travel expenses incurred in the performance of this Agreement, subject to the availability of funds.

Section 9.0 CONTRACTS OF THE MPO

When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the MPO and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

Section 10.0 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".

Section 11.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The MPO (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, age, sex or disability 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 the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The MPO shall also incorporate and comply with the terms and conditions established in Appendix A. Appendix B is incorporated as referenced in Appendix A.

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the MPO is herein notified of such. Additionally, the consultant shall include the following information in each of its agreements/contracts associated with the WP.



Arizona Department of Transportation

Title VI/Non-Discrimination Assurances

The **Arizona Department of Transportation** (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 the **Federal Highway Administration**, 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 Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 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 **Appendix A and E** 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 transference 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, **Arizona Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration's* 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*. You must keep records, reports, and submit the material for review upon request to the *Federal Highway Administration*, 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.

Arizona Department of Transportation 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*. 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.

Arizona Department of Transportation
John S. Halikowski
(Name of Recipient)
by 
(Signature of Authorized Official)

DATED 11/17/14



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, the *Federal Highway Administration*, 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 or the *Federal Highway Administration* 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 or the *Federal Highway Administration*, 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* 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 or the *Federal Highway Administration* 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 Arizona Department of Transportation 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 the *Federal Aid Highway Program*, and the policies and procedures prescribed by the *Federal Highway Administration* of 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 Arizona Department of Transportation 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 Arizona Department of Transportation 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 Arizona Department of Transportation, its successors and assigns.

The Arizona Department of Transportation, 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 Arizona Department of Transportation 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 Arizona Department of Transportation 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, Arizona Department of Transportation 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, Arizona Department of Transportation 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 Arizona Department of Transportation 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 **Arizona Department of Transportation** 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, **Arizona Department of Transportation** 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, **Arizona Department of Transportation** will there upon revert to and vest in and become the absolute property of **Arizona Department of Transportation** 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.*).

Section 12.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The MPO as a subrecipient receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT

Non-Discrimination

The MPO will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the MPO will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, national origin, age, or disability.

DBE Program Compliance Required Activities

All ADOT Subrecipients/Subgrantees shall designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan, related procedures and contract specifications. Each Subrecipient/Subgrantee must do a minimum of the following:

- 1) Affirm and consent by signing ADOT's Subrecipient/Subgrantee DBE Compliance Statement, or Certification Acceptance Agreement, assuring its adherence to ADOT DBE Program Plan and concomitant procedures.
- 2) Follow the same guidelines, procedures, and use the contract specifications and forms developed by ADOT to implement its DBE program.
- 3) Participate in training conducted by ADOT related to DBE requirements and program regulations
- 4) Require firms that work on DOT-assisted contracts to register and secure an AZ UTRACS registration number via the AZ UTRACS web portal
- 5) Encourage small firms to register as an SBC via the AZ UTRACS web portal.
- 6) Utilized certified DBEs found in the AZ UTRACS web portal.
- 7) Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
- 8) Include DBE contract goal as provided by ADOT in FHWA contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
- 9) Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
- 10) Notify the ADOT PM and ADOT BECO in writing immediately following bid opening of a DOT-assisted design or construction project if the apparent low bidder or selected consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
- 11) Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.

12) Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT Business Engagement and Compliance Office in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at:

<http://azdot.gov/docs/default-source/default-document-library/2017-mpo-checklist---ps-final-2-7.pdf?sfvrsn=0>

13) Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.

14) Enter contract award, DBE commitment/information, prime payments, and other requested data in the LPA DBE tracking system in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at:

<http://azdot.gov/docs/default-source/default-document-library/2017-mpo-checklist---ps-final-2-7.pdf?sfvrsn=0>

15) Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com

16) Monitor and enforce that contractors enter and report payments monthly in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced.

17) Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.

18) Conduct site reviews to ensure all DBEs are meeting a Commercially Useful Function on each DOT-assisted contract.

19) Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.

20) Monitor DBE utilization on projects and notifying ADOT BECO as soon as Subrecipient/Subgrantee is aware of a potential issue that may affect DBE commitments made at award.

21) Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD Liaison/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

22) Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.

22) Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year in order for ADOT to prepare for the Semi-Annual report. ADOT reserves the right to audit Subrecipients/Subgrantees contract compliance procedures and project files and conduct onsite reviews to ensure compliance with DBE regulations.

Section 13.0 DEBARMENT/SUSPENSION

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The MPO agrees to comply, and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The SUBRECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System available at ... before entering into any contracts.

Section 14.0 PROHIBITED INTERESTS

Neither the MPO nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the WP or any property included or planned to be included in the WP, in which a member, officer, or employee of the MPO either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the MPO,, the MPO may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the MPO or the locality relating to such contract, subcontract, or arrangement. The MPO must disclose any such interest to ADOT within five business days of receipt of disclosure.

The MPO shall insert in all contracts entered into in connection with the WP or any property included or planned to be included in any WP, and shall require its contractors to insert in each of their subcontracts, the following provision:

"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 contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the MPO and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Pursuant to 2 CFR 1201.112, the MPO shall disclose in writing any potential conflict of interest to ADOT, who shall inform the Federal awarding agency in accordance with applicable Federal awarding agency policy.

Section 15.0 GRATUITIES

Employees of the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the MPO under this Agreement.

Any person doing business with, or who may do business with the MPO under this Agreement may not make any offer of benefits, gifts, or favors to the MPO employees. Failure on the part of the MPO to adhere to this policy may result in termination of this contract.

Section 16.0 BONUS OR COMMISSIONS

By execution of this Agreement, the MPO represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

Section 17.0 CONFLICT AND DISPUTE RESOLUTION PROCESS

The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for ADOT - the Multimodal Planning Division Director; and for the MPO - the Director or designee.

If the conflict remains unresolved, the conflict shall be resolved by the following Senior Agency Officials: for ADOT - the Executive Director for Planning and Policy; and for the MPO - the Director or designee.

If the conflict continues to remain unresolved, the conflict shall be resolved by the following Executive Agency Officials: for ADOT - the Agency Director; and for the MPO - the Director or designee.

If resolution is not accomplished, the parties agree to resolve all disputes through arbitration, after exhausting applicable administrative review and if required by applicable law, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes or regulations (49 C.F.R. 18.43 (5) (b)).

Section 18.0 SUSPENSION OR TERMINATION FOR CONVENIENCE

ADOT reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of ADOT without penalty or recourse. Upon receipt of the written notice, the MPO shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination and minimize all further costs to ADOT. In the event of termination under this paragraph, all documents, data and reports prepared by the MPO under this Agreement shall become the property of and be delivered to ADOT upon request. The MPO shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The MPO shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

ADOT shall reimburse the MPO for those eligible expenses incurred during the Agreement period which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to ADOT. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

ADOT may seek any remedy available at law for recovery of any funds paid to MPO for any and all amounts for which ADOT has made payment to the MPO if such amounts are not directly attributable to the completed portion of the work covered by this Agreement or have been paid to the MPO for work completed after the effective date of the termination.

In addition to the rights reserved in the Agreement, ADOT may terminate the Agreement in whole or in part due to the failure of the MPO to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement.

This Agreement may be terminated by either party provided that a termination shall not be effective until 30 days after a Party has served written notice up on the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

Section 19.0 FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of

the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Section 20.0 INDEMNIFICATION

The parties to this contract agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the MPO for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

In addition, the MPO shall cause its contractor(s) and subcontractors, if any, 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, and employees (hereinafter referred to as "Indemnitee") 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 damage 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 any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Section 21.0 INSURANCE REQUIREMENTS

Proper permits should be obtained to conduct business or work on ADOT's right of way when applicable.

For any Project where a Vendor will be hired to perform Construction, the following minimum insurance shall be required as part of that procurement:

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

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

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

1. Policies shall be endorsed, as required by this written agreement, to include the State of Arizona and the Arizona Department of Transportation as additional insureds with respect to liability arising out of all activities performed by, or on behalf of the Subrecipient. (Workers Compensation is exempt from this requirement)

2. Policies shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona and the Arizona Department of Transportation for losses arising from work performed by or on behalf of the Subrecipient.

Section 22.0 INDEMNIFICATION – PATENT AND COPYRIGHT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the MPO shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Agreement performance or use by ADOT of materials furnished or work performed under this Agreement. ADOT shall reasonably notify the MPO of any claim for which it may be liable under this paragraph.

Section 23.0 ANTI-LOBBYING

The MPO agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to ADOT.

The MPO agrees to require all lower tier subcontractors who have agreements exceeding \$100,000.00 to complete the Arizona Department of Transportation Lobbying Certification / Certification for Federal-aid Contracts (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C). Lower tier certifications are to be maintained by the MPO.

Section 24.0 ENERGY CONSERVATION

The MPO is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

Section 25.0 ENVIRONMENTAL PROTECTION

The MPO is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738

and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FHWA, FTA, and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

Section 26.0 DRUG FREE WORKPLACE

The MPO agrees to comply with laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3).

Section 27.0 TRANSPARENCY ACT

As a sub-recipient of federal funds through ADOT, the MPO warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, and in the method specified by ADOT, the MPO will provide information that is requested by ADOT to enable ADOT to comply with the requirements of the Act, as may be applicable.

Section 28.0 FTA CERTIFICATIONS AND ASSURANCES

Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs.

On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by SUB-RECIPIENTS attorney pertaining to the SUB-RECIPIENTS legal capacity. The SUB-RECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUB-RECIPIENT of the funds by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the SUB-RECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUB-RECIPIENT under separate packet as they are released by FTA and subsequent to ADOT electronic agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Applicant or every Project. The type of Project and SUB-RECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

SUB-RECIPIENT is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Project, even if a Sub-recipient or other Third Party Participant may be involved in your Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage SUB-RECIPIENT to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-recipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

SUB-RECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUB-RECIPIENT must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its SUB-RECIPIENTS are issued annually subsequent to ADOT signing the same. They are available for viewing in the e-Grant system and on the FTA website and are

incorporated herein by reference. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive FTA funding through ADOT and does not relieve the SUB-RECIPIENT of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

Section 29.0 RESPONSIBILITIES OF THE FISCAL AGENT

A Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource and staff support services, including but not limited to legal and IT, to the MPO. In the event that the MPO requires a Fiscal Agent, the MPO shall submit a copy of the agreement to the ADOT Contracts Program Manager for review and acceptance prior to execution. The agreement with a Fiscal Agent shall include:

1. Maintaining required accounting records for state and federal funds consistent with current state and federal requirements and the requirements of this Agreement.
2. Providing all appropriate funding, as identified by fiscal year in the WP, to allow the MPO staff to effectively and efficiently fulfill its responsibilities and obligations under the WP.
3. Establishing procedures and policies for procurement and purchasing in compliance with this Agreement.
4. Establishing which Party and/or Individual holds authority for Executing WP Agreements and/or Amendments to the Agreement with the consent of the MPO.
5. In the event the Fiscal Agent is providing human resource services to the MPO, the agreement must reflect the disposition of payroll and its designation as Fiscal Agent Overhead or MPO Program Direct Labor eligible for use as funding Match. Payroll may not be designated as both a direct cost and an overhead.

Section 30.0 INCORPORATION OF FEDERAL TERMS

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to each Project funded by FTA. Any requirements of the Stewardship Agreement with FHWA apply to each Project funded by FHWA. This provision shall be incorporated in any sub-recipient, sub-contractor, or lower-tier agreement for which funds from this Agreement shall be used for payment.

In addition to other clauses required throughout this Agreement or by State law, the SUBRECIPIENT will include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

- a. The requirements in 2 CFR 200.326,
- b. The requirements in 2 CFR 200 Appendix II,
- c. The requirements in 2 CFR 1201,
- d. FTA funded procurements/contracts: Circular 4220.1F – Third Party Contracting Guidance or its Appendix D, as revised from time to time,
- e. Any requirements established by a particular funding stream, program, funding agency guideline, or established by ADOT.

Section 31.0 MISCELLANEOUS PROVISIONS

1. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.

This Agreement shall become effective October 1, 2017 upon its execution by all Parties hereto and shall remain in force and effect through June 30 of the following year, unless terminated, cancelled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended for supplemental periods of up to a maximum of twelve (12) months. The Department reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date without obtaining acknowledgement or signature from the MPO and the MPO shall be bound by any such extensions.

2. This Agreement shall be modified or extended only through a written amendment within the scope of the Agreement. Additionally, the MPO's authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.
3. The MPO and ADOT shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in the Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement. ADOT shall endeavor to ensure the MPO is notified and made aware of such applicable laws and procedures.
4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.
5. In accordance with Arizona Revised Statutes Section 11-952 (D), incorporated herein by reference, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.
6. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
7. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the Party to the extent that such information is confidential by law.
8. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
9. The MPO assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
10. The MPO warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
11. The **DEFINITIONS** page(s) and the **RESPONSIBILITY MATRIX FOR TIMED EVENTS** page(s) are herein incorporated as a part of this Agreement.

12. All notices or demands upon any party relating to this Agreement shall be in writing and shall be delivered in person, sent by electronic mail (e-mail), or sent by U.S. Mail addressed to the applicable Liaison as follows:

| To ADOT at: | To the MPO at: |
|--|---|
| Arizona Department of Transportation Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007 | LAKE HAVASU Metropolitan Planning Organization 900 London Bridge Road, Building B Lake Havasu City, AZ 86404 |

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

| | |
|---|---|
| LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION | STATE OF ARIZONA Department of Transportation |
| By <div>DocuSigned by: <i>Mark S. Nexsen, Chairman</i> D34481797B6A4BB...</div> Mark S. Nexsen Chairman | By <div>DocuSigned by: <i>Gregory Byres, Division Director</i> 6E1FEBD8FEEF421...</div> Gregory Byres, Division Director Multimodal Planning Division |
| 9/21/2017 | 9/22/2017 |
| Date | Date |

APPROVAL OF THE LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

I have reviewed the above referenced Agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED 9/20/2017

DocuSigned by:

Kelly Garry, LHMPO Attorney

D6731D5BF04941B...

Attorney for the LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION

EXHIBIT A
Billing Summary / Reimbursement Request

The format provided herein is in effect for the duration of this Agreement unless and until ADOT issues a thirty (30) day written notice of change. An amendment to this Agreement is not required for changes to this format.

| | | | | | | | | | | | |
|---|-------------------------------|-------------------------------------|--|--|--------------|---|--------------------------|--|---------------------------------------|---|--|
| Arizona Department of Transportation Multimodal Planning Division | | | | | | | | | | Finance, please use this Invoice Number for PAZ | |
| Billing Summary / Reimbursement Request | | | | | | | | | | | |
| Task Assignment Number (MPO Tracking Number) Use Format: MPO0000-yy | | | Research SPR No Use Format: SPR000 AERO "E" No | | | PAZ Receipt No | | 0 | | | |
| Project Title (Sub-recipients add Funding Type) | | | ADOT PM Name | | | | | | | | |
| Vendor Agency Name / Sub-Recipient Agency Name | | | ProcureAZ ID / Customer Number | | | Vendor PM Name & Email Address | | | | | |
| Remit Payment to | | | Leave This Field Blank | | | | | | | | |
| CFDA (Catalog for Domestic Assistance) Number & Title | | | Federal Funding Agency | | | Federal Participation % | | | | | |
| Notice of Award (Date) | | Work Started (Date) | | Expected Completion (Date) | | Contract No Use Format: JPA...GRT... or GSA... PO No Release OR GAE No (AFIS) (Sub-recipients Only) | | | | | |
| Vendor / Sub-Recipient Comment (Optional) | | | | | | | | | | | |
| Invoice Number | | Invoice Date | | Period of Performance | | Partial or Final? | | | | | |
| Total Project Budget Awarded | | \$ - | | Total Billed in Prior Periods | | \$ - | | BUDGET expected to be Billed - Current State Fiscal Year | | \$ - | |
| SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED | | | | | | | | | | | |
| Work Element or Task Number | Acctg Line Item (PAZ PO <=25) | Work Element Task Title Description | Originally Awarded Budget Amount | Approved Changes (Cardinal Changes Prohibited) | Total Budget | Prior Net Amount Invoiced | Billing for This Invoice | Match or Retainage Applied to this Invoice * | Net Amount Due to Vendor This Invoice | | |
| 1 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 2 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 3 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 4 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 5 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 6 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 7 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 8 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 9 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 10 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| TOTALS CONTINUED NEXT PAGE | | | | | | | | | | | |
| Messages / Comments | | | | | | | | | | Color Key | |
| * Most vendor activity will not include a contribution to the match but may include Retainage. Most sub-recipient activity will include match but retainage is unlikely. Use this column ONLY if you are deducting Match or Retainage on this Project! The applicable information will be so noted in the contract / task assignment / work plan. | | | | | | | | | | Green = Provided in ADOT Documentation | |
| | | | | | | | | | | Teal = Vendor/Customer Generated Information | |
| | | | | | | | | | | Lavender Blue = Form Calculated field | |

| | | | | | | | | | | | |
|--|-------------------------------|-------------------------------------|--|--|--------------|--|--------------------------|--|---------------------------------------|---|--|
| Arizona Department of Transportation Multimodal Planning Division | | | | | | | | | | Finance, please use this Invoice Number for PAZ | |
| Reimbursement Request / Billing Report - Pg 2 | | | | | | | | | | PAZ Receipt No | |
| Task Assignment Number (MPO Tracking Number) Use Format: MPO0000-yy | | | Research SPR No Use Format: SPR000 AERO "E" No | | | Project Title | | | 0 | | |
| Vendor Awarded | | | 0 | | | ProcureAZ ID Number | | | 0 | | |
| Remit Payment to | | | 0 | | | 0 | | | | | |
| Work Element or Task Number | Acctg Line Item (PAZ PO <=25) | Work Element Task Title Description | Originally Awarded Budget Amount | Approved Changes (Cardinal Changes Prohibited) | Total Budget | Prior Net Amounts Invoiced | Billing for This Invoice | Match or Retainage Applied to this Invoice * | Net Amount Due to Vendor This Invoice | | |
| 11 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 12 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 13 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 14 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 15 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 16 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 17 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 18 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 19 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 20 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 21 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 22 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 23 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 24 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 25 | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| % Billed = | 0% | TOTALS | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| * Most vendor activity will not include a contribution to the match but may include Retainage. Most sub-recipient activity will include match but retainage is unlikely. Use this column ONLY if you are deducting Match or Retainage on this Project! The applicable information will be so noted in the contract / task assignment / work plan. | | | | | | | | | | | |
| Certification required pursuant to 2 CFR 200.415: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). | | | | | | | | | | | |
| Submitter - Authorized Signatory I certify that my typed signature is a legally-binding signature. | | | | | | Submitter (2nd Signature Optional) I certify that my typed signature is a legally-binding signature. | | | | | |
| Date Signed: | | | | | | Date Signed: | | | | | |
| ADOT PROGRAM/PROJECT MANAGER REVIEW | | | | | | | | | | | |
| Travel charges in accordance with State/ADOT Policy | | | | Comment | | | | ADOT PM Signature | | | |
| Progress meets Award requirements | | | | | | | | | | | |
| Invoicing aligns with Progress and awarded Budget / Pricing | | | | | | | | | | | |
| Support Documents align to invoice and adequately supports costs | | | | | | | | | | | |

EXHIBIT B

ARIZONA DEPARTMENT OF TRANSPORTATION
LOBBYING CERTIFICATION
CERTIFICATION FOR FEDERAL AID CONTRACTS

Applies to Federal-aid contractors and consultants, as well as lower tier subcontractors and subconsultants.

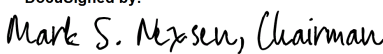
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(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 any Federal 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 influencing or attempting to influence an officer or employee of any Federal 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.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

DocuSigned by:

B34481707B6A4BB...
SIGNATURE

9/21/2017

DATE

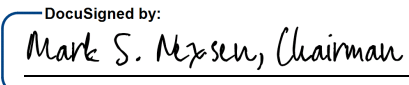
Chairman

TITLE

ECS - Form 90-1

EXHIBIT C
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|---|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award | 3. Report type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Congressional District, if known: _____ | | 5. If Reporting in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ |
| 6. Federal Department Agency: _____ | | 7. Federal Program Name/Description: CDFA Number, if applicable: _____ |
| 8. Federal Action Number, if known: _____ | | 9. Award Amount, if known: \$ _____ |
| 10.a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ | | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-time fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other, specify _____ |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. in-kind; specify _____ nature _____ value _____ | | |
| (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 15. Continuations Sheet(s) SF-LLL-A attached <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ties above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | DocuSigned by:  Signature: _____ D34481797B6A4BB... Print Name: Mark S. Nexsen, Chairman Title: Chairman Telephone No.: 928-453-4152 Date: 9/21/2017 |
| Federal Use Only | | Authorized for Local Reproduction Standard Form - LLL |

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity:

Page

**O
f**

ECS - Form 90-3

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. This is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, bans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or ban award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348~046), Washington, D.C. 20503.

ECS - Form 90-3

PAGE RESERVED FOR ATTORNEY GENERAL DETERMINATION

The Attorney General (AG) determination page will be inserted in this Agreement through the electronic DocuSign process as an attachment. When the full document is downloaded, the page will print as the final page of the document and shall be considered to replace this page.





MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

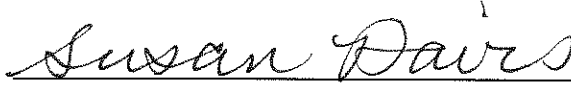
JOINT PROJECT AGREEMENT
DETERMINATION

A.G. Contract No. P0012017003536 (**ADOT GRT-17-0006569-T**), an Agreement between public agencies, the State of Arizona and the Lake Havasu Metropolitan Planning Organization, has been reviewed pursuant to A.R.S. §§ 28-101, 28-334, 28-367 et seq., and 28-401, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 12, 2017

MARK BRNOVICH
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sr/6204817

Certificate Of Completion

| | |
|---|--------------------------------------|
| Envelope Id: D6E47DED972F4F4FB57B926078CAE05B | Status: Completed |
| Subject: Please DocuSign: LHMPO WP Agreement GRT-17-0006569-T | |
| Source Envelope: | |
| Document Pages: 48 | Signatures: 5 |
| Supplemental Document Pages: 0 | Initials: 0 |
| Certificate Pages: 5 | |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Sally J. Palmer |
| Time Zone: (UTC-07:00) Arizona | 1860 Michael Faraday Drive Suite 100 |
| | Reston, VA 20190 |
| | SPalmer@azdot.gov |
| | IP Address: 162.59.200.193 |

Record Tracking

| | | |
|----------------------|-------------------------|--------------------|
| Status: Original | Holder: Sally J. Palmer | Location: DocuSign |
| 9/11/2017 3:21:55 PM | SPalmer@azdot.gov | |

Signer Events

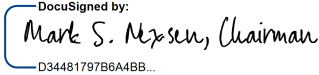
| Signer Events | Signature | Timestamp |
|---|--|--|
| Jason Bottjen, ADOT Program Manager jbottjen@azdot.gov Arizona Dept of Transportation Security Level: Email, Account Authentication (None) | Completed Using IP Address: 162.59.200.193 | Sent: 9/11/2017 3:26:42 PM Viewed: 9/12/2017 6:52:45 AM Signed: 9/12/2017 6:52:53 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| | | |
|--|---|--|
| AG Processor trncontracts@azag.gov Security Level: Email, Account Authentication (None) | Completed Using IP Address: 159.87.62.142 | Sent: 9/12/2017 6:52:54 AM Viewed: 9/12/2017 9:48:22 AM Signed: 9/19/2017 9:31:38 AM |
| Electronic Record and Signature Disclosure: Accepted: 9/19/2017 9:31:10 AM ID: 442bd227-9521-4f88-b73e-ff70ff90ace3 | | |

| | | |
|--|--|--|
| Jeanette Buckley, Interim Manager BuckleyJ@lhcaz.gov Security Level: Email, Account Authentication (None) | Completed Using IP Address: 74.43.96.114 | Sent: 9/19/2017 9:31:39 AM Viewed: 9/19/2017 9:33:46 AM Signed: 9/19/2017 9:38:58 AM |
| Electronic Record and Signature Disclosure: Accepted: 9/19/2017 9:33:46 AM ID: c44eb1e8-d813-41f9-9d04-b4ee499746d9 | | |

| | | |
|---|---|--|
| Kelly Garry, LHMPO Attorney GarryK@lhcaz.gov Security Level: Email, Account Authentication (None) | DocuSigned by:  D6731D5BF04941B... | Sent: 9/19/2017 9:39:01 AM Viewed: 9/19/2017 12:34:16 PM Signed: 9/20/2017 12:38:13 PM |
| | Using IP Address: 74.43.96.114 | |

Electronic Record and Signature Disclosure:
Accepted: 9/19/2017 12:34:16 PM
ID: 341a9f89-87ac-4842-82ed-f5dd100bc573

| | | |
|---|---|---|
| Mark S. Nexsen, Chairman NexsenM@lhcaz.gov Chairman Security Level: Email, Account Authentication (None) | DocuSigned by:  D34481797B6A4BB... | Sent: 9/20/2017 12:38:16 PM Viewed: 9/21/2017 10:33:13 AM Signed: 9/21/2017 10:36:25 AM |
| | Using IP Address: 74.43.96.114 | |

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Electronic Record and Signature Disclosure:
 Accepted: 9/21/2017 10:33:13 AM
 ID: 27895a39-438d-4356-83c2-0edc5d601f68

Gregory Byres, Division Director
 GByres@azdot.gov
 ADOT
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6E1FEBD8FEEF421...
 Using IP Address: 162.59.200.193

Sent: 9/21/2017 10:36:27 AM
 Viewed: 9/22/2017 3:38:47 PM
 Signed: 9/22/2017 3:39:03 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Angela Ringor
 aringor@azdot.gov
 State of Arizona - Department of Transportation
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/22/2017 3:39:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 9/22/2017 3:39:05 PM |
| Certified Delivered | Security Checked | 9/22/2017 3:39:05 PM |
| Signing Complete | Security Checked | 9/22/2017 3:39:05 PM |
| Completed | Security Checked | 9/22/2017 3:39:05 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: djohnson2@azdot.gov

To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at djohnson2@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to djohnson2@azdot.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.