

Agreement No	JPA 11-085 Amendment Two
AG Contract No	P0012011001543-85
Advantage Project No	PLA0120P; PSA0120P
Section	Multimodal Planning Division
MPO DUNS No	088302625
Description	FMPO Metropolitan Planning Organization Agreement for Work Program Implementation

**JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF ACTING FOR AND ON BEHALF OF
THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

THIS AGREEMENT JPA 11-085 Amendment Two, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-101, § 28-334, § 28-367et seq., is entered into _____, 2013 between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, herein referred to as the ADOT, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-101, § 28-334, § 28-367et seq., and authorized to enter into this Agreement under A.R.S. § 28-401; and the CITY OF FLAGSTAFF ACTING FOR AND ON BEHALF OF FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO) METROPOLITAN PLANNING ORGANIZATION, herein referred to as the MPO. 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 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.
- 3) ADOT, a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134); Title 23, Section 450.310 of the Code of Federal Regulation (23 CFR 450.310) that is 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 Program (STP) 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	Description
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5303/5304/5305	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
20.516	FTA	5316	Job Access, Reverse Commute
20.521	FTA	5317	New Freedom Program

- 4) ADOT is authorized to allocate said funds for all Metropolitan Planning Organizations throughout the State of Arizona.
- 5) The MPO is to be the subrecipient 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.
- 6) In accordance with 49 CFR 18.40, ADOT shall monitor all activities performed by its staff or by subrecipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.
- 7) 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 225, and that are within the MPO planning boundaries.
- 8) 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 corridor and subarea studies pursuant to 23 CFR 450.318).

The parties agree to amend the above-referenced Agreement to extend the completion date to June 30, 2014.

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

Section: DEFINITIONS

The following definition is added as follows:

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.
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Section 1.0 SCOPE OF WORK

Item (c) is added to read as follows:

(c) **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.

Funding allocations for this Agreement shall incorporate requirements established under MAP-21

MAP-21, effective October 1, 2012, mandates additional requirements relevant to this Project. The MPO shall incorporate the requirements as requested or required by ADOT or any applicable agency of the US DOT.

Known MAP-21 modifications to the metropolitan planning process are listed below. Timelines for implementation vary subject to the requirements from section 1203 of MAP-21. The MPO shall coordinate implementation activities with ADOT.

Performance-based planning

- The MPO will establish and use a performance based approach to transportation decision making and development of transportation plans.
- The MPO will establish performance targets that address the MAP-21 surface transportation performance measures (see: National Goals and Performance Management Measures fact sheet).
- The performance targets selected by the MPO will be coordinated with ADOT to ensure consistency to the maximum extent practicable.
- Performance targets selected by the MPO will be coordinated with public transportation providers, to the maximum extent practicable, to ensure consistency with sections 5326(c) and 5329(d) of title 49.
- The MPO shall integrate into the metropolitan transportation planning process other performance-based transportation plans or processes.

- The MPO will establish performance targets not later than 180 days after the date that ADOT or public transportation provider establishes performance targets.

Long Range Transportation Plan (Plan)

- The Plan will include a description of the performance measures and performance targets used in assessing the performance of the transportation system.
- The Plan will include a system performance report and subsequent updates evaluating the condition and performance of the transportation system with respect to the established performance targets.
- The MPO has the option of developing multiple scenarios for consideration during the development of the Plan.
- The Plan must be prepared and updated every 4 years (or more frequently if the MPO elects to do so) in nonattainment areas and areas that were nonattainment and are now under a maintenance plan. In other areas, the Plan will be prepared and updated on a 5 year cycle (or more frequently if the MPO elects to do so).
- The Plan covers a minimum 20-year planning horizon with air quality conformity and fiscal constraint.

Transportation Improvement Program (TIP)

- The TIP will include, to the maximum extent practicable, a description of the anticipated effect of the TIP toward achieving the performance targets established in the Plan, linking investment priorities to those performance targets.
- The TIP is to be updated at least once every 4 years and approved by the MPO and Governor

Section 8.0 PROCUREMENT, FIXED ASSETS, TRAVEL

Procurement Policy

Item (a), Paragraph 2 is modified to read as follows:

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

<u>FEDERAL THIRD PARTY CONTRACT PROVISIONS</u>					
TYPE OF PROCUREMENT					
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All

FEDERAL THIRD PARTY CONTRACT PROVISIONS

TYPE OF PROCUREMENT					
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.
Davis-Bacon Act				>\$2,000 (also ferries)	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries)	
Copeland Anti-Kickback Act, Section 1, Section 2				All > \$2,000 (also ferries)	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions			New buildings & additions	
Transit Employee Protective Arrangements		Transit operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations			
Alcohol Misuse and Testing		Transit operations			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All

FEDERAL THIRD PARTY CONTRACT PROVISIONS					
TYPE OF PROCUREMENT					
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
Recycled Products		EPA-selected items \$10,000 or more annually		EPA-selected items \$10,000 or more annually	EPA-selected items \$10,000 or more annually
Conformance with ITS National Architecture	ITS projects	ITS projects	ITS projects	ITS projects	ITS projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

Section 28.0 FTA CERTIFICATIONS AND ASSURANCES

This section is replaced in its entirety to read:

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 SUBRECIPIENTs attorney pertaining to the SUBRECIPIENTs legal capacity. The SUBRECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUBRECIPIENT 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 SUBRECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUBRECIPIENT 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 these twenty-four (24) Certifications and Assurances will apply to every Applicant or every Project. The type of Project and SUBRECIPIENT 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. The FTA Master Agreement for Federal FY 2013, <http://www.fta.dot.gov/documents/19-Master.pdf>, contains a list of most of those requirements.

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

SUBRECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUBRECIPIENT 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 SUBRECIPIENTS 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 SUBRECIPIENT 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.

Appendix D is removed in its entirety

Section 29.0 MISCELLANEOUS PROVISIONS

Item 2 is replaced in its entirety to read:

- 2) This Agreement shall become effective July 1, 2013 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 twenty-four (24) months. The Department reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date.

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

**FLAGSTAFF METROPOLITAN
PLANNING ORGANIZATION**

**STATE OF ARIZONA
Department of Transportation**

By _____
**Sara Presler, Mayor
City of Flagstaff**

By _____
**Joseph S. Omer, Division Director
Multimodal Planning Division**

Date

Date

APPROVAL OF THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

I have reviewed the above referenced proposed intergovernmental agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to the CITY OF FLAGSTAFF ACTING FOR AND ON BEHALF OF THE FLAGSTAFF 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 this _____ day of _____, 2013

Attorney for the City of Flagstaff
Acting on behalf of the Flagstaff Metropolitan Planning Organization

**Page reserved for
AG Determination Letter**