

MPD Agreement No	JPA 11-085 Amendment Four
AG Contract No	P0012011001543-85
CAR Agreement No	JPA-15-0005327-T
Advantage Project No	PLA0121P; PSA0121P
Section	Multimodal Planning Division
Advantage Vendor No	866000244 01
ProcureAZ Vendor No	000011618; PZ000011618 (City of Flagstaff)
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 Four, established pursuant to Arizona Revised Statutes (A.R.S.), § 28-101, § 28-334, § 28-367et seq., is entered into _____, 2015 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), 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.

The Original agreement and any Amendments are being amended.

The parties agree to amend the above-referenced Agreement to extend the completion date to June 30, 2016 and to the following modifications, replacements, and additions:

- Recital 6 is modified
- Recital 7 is modified
- Definition: Cognizant Agency is added
- Definition: Matching Funds is modified
- Definition: Pass-Through Entity is added
- Section 1.0 (a) Paragraph 6 is modified
- Section 1.0 (d) is added
- Section 2.0 Paragraph 2 is modified
- Section 2.0 Paragraph 10, Sub-Item 2 is modified
- Section 4.0 is modified
- Section 5.0 (a), (b), (c), (d), (e), (g) are modified
- Section 6.0 (b) Item 3 is modified
- Section 7.0 (b) Paragraph 2 is modified
- Section 8.0 (a) is modified
- Section 8.0 (a) Chart 2 is deleted
- Section 8.0 (b) is modified
- Section 11.0 is modified
- Section 12.0 Paragraph 4 is modified
- Section 13.0 Paragraph 1 is modified
- Section 13.0 Paragraph 2 is deleted
- Section 14.0 Paragraph 5 is modified
- Section 28 Paragraph 4 is modified
- Section 30 Item 2 is modified
- Exhibit A is modified

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

RECITALS

Recital 6 is modified to read: "6) In accordance with 2 CFR 200.328, 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."

Recital 7 is modified to read: "ADOT has primary responsibility for administering FHWA and FTA funds allocated to the MPO and ensuring that such funds are expended for eligible costs, purpose 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."

DEFINITIONS

Cognizant Agency is modified to read:

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.

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:

- (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 Organizations, paragraph C.12.
- (c) For state and local governments: Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans, paragraph F.1.
- (d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.

Matching Funds is modified to read:

"Monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 49 CFR 18.24 2 CFR 200.306 and 2 CFR 200 Subpart E."

Pass-Through Entity is added to read:

“A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200.74)”

Section 1.0: SCOPE OF WORK

Item (a), Paragraph 6 is modified to read: "The Project approval for any specific WP extends for only a one year fiscal period for which the Project was developed in accordance with Federal requirements."

Item (d) is added to read: "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

Paragraph 2 is modified to read: "Revisions to the WP budget may occur periodically and must be made in accordance with 2 CFR 200.308. Revisions do not change the ADOT, FHWA and FTA approved WP final total budget or the overall scope of ADOT, FHWA and FTA approved work plan or elements."

Paragraph 10, Sub-Item 2, Sentence 2 is modified to read: "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 to specific work elements. 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."

Section 4.0: RIGHTS OF REVIEW

Section 4.0 is modified to read: "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), , 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 tasks are not conducted in accordance with approved work programs, or work tasks are found to be inconsistent with federal or state guidelines), 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

Item (a) is modified to read: "The MPO shall establish separate accounts for each work element of the Project Budget, to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Project Account. The Project Account 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."

Item (b) is modified to read: "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 account of the Project, which ADOT payments and other funds are herein collectively referred to as Project Funds."

Item (c) is modified to read: "The MPO shall charge to the Project Account all eligible costs of the Project. 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 to 2 CFR 200.414 and 2 CFR 200.420 to 2 CFR 200.475."

Item (d) is modified to read: "All costs charged to the Project, 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. "

Item (e) is modified to read: "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."

Section 6.0: AUDIT

Item (b) 3 is modified to read: "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., as revised, 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., as revised, 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). 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."

Section 7.0: REQUISITIONS AND PAYMENTS

Item (b) Paragraph 2 is modified to read: "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 Project. 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."

Section 8.0: PROCUREMENT, FIXED ASSETS, TRAVEL

Item (a) Paragraph 1 is modified to read: "In accordance with 2 CFR 1201.317, subrecipients are to establish a procurement policy which reflects applicable federal procurement laws and standards. To be exempted from pre-award reviews of procurements related to this Agreement, the subrecipient must establish and maintain on file with ADOT, procurement policy and procedures to ensure compliance. The MPO procurement policy and procedures shall be in compliance with Arizona Revised Statute (A.R.S.) 41-2501 et seq., and the Arizona Administrative Code (A.A.C.) R2-7-101 et seq."

Item (a) Paragraph 2 is modified to read: "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:

1. The requirements in 2 CFR 200.326,
2. The requirements in 2 CFR 200 Appendix II,
3. FHWA funded procurements/contracts:
<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
5. Any requirements established by a particular funding stream, program, or in funding agency guidelines."

Item (a) The Chart entitled "Federal Third Party Contract Provisions" is deleted.

Item (b) Paragraph 1 is modified to read: "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."

Item (b) Paragraph 2 is deleted.

Section 11.0: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Section 11 is modified to Add Paragraphs 2 through 14 to read:

"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.

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.

For scopes of work that are as a covenant running with the land, in any deed from the US effecting or recording a transfer of real property, structures, use, or improvements requires Appendix B of the ADOT Plan. For any scopes of work that are as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments; for the transfer of real property acquired or improved, and for the construction, use of, or access to space on over or under real property, requires Appendix C and Appendix D of the ADOT Plan.

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration or Federal Transit 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 or Federal Transit 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 or Federal Transit 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 or Federal Transit 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 or Federal Transit 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.

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)

Paragraph 4 is modified to read: "ADOT and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR 420 and 2 CFR 200 et seq."

Section 13.0: DEBARMENT/SUSPENSION

Paragraph 1 is modified to read: "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."

Paragraph 2 is deleted

Section 14.0: PROHIBITED INTERESTS

Section 14 is modified to Add Paragraph 5 to read: "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 28.0: FTA CERTIFICATIONS AND ASSURANCES

Paragraph 4 is modified to read: "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 2015, <http://www.fta.dot.gov/documents/21-Master.pdf>, contains a list of most of those requirements."

Section 30.0: MISCELLANEOUS PROVISIONS

Item (2) is modified to read: "This Agreement shall become effective July 1, 2015 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 zero (0) months. The Department reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date."

Exhibit A: Reimbursement Request

Exhibit A: Reimbursement Request is modified to add the certification requirement of 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)."

Arizona Department of Transportation Multimodal Planning Division REIMBURSEMENT REQUEST											
Report No.	Contract No.	Project No.	Purchase Order No.		For ADOT Use Only						
Vendor's Invoice No.	Invoice Date	Partial or Final Invoice									
Invoice Period											
Name of Project											
Amount Payment to											
Date Work Started	Estimated Completion Date										
Roll Over of Prior Year Apportionment Amt.	Current Fiscal Year Apportionment										
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED											
Work Element Number	Work Element Title	Select Funding Type	Appropriation Amount	DISTRICT Appropriate Non-Federal Match	TOTAL BUDGET	FISCAL INVOICES	NEW COSTS	Withholding %	Amount	Amount Due	
1			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
2			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
3			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
4			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
5			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
6			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
7			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
8			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
9			\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
TOTALS	N. Billed = #BILLED		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Match Due From Vendor Y/N	Match Due From ADOT Y/N	Match Due From Other Y/N	Non-Federal Match Required Over Life of Grant	Non-Federal Match Provided Prior Periods	Non-Federal Match Provided This Invoice	Total Amount Due to Vendor This Invoice (Amount Due - Match If Required)					
			\$ -	\$ -	\$ -	\$ -					
<p>* Only Use Funding Source Per Invoice and Per Progress Billing Report</p> <p>* Only Use Non-Federal Match Ratio per Invoice and Per Progress Billing Report</p> <p>All Invoices and Progress Billing Reports must be emailed to: MPDInvoice@azdot.gov</p> <p>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).</p>											
Submitter Approval:				MPO F&A Approval to Pay:							
Signed: _____				Signed: _____							
ADOT F&A Approval:				MPO F&A Notes:							
Signed: _____											

Except as amended by this Amendment 4, the Original Agreement, Amendment 1, Amendment 2, and Amendment 3 shall remain in full force and effect.

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
Gerald W. Nabours, Mayor
City of Flagstaff

By
Michael Kies, Assistant Director
Multimodal Planning Division

Date

Date

APPROVAL OF THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

I have reviewed the above referenced Amendment Four to Agreement JPA 11-085, 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 _____, 2015

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

**Page reserved for
AG Determination Letter**