

<b>Agreement No</b>	JPA 13-127
<b>AG Contract No</b>	P0012013001194
<b>CAR No</b>	JPA-13-0001322-T
<b>Advantage VC</b>	866005496 01
<b>Project No</b>	PL60119P
<b>Section</b>	Multimodal Planning Division
<b>DUNS No</b>	072437031
<b>CFDA</b>	20.205 FHWA 94.3%
<b>Description</b>	Startup Metropolitan Planning Organization Funding Agreement

**JOINT PROJECT AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SIERRA VISTA for and on behalf of  
THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION**

THIS AGREEMENT established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334 and A.R.S. § 11-952 is entered into June 4, 2013, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION, herein referred to as STATE, and THE CITY OF SIERRA VISTA for and on behalf of THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION, herein referred to as the MPO. STATE and the MPO are collectively referred to as the "Parties", and individually as STATE, MPO, and "Party".

**RECITALS**

- 1) STATE is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.
- 2) MPO has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of MPO.
- 3) STATE is authorized to allocate apportioned federal planning funds received through USC Chapter 23 and USC Chapter 49 for Metropolitan Planning Organizations throughout the State of Arizona and ensuring that such funds are expended for eligible, allowable, and allocable costs, purposes, and activities.
- 4) Redistricting subsequent to the 2010 U.S. Census calls for the establishment of additional MPO entities to ensure a continuing, cooperative, and comprehensive

transportation planning process that involves cooperation/coordination through the sharing of information.

- 5) The not-to-exceed Project Budget of \$110,489 shall be funded as follows: STATE shall contribute federal planning funds up to \$104,191 which represents 94.3% of the lesser of the not-to-exceed Project Budget or actual costs and the MPO shall provide 5.7% qualified match, estimated at \$6,298. The funds shall be used for establishing a Metropolitan Planning Organization, designated as the Sierra Vista Metropolitan Planning Organization by Governor Jan Brewer on May 6, 2013 and accomplishing the tasks as established in the Project Scope.

**THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:**

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## **I. SCOPE OF WORK**

The Project under this Agreement is defined as the preparation and start-up of a new MPO, established pursuant to Governor Brewer's Designation Letter dated May 6, 2013 and Sierra Vista City Council Resolutions 2013-010 and 2013-016.

### **Activity Description**

As a result of the 2010 U.S. Census, the City of Sierra Vista, Lake Havasu City and the City of Casa Grande have been designated as urbanized areas that exceed a population of 50,000. Becoming an urbanized area triggers the requirement to form a Metropolitan Planning Organization (MPO) that will ensure expenditures for federally funded transportation projects are based on a continuing, cooperative and comprehensive (3-C) planning process. Each jurisdiction has submitted an MPO designation package to ADOT for Governor approval that includes the MPO planning boundary and resolutions from each jurisdiction that will participate in the MPO.

The MPD Systems and Regional Planning Section will provide assistance to the newly designated MPO's to develop and organize the MPO's operations. Initial tasks for each new MPO under the current work plan include:

- Establish fiscal agent and MPO contact for contract and invoice purposes
- Establish a DUNS number and a Federal Taxpayer Identification Number
- Identify MPO Executive Board and Technical Advisory Committee members
- Develop MPO by-laws to carry out planning, coordination and integration of activities necessary to maintain a multi-agency transportation planning program
- Apply for designation as a 501(c)(3) non-profit organization
- Initiate the hiring of an MPO Administrator
- Develop an MPO Work Program (WP)
- Develop agreement with the COG to separate MPO funding and projects from the regional Transportation Improvement Program (TIP)

PROJECT-appropriate expenses supported by receipts and other suitable and appropriate documentation and incurred to carry out the Project must be incurred no later than June 30, 2013. Final invoice must be received no later than July 20, 2013. No expenditures prior to FHWA approval of the ADOT Work Program Amendment authorizing the PROJECT are eligible for reimbursement under this Agreement.

## **II. STATE will:**

- a. Review PROJECT for compliance with agreed upon SCOPE.
- b. Notify the MPO of the approval date for the ADOT Work Program (WP) Amendment authorizing funding for the PROJECT.

- c. Establish a PROJECT completion schedule in conjunction with the MPO.
- d. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- e. Review invoices and reimburse MPO within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Project Budget.

**III. MPO will:**

- a. Establish a PROJECT completion schedule in conjunction with the STATE.
- b. Complete the PROJECT in accordance with a mutually agreed upon established schedule.
- c. Invoice STATE for eligible Project Costs no later than July 20, 2013. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income. Each invoice must include the **Agreement Number**, the **Advantage Project Number**, an **Invoice Number**, total Project Costs, the amount of eligible match applied, and the net project costs requested for reimbursement.

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost or an indirect cost eligible under a Cognizant Agency approved Indirect Cost Allocation Plan in effect at the time of execution of this Agreement;
- Be necessary and reasonable for proper and efficient performance and administration of the project;
- Be an eligible expense;
- Be treated consistently. A cost may not be assigned to as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost;
- Be determined in accordance with generally accepted accounting principles;
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

#### **IV. MISCELLANEOUS PROVISIONS**

- 1) **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona and all applicable federal laws. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. Any Agreement between MPO and its CONTRACTORS for use of these funds shall incorporate the provisions contained herein.
- 2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until the MPO FY14 Work Program (WP) Agreement is executed. This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.
- 3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of STATE or MPO.
- 4) **Matching and Federal Funding:** PROJECT funding amounts and match requirements are indicated in the Recitals of this Agreement. The MPO will provide, from eligible sources as prescribed in United States Code as appropriate to the PROJECT award, the Match amount required.
- 5) **Availability of Funds:** Every payment obligation of STATE under this Agreement 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 STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 6) **Statutory Compliance:** All parties shall comply with all applicable federal, state and local laws, regulations, and requirements including all applicable provision of Title 23 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
- 7) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest on behalf of STATE employees.
- 8) **Recordkeeping:** The MPO and/or their CONTRACTORS and the parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to

inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of applicable OMB Circulars.

- 9) **Audit:** The administration of resources awarded by STATE to the MPO may be subject to audits and/or monitoring by STATE, as described in this section.

(a) **Monitoring**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, monitoring procedures may include, but not be limited to, on-site visits by STATE staff or designees, limited scope audits as defined by OMB Circular A-133, as revised, 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 STATE. In the event STATE determines that a limited scope audit of the MPO is appropriate, the MPO agrees to comply with any additional instructions provided by STATE 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 STATE's Office of Audit and Analysis, STATE's Office of the Inspector General (OIG), and STATE's Financial Management Services. It is the responsibility of the MPO to monitor their sub-recipients.

b) **Federally funded**

MPOs of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the MPO or their sub-recipient expends \$500,000 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 OMB Circular A-133, as revised. 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 STATE. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the MPO conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part (b), paragraph 1, the MPO shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the MPO expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB

Circular A-133, as revised, is not required. However, if the MPO elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, 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).

4. 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.
5. In compliance with OMB A-133.235(c), 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 STATE. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to STATE.

If the MPO fails to take corrective action, STATE 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. STATE 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. Access to MPO records and audit work papers shall be given to STATE and the Arizona Auditor General. This section does not limit the authority of STATE 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.

Report submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this section titled *AUDIT* and/or the section titled *REQUISITIONS AND PAYMENTS* of this

**Agreement shall be submitted when required by OMB Circular A-133, as revised, directly to each of the following:**

**a. STATE at the following address:**

**Arizona Department of Transportation  
206 S. 17<sup>th</sup> 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 10<sup>th</sup> 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 OMB Circular A-133, as revised.**

**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. STATE at the following address:**

**Arizona Department of Transportation  
206 S. 17<sup>th</sup> Ave. MD310B  
Phoenix, AZ 85007**

**b. Any written communication required to be submitted to STATE pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133.**

**c. MPO's, when submitting financial reporting packages to STATE for audits done in accordance with OMB Circular A-133 should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.**

- 10) Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statutes Section 12-1518.
- 11) Third Party Antitrust Violations:** The MPO assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the MPO toward fulfillment of this Contract.
- 12) 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. 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.

- 13) Discrimination:** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT. MPO or its CONTRACTORS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable

state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The MPO shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

**14) 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.

**15) Disadvantaged Business Enterprises (DBE):** The MPO shall include the following statement in all solicitations for bids for work or material made in connection with funds received under this Agreement.

The issuing agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full 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.

The MPO shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the MPO and any sub-consultant or contractor.

(1) As required by 49 CFR 26.13, the MPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The MPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The MPO's DBE program, as required by 49 CFR 26 and as approved by USDOT, is incorporated by reference in the Planning Funds Agreement between the MPO and ADOT.

(2) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification to the MPO of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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 49 CFR 18. Additionally, in a timely manner, and in the method specified by ADOT, the MPO will provide information that is requested by ADOT regarding sub-contractors and subrecipients receiving any monies or payments through funds resulting from this Agreement and shall indicate the DBE status for each of those sub-contractors and subrecipients to enable ADOT to comply with federal or state DBE reporting requirements as may be applicable.

**16) Immigration:** 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 subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

**17) Scrutinized Business Operations:** Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

- 18) **Debarment and Suspension.** The MPO agrees to comply, and assures the compliance of each third-party contractor and sub-MPO 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)," 49 C.F.R. Part 29. The MPO agrees to and assures that its third party contractors and sub-MPOs will review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.
- 19) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the FTA, MPO, or STATE without penalty or recourse.
- 20) **Transparency Act:** Because STATE receives federal funds, STATE is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments. The reporting requirements and levels of reporting due to FTA are currently under development. Accordingly, STATE is not currently aware of reporting requirements that might become required from MPOS. Should requirements be stipulated wherein information is required from MPOS, such information will be requested. The MPO herein agrees that in a timely manner, and in the method specified by the STATE, the MPO will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.
- 21) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of MPO to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to MPO for failure to adequately perform, or if there is reason for STATE to believe that the MPO cannot or will not adequately perform the requirements of the Agreement. If MPO does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.
- 22) **Entire Agreement.** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the MPO shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

**XII. COMMUNICATION AND CONTACT INFORMATION**

All notices or demands upon any party relating to this Agreement shall be in writing delivered electronically whenever possible. When electronic submission is not feasible, delivery in person or sent by mail addressed as follows is required:

**STATE Agreement Contact:**  
 Arizona Department of Transportation  
**Contact:** Sally J. Palmer  
 Contracts Administrator  
**Mailing Address:** Multimodal Planning Division  
 Mail Drop 310B  
 206 S. 17th Avenue  
 Phoenix, AZ 85007  
**Phone:** 602-712-8732  
**Fax:** 602-712- 6412  
**Email:** [spalmer@azdot.gov](mailto:spalmer@azdot.gov)

**STATE Program Contact:**  
 Arizona Department of Transportation  
**Contact:** Mark Hoffman  
**Mailing Address:** Multimodal Planning Division  
 Mail Drop 310B  
 206 S. 17th Avenue  
 Phoenix, AZ 85007  
**Phone:** 602-712-7454  
**Fax:** 602-712- 6412  
**Email:** [mhoffman@azdot.gov](mailto:mhoffman@azdot.gov)

**MPO Agreement Contact:**  
 The City Of Sierra Vista For And On Behalf Of The Sierra Vista Metropolitan Planning Organization  
**Contact:** Charles Potucek  
 City Manager  
**Mailing Address:** City of Sierra Vista  
 1011 N. Coronado Drive  
 Sierra Vista, AZ 85635  
**Phone:** 520.458.3315  
**Fax:**  
**Email:** [Charles.Potucek@sierravistaaz.gov](mailto:Charles.Potucek@sierravistaaz.gov)

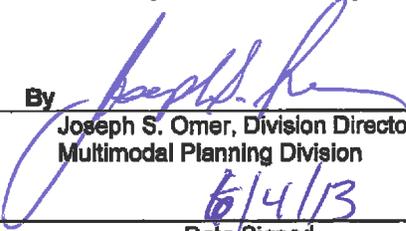
**MPO Program Contact:**  
 The Sierra Vista Metropolitan Planning Organization  
**Contact:** Daniel Coxworth, Senior Planner  
**Mailing Address:** Department of Community Development  
 1011 N. Coronado Drive  
 Sierra Vista, AZ 85635  
**Phone:** 520.458.3315  
**Fax:**  
**Email:** [Dan.coxworth@sierravistaaz.gov](mailto:Dan.coxworth@sierravistaaz.gov)

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

**The City Of Sierra Vista  
 For And On Behalf Of  
 The Sierra Vista Metropolitan Planning  
 Organization**

**STATE OF ARIZONA  
 Arizona Department of Transportation**

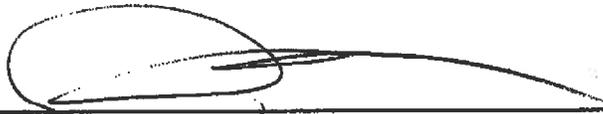
By   
 Signatory Name (Printed): Charles P. Potucek  
 Signatory Title (Printed): City Manager  
 5/15/13  
 Date Signed

By   
 Joseph S. Omer, Division Director  
 Multimodal Planning Division  
 6/4/13  
 Date Signed

**Approval of THE CITY OF SIERRA VISTA for and on behalf of THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION**

I have reviewed the above referenced proposed grant agreement, BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and THE CITY OF SIERRA VISTA for and on behalf of THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION and declare this agreement to be in proper form and within the powers and authority granted to the CITY OF SIERRA VISTA for and on behalf of THE SIERRA VISTA 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 20<sup>th</sup> day of May, 2013

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke that tapers to the right.

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**Attorney for THE CITY OF SIERRA VISTA for and on behalf of  
THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION**

		
<b>TOM HORNE</b> <b>ATTORNEY GENERAL</b>	<b>OFFICE OF THE ATTORNEY GENERAL</b> <b>TRANSPORTATION SECTION</b>	<b>JAMES R. REDPATH</b> <b>ASSISTANT ATTORNEY</b> <b>GENERAL</b> <b>DIRECT LINE: 602-542-8837</b> <b>E-MAIL: JIM.REDPATH@AZAG.GOV</b>

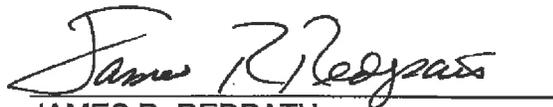
**JOINT PROJECT AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012013001194 (**JPA 13-127**), an Agreement between The State of Arizona and The City of Sierra Vista for and on behalf of The Sierra Vista Metropolitan Planning Organization, has been reviewed pursuant to A.R.S. § 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: June 4, 2013

THOMAS C. HORNE  
Attorney General



JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:rl:# 3419425  
Attachment