

**NOTICE OF REGULAR MEETING
COMMON COUNCIL OF THE CITY OF COOLIDGE
MONDAY, SEPTEMBER 26, 2011 - 7:00 P.M.
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD
PINAL COUNTY, COOLIDGE, ARIZONA**

Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.

CALL TO ORDER:

1. Pledge of Allegiance
2. Roll Call

PRESENTATIONS:

3. Monthly report by the Coolidge Youth Coalition.
4. Introduction of Newly Hired Employees with the City of Coolidge.

CALL TO THE PUBLIC

THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE: COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

BUSINESS:

5. Update on the Arizona Department of Revenue calculation error; and approval to refund city sales tax overpayment in the amount of \$360,522.13. **Discussion and action.**
6. Notice of “No Significant Impact” for an aerobatic practice area over and east of the Coolidge Municipal Airport. **Discussion only.**
7. Consider approval of adding the CASPER Instructor position to the Salary Table; and approving the job description. **Discussion and action.**
8. Consider approval of entering into an Entertainment Agreement between the City of Coolidge and Brown’s Amusements, Inc. for the purpose of providing carnival services during Coolidge Days. **Discussion and action.**

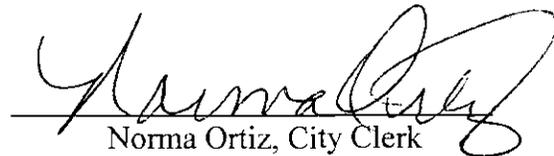
9. Consider approval of entering into a Grantee Letter of Agreement; and the Addendum KaBoom Grantee Letter Agreement between the City of Coolidge and KaBoom for the purpose of accepting a \$9,000 grant, and a discount of \$6,000 from a preferred vendor, to apply toward the creation of a playground in the Landmark Ranch Development. **Discussion and action.**
10. Consider approval of entering into a Grant Agreement between the City of Coolidge and the State of Arizona Department of Transportation Multimodal Planning Division for FY 11/12 5311 Grant funding for rural public transportation services (#JPA 12-008); authorizing the Mayor to execute the necessary documents. **Discussion and action.**
11. Consider approval of authorizing the City Manager to sign purchase orders to Day Auto Parts and O'Reilly Auto to purchase selected tools and equipment for the Transit Maintenance Facility. **Discussion and action.**

REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER

ADJOURNMENT

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.

DATED this 21st day of September, 2011


Norma Ortiz, City Clerk

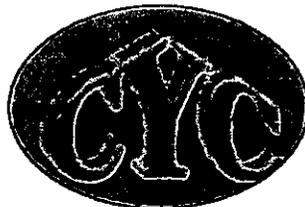
PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. SEPTEMBER 26, 2011.

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the City of Coolidge makes a video or voice recording of a minor child. A.R.S. §1-602.A.9. Coolidge Council Meetings are recorded and may be viewed on Channel 11 and the Coolidge website. If you permit your child to participate in the Council Meeting, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the City Clerk at (520)723-5361, Ext. #6009.

The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.

POST: 9-21-11

TIME: 3:00 P.M.



COOLIDGE YOUTH COALITION, INC.

Coolidge City Council,

Coolidge Youth Coalition, Inc. is planning a community fundraising event to support the Coolidge Youth Coalition in providing quality youth and family programs. In order to continue to offer and expand services, it is necessary to raise funds to meet community needs.

Our inaugural festival called "Harvest Daze" is set for November 18th and 19th. We plan on making this an annual event. On November 18th, we have activities scheduled at San Carlos Park. Starting at 6pm, we will have informational booths for various community agencies and vendors. There will be refreshments and food. We will also have craft tables for youth and families to learn new skills together. At 6:30pm, we will have a Talent Show open to the public to display our community's talents. Following will be a Youth Dance from 8pm until 11pm and a disc jockey will be playing music for those attending.

On November 19th, we start with a Fun Run at 7am at Imagine Schools, which will be contained to school grounds. There will be events for young children, teenagers and adults. It is a theme run designed to be fun and entertaining rather than a competitive event. From 9:30am until 4pm we will return to San Carlos Park with the same vendors, booths and crafts as Friday evening. At 5pm, CYC will move our activities to the American Legion where we will have a social hour during which silent auction items will be displayed. This will be followed by the actual auction and then a catered dinner for adults. After dinner, there will be a dance with music provided by a disc jockey. The dance will conclude at 9:30pm and that also will end the Harvest Daze activities. Please come out and join CYC for this very worthwhile event!

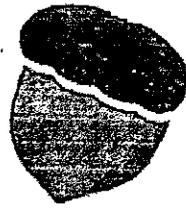
COOLIDGE HARVEST DAZZE

November 18 & 19, 2011

A community fund raising event for the Coolidge Youth Coalition, Inc. featuring food, games, climbing wall, crafts, live entertainment, & much more

Friday 6pm-11pm
@ San Carlos Park

Crafts
Booths
Vendors
Talent Show
Youth Dance
DJ 8pm-11pm



Saturday 7am-9am

@ Imagine School
Fun Run & Awards

Saturday 9:30am-4pm

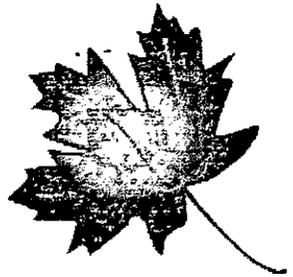
@ San Carlos Park
Booths, Vendors, Crafts



COOLIDGE YOUTH COALITION, INC.

Saturday 5pm-9:30pm

@ American Legion
Silent Auction, Dinner & Dance



MEMORANDUM

TO: Mayor Shope and Council Members

FROM: Rachel A. Duran, Human Resource Analyst 

DATE: September 26, 2011

RE: New Hire Presentation

It is our goal, as the City of Coolidge to hire valuable and much needed employees to join our staff during these trying and economic times. Because of your approval to lift, the hiring freezes to fill positions in the Police Department, Transit Department, Fire Department and your approval to add an Animal Control budget to include an Animal Control Officer position in the F/Y 2011-2012 under the Growth Management Department. This gave us an opportunity to hire and fill the following positions:

At this time, we would like to introduce to you our recently hired employees:

POLICE DEPARTMENT:

- | | |
|--------------------------|---------------------------|
| Commander | Jim Malinski |
| Police Officer | Brad Fulton |
| Police Officer | David Kerzie |
| Police Officer | Shanna Martinez |
| Administrative Assistant | Augustina "Tini" Gonzales |
| PT Records Clerk | Jean "Lindy" Ginn |

TRANSIT DEPARTMENT:

- | | |
|------------------------------|--------------------|
| Transit Driver/Dispatcher | Joe Rojas |
| Transit Driver/Dispatcher | Deborah Ballard |
| PT Transit Driver/Dispatcher | Arnold Emerson III |
| PT Transit Driver/Dispatcher | Carol McElroy |
| PT Transit Driver/Dispatcher | Brenda Schilling |
| PT Transit Driver/Dispatcher | Lawrence Smith |

FIRE DEPARTMENT:

- | | |
|-----------------------|-----------------------------|
| Volunteer Firefighter | Kurt Henneke |
| Volunteer Firefighter | Anselmo Hernandez-Siqueiros |
| Volunteer Firefighter | Chad McHugh |
| Volunteer Firefighter | Paul McCullough |
| Volunteer Firefighter | Reggie Johnson |

GROWTH MANAGEMENT DEPARTMENT:

- | | |
|--------------------------|----------------|
| Animal Control Officer I | April Callahan |
|--------------------------|----------------|

It is an honor to have them all join our team. Thank you!

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Update on AZ Dept. of Revenue calculation error and approval to refund city sales tax overpayment in the amount of \$360,522.13.

STAFF PRESENTER: Lisa Pannella, Finance Director

RECOMMENDATION:

Update on AZ Dept. of Revenue calculation error and approval to refund city sales tax overpayment in the amount of \$360,522.13.

DISCUSSION:

The City was informed by the Arizona Department of Revenue (ADOR) in October, 2009 of the overpayment in City Sales Tax in the amount of \$503,290.35. They stated that it had been a distribution error on their part over a three year period, and the City would have to pay it back. City Council agreed to contract with Al Holler, as the City's tax auditor, shortly thereafter. After looking over the work papers, sent to the City by the ADOR, Mr. Holler stated that the city did owe the \$503,290.35, but questioned the allocation of interest. This audit has taken many turns and produced many letters back and forth between the Dept. of Revenue, the City, and Mr. Holler. Mr. Holler has put in a great deal of time over the past year, at no charge to the city, working on the amended returns that resulted in the loss.

The City has never contended that the \$503,290.35 was owed. In fact we paid \$142,768.22 back to the ADOR in April, 2010, and issued a check for the balance owed in the amount of \$360,522.13 on June 30, 2010. However, we chose to hold this check until the ADOR completed their audit of the taxpayer. ADOR agreed. The Department of Revenue has informed us that they have finalized and issued the audit on the taxpayer. I therefore request that Council authorize the City to send the check in the amount of \$360,522.13 to the ADOR to settle this overpayment.

We are still arguing the payment of interest, and a letter will be sent to the newly appointed Director of the AZ Dept. of Revenue requesting that this issue be resolved.

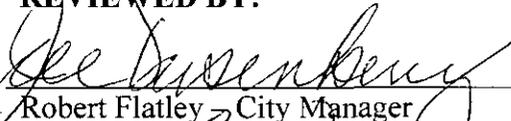
FISCAL IMPACT:

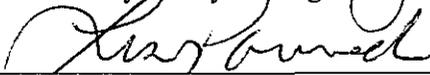
- The \$360,522.13 has already been deducted from the sales tax revenue as of June 30, 2010.
- Should the interest issue ever be resolved, the City would receive approximately \$14,000 back from the ADOR.

Attachments

Letter from Al Holler

REVIEWED BY:


Robert Flatley - City Manager


Lisa Pannella - Finance Director

PREPARED BY:


Lisa Pannella - Finance Director

N/A
Denis Fitzgibbons - City Attorney

ALBERT HOLLER & ASSOCIATES

local government consultants

18521 E Queen Creek Road #105-425
Queen Creek, Arizona 85142
(480) 940-1130 fax 705-9481 web: aholler.com e-mail: aholler@att.net

September 19, 2011

To: Lisa Pannella, Finance Director
City of Coolidge

From: Albert Holler

This is to provide the City Council an update as to the allocation problems stemming from amended returns filed by a major home builder (Builder) operating in several cities:

1. Builder amended returns filed with the ADOR for a city other than Coolidge, however left out all the other cities. This created a credit to all other cities in which tax had previously been paid. The credit for Coolidge was \$503,290.35. The ADOR did not withhold this money from Coolidge as it would be a burden to take the money all at once. The ADOR then paid Coolidge \$503,290.35 and subsequently held back \$142,768.22 leaving a balance of \$360,522.13 that has not been paid.
2. Builder subsequently filed corrected amended reports with the ADOR. The reports indicated that Builder owed Coolidge \$242,199.66 in additional tax. This additional money was owed because Builder originally paid tax at the wrong rate. The additional money owed Coolidge had nothing to do with any other city. Some of the other cities were overpaid by approximately \$1.2 million.
3. I was retained to review this refund issue with the ADOR. We discovered that the ADOR made errors in their calculations so Coolidge did not pay back the \$360,000 until the errors were corrected. One of the errors is that Builder owed over \$242,000 to Coolidge, however Coolidge had to pay Builder \$14,428.63 in interest based on refunds from other cities. We attempted to resolve that issue with the director of the ADOR and will continue to do so with the new director. It is inherently unfair to pay Builder \$14,000 in interest when Builder owed Coolidge over \$242,000 plus \$62,000 in interest. Additionally, the ADOR required Coolidge to pay \$14,000 in error.
4. We suggested that the ADOR could resolve the issues by addressing them in an ongoing audit. The ADOR agreed to do so; later reneged on the offer, and then agreed to separately assess the additional interest due Coolidge in the audit. Since that issue may be resolved we need to address the interest paid issue with the director of the ADOR.
5. My recommendation is for Coolidge to pay back the \$360,522.13. We will resolve the other issues by contacting Builder direct and appealing the interest calculations to the new ADOR director.

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: Notice of No Significant Impact for an aerobatic practice area over and east of the Coolidge Municipal Airport

STAFF PRESENTER: C. Alton Bruce

RECOMMENDATION:

No Action Necessary

DISCUSSION:

The FAA regularly reviews the potential environment impact of the aerobatic practice area adjacent to the Coolidge Municipal Airport and requires that notice of the review be included on a Council Agenda to provide due public notice. No Council Action is required on this item.

FISCAL IMPACT:

None

Attachments

- Notice of No Significant Impact EA and FONSI Availability
- email from Ann Marie Ward and FAA

REVIEWED BY:

Robert Flatley
Robert Flatley – City Manager

N/A
Lisa Pannella – Finance Director

PREPARED BY:

C. Alton Bruce
C. Alton Bruce – Growth Mgmt. Director

PUBLIC NOTICE – FINDING OF NO SIGNIFICANT IMPACT

The FAA has issued an Environmental Assessment and Finding of No Significant Impact for an aerobatic practice area over and east of the Coolidge Municipal Airport, near the City of Coolidge, Arizona. A copy of the EA and FONSI may be obtained from Caroline Poyurs, Ph.D., 1601 Lind Ave., SW. Suite 560 Renton WA 98056, email: caroline.ctr.poyurs@faa.gov or phone: (425) 917 6701.

Number of publications: 1

Date of publication: September 21, 2011 – Coolidge Examiner

By: C. Alton Bruce – Growth Management Director

From: Ann Marie Ward [mailto:amward@relparts.com]
Sent: Tuesday, September 06, 2011 12:25 PM
To: bobf@coolidgeaz.com
Subject: FW: Please publicize this notice no earlier than September 15th 2011.

Dear Mr. Flately,

I understand that Caroline Poyurs from the FAA has been in contact with you regarding the Environmental Impact Study for the aerobatic practice area at the Coolidge Airport. Her study has shown that there is no significant impact of flying airplanes at an airport. (Sorry, I couldn't resist an attempt at humor).

The final step before the official waiver can be renewed is for the attached notice to become an item on an agenda for an airport meeting. (See Caroline's' e-mail below for more details). Could you please let me know if that would be possible?

Thanks for your support. Coolidge is a wonderful place to practice aerobatics. It is convenient to have the aerobatic box close to the airport for ground observers, and it provides an added level of safety for pilots to practice near an airport. Also Charlie Recker has been great to deal with in the past.

If you have any questions, please do not hesitate to contact me.

Thanks,
Ann Marie Ward
206-579-6866

From: Caroline.CTR.Poyurs@faa.gov [mailto:Caroline.CTR.Poyurs@faa.gov]
Sent: Thursday, September 01, 2011 8:31 AM
To: amward@relparts.com
Subject: Please publicize this notice no earlier than September 15th 2011.

Ann Marie,

The Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) has been finalized for your APA near the Coolidge Municipal Airport. Please note that it can not be signed until we have provided other agencies enough time to comment on the proposed action, which takes us to September 15th 2011.

I have attached a notice to be placed in a local paper or be part of a local airport/council meeting agenda. Please publish this notice in a local paper on or after September 15th, or get it to be an agenda item on a meeting that occurs on or after September 15th 2011.

Once I get confirmation that this notice will be publicized or be an agenda item, then on September 15th 2011, I can get the documents signed and will notified the FSDO that your APA is good to go from an environmental point of view, and will also let you know that this has all be done!

Thanks so much!
Caroline

Caroline Poyurs, PhD
Aviation Environmental Specialist, SAIC, ANM-220
425.917.6701
Caroline.CTR.Poyurs@faa.gov

Please send questions about NextGen [HERE](#)
=

Bob Flatley

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Caroline

9/6/2011

Caroline Poyurs, PhD
Aviation Environmental Specialist, SAIC, ANM-220
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**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

**SUBJECT: Approval of the Salary Table
addition and approval of a new Job Description**

**STAFF PRESENTER: Rachel A. Duran, Human
Resource Analyst**

RECOMMENDATION:

Staff is recommending Council to approve the Salary Table addition to include the CASPER Instructor and to approve the CASPER Instructor job description.

DISCUSSION:

On September 12, 2011, our Recreation Director requested to lift the hiring freeze to fill a CASPER Instructor position. During this process, we found that we did not have a job description for this position in place. We are now coming to you, asking for approval of the CASPER Instructor job description to clarify job duties and to add the CASPER Instructor to our Salary Table. This position is budgeted in the Fiscal Year 2011-2012 budget.

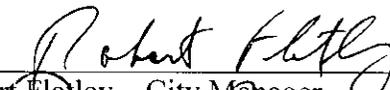
FISCAL IMPACT:

Fiscal Year 2011/ 2012 Budget

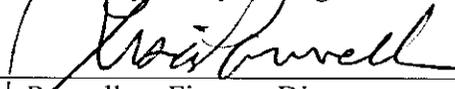
Attachments

Salary Table addition
CASPER Instructor Job Description

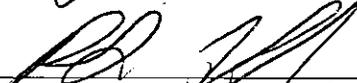
REVIEWED BY:



Robert Flanley – City Manager

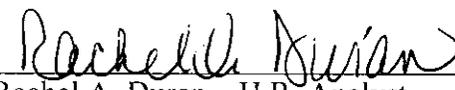


Lisa Pannella – Finance Director

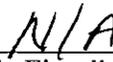


Rick Lapaglia – Recreation Director

PREPARED BY:



Rachel A. Duran – H.R. Analyst



N/A
Denis Fitzgibbons – City Attorney

Class Code	Occupational Job Families and Job Classes	Salary Range	Mimumum	Midpoint	Maximum
1000	City Administration Group				
1010	City Manager	93	\$109,975	\$137,469	\$164,963
1020	Assistant to City Manager	79	\$75,934	\$94,918	\$113,901
1030	City Clerk	70	\$60,803	\$76,003	\$91,204
1040	Grants Coordinator (Vacant)	64	\$52,430	\$65,537	\$78,645
1050	Assistant City Manager	87	\$92,518	\$115,648	\$138,777
1100	Financial Services Group				
1110	CFO/Director, Financial Services	82	\$83,817	\$104,771	\$125,725
1120	Senior Account Clerk	46	\$34,457	\$43,071	\$51,685
1130	Account Clerk	38	\$28,280	\$35,350	\$42,420
1140	Financial Systems Coordinator	60	\$47,498	\$59,373	\$71,248
1200	Human Resources Group				
1210	Director, Human Resources	74	\$68,792	\$85,991	\$103,189
1220	Analyst, Human Resources	56	\$44,107	\$55,134	\$66,161
1300	Municipal Court Group				
1305	Magistrate	78	\$74,082	\$92,602	\$111,123
1310	Court Administrator/Assistant City Magistrate	70	\$62,323	\$77,903	\$93,484
1320	Senior Court Clerk	42	\$31,216	\$39,020	\$46,824
1330	Court Clerk	36	\$26,917	\$33,647	\$40,376
1400	Administrative Support Group				
1410	Executive Assistant	48	\$36,201	\$45,251	\$54,301
1420	Administrative Assistant	43	\$31,996	\$39,996	\$47,995
1430	Office Clerk	32	\$24,386	\$30,482	\$36,579
1440	Secretary	36	\$26,917	\$33,647	\$40,376
1500	Information Technology Group				
1510	Manager, Information Technology	74	\$68,792	\$85,991	\$103,189
1520	IT Support Technician	51	\$38,985	\$48,731	\$58,477
1530	Manager, Information Technology & Airport (Vacant)	78	\$75,934	\$94,918	\$113,901
1540	Assistant IT Technician (Vacant)	45	\$32,796	\$40,995	\$49,194
1550	IT Supervisor (Vacant)	64	\$52,430	\$65,537	\$78,645
1600	Airport Management Group				
1610	Manager, Airport	63	\$52,430	\$65,537	\$78,645
Public Safety Series					
1700	Fire Group				
1710	Fire Chief - Full-time Department	82	\$83,817	\$104,771	\$125,725
1720	Fire Captain	62	\$51,151	\$63,939	\$76,727
1730	Fire Engineer	56	\$44,107	\$55,134	\$66,161
1740	Firefighter/EMT	50	\$38,034	\$47,542	\$57,051
1750	Fire Chief - Volunteer Department	78	\$75,934	\$94,918	\$113,901

1800	Police Sworn Group				
1810	Police Chief	84	\$88,060	\$110,075	\$132,090
1820	Police Commander	74	\$68,792	\$85,991	\$103,189
1830	Police Sergeant	64	\$53,741	\$67,176	\$80,611
1840	Police Officer	54	\$41,982	\$52,478	\$62,973

1900	Police Support Group				
1910	Crime Analyst	56	\$44,107	\$55,134	\$66,161
1920	Supervisor, Public Safety Communications	54	\$41,982	\$52,478	\$62,973
1930	Senior Public Safety Dispatcher (Vacant)	48	\$36,201	\$45,251	\$54,301
1940	Public Safety Dispatcher	44	\$32,796	\$40,995	\$49,194
1950	Supervisor, Police Records	42	\$31,216	\$39,020	\$46,824
1960	Police Records Clerk	36	\$26,917	\$33,647	\$40,376

Community Development Series

2000	Growth Management Group				
2010	Director, Growth Management	80	\$79,778	\$99,723	\$119,667
2020	Senior Planner	64	\$53,741	\$67,176	\$80,611
2030	Planner	56	\$44,107	\$55,134	\$66,161
2040	Civil Engineer (Vacant)	65	\$55,084	\$68,855	\$82,626

2100	Development Services Group				
2110	Building Official	64	\$53,741	\$67,176	\$80,611
2120	Code Enforcement Officer	49	\$37,106	\$46,383	\$55,659
2130	Housing Rehabilitation Specialist	51	\$39,959	\$49,949	\$59,939
2140	Building Inspector II (Vacant)	54	\$41,982	\$52,478	\$62,973
2150	Building Inspector I	48	\$36,201	\$45,251	\$54,301
2160	Permit Technician	44	\$32,796	\$40,995	\$49,194
2170	Sr. Code Enforcement Officer	54	\$41,982	\$52,478	\$62,973
2180	Animal Control Officer I	37	\$27,591	\$34,488	\$41,386

Community Services Series

2200	Community Services Group				
2210	Director, Community Services	78	\$75,934	\$94,918	\$113,901
2220	Director, Parks & Recreation	64	\$53,741	\$67,176	\$80,611
2230	Video Station Coordinator	52	\$39,959	\$49,949	\$59,939
2240	Recreation Coordinator II	52	\$39,959	\$49,949	\$59,939
2250	Recreation Coordinator I	46	\$34,457	\$43,071	\$51,685
2260	Recreation Leader	38	\$28,280	\$35,350	\$42,420
2270	Coordinator, Video Station/Channel II	52	\$39,959	\$49,949	\$59,939
2280	Media Manager	56	\$43,032	\$53,789	\$64,547
2290	Supervisor, CASPER	23	\$19,527	\$24,408	\$29,290
2295	Instructor, CASPER	13	\$15,254	\$19,068	\$22,881

2300	Parks Maintenance Group				
2310	Foreman, Parks Maintenance (Vacant)	52	\$39,959	\$49,949	\$59,939
2320	Parks Maintenance Worker	40	\$29,712	\$37,140	\$44,568
2330	Supervisor, Parks Maintenance	46	\$34,457	\$43,071	\$51,685

2400	Library Group				
2410	Library Manager	64	\$53,741	\$67,176	\$80,611
2420	Library Tech/Program Coordinator	46	\$34,457	\$43,071	\$51,685
2430	Library Assistant	36	\$26,917	\$33,647	\$40,376
2440	Library Clerk	30	\$23,211	\$29,014	\$34,816
2450	Library Page (PT)	17	\$16,838	\$21,047	\$25,256

2500	Transit Management Group				
2510	Transit Manager	56	\$44,107	\$55,134	\$66,161
2520	Transit Supervisor (Vacant)	47	\$35,318	\$44,148	\$52,977
2530	Transit Driver/Dispatcher	32	\$24,386	\$30,482	\$36,579
2540	Transit Sr. Driver/Dispatcher	44	\$32,796	\$40,995	\$49,194

Public Works Series

2600	Public Works Management Group				
2610	Director, Public Works/City Engineer	82	\$83,817	\$104,771	\$125,725
2620	GIS Mapping Coordinator	64	\$53,741	\$67,176	\$80,611
2625	Civil Engineer Inspector	63	\$52,431	\$65,538	\$78,646
2630	GIS Technician (Vacant)	54	\$41,982	\$52,478	\$62,973

2700	Waste Water Group				
2710	Superintendent, Waste Water Operations	64	\$53,741	\$67,176	\$80,611
2720	Waste Water Treatment/Collections Operator III	54	\$41,982	\$52,478	\$62,973
2730	Waste Water Treatment/Collections Operator II	48	\$36,201	\$45,251	\$54,301
2740	Waste Water Treatment/Collections Operator I	42	\$31,216	\$39,020	\$46,824

2800	Facilities Maintenance Group				
2810	Foreman, Facilities Maintenance	60	\$48,686	\$60,858	\$73,029
2820	Facilities Maintenance Worker II	46	\$34,457	\$43,071	\$51,685
2830	Facilities Maintenance Worker	40	\$29,712	\$37,140	\$44,568
2840	Custodian (Vacant)	30	\$23,211	\$29,014	\$34,816

2900	Streets Maintenance Group				
2910	Foreman, Streets Maintenance	52	\$39,959	\$49,949	\$59,939
2920	Streets Maintenance/Heavy Equipment Operator	46	\$34,457	\$43,071	\$51,685
2930	Streets Maintenance/Light Equipment Operator	40	\$29,712	\$37,140	\$44,568

3000	Sanitation Group				
3005	Lead Sanitation Worker	46	\$34,457	\$43,071	\$51,685
3010	Crew Leader, Solid Waste	48	\$36,201	\$45,251	\$54,301
3020	Sanitation Worker	40	\$29,712	\$37,140	\$44,568

3100	Equipment Maintenance Group				
3110	Foreman, Equipment Maintenance	58	\$46,340	\$57,925	\$69,511
3120	Mechanic	48	\$36,201	\$45,251	\$54,301

Community Services Series Cont.

3200	Seasonal Staff Group				
3210	Kids Kamp Leader			Starting Minimum Wage	
3220	Lifeguard			Starting Minimum Wage	

CITY OF COOLIDGE

CASPER Instructor

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in a standard office environment, in, and around program facilities.
- Work involves standing, walking, bending, and participating in after school activities for area of assignment.
- May be exposed to blood borne pathogens when administering first aid.

Equipment and Tools Utilized:

- Equipment utilized includes personal computer, standard office equipment and department vehicles.

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Contract for Coolidge Days Carnival	STAFF PRESENTER: Ricky LaPaglia, Parks and Recreation Director
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RECOMMENDATION:

The Recreation Department would recommend that council approve the city entering into an agreement with Brown's Amusements for carnival services at Coolidge Days.

DISCUSSION:

Brown's has been our Carnival provider for at least the past 8 years, and they run their carnivals in a professional, fun, and safe environment.

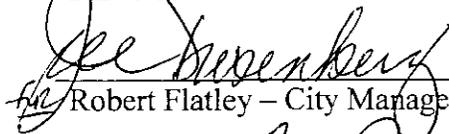
FISCAL IMPACT:

\$6,000-\$8,000 income to the city

Attachments

Copy of the agreement

REVIEWED BY:


Robert Flatley – City Manager


Lisa Pannella – Finance Director

PREPARED BY:


Ricky LaPaglia – Parks and Recreation Director


DENIS FITZGIBBONS
Denis Fitzgibbons – City Attorney

ENTERTAINMENT AGREEMENT

THIS ENTERTAINMENT AGREEMENT (“Agreement”) is entered into this ____ day of Sept. 13, 2011, by and between Brown’s Amusements, Inc., an Arizona Corporation (“Brown’s”), and the City of Coolidge, an Arizona municipal corporation (the “City”).

For valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1.0 The Event. The City is organizing an event to be known and advertised as Calvin Coolidge Days, to be held at San Carlos Park in Coolidge, Arizona on September 30, 2011 through October 2, 2011 (the “Event”).

2.0 Brown’s Services; Location.

2.1 Brown’s agrees to furnish at the Event a combination of rides, shows, food and game concessions, which will be set up on a site approved and deemed suitable to both parties within the midway area of the Event (the “Midway Area”). Brown’s will furnish its rides, shows, food and game concessions for a period of three (3) days, commencing on September 30, 2011. Brown’s will be allowed to occupy the Midway Area for setup no earlier than September 27, 2011, and will vacate the Midway Area no later than October 3, 2011.

2.2 Except as otherwise set forth herein, Brown’s is hereby given an exclusive right during the Event to provide all rides, shows and concessions in the Midway Area.

2.3 Except as otherwise set forth herein, the City agrees that it shall not allow any other or similar rides, concessions, carnivals and/or circuses in the Midway Area for a period of at least thirty days prior to the Event.

2.4 Local concessions permitted or operated by the City may also be located within San Carlos Park during the Event. While final determination of the location and appropriateness of such other concessions shall remain in the sole discretion of the City, the City agrees that it shall consult with Brown’s regarding its preferences and shall not place such concessions within the Midway Area without the prior permission of Brown’s.

2.5 Brown’s may, subject to the prior written approval of the City, which may be withheld, granted or denied in the City’s sole discretion, subcontract rides, shows

and/or concessions as needed or desired by Brown's; provided, however, that any such subcontracts must comply with all terms and conditions provided for in this Agreement.

3.0 City's Responsibilities.

3.1 The City agrees to distribute such reasonable and appropriate advertising materials as may be from time to time supplied by Brown's. Brown's agrees that all such materials shall refer to the Event as the "2011 Calvin Coolidge Days." The City further agrees to make reasonable efforts to publish press releases in paper and/or on radio prior to the opening of the Event.

3.2 The City agrees to provide reasonable access to drinking water, trash containers, and portable toilets during the Event.

3.3 The City shall be responsible for providing security during the Event as the City deems appropriate, in its sole discretion.

4.0 Brown's Responsibilities.

4.1 Subject to the City's approval and right of inspection set forth in 8.0 below, Brown's shall be responsible for supplying its own power for all of its rides, shows and concessions. If Brown's concessions need power, Brown's agrees to provide such at the rate of \$12.00 per day, per concession.

4.2 Brown's shall be required to furnish its own business licenses, permits and approvals as may be necessary for the lawful conduct of its business and warrants to the City that all such permits and licenses have been or will be obtained prior to the Event.

4.3 Brown's shall keep the Midway Area reasonably clear of trash, debris, and garbage during its occupancy. Upon leaving the Midway Area, Brown's shall leave the Midway Area in a reasonably-like manner as existed prior to Brown's entry.

5.0 Compensation to the City.

5.1 Brown's shall pay to the City an amount equal to twenty percent (20%) of the adjusted gross revenues from sale of admission tickets to the various rides and shows provided by Brown's, whether by advance sale (by the City or otherwise), onsite sale, or otherwise. For purposes of this Paragraph adjusted gross revenue shall be calculated after deducting any and all federal, state or local sales taxes from the gross

ticket price. Additionally, for ride sales, adjusted gross revenue shall be calculated by deducting an additional amount equal to ten percent (10%) of the ticket sales price for overhead and insurance. No other deductions shall be made in the calculation of adjusted gross revenue.

5.2 The parties shall meet and confer the day after the Event's closing (expected to be October 3, 2011) to determine Brown's adjusted gross revenue and provide for payment to the City pursuant to 5.1 above.

6.0 Indemnification. Brown's shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of Brown's, its officers, agents, employees, or subcontractors in connection with the services provided by Brown's pursuant to this Agreement. This indemnification shall not apply to any damage resulting from the gross negligence of the City, its agents and employees. Brown's obligation under this provision shall not be limited in any way by any term of this Agreement, or the insurance limits.

7.0 Insurance.

7.1 Brown's shall provide and maintain in full force while this Agreement is in effect (i) General Liability and property damage insurance from a reliable insurance company authorized to transact business in Arizona in an amount of not less than \$1,000,000, for bodily injury or death to more than one person, one occurrence and (ii) workers' compensation insurance if applicable.

7.2 Brown's shall provide the City with a Certificate of Insurance showing the City as an additional insured.

8.0 Inspection. The City has the right, but not the duty, to conduct reasonable inspection of any of Brown's rides, electric connections, concessions or equipment. If, in the City's reasonable opinion, any of the rides, electric connections, concessions, shows or other equipment or entertainment provided by Brown's are unsafe or constitute a nuisance, obscenity or other inappropriate or objectionable material, the City may require Brown's to immediately shut down or modify such equipment, ride, show, concession or other material without liability therefor and without offset against the City's rights to ticket revenues or other rights under this Agreement.

9.0 Independent Contractor. Brown's shall at all times retain the status as an independent contractor. Brown's employees shall under no circumstances be considered

or held to be employees or agents of the City, and the City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Brown's and Brown's shall save and hold the City harmless with respect thereto. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal association or organization of any kind between Brown's and the City, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

10.0 Miscellaneous.

10.1 Assignment. Brown's shall not assign any of its rights and duties under this Agreement without the prior written consent of the City. Any assignment to an affiliate or successor of Brown's shall not, however, relieve Brown's of its obligations, duties and liabilities pursuant to this Agreement and Brown's shall at all times remain fully responsible therefor.

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument signed by both parties hereto.

10.3 Severability. In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. Upon the determination of the invalidity, illegality or unenforceability of any provision of this Agreement, the parties will negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible.

10.4 Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

10.5 Attorneys' Fees. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10.6 Governing Law: Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore.

10.7 Time. Time is of the essence of this Agreement.

10.8 Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. §38-511.

10.9 Undocumented Workers. Brown's understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Brown's hereby warrants to the City that Brown's and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject Brown's to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of Brown's, subcontractor or employees who works on this Agreement to ensure that Brown's or subcontractor is complying with the Immigration Warranty. Brown's agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of Brown's and any of subcontractors to ensure compliance with Immigration Warranty. Brown's agrees to assist the City in regard to any random verifications performed.

Neither Brown's nor any subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract Brown's enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.10 Scrutinized Business Operations. In signing this Agreement, Brown's certifies pursuant to ARS §35-391 that it does not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that it does not have scrutinized business operations in Iran.

10.11 Federal Regulations. Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Brown's acknowledges, by signature to this Agreement, that: Brown's is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Brown's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first written above.

CITY OF COOLIDGE,
A municipal corporation

By: _____
Its Mayor

Attest:

Approved as to form:

By: _____
City Clerk

By: _____
City Attorney

Brown's Amusements, Inc.,
an Arizona Corporation

By: Sherry Brown
Its: V.P.

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Grant Agreement with Kaboom

STAFF PRESENTER: Ricky LaPaglia, Parks and Recreation Director

RECOMMENDATION:

The Recreation Department would like The Council to approve the letter of agreement and the addendum with Kaboom for a playground grant.

DISCUSSION:

The city has been awarded a \$9,000 grant from Kaboom and an additional \$6,000 discount in playground equipment. The playground is designated to go in the Landmark Ranch Development. The Parks Department is responsible for the maintenance of all common area in Landmark Ranch. There is currently no play structure in the development.

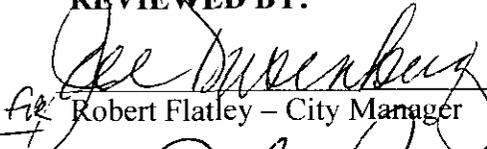
FISCAL IMPACT:

To be determined, there will be no money designated in the 11/12 fiscal budget, however there will be staff hours put towards this project.

Attachments

Letter of agreement with Kaboom

REVIEWED BY:

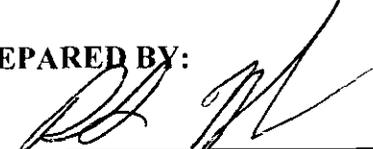


Robert Flatley – City Manager

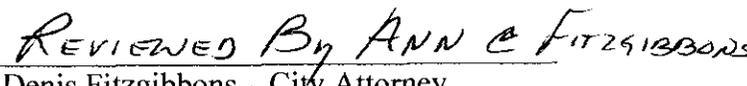


Lisa Pannella – Finance Director

PREPARED BY:



Ricky LaPaglia – Parks and Recreation Director



REVIEWED BY ANN @ FITZGIBBONS
Denis Fitzgibbons – City Attorney

Dr Pepper Snapple Group – KaBOOM! Let's Play Construction Grant Program Grantee Letter of Agreement

City of Coolidge ("Grantee") is hereby awarded a grant of **\$9,000** by KaBOOM!, and a discount of \$6,000 from a preferred vendor, to apply toward the creation of a playground under the terms and conditions stated in this Letter of Agreement (LOA). Failing to comply with any of the requirements stated in this LOA or providing false information may result in forfeiture of this grant.

Scope of Project

1. The final Build Day on which the playground is constructed and fully completed must be on or before **August 31, 2012**.
2. The playground must be built using the KaBOOM! community-build model, defined in summary here as the method of using community volunteers to plan for, design, fundraise for, and build a community playground.
3. \$9,000 will be applied toward the purchase of playground equipment from any one of the following Preferred Vendors: BCI Burke, BigToys, GameTime, Landscape Structures, Inc., Little Tikes Commercial, Miracle Recreation Equipment Company, Play and Park Structures, Playland International, Playworld Systems, Progressive Design Playgrounds, or WOW Playgrounds.
4. The total playground equipment expenditure for this project from the single manufacturer toward whom this grant is applied must be no less than \$24,000 and not more than \$40,000, inclusive of grant monies.

Disbursement and Verification of Grant Funds

5. Grantee must alert KaBOOM! when they are prepared to purchase their equipment so that KaBOOM! can contact the vendor's national headquarters to apply the \$6,000 equipment discount.
6. Grant funds will be disbursed directly to the equipment manufacturer selected by the Grantee, once the Grantee has submitted the following documentation to KaBOOM!:
 - a) An invoice verifying the amount of the equipment order,
 - b) Verification that the equipment has been delivered to the Grantee
 - c) Submit proof of funds raised for the project (verified through a bank statement)
 - d) A final invoice showing the equipment order, the Grantee's payment, and a remaining balance of \$9,000.
7. In the event that KaBOOM! submits payment of grant funds to equipment manufacturer, for purchase of playground equipment on behalf of Grantee based on information provided by Grantee and Grantee does not complete a playground build, Grantee will reimburse KaBOOM! for the amount of the payment.
8. During any time of the grant program the grant can be withdrawn due to incomplete benchmarks during the planning process.

Ongoing Participation of the Grantee During the Grant Period

9. Grantee agrees to meet the timelines established for the submission and/or completion of the following key project benchmarks. In the case of submissions of reports or documents, they should be sent to the attention of the KaBOOM! Grants Manager. Failure to submit any such report by the appointed deadline may result in forfeiture of the grant.
 - a) Grantee must sign this LOA and return the signed, original hard copy to KaBOOM! by TBD.
 - b) At least 4 weeks prior to the Build Date, grantee must place equipment order directly with the local representative of the equipment manufacturer and submit proof of playground equipment order in the form of an itemized equipment invoice from the representative.
 - c) At least 4 weeks prior to the Build Date:
 - i. Grantee must submit their **Build Day Plan of Action** report, outlining the roles and responsibilities of all community volunteers, along with time breakdowns illustrating how volunteers will be engaged in the build day process from the kick-off to the ribbon-cutting.
 - ii. Grantee must submit a **programming plan** detailing how different segments of the community will use the playground at different times.
 - iii. Grantee must submit an ongoing **maintenance plan** detailing how the playground will be maintained, who will conduct the maintenance, and how the maintenance plan will be budgeted.
 - d) No later than 2 weeks after the Build Date:
 - i. Grantee must submit the equipment invoice showing the equipment order, their payment, and a remaining balance of \$9,000.
 - ii. Grantee must submit Grantee Completion Report. A portion of the report consists of a post-build survey, which will be provided by KaBOOM!. In addition, the grantee must include a project summary, photographs, and media stories that document the project's progress and execution. **Payment will not be sent to the equipment vendor until all Post Build documents are received.**

The grantee must:

10. Agree to purchase playground equipment from a KaBOOM! Preferred Vendor.
11. Participate in monthly planning calls.
12. Complete steps of planning by established timelines (this will be provided to selected grantees).
13. Submit proof of funds raised for the project (grant funds will only be released at this time).
14. Post new pictures and information in your Project Planner and on the Playspace Finder after the playground is completed.

Partner Recognition

15. Grantee must use preapproved media release templates. Reference to the Dr Pepper Snapple Group – KaBOOM! grant program and their sponsorship in other forms such as newsletters, web stores, or other promotional materials is subject to review and approval.

Certification Requirements

16. Grantee agrees to purchase only surfacing that meets ADA Guidelines (Americans with Disabilities Act), is IPEMA (International Play Equipment Manufacturers Association) certified and meets and/or exceeds the standards set forth by ASTM (American Society for Testing Materials) and CPSC (Consumer Product Safety Commission).
17. Grantee warrants that the organization/municipality currently has, and will maintain for the life of the playground, Commercial and General Liability insurance providing coverage against liability for bodily injury, death and property damage which may rise out of or be based upon the use of the playground; and Worker's Compensation insurance policies, in amounts not less than one million dollars (\$1,000,000.00). **Grantee must also include KaBOOM! and Dr Pepper Snapple as additional insured and should submit documentation no less than 4 weeks prior to Build Day.**

18. Grantee will look solely to Vendor for performance of, and for payment and/or satisfaction of any obligation or claim arising out of, or in connection with, this Agreement and hereby covenants that it will not assert any claims against KaBOOM!, Inc. or any of its affiliates, nor look to KaBOOM! or any such affiliates for satisfaction of any such obligation.
19. Grantee must ensure that an installer representing the selected manufacturer will be on site on Build Day to oversee the installation of the playground and to review the playground structure to ensure that it is safe and built to all appropriate standards and guidelines. Grantee acknowledges that neither KaBOOM!, Dr Pepper Snapple Group nor their respective officers, directors, employees, or agents are in any way responsible or liable for action, inaction or negligence of the playground installer. In the event that the Build Day is delayed or not completed on the scheduled day, Grantee acknowledges that it will be the responsibility of Grantee to secure an installer representing the selected equipment manufacturer to review the completed playground.

Indemnification

20. By accepting the Grant, the Grantee acknowledges that neither KaBOOM! nor DPS nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant funds or the Grant sponsored project. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KaBOOM!, DPS and its subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, losses, damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Grant sponsored project, except to the extent that such claims, liabilities, losses, damages or expenses arise from or in connection with any willful misconduct of KaBOOM!, DPS, their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

General

21. KaBOOM! has the sole right, at its discretion, to waive or postpone any deadline or requirement stipulated in this Letter of Agreement.

I have read and attest that my organization is willing to comply with the Dr Pepper Snapple Group - KaBOOM! Let's Play Construction Grant requirements outlined in the Letter of Agreement.

Please return a signed copy of this Letter of Agreement to: ATTN: Deva Jones, Grants Manager, KaBOOM!, 4455 Connecticut Avenue, Suite B100, Washington, DC 20008.

Authorized Signature for Challenge Grantee	Date	Printed Name
Name of Challenge Grantee Organization	Job Title	
Phone Number	Fax Number	E-Mail Address
Mailing Address	City	State Zip
Federal ID #	Non-profit Status (e.g. 501(c)(3))	

KaBOOM! CFO	Date	George T. Megas
KaBOOM! 4455 Connecticut Ave., NW Suite B100 Washington, DC 20008 202.659.0215 fax: 202.659.0210		

Addendum KaBOOM Grantee Letter Agreement

The following provisions are incorporated in and made a part of the Dr. Pepper Snapple Group – KaBOOM! Let’s Play Construction Grant Program Grantee Letter of Agreement (“Agreement”) between the City of Coolidge, Arizona (City) and KaBOOM! dated _____.

FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. KaBOOM! acknowledges, by signature to this Agreement, that: KaBOOM! is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; KaBOOM!’s principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

UNDOCUMENTED WORKERS: KaBOOM! understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. KaBOOM! hereby warrants to the City that KaBOOM! and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.

CONFLICT OF INTEREST. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

SCRUTINIZED BUSINESS OPERATIONS. In signing this Agreement, KaBOOM! certifies pursuant to ARS §35-391 that it does not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that it does not have scrutinized business operations in Iran.

City of Coolidge

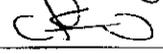
KaBOOM!

By: _____

Mayor

Date: _____

By:  _____

Its:  _____

Date: 9/20/11 _____

CITY OF COOLIDGE
CITY COUNCIL ACTION FORM

SUBJECT: ADOT IGA Transit Fiscal Year 11/12 5311 Grant Contract	STAFF PRESENTER: Marcus Hoffman
--	--

RECOMMENDATION:

Authorization to allow the mayor to execute Arizona Department of Transportation (ADOT) agreement number JPA 12-008 project Formula Grants for Non-Urbanized Areas: 49 USC 5311-CFDA 20.509.

DISCUSSION:

February 14th, 2011 council passed resolution 11-01; A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, COUNTY OF PINAL, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE CONCERNING RURAL PUBLIC TRANSPORTATION SERVICES.

Contract JPA 12-008 has been received from ADOT and is ready for final signatures. Grant JPA 12-008 covers transit funding for federal fiscal year October 1st, 2011 to September 30th, 2012. All funding requested from ADOT in our initial application have been negotiated to the fiscal impacts below. Grant JPA 12-008 holds expenditures for all local Coolidge services and the Pinal Central Express regional line.

The entire project was funded \$791,829 for operations and \$533,229 for capital projects. Coolidge is obligated to \$181,763 for local operations and \$20,700 for regional service. A Pinal Central Express Partnership was formed this year under IGA's with Coolidge, Central Arizona College, Town of Florence, and Pinal County. The partnership has joined to cover the cost associated with the Pinal Central Express service line under equal share of \$109,932.64 less advertising and contribution revenues generated. To date the regional partnership has received contracts for \$12,000 in advertising revenue and \$20,400 in contributions revenue from the Town of Queen Creek.

FISCAL IMPACT:

<u>Total Project:</u>	<u>Operations \$791,829</u>	<u>Capital \$533,229</u>
<u>Coolidge Match:</u>	<u>Operations \$203,749.54</u>	<u>Capital \$26,826.03</u>
<u>Regional Partnership Match:</u>	<u>Operations \$82,449.48</u>	<u>Capital \$10,500</u>

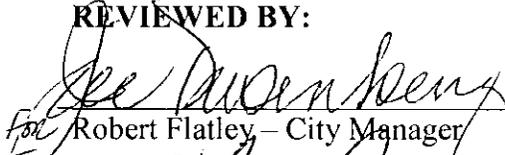
Attachments

5311 Rural Transit Grant Application

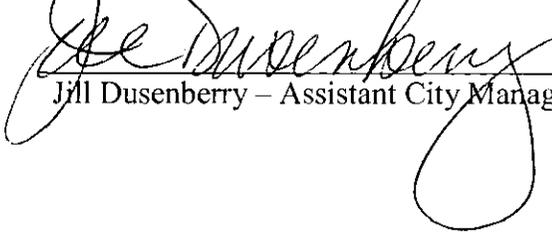
Gant Agreement JPA 12-008 Formula Grants for Non-Urbanized Areas: 49 USC 5311-CFDA 20.509

IGA for Pinal Central Express

REVIEWED BY:


for Robert Flatley – City Manager


Lisa Pannella – Finance Director


Jill Dusenberry – Assistant City Manager

PREPARED BY:


Marcus Hoffman – Transit Manager

Reviewed by Ann Schrooten
Denis Fitzgibbons – City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

Application Form Only

To be completed in Word Format

Section 5311

Rural Transportation Program

FY 2011



November 2010

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PART V. PROJECT APPLICATION

GENERAL INSTRUCTIONS

Each fall an announcement is made of 5311 Rural Public Transportation funding and application availability. The announcement is made by mail to all Councils of Governments, Metropolitan Planning Organizations, Tribal Governments and related Tribal communities, and to local governments located in Non-Urbanized Areas of Arizona. The announcement is also made on the ADOT Multimodal Planning Division website.

Applications are only available from the ADOT Multimodal Planning Division. The application packet includes general instructions, application forms for new and continuing applicants, and a set of required certifications and assurances. Application forms are also available in electronic format, in Microsoft Word (narrative) and Excel (budget).

One original and one paper copy of applications must be submitted as well as one electronic version (email or disk). Original signatures are required for the certifications and assurances at the end of the application package. Please allow adequate time to obtain the necessary signatures and approvals and to mail or hand deliver a copy of the application to ADOT Multimodal Planning Division by the annual stated deadline.

NEW AND CONTINUING PROJECTS

Separate narrative application forms are provided for new and continuing applicants. This recognizes the differences between the two while still addressing key needed information. The new project application narrative is only for projects that are applying for the first year and have completed a transit feasibility study.

While new projects are developed on the basis of planning estimates, continuing projects have the benefit of actual operating experience. Developing effective transit services is a process. It is expected that over time grantees will strengthen their management capability and the effectiveness of their services. In addition, as communities grow and change, transit services need to respond to remain a vital part of the community infrastructure.

Application Contents

- Applications for both new and continuing projects include the following:
- A **checklist** of required elements (page 69)
- **Basic grantee information**

- **Narrative pages** in which applicants are requested to describe their transit programs. There are two sets of narrative pages, one for continuing projects and one for new projects. Only complete the set appropriate for your project.
- **Budget pages** for administrative, operating, and capital expenses. The substance abuse budget is included on the administrative budget page.
- **A description of any capital requests**
- **Certifications, assurances, and other attachments**

Applicants should complete all sections completely and concisely, including the budget forms. The narrative questions explain to reviewers: 1) the transit services provided and the role transit plays in the community, 2) management capability, and 3) your commitment to comply with Federal and State requirements.

ADOT recognizes the difficulty new applicants may have in providing detailed budget information. Nevertheless, your best estimates will provide a rough idea of the magnitude of the project and its cost-effectiveness. Your transit feasibility plan should also provide good information to base your estimates.

Instructions for Using the Electronic Files

The application consists of an electronic Microsoft Word file and an Excel file. Choose the file type and complete the necessary forms; print your document. For your final application, bind together only the pages that need to be submitted for your project, including the support documentation requested. Do not include these instruction pages or sections that are not appropriate for your project.

The Word file contains form fields including checkboxes and text fields that scroll to allow additional room. The following instructions provide a few simple tools that will assist you in completing the application in the Word format. Form fields are used on the electronic Word file to accommodate responses to application questions. To edit any text outside the form fields you will need to override this tool.

1. First, remember that when working on computer files, it is important to save your file frequently. This protects you in case of a power outage or other system failure. If you save your file every 15 minutes, you will not risk losing large amounts of work.
2. Note that there is a "header" on the application where you are requested to put your system name. **Please place your system name in the header before completing the rest of the application. See step three to override the form fields and type in the header field.**
3. Overriding the Form Fields Tool. When you receive the application it will be ready for you to begin to enter data into the form fields. To put your agency name in the header

of the application, or if you wish to make other edits, you will need to override this tool. To turn off the forms tool:

- o Under "View", Click on "Toolbars," Click on "Forms."
- o Last symbol is "Protect Form," a padlock. If this is "unlocked," you may make changes to the document such as moving text. This must be "locked" or darker in color in order to insert data into the form fields.

When you have finished any edits, "lock" the "Protect Form" and you will again be able to insert information in the form fields.

4. Where requested, you need to fill in the totals in the Word file. Automatic summing functions are not included as they were not working properly across all versions of Word and for different number formats.

APPLICATION PROCESS AND AWARDS

Applications will be considered for funding based on the evaluation and selection criteria listed in Part II of this Handbook. The information submitted in your application will be the primary source for determining your score and rating priority. However, on-site visits to applicants and current performance of existing projects will also be considered as part of the evaluation of current projects.

In order to facilitate the grant development and approval process, the Federal Transit Administration allows projects to be listed in two different categories, depending on how completely requirements have been satisfied:

CATEGORY A includes those projects certified by DOT as having met all the statutory and administrative requirements for approval.

CATEGORY B includes those projects that DOT anticipates approving during the current year, but that have not yet met all statutory and or administrative requirements. As the necessary requirements are satisfied, these projects may be advanced to Category A.

The final decision on project selection and funding will be made by the Director of ADOT Multimodal Planning Division. ADOT retains sole discretion to determine which projects will be funded and the amount of funds awarded to any given project.

- The Division may award full funding as requested, a percentage of the requested funding, or no funding at all. All applicants will be notified of this decision within one week after the final decision is made, anticipated to be in **May 2011**.

The Division may request additional information from applicants to clarify what was submitted in their applications.

After applications are reviewed internally at ADOT, each applicant will be invited to a meeting in which they will discuss their application with the Review Panel. After the review process has been completed, the Review Panel will make recommendations to the ADOT Multimodal Planning Division.

Each applicant will be notified of the State and/or Federal requirements for developing a final project agreement. This may include a more refined scope of work, budget clarification, additional information, a requirement to hold a public hearing, signatures on federal certifications and assurances, inclusion in locally developed Coordinated Services Transportation Plan for your region or other items.

APPLICATION ASSISTANCE

ADOT Multimodal Planning Division will hold mandatory workshops to provide additional information and to assist applicants in completing their applications. The location dates, and times of the workshops will be included on the ADOT Multimodal Planning Division website <http://mpd.azdot.gov/transit> and can be found under the "Transit Events" calendar icon. Please attend the workshop that is most convenient for you. **Remember, you must attend a workshop if you plan to submit an application for Section 5311 funding.**

APPLICATION SUBMITTAL

Applicants must submit an original and one (1) copy of the application, along with an electronic copy of the spreadsheet containing the budget worksheets.

When are the applications due?

Applications must be submitted, by 5:00 p.m. Friday, January 28, 2011 to:
Arizona Department of Transportation
Multimodal Planning Division
Attn: Sam Chavez, Section 5311 Program Manager
206 South 17th Avenue, Mail Drop 310 B
Phoenix, Arizona 85007

APPLICATION PACKAGE

A complete set of application forms are presented on the following pages. Applicants are urged to work from an electronic copy of the forms which can be obtained on the ADOT Multimodal Planning Div. website at http://mpd.azdot.gov/Community_Grant_Services/. There are two electronic files – Microsoft Word (narrative) and Excel (budget).

CHECKLIST OF APPLICATION REQUIREMENTS

A checklist of required elements to submit with your application is presented on the following page. Please complete and submit the checklist with your application materials.

AGENCY: THE CITY OF COOLIDGE

Contact: Marcus Hoffman, CCTM-CSSM

Phone: 520-723-6085

Email: mhoffman@coolidgeaz.com

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED AS A PART OF YOUR APPLICATION:

- A-1 Checklist
- Project Information
- A-2 Narrative Description of System (*Choose either Continuing or New Project Forms*) (*Word File*)
- A-3 2011 Administration and Operating Budgets (Excel File)
- A-4 2011 Capital Request Application (Word File)
- A-5 Federal Certifications and Assurances
 - Affirmation of Application
 - General Assurances Form (must be signed)
- A-6 Support Documentation
 - Copies of Letter of Notification to Providers in your service area. (sample letter included)
 - Listing of recipients, eligible surface public transportation providers, and labor representation for 13(c)
 - Map(s) or Bus Schedule of service area
 - Public transportation needs survey / feasibility study, as applicable
 - Updated copy of five year transit implementation schedule (current applicants only)
 - Notice of public hearing announcement (sample notice included)
 - Public body support letters
 - Opposition letters to the project
 - ADA coordination agreement(s) with paratransit providers (if applicable)
 - Substance abuse program implementation checklist (current applicants only)
 - Vehicle Inventory Form (current applicants only)

APPLICATION FOR SECTION 5311 ASSISTANCE FOR FY 2011

APPLICATION SECTION 1: PROJECT INFORMATION

PROJECT INFORMATION

1. **Applicant Name:**
Contact Person's Name:
Title:
Address: **Zip:**
City: **Fax:**
E-mail:
Web Site Address:

2. **Transit Service Sponsor:**

- City Tribal Government or community
 County Other Agency (Specify):

3. **Application Category:**

- New 5311 Continuing 5311

4. **This application contains funding requests for:**

- Administrative and Operating Funds
 Capital Funds

APPLICATION SECTION 2: NARRATIVE DESCRIPTION OF SYSTEM

SUBSECTION 2-A ON CONTINUING PROJECTS

(Attach any support documents/materials following Section 2-A)

This part of the application is divided into several sections, each covering a different aspect of your system and its management. Applicants are urged to provide thorough but concise answers to the questions.

A. ORGANIZATION

1. **Provide a detailed description of your transit operation and include a copy of your mission statement. How many years have you been providing general public transportation? Describe your target population, your service area and attach a map.**

MISSION STATEMENT

The City of Coolidge Cotton Express Community Transit provides safe, reliable, courteous and affordable public bus service to meet transportation needs of individuals within our community and parts of Pinal County.

The City of Coolidge has been providing transportation services to the general public since 1990, beginning as a Demand Response program utilizing a van purchased by the City. The Cotton Express expanded to a deviated fixed route within the city limits in 1993 with fully accessible curb to curb service to the elderly and disabled through a dispatch system. Our target population covers all civilians that are inside the city limits of Coolidge that are acquiring or in need of public transportation.

In addition to these continuing services being provided again another year, the City of Coolidge has partnered with neighboring agencies to provide regional public transit, that has already been established by an ADOT funded pilot project over the course of this past year. The pilot project has a single route of service that connects people from the Town of Florence, Coolidge, Central Arizona College, and the City of Casa Grande. Known as the Pinal Central Express route, this deviated fixed route service fits the needs for a wide variety of people throughout these communities.

2. **Summarize any issues your service needs to focus on in FY 2011 and how you plan to meet your prioritized goals and objectives.** (This should be consistent with agency Five Year Plan matrix)

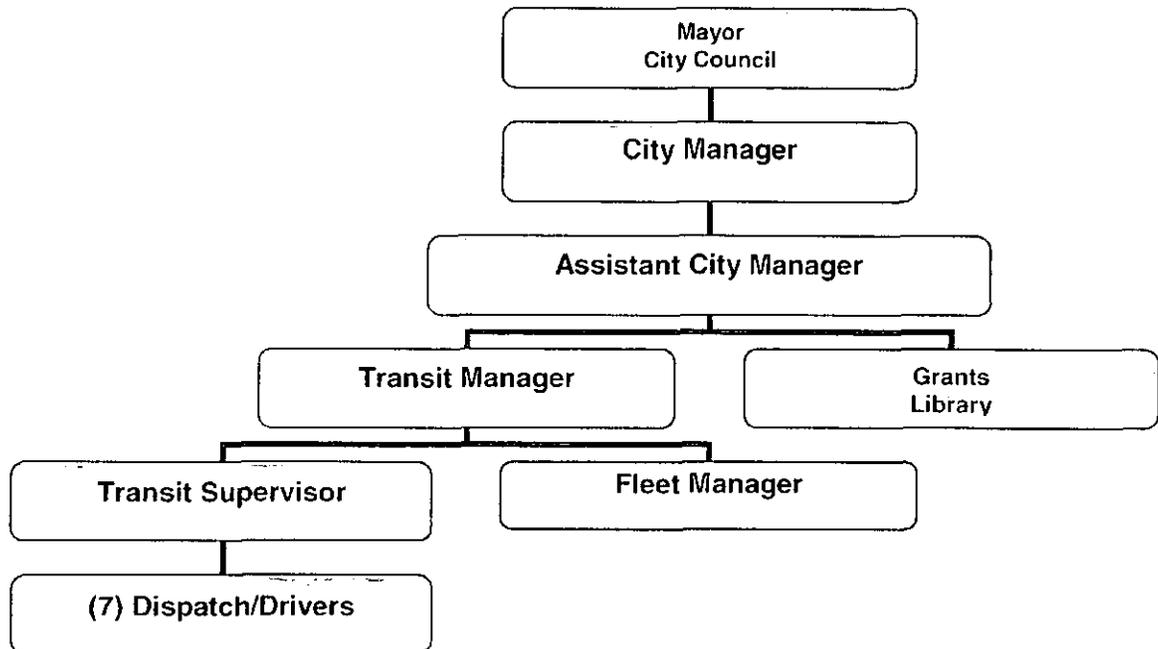
2011 will be challenging for transit, as we continue to fund our local services along with the additional regional services that have been added to this year's application. Regional expansion was part of our 5 year plan to be implemented during 2011 and ADOT helped the City of Coolidge start regional transit under a pilot project. Key issues to focus on are funding and partnerships. Funding for any agency is harder than it ever has been. Trying to partner with other municipalities, agencies, or businesses is just as hard in these economic times.

During the 2010 service year the City of Coolidge has completed construction on our transit facility and is scheduled to be in full operation February 22nd 2011.

Ridership has increased since the expansion of our local hours and the start of regional transit. The Cotton Express will approximately transport 42,000 trips from

last year's near 20,000 trips. The changes to our service and sustainability are our primary focus for 2011 grant year.

3. What is the structure of your organization (attach organizational chart), including the number of transit employees and job titles. (e.g. drivers, mechanics, administrative, etc.)



Currently the Cotton Express is staffed by the following:

- Transit Director 15% FTE – responsible for general oversight of the program
- Transit Manager 100% FTE – responsible for daily operations, supervision of dispatchers/drivers, scheduling, financial management, budgets, contracts, and marketing. Also serves as a backup Driver/Dispatcher and mechanic.
- Transit Supervisor 100% FTE – responsible for daily operations, supervision of dispatchers/drivers, hands on training to new staff and current staff, also serves as back up dispatcher/driver.
- Dispatcher/Driver 100% FTE – responsible for driving and dispatching
- Fleet Manager 100% FTE – responsible for maintenance and repairs to vehicles in the fleet plus manufacturing/maintenance of facilities equipment and fixtures

4. Please list the membership of your Transit Advisory Committee (TAC), including the member's positions within the community?

Our Transit Advisory Committee is our City Council. They are made up of 5 men, one woman, one vacancy, one Hispanic, and one disabled. Their occupations are: retired registered nurse, probation official, grocer, retired military, broker/realtor, and community development manager.

5. Describe the TAC's role in the decision-making process for transit. Explain how they provide input to the transit manager regarding vehicle equipment purchases, expansion of service, fare structure, marketing strategies, reviewing your application, performance statistics, transit benefits to the community. Include copy of your last TAC meeting.

As the City Council, they are the decision making body. They are very supportive of transit and participate in many community organizations such as Rotary, Lion's Club, and the Chamber of Commerce. They provide information on a regular basis to the Transit Manager. All Council meetings are televised on the City's local cable television station, which is a great marketing tool. Our City Council makes all final decisions by common vote.

6. Does the Transit Manager perform other duties besides managing day-to-day transit operations? Explain and include the percent of time spent for each duty.

No

B. SERVICE DESCRIPTION

Use the following questions to describe your transit service. Attach a copy of the schedule, service map and brochure given out to customers.

1. Type of service (check all that apply)

Local Regional Intercity
 Dial-A-Ride Demand Response Deviated Routes
 Fixed Route

If you operate fixed route service (as opposed to deviated fixed route service), explain how you meet Complementary ADA Paratransit requirements?

The Cotton Express operates four local Deviated Routes as well as a local Dial-A-Ride service during all hours of operation. Deviated Routes along with Dial-A-Ride makes services intervals for our paratransit customers more frequent and lower cost of more than one vehicle needed in service for Dial-A-Ride.

If you operate deviated fixed route service, explain how far you deviate from the route, and under what circumstances.

Deviations from the route may occur up to two full city blocks away from the route on scheduled times. Deviations are only requested by dispatchers when our wait times for customers reach higher than thirty minute averages on Dial-A-Ride.

If your system operates intercity service, please describe commute times, average riders per day, frequency of service, trip destinations, and passenger type.

No intercity service is provided at this time.

2. Describe your current service area(s), days and hours of operation and fare structure.

Local route services within the City Limits of the City of Coolidge operate from 6:45a.m. Until 8:00 p.m. Monday through Friday, except legal holidays. The deviated fixed route serves both residential and commercial areas within the City. The fixed route, identified by bus stops signs and bus shelters, is located in such a manner as to accommodate virtually every household and business within the incorporated boundary of the City of Coolidge within easy walking distance [approximately 2 blocks]. Stops are located adjacent to social services agencies such as the Department of Economic Security as well as doctor and medical facilities. Stops are located on or near major employment centers, the main business corridors and within three major shopping centers/grocery stores. The entire route is run during each hour of service.

Local Route fares are:

ADULT	12 years and older	\$1.25 per passenger trip
Month:	\$45.00	7-Day: \$17.50 Daily: \$2.50
CHILD	3 thru 11 years	\$0.75 per passenger trip
Month:	\$30.00	7-Day: \$10.50 Daily: \$1.50
0 thru 3 years no charge and must be accompanied by a paying adult		

Dial-A-Ride fares are:

ALL PASSENGERS	\$1.50 per passenger trip
Month:	\$55.00 7-Day: \$21.00 Daily: \$3.00

Regional routes services are provided from the Casa Grande Regional Medical Center, Promenade Mall, Central Arizona College, Coolidge Transit Terminal, Florence County Complex, Florence Senior Center, Pinal County Justice Complex, and Florence Regional Hospital from 5:00a.m. Until 10:00p.m., Monday through Friday, except legal holidays. This regional service is also a deviated fixed route that follows the same structure as the local Coolidge route system.

Regional Route fares are:

ADULT	12 years thru 54	\$2.00 per passenger trip
Month:	\$80.00	Local Regional Daily: \$6.00 Daily: \$4.00
CHILD/STUDENT	3 thru 11 years	\$1.00 per passenger trip
Month:	\$40.00	Local Regional Daily: \$3.00 Daily: \$2.00
0 thru 3 years no charge and must be accompanied by a paying adult		
Senior/Disabled 55 & Up	\$2.00 per passenger trip	
Month:	\$72.00	Local Regional Daily: \$6.00 Daily: \$4.00

3. List the local activity centers such as medical, employment, commercial locations, human service programs, and low-income or public housing that are served by your system. Explain the daily service to these areas and indicate those activity centers that are the busiest.

The route serves primarily business and shopping centers such as Safeway, Shopes IGA, and Wal-Mart, but also incorporates social service agencies such as DES, Pinal Hispanic Council, governmental centers, the post office, doctor's offices, child care facilities, schools, and public housing. Service is available M-F 6:45 a.m. to 8:00 p.m. The route covers the shopping centers every half hour and the social service agencies, medical centers, and housing every hour.

4. Does your system connect with other modes of transportation? For example, urban public transit services, airports, park-and-ride lots, senior centers, or intercity bus stations.

Since the start of our regional pilot project the Cotton Express now connects with other modes of transportation at the Florence Senior Center and the Casa Grande Regional Medical Center.

The Town of Florence operates a 5310 service through their senior center that connects to our regional services on the Pinal Central Express. This connection makes it possible for senior and disabled citizens that reside in the Town of Florence to travel to the City of Coolidge, Central Arizona College, or the City of Casa Grande for education, medical, or personal needs.

The City of Casa Grande operates a similar 5310 service through their senior center and makes frequent connection stops at the Casa Grande Regional Medical center assisting those that arrive at the Medical Center with possible trips further into Casa Grande for medical and personal needs. In the City of Casa Grande there are other private forms of transportation that connect to the Pinal Central Express that passengers from time to time use to navigate through the City of Casa Grande.

5. Is your system included in a Regional Transportation Coordination Plan? Include copy of page(s) referencing your transit system.

Yes

6. Other than any limitations described in your schedule, are there any limitations on services, such as unescorted minors, amount of baggage,

bike racks, flag stops, etc.?

No Yes. If yes, please describe

7. Is your system planning to:

- Maintain the same level of service as last year
 Change the level of service,

If your system is proposing to change services, such as: routes, days and hours, service frequency, please describe in detail the changes and management estimate of costs to increase services.

July of 2010 was the start of the ADOT regional pilot project that the Cotton Express was to perform across county services connecting Casa Grande, Coolidge, Central Arizona College, and Florence. The new route was named the Pinal Central Xpress line that operates 17 hours a day with a frequency of 120 minutes. The route covers approximately 550 miles a day Monday thru Friday, except major holidays. Since the start of this service passenger trips keep increasing each month. August figures were under 1,000 trips a month and January's figures are approaching 2,000 trips a month. This route has proven to be a desired need and will be used even more as fuel prices keep climbing. The majority of trips being serviced are educational to Central Arizona College about 45%. The second not too far behind are employment trips equating to about 26%. The remainders of the trips are for medical and personal trips.

See our budget sheets for increases to the program funds due to this service change.

8. Is intercity bus service provided in your area? Yes No

If yes, describe service/service provider

C. LEVEL AND USE OF SERVICE

1. Ridership. What was your total ridership in FY 2010 (Oct 09 to Sept 10): 18,864

2. Do you anticipate a significant ridership change in FY 2011?

Yes No

If yes, please explain the change in projected annual ridership for FY 2011.

Change in services to a regional and local service. New riders have been using transit services that have never had it available before.

3. How many revenue miles and revenue hours did you operate in FY 2010?

Revenue Miles Revenue Hours

4. Do you believe service hours and service miles will change in FY 2011?

Yes No

If yes, please identify the anticipated increase or decrease in service miles and hours. The projected annual service miles and hours for FY 2011 are:

Projected Revenue Miles per Year

Projected Revenue Hours per Year

5. Based on last year's statistics, estimate the proposed percentage of your service in the following categories:

TRIP PURPOSE	Percent <i>equals 100%</i>	PASSENGER TYPE	Percent <i>equals 100%</i>
A. Medical	<input type="text" value="11"/>	A. Adults	<input type="text" value="10"/>
B. Shopping	<input type="text" value="30"/>	B. Child	<input type="text" value="51"/>
C. Employment	<input type="text" value="2"/>	C. Disabled <60	<input type="text" value="9"/>
D. Education	<input type="text" value="50"/>	D. Disabled >60	<input type="text" value="9"/>
E. Recreation	<input type="text" value="2"/>	E. >60, not disabled	<input type="text" value="11"/>
F. Other (Specify)	<input type="text" value="5"/>	F. <60, not disabled	<input type="text" value="10"/>
Total Percent <input type="text" value="100"/>		Total Percent <input type="text" value="100"/>	

6. If funding is disapproved, how will it impact/affect your community?

The citizens of Coolidge have been relying on the Cotton Express for over 15 years. Not being able to provide this service will impact a large portion of our community that uses our service on a daily basis for medical, education, and other needs of transportation assistance. The majority of our ridership has no other mode of transportation and must rely on the Cotton Express each day.

7. If funding is approved, how will your community benefit?

Funding is critical to our service and is the only way our community can provide transit service to our citizens. Without funding the program will stop and the people we transport will have limited options available to them, as we are the only transit service in the area for day to day use. Medical transport will be available to some that qualify for other services by human resource providers.

D. COORDINATION OF SERVICE

This section provides an opportunity for you to provide evidence of coordination or attempts to coordinate with other agencies, e.g. DES, departments of human services, senior centers, One-Stop Centers for employment assistance, training programs in your community, or other transportation operators in the service area, including 5310 providers.

1. Identify your areas most recent Regional Transportation Coordination Plan and how your participation has improved the efficiency and/or effectiveness of your service.

In 2009 Pinal County started a study with ADOT on regional transit service for Pinal County. The City of Coolidge was given a seat on the committee that was filled by our transit manager. Discussions and planning involved current services, providing future services, governance of future services, and a timeline to implement services based on desired need from public. This study has not yet been completed but is scheduled for publication May 2011. During this study ADOT and the City of Coolidge learned that there was a desired need for regional connection across Pinal County, which led to a decision by ADOT to fund a regional pilot project for one year, to determine the exact need for county services in Pinal County.

The City of Coolidge currently is involved in a transit feasibility study for the City of Eloy that should also be completed by May 2011. This study will help the City of Eloy determine an overall need for transit and what is the best economical way to provide the service. This will also help the City of Coolidge discover the need for regional connection to the City of Eloy and the best way to provide that service under partnership with the City of Eloy.

2. What human service agencies or other transportation providers have you met within the last year to discuss transit service coordination? Include the outcomes of those meetings.

We are part of the Pinal County Transportation Coordination Project which calls for the coordination of transit efforts by ADOT, government, and private agencies. Accomplishments to date are:

- Built stronger, more effective relationships among participating providers
- Overcame initial resistance and skepticism regarding coordination
- Established momentum for additional future coordination efforts
- Identified specific barriers which would need to be addressed by the Pinal County Study Advisory Committee, with assistance of the statewide Coordinating Council.

Implemented meaningful first steps in a county-wide coordination effort.

3. **Is any part of your service subcontracted to another agency? If yes, explain how you monitor their performance and compliance with Federal regulations. Does your agency or a subcontractor contract with unionized labor? If yes please provide contact information.**

No

4. **Do you have a contingency plan in place with other transportation providers to ensure the delivery of transit services when there are insufficient back-up vehicles or drivers at your agency? Explain and attach a copy of your plan.**

We have a sufficient number of buses to accommodate our service, including backup vehicles. All buses require CDL drivers, and while we employ full time, part time and back up drivers, occasionally we find ourselves short. We then utilize a non CDL employee to transport passengers in the City's eight passenger van.

Additionally, we are the only transit provider in our area that is open to the general public.

5. **Describe the services you operate that are oriented to addressing employment travel needs in your area. Include any efforts you have made to coordinate with DES agencies re: "Access to Jobs", TANF, or "Reverse Commute" Programs.**

- The City of Coolidge continues to explore and encourage a joint effort by Coolidge and DES in provision of transportation services. DES has allowed the City to place a bus stop shelter adjacent to the DES building for easy access for their clients. The Cotton express has worked with DES in providing transportation to and from work for their clients through a voucher system.
- The City of Coolidge supports the Coolidge Senior Center in many ways including facilities and operational capital. Additionally, City of Coolidge Cotton Express staff work closely with Senior Center personnel concerning transportation issues and supports the efforts of the Area Agency on Aging's applications for Section 5310 assistance.
- The City of Coolidge also places our transit manager to be a committee member of Pinal-Gila Council for Senior Citizens mobility management team. Each year they help make decisions on transportation services for the elderly and disabled citizens of Pinal and Gila County.

6. Describe the efforts you have made to market your service to human service agencies, One-Stop Centers, and local businesses/employers.

Particular emphasis is placed on dissemination of information to human service agencies, public housing, and our Chamber of Commerce.

- Information concerning the Cotton Express is available on the City's web page.
- The City's newsletter is mailed to virtually every household within the city.
- The Chamber of Commerce brochure includes notation of the city bus service.
- The Cotton Express Bus participates in the "Cotton Days" festival, sponsored by the Chamber of Commerce.
- The Chamber of Commerce Prospectus for potential businesses includes a description of transportation services.
- Bus stop shelters and signs are placed along the main boulevard to let anyone passing through Coolidge know that the City has a public transit system.
- Bus schedules are now available at many bus stops along the local and regional route stops.

E. FINANCIAL MANAGEMENT AND MANAGERIAL CAPABILITY

Please respond to the following questions to demonstrate your fiscal and managerial capability.

BUDGET

1. Briefly describe your organization's budgeting process. What is your source of matching funds?

The City of Coolidge budget process begins in February with each Department Head projecting expenses for their department through June 30 and expenses for the upcoming fiscal year. Budgets are reviewed by the Finance Director and the City Manager before going on to City Council for discussion and approval. The tentative budget is approved in July and the Final in August. Matching funds come from the General Fund, Capital Sales Tax, Advertisement, and LTAF.

2. Explain how you monitor your transit budget, including revenues and expenditures by line item.

The City's budget is prepared and monitored by each department head and the City's Finance Director/CFO. The Transit program and budget is monitored by the Transit Manager and Assistant City Manager.

3. **What is your agency's process for approving purchases including operating supplies, services and capital items including vehicles?**

See attached City of Coolidge Purchasing Procedures and Resolution No. 03-03.

PROGRAM MANAGEMENT

4. **What, if any, problems have arisen in submitting monthly invoices on a timely basis or closing out contracts promptly at the end of the fiscal year?**

The City of Coolidge has been submitting invoices on a monthly basis since October, 2006, prior to that they were submitted on a quarterly basis. The City of Coolidge is usually closed out by October 31st.

5. **What deficiencies have you corrected, as noted in your last site visit? What discrepancies have been corrected and which ones are pending?**

No deficiencies have been noted on the City of Coolidge for last grant year.

6. **Describe how your general public transit services relates to other services provided by your agency.**

The City of Coolidge provides various community services that relate to the transit program. For example: Parks and Recreation programs, emergency services, educational services, etc.

MARKETING AND COMMUNICATION

7. **Describe your agencies marketing plan.**

The Cotton Express does not have a written marketing plan but does perform marketing to the public through, bus schedules, oral presentations, visual handouts, vehicle exposure, community events, parades, and various other city and county activities that occur throughout the year.

Last year the City of Coolidge TAC implemented a marketing and advertising policy that sets the stage for outside businesses to lease space on vehicles or facilities as advertisement in exchange for revenue to the transit department. This policy has brought our business community more in tune with what transit does for their business and what it does for our communities.

8. Does your agency maintain a web page for transit? Yes No

If yes, attach copies of marketing materials that are not available on the web page information. If no web page, attach all printed materials available for riders.

Visit: www.coolidgeaz.com

9. How are minority individuals, low-income families, and persons with disabilities informed about, and encouraged to use, your transit service?

Marketing is geared toward the general public and not to any particular group within the community; however, particular emphasis is placed on dissemination of information through outlets frequented by minority individuals and the disabled such as D.E.S., the Food Bank, and social services agencies. Ads are placed in the City's newsletter that is mailed to virtually every household within the city. Bus schedules, flyers and other pertinent informational flyers are printed in both English and Spanish.

10. What opportunities do you provide for the public to comment on your transit service? How are comments submitted and how are complaints responded to? Attach sample of complaint or comment forms and provide copy of your customer complaint policy.

During the Council (TAC) meetings there is a "Call to the Public" section in which anyone from the public may comment on any issue to include Transit. Comment/complaint forms are placed on each bus for rider comments and/or complaints. They can turn those in to the driver, mail them, or bring them to the Transit office. We have not received any complaints regarding accessibility of the system in the past year.

11. Have you received complaints regarding the accessibility of your system to people with disabilities in the past year (lifts not working, lack of driver sensitivity, appearance, etc.)? If so, how did you respond to those complaints and what was the outcome?

No

12. How is information on proposed service or fares changes communicated to riders and the general public?

Proposed service changes or changes in fares must be presented to the Coolidge City Council, who also serves as the TAC, in an advertised public hearing prior to their approval. Those meetings are aired on our local T.V. station. An information bulletin is printed and placed on each bus for dissemination, and an article on the proposed change is put in the City's monthly newsletter that is mailed to every house hold in the City or publicized by the local newspaper.

- 13. How do you ensure that the public is aware of your intent to apply for Section 5311 funding?**

A public hearing is advertised in the local newspaper and takes place at a February City Council meeting televised on our local television channel. Notices are placed in the city newsletter. Notices are sent to all the providers in our area notifying them of our intent.

MAINTENANCE

- 14. Describe how vehicle maintenance is done and how vehicle maintenance is documented. How often is preventive maintenance performed? Attach a copy of your Maintenance Plan if you have one.**

Each bus has a pre-trip log filled out daily. The fleet manager reviews those logs for notations from the drivers daily, and for preventative maintenance items scheduled. The history of each vehicle is represented on those logs. Scheduled maintenance is performed once a quarter or every 5,000 miles.

- 15. What maintenance services are provided in-house? Provide list of services provided in-house. Who provides major service on your vehicles?**

All maintenance services will be provided by in-house mechanics. The only work that will go outside the department is for warranty work or alignments. All other service and repair work will be performed in our new transit maintenance shop.

- 16. Where are repairs to wheelchair lifts done? How do you ensure that an accessible vehicle is available when vehicles are out of service?**

Wheel chair lifts are checked daily during the driver's inspection and all failures are to be reported immediately to the fleet manager or transit manager then placed out of service. Repairs and testing of the wheel chair lifts will be performed in our new transit maintenance shop according to the manufactures procedures. All vehicles in the Cotton Express fleet are ADA accessible to cover other vehicles that are having lifts failures. There is a sufficient amount of back up vehicles as well as new low floor buses to cover a out of service bus.

CIVIL RIGHTS / TITLE VI

- 17. Have you had any complaints, lawsuits, allegations or legal actions filed against your agency in the last two years? Explain the nature of the complaint(s):**

The City is a defendant in various lawsuits. In the opinion of the city attorney there are no material lawsuits that would materially affect the City of Coolidge. None of these lawsuits pertain to transit.

18. Does your agency have an Equal Opportunity Employment (EEO) policy and does that policy include language that prohibits discrimination on the basis of race, national origin, color, sex, age, and disability? (Attach a copy)

Yes No

19. Are the transit services you provide open to all, regardless of race, color, national origin, sex, age or disability? Yes No

If yes, please describe the process you use that ensures this.

The Cotton Express is open to the general public. No one will be refused a ride on our service unless they cannot pay a fare. Our Dial-a-Ride program makes our system available to people with disabilities easier. Advertisements and public meetings can be translated at anyone's request from English to Spanish.

CIVIL RIGHTS / LEP

20. Do you have a policy to comply with Executive Order 13166 on Limited English Proficiency (LEP)? Yes No

If yes, please provide a copy.

21. How do you ensure persons with LEP needs can access your services?

Services we provide here in the City of Coolidge are available to anyone who has special needs. Contacting our human resources department in advance will assure people that they have the proper format of information before it is needed.

22. Does your organization have a Limited English Proficiency (LEP) plan?

Yes No

If yes, please provide a copy.

CIVIL RIGHTS / DBE

23. If your agency was awarded more than \$250,000 in FTA funds this fiscal year (excluding vehicle purchases), have you developed a DBE program?

Yes No

24. If you have developed your own DBE program, does it include "race neutral" goals for contracting with DBE's? Yes No

Please explain in detail.

The City of Coolidge has adopted ADOT's DBE program.

25. **If you have a DBE program, please explain in detail how, and if, your agency is meeting your goal for purchases from DBE businesses:**

In procurement of products or services, the City maintains a bid list and incorporates DBE and MBE contractors and providers listed in the ADOT DBE/MBE listing as well as the Arizona Department of Commerce DBE/MBE listing. Bid notices include a statement encouraging MBE/WBE participation.

26. **If you have DBE program, what good faith efforts has your agency made to meet your DBE goals? Please explain in detail.**

In procurement of products or services, the City maintains a bid list and incorporates DBE and MBE contractors and providers listed in the ADOT DBE/MBE listing as well as the Arizona Department of Commerce DBE/MBE listing. Bid notices include a statement encouraging MBE/WBE participation.

27. **If you have a DBE program, what good faith has your agency made to purchase from DBE vendors? Please explain in detail.**

In procurement of products or services, the City maintains a bid list and incorporates DBE and MBE contractors and providers listed in the ADOT DBE/MBE listing as well as the Arizona Department of Commerce DBE/MBE listing. Bid notices include a statement encouraging MBE/WBE participation.

28. **If you have a DBE program, are DBEs given the opportunity to participate in the bidding processes for purchases?** Yes No

If yes, please provide documentation showing DBEs are given the opportunity to participate in the bidding process.

In procurement of products or services, the City maintains a bid list and incorporates DBE and MBE contractors and providers listed in the ADOT DBE/MBE listing as well as the Arizona Department of Commerce DBE/MBE listing. Bid notices include a statement encouraging MBE/WBE participation.

29. **If you have a DBE program, does your agency utilize the Arizona UCP Directory at azdbe.org?** Yes No

F. AMERICANS WITH DISABILITIES ACT

CIVIL RIGHTS / ADA

The Americans with Disabilities Act of 1990 (ADA) requires that persons with disabilities receive the same level service from a transportation system as non-

disabled persons. Services that are "separate but equal" are not acceptable (i.e., all individuals using wheel chairs on one bus and everyone else on another bus).

All section 5311 recipients must keep federally funded equipment and facilities in good operating condition. Recipients must have policies and procedures to maintain vehicles. Recipients must maintain, in operative condition, those features of facilities, vehicles, and other capital equipment that are required to make them accessible. ADA accessibility features must be repaired promptly if they are damaged or out of order. Recipients must establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

1. Does your agency have in place written policies, procedures and information regarding the following requirements of the ADA?

- Yes No Lift vehicle availability?
 Yes No Maintenance of accessible features on vehicle?
 Yes No Adequate time for vehicle boarding and disembarking?
 Yes No Use of portable oxygen/respirator equipment allowed?
 Yes No Service animals allowed?
 Yes No Training (wheelchair securement, sensitivity to passengers, etc.)?

Please provide copies of your written policies, procedures and information.

2. FTA requires that if you have any non-lift equipped vehicles in your inventory, you must be able to provide "equivalent service" through some other means, such as sufficient other accessible vehicles, a written agreement with another provider in your service area to provide a lift-equipped vehicle when needed. Do you have at least one working, wheelchair accessible vehicle, meeting ADA standards, for each of your primary services areas?

- Yes No

If no, please explain how you respond to this ADA requirement.

3. Explain how people with disabilities (persons using wheelchairs, persons with visual or hearing impairment, etc.) schedule a ride. What accessible formats do you provide?

All rides are scheduled through our dispatch office. Personal training will be provided to our passengers that need training on how to use our system. Any format may be requested and provided by our system. Most common used and provided are English and Spanish versions of bus schedules.

4. Has your agency every turned down a request for transportation from a person with a disability? Yes No

Is your turndown rate higher for people with disabilities than for the non-disabled? Yes No

If yes, please explain.

5. Are inspections of ADA equipment (lifts, ramps, securement devices, signage, and communication systems) included on your agency's pre-trip and post trip inspection checklists? Please provide a copy. Yes No

If no, please explain.

G. SAFETY & TRAINING PROGRAMS

1. Describe the training policies, programs and other features you have that promote safety.

Training Course	Check if Required for New Hires	How often is Training Provided	Training Provided? (In-House, Other)
Defensive Driving	<input checked="" type="checkbox"/>	24 months	In-House
First Aid	<input checked="" type="checkbox"/>	36 months	In-House
CPR	<input checked="" type="checkbox"/>	36 months	In-House
Accident Reporting	<input checked="" type="checkbox"/>	annual	In-House
Emergency Response	<input checked="" type="checkbox"/>	annual	In-House
PASS Training	<input checked="" type="checkbox"/>	24 months	In-House
Safety and Security	<input checked="" type="checkbox"/>	annual	In-House
Dispatching	<input checked="" type="checkbox"/>	annual	In-House
Other/ Specify	<input checked="" type="checkbox"/>	annual	ADOT/CTAA

(Other training includes CCTM Manager/Supervisor Training, National Transit Institute DBE, Civil Rights, ADA and Drug and Alcohol Testing/Supervisory Classes, etc.)

- 2. Describe your agency's risk management policy in case of a fatal accident, liability claim or legal action.**

If a situation arises proper authorities must be notified to examine the situation. (Transit Dispatch, Police, Fire, EMS) All drivers will be submitted for a drug & alcohol exam. Primary and follow up investigations will be performed as needed and recommended by legal counsel. See Driver Handbook for further information.

- 3. How effective is your training program in reducing accidents? What plan do you have in place to help prevent accidents?**

Training is a real important part of what we do for safety. Teaching your staff what is a better practice to perform than normal and how to think safely are keys to running an accident free transit system. After training has been completed by our staff they are to make sure they know and follow the training or face reprimand or termination of employment. Here at the City of Coolidge we value safety as our number one goal.

- 4. What are some of the goals for your Training Program? What can ADOT do to help you meet your training needs?**

Our biggest goal and the hardest to achieve is getting everyone trained at the same time so they all get the exact same information. Teachings can be different and some little things left out that could become important. ADOT can help us by allowing us to charge time to training for overtime that has to be done to get all drivers together or at least a larger group than individual.

- 5. How do you document training attendance?**

Training attendance is monitored and turned into ADOT's training coordinator for recording training. A documented spreadsheet is also kept in the transit manager's office of scheduled trainings and expirations of employees trainings they have received.

APPLICATION SECTION 2: NARRATIVE DESCRIPTION OF SYSTEM

SUBSECTION 2-B FOR NEW APPLICANTS

(Attach any support documents/materials following Section 2-B)

This part of the application is divided into several sections, each covering a different aspect of your proposed system and its management. Please provide thorough but concise answers to the questions.

A. ORGANIZATION

1. Describe your agency, including its decision-making body.
2. How are you organized (please provide an organization chart)? In what department will your transit program be located? How many employees are in that department and what are their job titles? What staff person will be responsible for your transit program? Will you operate transit services directly or through a contract provider?
3. Have you established a Transit Advisory Committee (TAC)?
 Yes If yes, please describe the membership and the members' positions in your community.
 No If no, please describe the TAC you envision, including its membership and when it will be established.

B. SERVICE DESCRIPTION

Describe your proposed transit service. Please include a service schedule and map showing your service area.

1. Type of proposed service or routes – check all that apply
 Local Regional Intercity
 Fixed Route Demand Response Flexible Routes
 Dial-a-Ride
2. Describe your proposed service area, days and hours of operation and fare structure.
3. List the local activity centers including medical, employment, commercial locations, human service programs, One-Stop Centers, and low-income or public housing facilities that will be served.
4. Will your system connect with other modes of transportation (for example, urban public transit services, airports, park-and-ride lots, or intercity bus

stations)?

C. PROPOSED LEVEL AND USE OF SERVICE FOR FY2011

1. **Ridership.** What is the estimated ridership (one-way passenger trips/year)?
Riders per... Year
2. What is the proposed number of revenue miles and revenue hours:
Revenue Miles per... Year
Revenue Hours per... Year

D. COORDINATION OF SERVICE

This section provides you with an opportunity to document your attempts to coordinate with other agencies, e.g.: DES, Department of Human Services, Senior Centers, One-Stop Centers for employment assistance, training programs and/or other transportation operators in the service area (including 5310 providers).

1. **What human service agencies or other transportation providers participated in your transit feasibility study and implementation plan? How will your proposed service be coordinated with other programs, such as sharing resources (vehicles, training, etc.) or contracting with another agency for transportation service.**
2. **Describe the services you will operate that are geared toward meeting the transportation needs of human service agencies and programs, such as DES agencies, Access to Jobs, TANF, or Reverse Commute programs. Cite any efforts to coordinate service with local educational or economic development groups, such as Chambers of Commerce or other business or educational group.**

E. FINANCIAL AND MANAGERIAL CAPABILITY

Please respond to the following questions to demonstrate your financial and managerial capability to manage an ADOT Section 5311 program.

BUDGET

1. **Briefly describe your organization's budgeting process.**
2. **How is the budget monitored for the organization as a whole and how will the transit budget be monitored?**
3. **Who will prepare and monitor the transit budget?**

Program Management

4. Describe your organization's experience in managing programs that include Federal funds and the associated requirements.

5. How do you ensure that the community is aware of your intent to apply for Section 5311 funding?

Program Management

6. Does your agency have an Equal Employment Opportunity policy? Please attach policy. Yes No

7. What means are used by your agency to ensure that hiring, terminating, promoting, demoting and other employee actions are accomplished within EEO requirements?

8. What efforts has your agency made to recruit minorities, females and individuals with disabilities for employment and members of policy and advisory committees?

9. Does your agency include an Equal Employment Opportunity (EEO) statement in all job announcements? Yes No
If no, please explain.

10. Does your agency post EEO information in places where employees congregate? Yes No
Please explain.

11. Does your agency have a written policy in place that prevents discrimination, retaliation, harassment, intimidation, and coercion in any form in the workplace? Yes No

If yes, please provide a copy, if no, please explain.

12. Has your agency received any civil rights complaints or lawsuits alleging discrimination in employment, or in services provided, within the last twelve months? Yes No

If yes, please provide the following: 1) the date of lawsuit and/or when a complaint was filed; 2) a summary of the allegation; 3) the status of the lawsuit and/or complaint, and 4) a copy of the original lawsuit and/or complaint that was filed with your agency.

APPLICATION SECTION 3: BUDGET FOR ADMINISTRATION AND OPERATING ASSISTANCE

(Attach any support documents/materials following Section 3)

Administrative and Operating budgets MUST be completed by applicants for the 5311 Rural Public Transportation and Intercity Bus Transportation program. **Complete data is required to assist in evaluating fiscal and managerial capability and the efficiency of your proposed service. Applicants must report the full cost of operations, regardless of who pays the cost.** For example, if a county donates office space, the market value of the donated space must be included on the appropriate line. Volunteer labor needs to be accounted for in a similar way.

All budget information is to be completed in Excel file format provided.

The match ratio for the 5311 program is 80% / 20% for administration and 58%/42% for operating.

DEFINITIONS: Expense Line Items	
Labor:	Wages and or salaries for drivers, dispatchers, mechanics, clerical, administrative staff, etc.
Fringe Benefits:	Social security match, retirement, health insurance etc.
Services:	Professional/technical services, maintenance, custodial services, management services, advertising fees, other services.
Utilities:	Gas, water, electricity, telephone.
Insurance:	Vehicle insurance, general liability, etc.
License Fees and Taxes:	Taxes and fees paid.
Material and Supplies:	Vehicle costs such as fuel, oil, parts, tires, etc.
Purchased Transportation Services:	Trips purchased from taxi operators.

Lease and Rentals:	Leased-rental vehicles, office space, radios, garage equipment, etc.
Depreciation:	This non-cash item indicates the amount of depreciation on vehicles and other equipment, per the accounting practices of each organization. Most organizations depreciate vehicles on a five-year basis. Therefore, if you have vehicles less than five years of age, you would report depreciation in this line item. For details refer to the audit worksheet or your accountant.
Other:	Dues, subscriptions, travel.
Administrative Expenses:	Include overhead costs such as office supplies, salaries and fringe benefits of the administrative staff, vehicle insurance, marketing, office insurance, etc.
Operating Expenses:	Are those directly related to vehicle operations, such as fuel, oil, driver and dispatcher salaries and fringe benefits, tires, vehicle maintenance, etc. There are a number of expenses such as utilities, rent and labor costs which can often be split between administrative and operating, per their functional distribution; for example, if two thirds of an agency's office space is used by the operations staff and one third is used by administrative staff, utilities and rental costs should be split between administrative and operating in the same proportion.
Expenses Which Cannot Be Claimed For Reimbursement Include:	Fines and penalties, bad debts, entertainment, interest, expenses associated with providing services in urbanized areas, expenses for charter services, and expenses paid by other funding sources and for which no FTA funding is requested.

Passenger/Farebox Revenues:	Farebox revenues are fares paid by the riders. Amounts listed here are the anticipated farebox revenues and must be used to offset the cost of system operation. (Farebox revenues cannot be used to satisfy match requirements. Farebox, other operating revenues, and donations reduce the overall project operating costs eligible for Federal funding.)
Other Operating Revenues:	Are those cash funds received from other non-federal sources (i.e., private donations/contributions, dedicated tax revenues, state or local appropriations and net income generated from advertising and concessions?
Donations:	Those funds donated in lieu of passenger fares.

DEFINITIONS: Other

Ridership:	The number of one-way passenger trips for the periods requested. A one way passenger trip occurs each time a passenger boards a vehicle. For example, transporting a person to and from a doctor's office constitutes two trips.
Mileage:	Refers to the total number of miles you expect vehicle(s) to be driven
Vehicle Hours:	Refers to the number of hours vehicles are in revenue service. To calculate the number, multiply your hours of daily operation times the days per week the system will operate, times the weeks of service per year times the number of vehicles to be used. For example, if the service will be available from 8AM-5PM, Monday-Friday, for 50 weeks during the year, and operating 3 vehicles that whole time, total annual vehicle hours would be 6,750 (9 hours x 50 weeks x 3 vehicles).

**BUDGET SUMMARY 2011 All Services
120 MIN PINAL CENTRAL XPRESS**

	As Available	5311 Application Total				Total
	Capital - 93 / 7	Capital - 80 / 20	Operating	Administration	Training	
Fare Revenues			\$50,600			\$50,600
Other Operating Revenues						
Local Share	\$45,500	\$130,000	\$256,734	\$37,538		\$424,272
Federal Share	\$604,500	\$520,000	\$354,536	\$150,149		\$1,024,685
TOTAL	\$650,000	\$650,000	\$611,270	\$187,687		\$1,448,957

PROJECT SUMMARY STATISTICS

	Total Expected	Line Number
Annual Ridership	50,600	1
Annual Miles	250,000	2
Annual Vehicle Service Hours	15,236	3
Total Operating Revenues	\$50,600	4
Operating Costs)	\$798,957	5
Administration as a percent of non-capital costs	37.19%	6
Fare Revenues / Total Operating Revenues	100%	7
Cost per Passenger Trip	\$ 15.79	8
Cost per Mile	\$ 3.20	9
Cost per Vehicle Service Hour	\$ 52.44	10
Federal Share of Non-capital costs	\$504,685	11
Federal Cost per Passenger Trip	\$ 9.97	12
Federal Cost per Mile	\$ 2.02	13
Federal Cost per Vehicle Service Hour	\$ 33.12	14
Local Match Less Capital	\$294,272	15
Coolidge Match Less Capital No Xpress	\$ 182,584.14	16
Regional Match Less Capital	\$ 110,413.36	17
Coolidge Match Less Capital W/ Xpress	\$ 204,666.81	18
Regional Match Less Capital W/ 5 Entities	\$ 22,082.67	19

ENTIRE ADMINISTRATIVE BUDGET

(Whole \$ Only)

A. EXPENSES		FY 2011
Personnel	% Time	Budget
Transit Director	25%	\$21,000
Transit Manager	100%	\$55,000
Senior Driver/Dispatcher	0%	\$0
Accounting	25%	\$11,500
Fringe Benefits		\$35,875
SUBTOTAL PERSONNEL		\$123,375
Other Administrative Expenses		
Travel Expenses		\$1,000
Telephone Expense/cell-radio		\$5,712
Computer/Copier Maintenance		\$2,000
Office Supplies		\$3,000
Marketing/Advertising		\$3,000
Copier Expense		\$6,000
Utilities		\$25,000
Liability Insurance		\$9,000
Professional Services		\$8,000
SUBTOTAL OTHER ADMIN		\$62,712
Substance Abuse Program		
	Collection Site(s)	\$800
	Medical Review Officer	\$0
	Laboratory Testin	\$800
	Related Travel	\$0
SUBTOTAL SUBSTANCE ABUSE		\$1,600
B. ADMINISTRATIVE SUBTOTAL	FY 2011 Ratio	\$187,687
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		
	37.19%	
C. LOCAL SHARE (at least 20% of subtotal)		\$37,538
D. FEDERAL SHARE* (No more than 80% of subtotal)		\$150,149
E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
	1 General Fund	\$37,538
	2	
	3	
	4	
	5	
IBTOTAL LOCAL SHARE		\$37,538

COOLIDGE ADMINISTRATIVE BUDGET

(Whole \$ Only)

A. EXPENSES		FY 2011
Personnel	% Time	Budget
Transit Director	17%	\$14,280
Transit Manager	67%	\$36,850
Senior Driver/Dispatcher (0)	0%	\$0
Accounting	17%	\$7,820
Fringe Benefits		\$24,170
SUBTOTAL PERSONNEL		\$83,120

Other Administrative Expenses		
Travel Expenses		\$500
Telephone Expense/cell-radio		\$4,545
Computer/Copier Maintenance		\$1,000
Office Supplies		\$1,500
Marketing/Advertising		\$1,500
Copier Expense		\$4,020
Utilities		\$16,750
Liability Insurance		\$6,030
Professional Services		\$5,360
SUBTOTAL OTHER ADMIN		\$41,205

Substance Abuse Program		
Collection Site(s)		\$400
Medical Review Officer		\$0
Laboratory Testin		\$400
Related Travel		\$0
SUBTOTAL SUBSTANCE ABUSE		\$800

B. ADMINISTRATIVE SUBTOTAL	FY 2011 Ratio	\$125,124
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		
		39.39%

C. LOCAL SHARE (at least 20% of subtotal)		\$25,025
D. FEDERAL SHARE* (No more than 80% of subtotal)		\$100,099

E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
1	General Fund	\$25,025
2		
3		
4		
5		
SUBTOTAL LOCAL SHARE		\$25,025

PINAL CENTRAL XPRESS ADMINISTRATIVE BUDGET

(Whole \$ Only)

A. EXPENSES		FY 2011
Personnel	% Time	Budget
Transit Director	8%	\$6,720
Transit Manager	33%	\$18,150
Senior Driver/Dispatcher (0)	0%	\$0
Accounting	8%	\$3,680
Fringe Benefits		\$11,420
SUBTOTAL PERSONNEL		\$39,970
Other Administrative Expenses		
Travel Expenses		\$500
Telephone Expense/cell-radio		\$1,167
Computer/Copier Maintenance		\$1,000
Office Supplies		\$1,500
Marketing/Advertising		\$1,500
Copier Expense		\$1,980
Utilities		\$8,250
Liability Insurance		\$2,970
Professional Services		\$2,640
SUBTOTAL OTHER ADMIN		\$21,507
Substance Abuse Program		
	Collection Site(s)	\$400
	Medical Review Officer	\$0
	Laboratory Testin	\$400
	Related Travel	\$0
SUBTOTAL SUBSTANCE ABUSE		\$800
B. ADMINISTRATIVE SUBTOTAL	FY 2011 Ratio	\$62,277
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		33.65%
C. LOCAL SHARE (at least 20% of subtotal)		\$12,456
D. FEDERAL SHARE* (No more than 80% of subtotal)		\$49,821
E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
	1 General Fund	\$12,456
	2	
	3	
	4	
	5	
TOTAL LOCAL SHARE		\$12,456

ENTIRE OPERATING BUDGET

(Whole \$ Only)

A. OPERATING EXPENSES	FY 2011 Budget
Personnel	
Senior Driver/Dispatcher (1)	\$34,000
Driver/Dispatcher Salaries Coolidge (7.5)	\$210,000
Fleet Maintenance Manager/Mechanic (1)	\$46,000
Total Fringe Benefits	\$118,900
SUBTOTAL PERSONNEL	\$408,900
Other Operating Expenses	
Fuel and Oil	\$100,000
Tires, Parts, Maintenance	\$80,000
Driver Medical Cert & CDL Renewal	\$1,000
Vehicle Insurance	\$56,250
Uniforms	\$5,720
Facilities Maintenance	\$10,000
Other Expenses (specify below)	\$0
SUBTOTAL OTHER OPERATING EXPENSE	\$252,970
OPERATING EXPENSE SUBTOTAL	\$661,870
B. OPERATING REVENUES	
Fare Revenues	\$50,600
Other Operating Revenues (includes advertising)	\$0
OPERATING REVENUE SUBTOTAL	\$50,600
C.	NET OPERATING COSTS
\$611,270	
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)	
D.	LOCAL SHARE (at least 42% of "C")
\$256,734	
E.	FEDERAL SHARE (no more than 58% of "C")
\$354,536	
F.	LOCAL SHARE SOURCE
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.	
1 General Fund	\$256,734
2	
3	
4	
5	
TOTAL LOCAL SHARE	\$256,734

COOLIDGE OPERATING BUDGET

(Whole \$ Only)

A. OPERATING EXPENSES		FY 2011 Budget
Personnel		
Senior Driver/Dispatcher (1)		\$22,780
Driver/Dispatcher Salaries Coolidge (4.5)		\$135,000
Fleet Maintenance Manager/Mechanic (1)		\$30,820
Total Fringe Benefits		\$75,440
	SUBTOTAL PERSONNEL	\$264,040
	Other Operating Expenses	
Fuel and Oil		\$40,000
Tires, Parts, Maintenance		\$40,000
Driver Medical Cert & CDL Renewal		\$500
Vehicle Insurance		\$45,000
Uniforms		\$3,900
Facilities Maintenance		\$6,700
Other Expenses (specify below)		
	SUBTOTAL OTHER OPERATING EXPENSE	\$136,100
	OPERATING EXPENSE SUBTOTAL	\$400,140
B. OPERATING REVENUES		
Fare Revenues		\$25,000
Other Operating Revenues (includes advertising)		\$0
	OPERATING REVENUE SUBTOTAL	\$25,000
C.	NET OPERATING COSTS	\$375,140
	(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)	
D.	LOCAL SHARE (at least 42% of "C")	\$157,559
E.	FEDERAL SHARE (no more than 58% of "C")	\$217,581
F.	LOCAL SHARE SOURCE	
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
	1 General Fund	\$157,559
	2	
	3	
	4	
	5	
	IBTOTAL LOCAL SHARE	\$157,559

PINAL CENTRAL XPRESS OPERATING BUDGET

(Whole \$ Only)

		FY 2011 Budget
A. OPERATING EXPENSES		
Personnel		
Senior Driver/Dispatcher (1)		\$11,220
Driver/Dispatcher Salaries Coolidge (2.5)		\$75,000
Fleet Maintenance Manager/Mechanic (1)		\$15,180
Total Fringe Benefits		\$40,560
	SUBTOTAL PERSONNEL	\$141,960
Other Operating Expenses		
Fuel and Oil		\$60,000
Tires, Parts, Maintenance		\$40,000
Driver Medical Cert & CDL Renewal		\$500
Vehicle Insurance		\$11,250
Uniforms		\$1,820
Facilities Maintenance		\$3,300
Other Expenses (specify below)		
	SUBTOTAL OTHER OPERATING EXPENSE	\$116,870
	OPERATING EXPENSE SUBTOTAL	\$258,830
B. OPERATING REVENUES		
Fare Revenues		\$25,600
Other Operating Revenues (includes advertising)		\$0
	OPERATING REVENUE SUBTOTAL	\$25,600
C.	NET OPERATING COSTS	\$233,230
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)		
D.	LOCAL SHARE (at least 42% of "C")	\$97,957
E.	FEDERAL SHARE (no more than 58% of "C")	\$135,273
F.	LOCAL SHARE SOURCE	
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
	1 General Fund	\$97,957
	2	
	3	
	4	
	5	
	TOTAL LOCAL SHARE	\$97,957

APPLICATION SECTION 4: 2011 BUDGET FOR CAPITAL ASSISTANCE

(Attach any support documents/materials following Section 4)

CAPITAL FUNDING

Capital funding is available through the Section 5311 program and through the Surface Transportation Program (STP) flexible funding. The STP flexible funding program requires less local match than the 5311 Program. For STP flexible funding, the match ratio can be as high as a 93% Federal / 7% local. However, actual rates in any given year are based on the dollar volume of capital applications received by ADOT.

Please complete the capital budget using both match ratios, 80% Federal / 20% local for the 5311 program and 93% Federal / 7% local for the STP flexible funding program. ADOT Multimodal Planning Division staff will notify applicants if it is possible to award capital funding with a lower local match requirement.

Projects eligible for capital funding include:

- New or used transit vehicles
- Rehabilitation of vehicles
- Accessibility conversions
- Communication equipment
- Computers
- Bus stop improvements, including signage, benches, or shelters
- Development of transit centers

Not all applicants will request capital funding in any given year. If no capital items are required this year, these pages do not need to be included in the application submittal.

F. AMERICANS WITH DISABILITIES ACT

If you intend to purchase a bus, it is important to identify whether it will be a light, medium or heavy duty bus and the approximate total vehicle length, passenger seating, and if the bus is a replacement or addition to the fleet. This will assist ADOT in its application for federal funds. Example: 35', 22 passengers, addition. If it will be a replacement vehicle, include the VIN number of the vehicle to be replaced.

1. **Describe the requested vehicles in detail including: number of passenger seats, seating arrangement, special accessibility devices, wheelchair**

securement system, drive train data, fuel type, etc.

The City of Coolidge is asking for one new 36 or more passenger, low floor transit buses of 35' to 40' length. This vehicle will be diesel operated fully ADA accessible with a minimum of two wheelchair locations and forward facing seating. This vehicle will be purchased for the new route line Pinal Central Xpress.

- 2. Will this request be for replacement requirement? If so, what is the age and mileage of the vehicle to be replaced? Will the replace vehicle be retired from service? If vehicle is not being retired from service, what is your justification for increasing your fleet? Provide VIN numbers for vehicles being replaced.**

No

- 3. Will your requested vehicle be fully accessible to the disabled, in accordance with ADA guidelines? Clarify how, in the overall operation of your system, disabled patrons will receive a comparable level of service as non-disabled patrons.**

This vehicle will be fully accessible to people with disabilities with the vehicle being equipped as a low floor with a ramp loading system instead of a passenger lift system.

B. VEHICLE REHABILITATION

If you are requesting funds to rehabilitate an existing vehicle, please provide the following information: year, make and model, condition, driveline information, current mileage, seating capacity and what you plan to rehab. Is this vehicle accessible?

- 1. Describe the proposed tasks to be done as part of this rehabilitation under the appropriate category:**

- Drive Line:**
- Paint:**
- Suspension/Breaks:**
- Interior:**
- Accessibility:**
- Other:**

C. COMMUNICATION EQUIPMENT

1. Describe any communication equipment you are requesting. Is this a replacement of older units or an addition?

2. Explain why this equipment is essential for the operation of your transit service?

D. OTHER CAPITAL PROJECTS

For other capital items, provide a brief description. Please contact ADOT Multimodal Planning Division staff to obtain additional information needed for your particular request.

During the construction of the City of Coolidge's new transit facility it was established by our planning department that roadway improvements need performed before or after the construction of our transit facility. This year we would like to request \$450,000 to perform construction improvements to Palo Verde Ave. from Arizona Blvd. to east property line of the transit facility, and to 4th Street south of Palo Verde Ave. to southern property line of the transit facility. Improvements will include a new asphalt roadway, with curb gutter, sidewalk, and ADA assessable ramps. This associated cost will cover all construction and design of the project.

ENTIRE CAPITAL BUDGET

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle

Requested Item	Quantity	Unit Cost	Subtotal
Bus 40'	1	\$ 200,000.00	\$ 200,000.00
Roadway Improvements- Paving, Sidewalks, ADA Ramps	1	\$ 450,000.00	\$ 450,000.00
			-
			-
			-

TOTAL CAPITAL COST: **\$ 650,000.00**

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

	(93% / 7%)
	Match Ratio
Federal Share	\$ 604,500.00
Local Share	\$ 45,500.00

Part II. FTA 5311 Standard Match Ratio

	(80% / 20%)
	Match Ratio
Federal Share	\$ 520,000.00
Local Share	\$ 130,000.00

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of available funding.

COOLIDGE CAPITAL BUDGET

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.

Requested Item	Quantity	Unit Cost	Subtotal
Roadway Improvements- Paving, Sidewalks, ADA Ramps	1	\$ 450,000.00	\$ 450,000.00
			-
			-
			-

TOTAL CAPITAL COST: **\$ 450,000.00**

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

	(93% / 7%)
	Match Ratio
Federal Share	\$ 418,500.00
Local Share	\$ 31,500.00

Part II. FTA 5311 Standard Match Ratio

	(80% / 20%)
	Match Ratio
Federal Share	\$ 360,000.00
Local Share	\$ 90,000.00

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of available funding.

PINAL CENTRAL XPRESS CAPITAL BUDGET

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.

Requested Item	Quantity	Unit Cost	Subtotal
Bus 40'	1	\$ 200,000.00	\$ 200,000.00
			-
			-
			-

TOTAL CAPITAL COST: **\$ 200,000.00**

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

(93% / 7%)

Match Ratio

Federal Share	\$ 186,000.00
Local Share	\$ 14,000.00

Part II. FTA 5311 Standard Match Ratio

(80% / 20%)

Match Ratio

Federal Share	\$ 160,000.00
Local Share	\$ 40,000.00

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of available funding.

APPLICATION SECTION 5: FEDERAL CERTIFICATES AND ASSURANCES

The following is a list of completed forms that must be included with your application. Note that some forms are required of all applicants and some are required only from applicants receiving \$100,000 or more in Federal Transit Administration financial assistance. The individual forms follow.

All Applicants:

- Affirmation of Applicant and Applicant's Attorney
- General Assurances (including Civil Rights, Title VI)
- Certification for Civil Rights Complaint Status
- Notices of Public Hearings

Applicants Receiving More Than \$100,000 in Federal Transit Administration Funds:

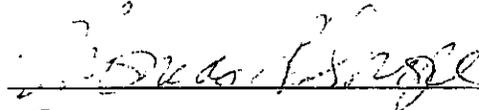
- Certification on Restrictions on Lobbying
- Certification Regarding Debarment, Suspension, and other Responsibility Matters – Primary Covered Transactions
- Certification Regarding Debarment, Suspension, and other Responsibility Matters – Lower Tier Covered Transactions

ASSURANCE OF AUTHORITY OF THE APPLICANT AND ITS REPRESENTATIVE

For (Name of Applicant): The City of Coolidge

he authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable state and local law and the Applicant's internal rules to:

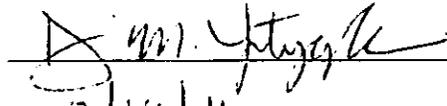
- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

Signature 

Date: 2-14-11

Name Thomas Shope Mayor
Authorized Representative *Title*

I further affirm to the Applicant that, to the best of my knowledge, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant and that there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature 

Date: 2/14/11

Name Dennis Fitzgibbons, Fitzgibbons Law Offices
Attorney for Applicant

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

GENERAL ASSURANCES

To the best of my knowledge, having read the program guidelines (FTA Circular 9040.1F, April 1, 2007) and referenced assurances, and as an authorized representative, I certify that the APPLICANT has the legal authority and is willing to make as part of the contract between the State of Arizona and the APPLICANT for Rural Public Transportation financial assistance, the following assurances and warranties:

- A. The APPLICANT has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal funding; and to carry out the project described herein, including the safety and security aspects of that project
- B. Some combination of state, local, and private funding, from non-Federal sources except as permitted by Federal law has or will be committed to provide the required local share.
- C. The APPLICANT has or will have by the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.
- D. The APPLICANT will have satisfactory continuing control over the use of project equipment and facilities and assures that the project equipment and facilities will be adequately maintained.
- E. The APPLICANT assures affirmative compliance with Title VI of the Civil Rights Act of 1964, and pursuant to EO 13166 and DOT policy guidelines concerning recipient's responsibilities to Limited English Proficient (LEP) persons FRA C 5010.1D pg. 11.8, and related statutes.
- F. Private transit and paratransit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the APPLICANT.
- G. The APPLICANT assures that it will provide a drug - free workplace.
- H. The APPLICANT assures affirmative compliance with 49 CFR Part 653 and Part 655, 49 CFR Part 40, and 49 CFR Part 29, or successor statutes, the U.S. DOT anti-drug programs.
- I. The needs of the elderly and disabled persons have been addressed by the APPLICANT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).
- J. The APPLICANT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers and users, including social service agencies capable of purchasing service.
- K. The APPLICANT has complied, as applicable, with the labor protection provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.
- L. The APPLICANT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), otherwise known as Public Law No. 101-336 and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule.
- M. The Applicant will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f)).
- N. The APPLICANT has worked to ensure the continuation of existing transportation revenues to complement Rural Public Transportation funds.
- O. The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its

project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

- P. Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order no. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000 (e).

SIGNATURE: _____

Thomas Shope

DATE: _____

2-14-11

TITLE OF
AUTHORIZED OFFICIAL: _____

Thomas Shope, Mayor

CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

hereby certify that our organization does NOT have any pending Title VI (Civil Rights) complaints of discrimination filed against its transit program.

_____ I hereby certify that our organization DOES have _____ (number) pending Title VI (Civil Rights) complaints of discrimination filed against its transit program. This complaint(s), and its status, is briefly described below. The agency agrees it will keep the Arizona Department of Transportation's Transit Unit informed of any changes in the status of that complaint(s).

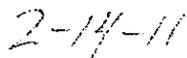
To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, age, or gender.



Signature

Mayor
Title

Printed Name



Date

The City of Coolidge

Agency Name

Complete if receiving more than \$100,000 in FTA funds

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, Thomas Shope, Mayor hereby certify to the Arizona Department
(name and title of authorized official)
of Transportation, on behalf of The City of Coolidge that to the best of my knowledge and
belief: *(name of grantee)*

1. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt 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 regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt 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 any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - b. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).
2. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

Executed this _____ day of _____, 2011.

By  Mayor
(signature and title of authorized official)

Complete if receiving more than \$100,000 in FTA funds

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED
TRANSACTIONS

The Grantee under this FTA project, The City of Coolidge,
(name of grantee)

certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or other wise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;
- (d) have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the Grantee is unable to certify to any of the statements in this certification, such Grantee shall attach an explanation to this certification).

THE GRANTEE, The City of Coolidge,

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF Title 49 CFR PART 29 and FTA C.2015.1 ARE APPLICABLE THERETO.

Executed this _____ day of _____, 2011.

By [Signature] Mayor
(signature and title of authorized official)

Complete if receiving more than \$100,000 in FTA funds

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS

The Grantee under this FTA project, Section 5311 Rural Public Transit, certifies The City of Coolidge, to the best of its knowledge and belief, that it and its prospective lower tier participants:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) if the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

THE GRANTEE, The City of Coolidge,
(name of grantee)

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF Title 49 CFR PART 29 and FTA C.2015.1 ARE APPLICABLE THERETO.

Executed this _____ day of _____, 2011.

By *Michael Love* Mayor
(signature and title of authorized official)



City of Coolidge
Transit Department
395 W. Palo Verde Ave.
Coolidge, AZ 85218
(520) 723-6085

Arizona Department of Transportation
5311 Public Transit Program
206 S. 17th Ave. #340B
Phoenix, AZ 85007

Mr. Sam Chavez,

According to Agreement Number JPA 12-008, our returned signed agreements are due to the Arizona Department of Transportation on September 15, 2011. After legal review by our City attorney's office, a section of the contract has a request for minor language change. The request has been submitted to Sally Palmer at the Arizona Department of Transportation, who in return has commented that the request has been submitted to the Attorney General for authorization. In timing of this request the City of Coolidge will not be able to authorize execution of the document until our legal departments come to agreement on the language of the contract. Currently we have the document scheduled to be executed on the September 26th council meeting pending both legal departments come to agreement.

On behalf of the City of Coolidge Cotton Express program I would like to request that if the agreement has to be put off to the first available city council meeting of October, that all cost occurred related to the project under agreement JPA 12-008 be reimbursable should the signatures of the agreement exceed October 1st, 2011.

Marcus Hoffman, CCTM-CSSM-VMMI
Transit Manager
City of Coolidge Cotton Express



Agreement No	JPA 12-008
AG Contract No	
Advantage Project No	G4518PZT, G4518QZT, G4518OZT, G4518R2T,
Advantage Vendor No	866000240 02
DUNS Number	
Project Name	Formula Grants for Non-Urbanized Areas: 49 USC 5311– CFDA 20.509

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
CITY OF COOLIDGE, a Public Agency

THIS GRANT AGREEMENT is entered into _____, 2011, between the ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION (ADOT) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334 and CITY OF COOLIDGE, herein referred to as the RECIPIENT. The STATE and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, RECIPIENT, and "Party".

I. 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) RECIPIENT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.
- 3) 49 U.S.C. 5311 provides funding for the purpose of supporting public transportation in rural areas, with population of less than 50,000. The goal is to enhance access of people in non-urbanized areas to health care, shopping, education, employment, public services, and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in non-urbanized areas; to encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in non-urbanized transportation.
- 4) 49 U.S.C. 5311 is authorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Section 3013 (s) of SAFETEA-LU designates eligible subrecipients of the program to include a State or local governmental authority, nonprofit organization, or an operator of public transportation or intercity bus service that receives federal transit program grant funds indirectly through a recipient. 49 U.S.C. 52311(c) additionally designates tribes, not federally recognized, as an eligible subrecipient.
- 5) The Governor of the STATE of Arizona, in accordance with a request by the Federal Transit Administration, hereinafter referred to as FTA, has designated the Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate the grant applications. The ADOT 5311 Program Handbook and Application, incorporated herein by reference, prescribes the STATE's Administrative Policies and Requirements for the Program.
- 6) The STATE and the RECIPIENT desire to secure funding for capital, operating, intercity, and/or administrative expenses using the expenditure of FTA funds to meet the transportation needs of rural communities in the State of Arizona within the RECIPIENT's service area which will be carried out according to this Agreement and under the applicable section(s) of 49 USC Chapter 53.
- 7) The STATE and the RECIPIENT desire defining their respective responsibilities related to the reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT.
- 8) RECIPIENT qualified local match will be due over the life of the awarded PROJECT(s) as indicated in Exhibit A.

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

II. SCOPE

- 1) RECIPIENT shall provide activities related to eligible funding for capital, operating, intercity, and/or administrative expenses for public transportation projects, herein called the PROJECT, in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as allowable under 49 U.S.C. 5311.
- 2) The PROJECT activities are described and detailed in Exhibit A.
- 3) PROJECT-appropriate capital, operating, intercity, and/or administrative expenses supported by receipts and other suitable and appropriate documentation are eligible for reimbursement beginning on October 1, 2011. Expenses paid for prior to this date are ineligible for reimbursement.
- 4) Approved Capital expenditures must be incurred within the expiration date of: the earlier of spend-down of the funds awarded or the September 30, two calendar years forward. Expenses incurred outside that period are ineligible for reimbursement under this Agreement. Final reimbursement requests must be received no later than November 30 of the expiration year to be eligible for reimbursement.
- 5) Approved Operating, Intercity, and/or Administrative expenditures must be incurred within the expiration date of: the earlier of spend-down of the funds awarded or 365 days from the eligible date. Expenditures outside that period are ineligible for reimbursement under this Agreement. Final reimbursement requests must be received no later than November 30 of the expiration year to be eligible for reimbursement.
- 6) The recipient shall provide a monthly reimbursement request and progress spreadsheet report to ADOT. ADOT will provide the reporting form and the due dates prescribing when each report shall be submitted. Information regarding measurements over the existing service conditions to be reported according to the data requested in the spreadsheet. The data required may include but is not limited to: rides provided/shared, miles increased/replaced, cost savings and other related improvements. Each month the signed original reimbursement request is due the last Friday of the month following when the expenses were paid for by the RECIPIENT.

III. RESPONSIBILITIES

1) ADOT will:

- a. Review PROJECTS for compliance with statutory and program guidance.
- b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- c. Review reimbursement requests, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 days after receipt and approval of reimbursement requests, in a total amount not to exceed the lesser of the approved costs or the Grant Award.
- d. **Have the authority to re-distribute funds, if this Agreement is not received, signed by the parties herein and executed by December 31, 2011.**
- e. Communicate with RECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency.

2) RECIPIENT will:

- a. Take necessary steps to ensure this Agreement is signed and returned to ADOT no later than September 15, 2011, to allow sufficient time to execute no later than October 1, 2011.
- b. Apply qualified MATCH requirements with applicable reimbursement requests and/or as indicated in the Recitals and Exhibit A. *Local match must be remitted from funds of the program for which it was awarded as qualified under the applicable 49 USC regulations. Most federally-funded programs cannot use federal funds to provide match but 49 USC does provide certain exceptions to that stipulation. The RECIPIENT will ensure that matching funds qualify under the appropriate section of 49 USC 5311 as appropriate to the awarded PROJECT(s) indicated in Exhibit A.*
- c. Comply with all terms of the Grant Program in accordance with the RECIPIENT'S application(s) and the applicable Program Handbook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as referenced.

- d. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any 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.
- e. Communicate contractual requirements to contractors and sub-contractors and ensure *all the requirements* of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.
- f. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.
- g. Provide all required reports as prescribed by the Program Handbook or as requested by ADOT in a timely manner and as required by the STATE.
- h. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.
- i. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- j. Report to the STATE quarterly that no expenditures occurred or, on the form provided by ADOT, submit a reimbursement request to the STATE on the last Friday of the month following when the expenses were paid for by the RECIPIENT for categorized reimbursable capital, operating, intercity, and/or administrative expense costs awarded as demonstrated in Exhibit A, as authorized and allowable under the federal grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation. The supporting documentation is to be maintained by the RECIPIENT. Only a system-generated ledger report and program-required spreadsheet must be submitted with the reimbursement request. Each reimbursement request must include the Agreement Number, the Advantage Project number, and the Grant Program Name with expenditures billed separately according to the Tracking Number(s) from Exhibit A.
- k. Submit reimbursement requests invoicing eligible expenses along with adequate documentation consisting of a system-generated expenditure ledger by email to ADOT MPD Finance & Administration at mroder@azdot.gov.
- l. Submit required reports of procurement activities according to *MISCELLANEOUS PROVISIONS: Criteria for Federal Funds* and reports of contract activities via email to acochran@azdot.gov in a spreadsheet template provided by the ADOT Program Manager.

IV. MISCELLANEOUS PROVISIONS

- 1) **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are *incorporated by reference* as a part of this Agreement. It is the RECIPIENT'S responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORS for use of grant funds shall incorporate the provisions contained herein.

Duration: This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction and completion. 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.

For operating, intercity, administrative, and/or other capital cost PROJECTS awarded, the life of this Agreement will be the earlier of spend-down of the awarded funds or two (2) years from the date authorized under this Agreement's Section II: *SCOPE* unless extended by amendment.

For vehicle PROJECTS, the life of this Agreement shall continue through the useful life of the vehicle(s) as determined by FTA rules and explained under this Agreement's section titled *MISCELLANEOUS PROVISIONS: Liens on Equipment* unless extended by amendment or as otherwise provided herein.

- 2) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or RECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without enacting an amendment to this Agreement; acceptance of the modification shall be indicated on the modified Exhibit A.

- 3) **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The RECIPIENT will provide, from eligible sources as prescribed in 49 USC 5311 as appropriate to the Award(s) in Exhibit A, the Match amount required as indicated. The applied Match shall be demonstrated on reimbursement requests from the RECIPIENT.
- 4) **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.
- 5) **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the RECIPIENT. The PROJECT equipment shall be titled in the name of the RECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all capital equipment acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment will remain in effect for at least four years or 100,000 miles but will extend through the useful life of the vehicle(s) and until the remaining asset value is less than \$5,000 or is no longer in service, whichever occurs first, from issuance of title unless this agreement is otherwise terminated under terms of this Agreement or four years from issuance of equipment if not a vehicle. Lien release is incumbent upon the RECIPIENT's submission of a written request for a lien release and compliance of all requirements and guidance during the course of the lien period. These requirements include but are not limited to: maintenance of the equipment, annual reporting to the STATE of administrative and vehicle performance data, annual vehicle inspections, timely incident reporting and situation resolution, and other requirements as specified in the applicable Program Handbook and Application.
- 6) **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the RECIPIENT or their CONTRACTOR as applicable. The RECIPIENT or their CONTRACTOR is, however, responsible for adherence to any applicable federal program compliance requirement under 49 CFR 18 Section 32. Except as otherwise provided by statute, property and equipment shall be used for the originally authorized purposes as long as needed for that purpose. When no longer needed for the originally authorized purpose, the RECIPIENT and/or their CONTRACTOR will request disposition instructions from the STATE. RECIPIENT agrees to inventory, to maintain records of, and to ensure the proper use, control, and disposal of all property and equipment acquired pursuant to ADOT Policy FIN 11.08, incorporated herein by reference.
- 7) **Modifications and Other Changes to Grant Equipment:** Prior to any substantive modifications or other changes made or elimination, reduction, or addition to grant equipment, written approval from an authorized State grant program official must first be obtained. Examples include but are not limited to the elimination of wheelchair positions and additions of ambulatory seating, reduction in number or addition of passenger assist stanchions, rails, steps, secondary manufacturer and aftermarket vehicle components provided by the STATE, and other devices requiring or otherwise exposing or altering mechanical or structural modification to the vehicle.
- 8) **Statutory Compliance:** All parties shall comply with all applicable federal, state and local requirements including all applicable provision of Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
- 9) **Incorporation of Federal Transit Administration (FTA) 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 this Agreement. The Federal Transit Administration Master Agreement can be viewed in its entirety at <http://www.fta.dot.gov/documents/12-Master.doc>.
- 10) **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.
- 11) **Audit and Recordkeeping:** All PARTIES and/or their CONTRACTORS 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.
- 12) **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.

- a. **(TRIBAL) Limited Waiver of Sovereign Immunity:** For purposes of this Agreement, and subject to the terms of this section, the Nation, consents and agrees to a limited waiver of its sovereign immunity from suit and consents to be sued on an arbitration award. The Nation represents that this limited waiver of sovereign immunity has been duly approved by the Nation's Tribal Council, as required by the Nation's Constitution. The Nation is not waiving its right to assert the defense of sovereign immunity except as expressly set forth, referred to, and provided for, in this Agreement. This limited waiver is enforceable solely by the State as limited hereunder and does not create any additional third party beneficiary rights to suits or private causes of action in favor of third Parties. The Parties agree that this section provides a limited waiver of sovereign immunity solely for the purpose of enforcing the provisions of this Agreement and enforcing any arbitration award hereunder and for no other purpose.
 - b. **(TRIBAL) Dispute Resolution:** In the event of a dispute, claim or controversy ("Dispute") arising out of or related to this Agreement, the Parties agree that it is in their mutual best interest to meet as promptly as possible for the purpose of informally resolving said Dispute. In the event the Parties cannot resolve their Dispute informally after attempting to work in good faith, the Parties hereto agree to abide by arbitration as set forth below and that arbitration shall be a requisite before any Party may seek relief of any kind in State or Tribal court.
 - c. **(TRIBAL) Arbitration:** If a party in good faith concludes that a Dispute arising out of or related to this Agreement is not likely to be resolved by informal dispute resolution then, upon notice by that Party to the other, said Dispute shall be finally and exclusively settled by submission of such Dispute to the American Arbitration Association ("AAA") under its then prevailing procedural rules contained in the AAA's Commercial Arbitration Rules to the extent that such rules shall not be interpreted to diminish, limit, or void the limited waiver of sovereign immunity set forth in Section 1 above or to increase the enforcement rights of the Parties. Within ten (10) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. The third arbitrator shall be a practicing attorney, actively engaged in the practice of law for at least ten (10) years and a member in good standing of the bar of the State of Arizona. Alternatively, the third arbitrator may be a retired judge of the federal court or the trial court of the state of Arizona. At least one of the arbitrators shall be knowledgeable with federal Indian law and one arbitrator shall have AAA-acknowledged expertise in the appropriate subject matter. All arbitration proceedings shall be held in Maricopa County or at such other place as shall be agreed by the Parties.
 - d. **(TRIBAL) Award:** The award shall be made within thirty (30) days of the filing of the notice of intent to arbitrate, and the arbitrators shall agree to comply with the schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the majority of the arbitrators, if necessary. Any award rendered in any such arbitration proceeding shall be final and binding upon all Parties to the proceeding. Review of an arbitration award must be made within 90 days after delivery of the award by the arbitrator(s).
 - e. **(TRIBAL) Governing Law:** This Agreement, including any claim or dispute arising hereunder submitted to binding arbitration shall be governed by the laws of the State of Arizona.
 - f. **(TRIBAL) Enforcement:** Judgment upon any award rendered by the arbitrators against either Party may be entered in the Nation's tribal court system ("Tribal Court") or the Arizona State Court System ("State Court") and interpreted and/or enforced pursuant to the terms of this Agreement, and/or pursuant to the terms of the AAA's Commercial Arbitration Rules, and/or pursuant to the terms and provisions of the statutes, rules and regulations governing or providing for interpretation or enforcement of judgments applicable in any State of Arizona court.
- 13) **Third Party Antitrust Violations:** The Recipient 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 Recipient toward fulfillment of this Contract.
- 14) **General Indemnification:** The Grantee shall indemnify, defend, save and hold harmless The State of Arizona, its departments, agencies, boards, commissions, universities and its 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 Grantee or any of its owners, officers, directors, agents, employees or subcontractors. 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 the Grantee from and against any and all claims. It is agreed that the Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. *This indemnity shall not apply if the Recipient or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

- 15) **Minimum Required Insurance Coverage:** Grant recipients are responsible for acquiring and maintaining current, appropriate insurance on their vehicles while under ADOT lien, listing ADOT as loss-payee and additional insured, as well as other large capital assets.

Program participants must maintain adequate property and liability insurance coverage. The current minimum requirement for automobile liability insurance is based on vehicle size, and is as follows:

- Combined Single Limit (CSL) of \$5,000,000 for vehicles carrying nine (9) or more passengers
- Combined Single Limit (CSL) of \$2,000,000 for vehicles carrying less than nine (9) but more than four (4) passengers
- Combined Single Limit (CSL) of \$1,000,000 for vehicles carrying less than four (4) or passengers

In addition, Grantee must maintain collision and comprehensive coverage for the full fair market value of each vehicle provided under this Program. The deductible for such coverage shall not exceed five thousand dollars (\$5,000).

Insurance policies for vehicles on which the State of Arizona or ADOT is listed on the title as vehicle owner or lien holder must also show the State of Arizona or ADOT as "loss payee."

ADOT shall be an "additional insured" on all insurance policies required under this Program. Insurance policies shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee.

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Program. The Grantees insurance coverage shall be primary insurance with respect to all other available sources.

Policies required under this Program shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Recipient, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance. It is critical that the vehicle Grantee-operator ensure that it retains on file up-to-date insurance, that this information is readily available for review by ADOT and its auditors, and that a current insurance card is located in the vehicle at all times.

The Certificate of Insurance and card must be submitted to ADOT prior to receipt of the vehicle(s). In addition, a current copy of the Certificate must be included with the Annual Report/Notice of Impending Vehicle Inspection, and submitted or returned to ADOT.

NOTICE OF CANCELLATION: Any changes material to compliance with the insurance coverage required under this Program shall require thirty (30) days written notice to ADOT. Such notice shall be sent directly to Multimodal Planning Division of the Arizona Department of Transportation (ADOT) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. ADOT in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantees from potential insurer insolvency.

VERIFICATION OF COVERAGE: The Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy must be in effect at or prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Contract shall be sent directly to ADOT-MPD Community/Grants Services, 206 South 17th Avenue 340B, Phoenix, Arizona 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

SUBCONTRACTORS: Grantees certificate(s) shall include all subcontractors as insured's under its policies or Recipient shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from these insurance requirements shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Recipient or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

16) **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. RECIPIENT 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 Volpe Center 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.

17) **Title VI Of The Civil Rights Act Of 1964:** The RECIPIENT hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 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 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, or sex 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 Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

The RECIPIENT 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.

During the performance of this contract, the RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

(1) **Compliance with Regulations.** The RECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the contract.

(2) **Nondiscrimination.** The RECIPIENT, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The RECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in Appendix A of 49 CFR part 21.

(3) **Solicitations for contractors, including procurement of real property, materials, and equipment.** In all solicitations made by competitive bidding or negotiation by the RECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the RECIPIENT of the RECIPIENT's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.

(4) **Information and Reports.** The RECIPIENT shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-Compliance.** In the event of the RECIPIENT's non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the RECIPIENT under the Agreement until the RECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

The RECIPIENT will include the provisions of Paragraphs (1) through (5) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The RECIPIENT will take such action with respect to any subcontract or procurement as ADOT, FHWA, and FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the RECIPIENT may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

18) Disadvantaged Business Enterprises (DBE): The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

The ADOT Civil Rights Administrator, has been designated as the DBE Liaison Officer. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ADOT in its financial assistance agreements with the U.S. Department of Transportation.

Each LPA, sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests via <https://adot.dbesystem.com/frontend/welcome.asp> using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at <https://arizonalpa.dbesystem.com>;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

Contractors, consultants, and vendors shall provide the required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the Local Public Agency DBE data collection and reporting system. This system is located online at <https://arizonalpa.dbesystem.com>.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

- 19) **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.

- 20) **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.
- 21) **Debarment and Suspension.** The RECIPIENT 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)," 49 C.F.R. Part 29. The RECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.
- 22) **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, RECIPIENT, or STATE without penalty or recourse.
- 23) **Transparency Act:** Because ADOT receives federal funds, ADOT 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, ADOT is not currently aware of reporting requirements that might become required from RECIPIENTS. Should requirements be stipulated wherein information is required from RECIPIENTS, such information will be requested. The RECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the RECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.
- 24) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT 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 Section III: Arbitration.
- 25) **Federal Fiscal Year 2011 Certifications and Assurances for FTA Assistance Programs:** Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs with an effective date of October 1, 2010. The applicant for any project financed under the authority of 49 U.S.C. Chapter 53, Title 23, United States Code or any other Federal statute was required to submit new Federal FY 2011 Certifications and Assurances to FTA for any funding received through FTA during Federal FY 2011. The Arizona Department of Transportation (ADOT) is considered the Applicant for allocated and obligated federal monies used in various projects including but not limited to the 5310, 5311, 5316, 5317 grant programs, research projects, study projects, planning projects, regardless of whether the funds are expended by ADOT, reimbursed to grant applicants / recipients / sub-recipients / contractors, or passed through to grant applicants / recipients / sub-recipients / contractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required.

Annual Certifications and Assurances to FTA generally remain in effect for either the duration of the Grant or Cooperative Agreement supporting the Project until the Project is closed out or for the duration of the Project or Project property when a useful life or industry standard is in effect, whichever occurs later. If, however, the Applicant provides Certifications and Assurances to FTA in a later year that differ from the Certifications and Assurances previously provided, the later Certifications and Assurances will apply to the Grant, Cooperative Agreement, Project, or Project property unless an exception is granted by FTA in writing. The effect of this is that ADOT must sign new certifications and assurances annually since changes typically occur annually.

As the applicant, ADOT is responsible for compliance with the provisions of the FTA Certifications and Assurances by each recipient or sub-recipient. Accordingly, each sub-recipient that will be implementing projects is required to affirm compliance by submitting an annual Certification and Assurances to ADOT.

The FTA Certification and Assurances required of ADOT and its recipients / sub-recipients are found in Exhibit B. Throughout the document, the term "Applicant" referred to ADOT in the original certification to the FTA and now refers to ADOT's recipients / sub-recipients in this certification. Completion and Signing of this FTA Certification and Assurances

document is a requirement and a condition to receive federal 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. Specific FTA Certification and Assurances may not be immediately applicable to funding or programs for the RECIPIENT. All are required in the event that, through the life of this Agreement, they may become applicable.

- 26) **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 RECIPIENT 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.
- 27) **Communication:** All notices or demands upon any party relating to this Agreement shall be in writing delivered in person or sent by mail addressed as follows:

STATE Agreement Contact:

	Arizona Department of Transportation
Contact	Sally J. Palmer Contracts Administrator
Mailing Address	Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007
Phone	602-712-6732
Fax	602-712-3046
Email	spalmer@azdot.gov

STATE Reimbursement Contact:

	Arizona Department of Transportation
	Mary Ann Roder Finance & Administration Manager
	Multimodal Planning Division Mail Drop 310B 206 S. 17 th Avenue Phoenix, AZ 85007
	602-712-7333
	602-712-3046
	mroder@azdot.gov

STATE Program Contact:

	Arizona Department of Transportation
Contact	Ann Cochran Management Analyst III
Mailing Address	Mail Drop 340B 206 S. 17 th Avenue Phoenix, AZ 85007
Phone	602-712-7463
Fax	602-712-3046
Email	achochran@azdot.gov

RECIPIENT Program Contact:

	City of Coolidge
	Marcus Hoffman, Transit Manager
	395 W. Palo Verde Ave. Coolidge, AZ 85128
	520-723-6085; Mobile 520-251-0323
	520-723-7910
	mhoffman@coolidgeaz.com

V. RESPONSIBILITY MATRIX

Actions (from inception to completion)	RECIPIENT Responsible Person	STATE / ADOT Responsible Person	Due Date
Provide transit services to service area	Transit Manager		Ongoing
Submit progress report and reimbursement requests on a monthly basis	Grant Accountant		Monthly
Submit vehicle specifications for review and approval prior to purchase	Transit Manager		Prior to vehicle procurement
Approve vehicle specifications		5311 Administrator (Sam Chavez)	Within 5 days of receipt
Submit procurement information	Transit Manager		Prior to reimbursement
Review and approve procurement package		5311 Administrator (Sam Chavez)	Within 5 days of receipt
Review progress reports and reimbursement requests for program compliance		5311 Administrator (Sam Chavez)	Within 5 days of receipt
Submit reimbursement requests to grant accountant	Grant Accountant	Management Analyst (Ann Cochran)	Within 5 days of receipt
Process reimbursement requests for payment		Grant Accountant (Jeff Sloan)	Within 2 weeks of receipt
DBE Report	Transit Manager		Annual
Procurement Process	Transit Manager	5311 Administrator (Sam Chavez)	As Needed
Compliance with contract	Transit Manager		Ongoing
Final Capital Invoice Due	Transit Manager		October 1, 2011

VI. CRITERIA FOR FUNDING

Refer to the *Capital and Facility Procurement Handbook* located on the Multimodal Planning (MPD) website Section 5311, Rural Public Transportation Program page:
http://mpd.azdot.gov/MPD/Community_Grant_Services/Section5311.asp

Vehicles Purchases – Required Information

- Submission of vehicle specifications and approval from ADOT Program Manager
- Date RFP Out For Bid
- Contract Awarded Date
- First Vehicle Delivery Date
- All Vehicles Delivered Date
- Contract Complete

Piggyback Purchases – Obtain Information from Original Requestor

- Must include a copy of the original contract
- Date RFP Out For Bid
- Contract Awarded Date
- First Vehicle Delivery Date
- All Vehicles Delivered Date
- Contract Complete

Prior to Reimbursement of Vehicles the Following Information Must Be Provided to ADOT:

- All vehicles must have ADOT as the listed lienholder – ADOT lienholder Number G00004004
- Proof of insurance
- Original Title
- Copy of Invoice

All Other Capital

- Date RFP Out For Bid
- Date Contract Awarded
- Date Contract Complete

VII. SECURITY AGREEMENT

- 1) In consideration of the STATE / FTA funding for the purchase of any PROJECT equipment identified in Exhibit A including any equipment added, the RECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount of indicated in Exhibit A as the “Federal Portion” payable to the Department upon its demand, if and only if:
 - a. The RECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, or,
 - b. The PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears, or,
 - c. This Agreement by and between the STATE and the RECIPIENT is terminated.
- 2) In the event of the occurrences described in Paragraphs 1 or 3 above, the RECIPIENT shall be liable for no more than the fair market value of the PROJECT equipment on the date of the occurrence of such event.
- 3) In the event the PROJECT is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.
- 4) Upon the occurrence of any other event described herein which would allow the STATE to demand payment under this agreement, the obligation assured herein may be extinguished by assigning the herein PROJECT equipment to ADOT in as good a condition as when received, normal wear and tear excepted, thereby no longer having any further obligation to reimburse the STATE should the STATE exercise its right to terminate the agreement under the terms of the agreement under paragraph (2) of Section III. ADOT may refuse to accept such assignment, if in its sole judgment the PROJECT equipment has been abused or is in such condition as to substantially impair its value.
- 5) During the useful, economical life of the PROJECT equipment, as defined in the applicable Program Handbook and Application for the grant year, the equipment may be returned to ADOT subject to its acceptance, and the obligation herein will be extinguished.
- 6) In the event of a vehicle transfer back to ADOT during useful life, the Secondary Manufacturer and Aftermarket Vehicle Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent—must remain with the vehicle as delivered by ADOT to the RECIPIENT and are considered to be included in the lien.
- 7) **Secondary Manufacturer and Aftermarket Vehicle Components As Part of the Lien for Lift-Equipped Vehicles:** In addition to the Original Equipment Manufacturer (OEM—i.e., Ford, Dodge, Chevrolet, etc.) chassis, the Secondary Manufacturer adds to this chassis the following equipment, non-inclusive, which are considered part of the vehicle and therefore remain on lien with the vehicle, along with OEM components (Note: as a part of the vehicle modifications, the Secondary Manufacturer may also remove some OEM parts, replacing with after-market items):
 - a. Fast idle system, after-market alternator (200A) replacing OEM unit, related wiring, accessory drive belts and pulleys (varies by vehicle type, alternator and A/C compressor configuration), inside vehicle-located electrical fuse, fuse block and breaker box with key(s),
 - b. Under-hood or elsewhere on chassis, dual deep cycle marine batteries, in some vehicles combined with an isolator system,
 - c. Adjacent to, behind and above the front windshield area, a separate or modified body which is manufactured and installed in the driver and passenger compartment area to accommodate the driver, his/her vehicle and accessory system controls, and passenger, mobility-device and safety equipment. This body construction or modification typically includes related after-market windows, passenger service entry door(s), emergency rear door(s), and emergency exit/access door (i.e.,

hatch, roof mounted). The degree to which OEM equipment and body parts (including doors, windows, etc.) are removed permanently by the secondary manufacturer for the latter's vehicle modification purposes varies by whether the vehicle is a dual-rear wheel cutaway or single rear wheel raised roof lift van,

- d. Passenger (and on some vehicles, driver's) seats and, where required, seat belts.
 - e. Passenger ingress, egress and other assist stanchions and handrails, modesty panels,
 - f. Wheelchair lift door, lift mechanism and related control apparatus at the lift and driver area, related transmission/brake interlock equipment preventing unwanted motion of the vehicle when door is ajar and/or lift is otherwise in operation,
 - g. Wheelchair position components, related restraint and securement belts and belt storage,
 - h. Added springs or other weight compensating devices to suspension,
 - i. Additional equipment related to dual battery installation (in some units),
 - j. Basic first aid kit and other emergency/safety items, typically including flares, reflector triangles and fire extinguisher, wide-view internal rearview mirror, and outside rearview "RV-style" mirrors, internal and external lighting for lift, access doors and interior of vehicle, reverse alarm (some vehicles),
 - k. Rear heater and related lines and under-body flow controls,
 - l. Air conditioning equipment for rear passenger area including added condenser(s) (street-side "skirt" mounted), rear compartment evaporator, related refrigerant lines, air outlets and controls, on some units added (second) compressor and related belts and pulleys.
 - m. If the recipient-agency returning the vehicle to ADOT is uncertain regarding any particular component, it may contact ADOT or the issuing vendor regarding that component(s). The RECIPIENT should otherwise assume that any component supplied on or with the vehicle at the time of delivery to the RECIPIENT should be returned to ADOT in its originally-removed state.
 - n. Other equipment purchased by ADOT (on behalf of the recipient-agency) is to remain with vehicle or otherwise be returned to ADOT.
 - o. After-market communication radios or other communication equipment supplied by ADOT, if ADOT agrees that the RECIPIENT should have further legitimate use of the equipment should be returned to ADOT.
 - p. This list includes only "major" items added by the after-market supplier and shall not be considered all-inclusive. The vendor and ADOT retain on file complete parts listings that will be reviewed by ADOT upon return of the vehicle to ADOT and/or prior to transfer of the vehicle to another recipient agency.
- 8) This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the fair market value of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

**FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Applicant	City of Coolidge	
The Applicant / Recipient / Sub-Recipient agrees to comply with applicable provisions of the Categories indicated herein. Details of each category are further explained in Exhibit B. Initial every right-hand box on this form to indicate that the RECIPIENT agrees to comply.		
Category / Item	Description	Initial Each
01	Assurances Required for Each Applicant	
A	<i>Assurance of Authority of the Applicant and Its Representative</i>	
B	<i>Standard Assurances</i>	
C	<i>Intergovernmental Review Assurance</i>	
D	<i>Nondiscrimination Assurance</i>	
E	<i>Assurance of Nondiscrimination on the Basis of Disability</i>	
F	<i>Suspension and Debarment</i>	
G	U.S. OMB Assurances	
02	Lobbying	
03	Procurement Compliance	
04	Protections for Private Transportation Providers	
05	Public Hearing	
06	Acquisition of Rolling Stock for Use in Revenue Service	
07	Acquisition of Capital Assets by Lease	
08	Bus Testing	
09	Charter Service Agreement	
10	School Transportation Agreement	
11	Demand Responsive Service	
12	Alcohol Misuse and Prohibited Drug Use	
13	Interest and Other Financing Costs	
14	Intelligent Transportation Systems	
15	Urbanized Area Formula Program	
16	Clean Fuels Grant Program	
17	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program	
18	Non-Urbanized Area Formula Program for States	
19	Job Access and Reverse Commute Program	
20	New Freedom Program	
21	Paul S. Sarbanes Transit in Parks Program	
22	Tribal Transit Program	
23	TIFIA Projects	
24	Deposits of Federal Financial Assistance to a State Infrastructure Bank	

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

RECIPIENT
City of Coolidge

STATE OF ARIZONA
Arizona Department of Transportation

By _____
City of Coolidge

By _____
Jennifer Toth, Division Director
Multimodal Planning Division

Date Signed

Date Signed

Attest _____

Date Signed

FEDERAL FISCAL YEAR 2011 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2011.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2011.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

APPROVAL OF CITY OF COOLIDGE

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 CITY OF COOLIDGE, and declare this agreement to be in proper form and within the powers and authority granted to the CITY OF COOLIDGE 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 _____, 2011

Attorney for the CITY OF COOLIDGE

EXHIBIT A
PROJECT

BUDGET SUMMARY 2011

	As Available	5311 Application Total				
	Capital - 93/7	Capital - 80/20	Operating	Administration	Training	Total
Fare Revenues			\$50,600			\$50,600
Other Operating Revenues						
Local Share	\$37,327	\$0	\$256,734	\$36,132		\$292,846
Federal Share	\$495,902	\$0	\$354,535	\$144,447		\$498,983
TOTAL	\$533,229	\$0	\$611,270	\$180,559		\$791,829

PROJECT SUMMARY STATISTICS

	Total Expected	Line Number
Annual Ridership	50,600	1
Annual Miles	250,000	2
Annual Vehicle Service Hours	15,236	3
Total Operating Revenues	\$50,600	4
Operating Costs	\$791,829	5
Administration as a percent of non-capital costs	36.19%	6
Fare Revenues / Total Operating Revenues	100%	7
Cost per Passenger Trip	\$ 15.65	8
Cost per Mile	\$ 3.17	9
Cost per Vehicle Service Hour	\$ 51.97	10
Federal Share of Non-capital costs	\$498,983	11
Federal Cost per Passenger Trip	\$ 9.86	12
Federal Cost per Mile	\$ 2.00	13
Federal Cost per Vehicle Service Hour	\$ 32.75	14
Local Match Less Capital	\$292,846	15
Coolidge Match Less Capital No Xpress	\$ 181,763.01	16
Regional Match Less Capital	\$ 109,932.64	17
Coolidge Match Less Capital W/ Xpress	\$ 203,749.54	18
Regional Match Less Capital W/ 5 Entities	\$ 21,906.53	19

**EXHIBIT A
PROJECT
ENTIRE ADMINISTRATIVE BUDGET**

(Whole \$ Only)

A. EXPENSES		FY 2011
Personnel	% Time	Budget
Transit Director	20%	\$18,210
Transit Manager	100%	\$55,000
Senior Driver/Dispatcher	0%	\$0
Accounting	11%	\$9,660
Fringe Benefits		\$35,977
SUBTOTAL PERSONNEL		\$115,847
Other Administrative Expenses		
Travel Expenses		\$1,000
Telephone Expense/cell-radio		\$5,712
Computer/Copier Maintenance		\$2,000
Office Supplies		\$5,000
Marketing/Advertising		\$5,000
Copier Expense		\$5,000
Utilities		\$25,000
Liability Insurance		\$9,000
Professional Services		\$8,000
SUBTOTAL OTHER ADMIN		\$82,712
Substance Abuse Program		
	Collection Site(s)	\$250
	Medical Review Officer	\$250
	Laboratory Testin	\$250
	Related Travel	\$250
SUBTOTAL SUBSTANCE ABUSE		\$1,000
B. ADMINISTRATIVE SUBTOTAL		FY 2011 Ratio \$190,559
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		
		36.19%
C. LOCAL SHARE (at least 20% of subtotal)		\$35,112
D. FEDERAL SHARE* (No more than 30% of subtotal)		\$144,447
E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
	1 General Fund	\$35,112
	2	
	3	
	4	
	5	
TOTAL LOCAL SHARE		\$35,112

**EXHIBIT A
PROJECT**

COOLIDGE ADMINISTRATIVE BUDGET

(Whole \$ Only)

A. EXPENSES		FY 2011
Personnel	% Time	Budget
Transit Director	14%	\$12,747
Transit Manager	67%	\$36,856
Senior Driver/Dispatcher (D)	0%	\$0
Accounting	14%	\$6,440
Fringe Benefits		\$22,973
SUBTOTAL PERSONNEL		\$79,012
Other Administrative Expenses		
Travel Expenses		\$500
Telephone Expense/Cell-Phone		\$4,245
Computer/Copier Maintenance		\$1,000
Office Supplies		\$1,500
Marketing/Advertising		\$1,500
Copier Expense		\$4,020
Utilities		\$16,750
Liability Insurance		\$6,050
Professional Services		\$7,350
SUBTOTAL OTHER ADMIN		\$41,205
Substance Abuse Program		
Collection Site(s)		\$400
Medical Review Officer		\$0
Laboratory Testin		\$400
Related Travel		\$0
SUBTOTAL SUBSTANCE ABUSE		\$800
B. ADMINISTRATIVE SUBTOTAL	FY 2011 Ratio	\$121,017
The Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%. 88.46%		
C. LOCAL SHARE (at least 20% of subtotal)		\$24,204
D. FEDERAL SHARE* (No more than 80% of subtotal)		\$96,813
E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
1	General Fund	\$24,204
2		
3		
4		
5		
SUBTOTAL LOCAL SHARE		\$24,204

**EXHIBIT A
PROJECT**

PINAL CENTRAL XPRESS ADMINISTRATIVE BUDGET

(Whole \$ Only)

A. EXPENSES		FY 2011
Personnel	% Time	Budget
Transit Director	5%	\$5,468
Transit Manager	33%	\$19,170
Senior Driver/Dispatcher (2)	6%	\$0
Accounting	7%	\$3,220
Fringe Benefits		\$50,733
SUBTOTAL PERSONNEL		\$78,591
Other Administrative Expenses		
Travel Expenses		\$500
Telephone Expense/cell-radio		\$1,167
Computer/Copier Maintenance		\$1,000
Office supplies		\$1,500
Marketing/Advertising		\$1,500
Copier Expense		\$1,980
Utilities		\$8,250
Liability Insurance		\$2,970
Professional Services		\$2,640
SUBTOTAL OTHER ADMIN		\$21,507
Substance Abuse Program		
Collection Site(s)		\$400
Medical Review Officer		\$0
Laboratory Testing		\$400
Related Travel		\$0
SUBTOTAL SUBSTANCE ABUSE		\$800
B. ADMINISTRATIVE SUBTOTAL	FY 2011 Ratio	\$109,874
the Administrative Budget, divided by the Federal share of Administrative Budget plus the Federal share of Operating Budget, cannot exceed a ratio of 40%.		
	52.63%	
C. LOCAL SHARE (at least 20% of subtotal)		\$11,975
D. FEDERAL SHARE* (No more than 30% of subtotal)		\$47,258
E. LOCAL SHARE SOURCE:		
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.		
1	General Fund	\$11,975
2		
3		
4		
5		
TOTAL LOCAL SHARE		\$11,975

**EXHIBIT A
PROJECT
ENTIRE OPERATING BUDGET**

(Who's 5 Only)

	FY 2011 Budget
A. OPERATING EXPENSES	
Personnel	
Senior Driver/Dispatcher (1)	\$34,000
Driver/Dispatcher Salaries Coolidge (7.5)	\$210,000
Fleet Maintenance Manager/Mechanic (1)	\$46,000
Total Fringe Benefits	\$118,900
SUBTOTAL PERSONNEL	\$408,900
Other Operating Expenses	
Fuel and Oil	\$100,000
Tires, Parts, Maintenance	\$80,000
Driver Medical Cert & CDL Renewal	\$1,000
Vehicle Insurance	\$56,250
Uniforms	\$5,720
Facilities Maintenance	\$10,000
Other Expenses (specify below)	\$0
SUBTOTAL OTHER OPERATING EXPENSES	\$252,970
OPERATING EXPENSE SUBTOTAL	\$661,870
B. OPERATING REVENUES	
Fare Revenues	\$50,600
Other Operating Revenues (includes advertising)	\$0
OPERATING REVENUE SUBTOTAL	\$50,600
C. NET OPERATING COSTS	\$611,270
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)	
D. LOCAL SHARE (at least 42% of "C")	\$256,734
E. FEDERAL SHARE (no more than 58% of "C")	\$354,536
F. LOCAL SHARE SOURCE	
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.	
1 General Fund	\$256,734
2	
3	
4	
5	
TOTAL LOCAL SHARE	\$256,734

**EXHIBIT A
PROJECT**

COOLIDGE OPERATING BUDGET

(Whole \$ Only)

A. OPERATING EXPENSES	FY 2011 Budget
Personnel	
Senior Driver/Dispatcher (2)	\$22,780
Driver/Dispatcher Salaries Coolidge (4.5)	\$135,000
Fleet Maintenance Manager/Mechanic (1)	\$30,820
Total Fringe Benefits	\$75,440
SUBTOTAL PERSONNEL	\$264,040
Other Operating Expenses	
Fuel and Oil	\$40,000
Tires, Parts, Maintenance	\$40,000
Driver Medical Cert. & ODL Renewal	\$500
Vehicle Insurance	\$45,000
Uniforms	\$3,900
Facilities Maintenance	\$6,700
Other Expenses (specify below)	
SUBTOTAL OTHER OPERATING EXPENSE	\$136,100
OPERATING EXPENSE SUBTOTAL	\$400,140
B. OPERATING REVENUES	
Fare Revenues	\$25,000
Other Operating Revenues (includes advertising)	\$0
OPERATING REVENUE SUBTOTAL	\$25,000
C.	NET OPERATING COSTS
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)	
D.	LOCAL SHARE (at least 42% of "C")
E.	FEDERAL SHARE (no more than 58% of "C")
F.	LOCAL SHARE SOURCE
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.	
1 General Fund	\$157,539
2	
3	
4	
5	
TOTAL LOCAL SHARE	\$157,539

**EXHIBIT A
PROJECT**

PINAL CENTRAL EXPRESS OPERATING BUDGET

(Whole \$ Only)

A. OPERATING EXPENSES	FY 2011 Budget:
Personnel	
Senior Driver/Dispatcher (1)	\$11,220
Driver/Dispatcher Salaries Coolidge (2.5)	\$75,000
Fleet Maintenance Manager/Mechanic (1)	\$15,180
Total Fringe Benefits	\$40,560
SUBTOTAL PERSONNEL	\$141,960
Other Operating Expenses	
Fuel and Oil	\$60,000
Tires, Parts, Maintenance	\$40,000
Driver Medical Cert & CDL Renewal	\$500
Vehicle Insurance	\$11,250
Uniforms	\$1,820
Facilities Maintenance	\$3,300
Other Expenses (specify below)	
SUBTOTAL OTHER OPERATING EXPENSES	\$116,870
OPERATING EXPENSE SUBTOTAL	\$258,830
B. OPERATING REVENUES	
Fare Revenues	\$25,600
Other Operating Revenues (includes advertising)	\$0
OPERATING REVENUE SUBTOTAL	\$25,600
C. NET OPERATING COSTS	\$233,230
(Subtract Operating Revenue Subtotal from Operating Expense Subtotal)	
D. LOCAL SHARE (at least 42% of 'C')	\$97,957
E. FEDERAL SHARE (no more than 53%)	\$135,273
F. LOCAL SHARE SOURCE	
List each source and amount. All in-kind contributions used as part of local match must be listed as cost items in the Administrative expenses above.	
1 General Fund	\$97,957
2	
3	
4	
5	
TOTAL LOCAL SHARE	\$97,957

**EXHIBIT A
PROJECT**

ENTIRE CAPITAL BUDGET

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle

Requested Item	Quantity	Unit Cost	Subtotal
Bus 40'	1	\$ 200,000.00	\$ 200,000.00
Transit Facility Improvements:	1	\$ 333,229.00	\$ 333,229.00
			-
			-
			-

TOTAL CAPITAL COST: **\$ 533,229.00**

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

(93% / 7%)
Match Ratio

Federal Share	\$ 495,593.00
Local Share	\$ 37,636.00

Part II. FTA 5311 Standard Match Ratio

(80% / 20%)
Match Ratio

Federal Share	\$ -
Local Share	\$ -

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of available funding.

**EXHIBIT A
PROJECT**

COOLIDGE CAPITAL BUDGET

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.

Requested Item	Quantity	Unit Cost	Subtotal
Transit Facility Improvements	1	\$ 450,000.00	\$ 450,000.00
			-
			-
			-

TOTAL CAPITAL COST: **\$ 450,000.00**

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

	(93% / 7%)
	Match Ratio
Federal Share	\$ 412,500.00
Local Share	\$ 37,500.00

Part II. FTA 5311 Standard Match Ratio

	(80% / 20%)
	Match Ratio
Federal Share	\$ 360,000.00
Local Share	\$ 90,000.00

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of available funding.

**EXHIBIT A
PROJECT**

PINAL CENTRAL XPRESS CAPITAL BUDGET

E. CAPITAL COST ESTIMATES

List cost estimates for all above requested items. Itemize cost estimates for any requests for vehicle rehabilitation.

Requested Item	Quantity	Unit Cost	Subtotal
Bus 40'	1	\$ 200,000.00	\$ 200,000.00
			-
			-
			-

TOTAL CAPITAL COST: **\$ 200,000.00**

Please submit information for both Part I and Part II match ratios.

Part I. Sliding Scale / STP Flex match Ratio

(93% / 7%)

Match Ratio

Federal Share	\$ 186,000.00
Local Share	\$ 14,000.00

Part II. FTA 5311 Standard Match Ratio

(80% / 20%)

Match Ratio

Federal Share	\$ 160,000.00
Local Share	\$ 40,000.00

The final match ratio will depend on the number of applications and level of funding. ADOT reserves the right to adjust the match ratios between 93% Federal / 7% Local and the standard 5311 match ratio of 80% Federal / 20% Local to provide for equitable distribution of available funding.

EXHIBIT B
FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Category 01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance through ADOT must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian Tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the FTA grant agreement or cooperative agreement, including the FTA / ADOT Master Agreement that is incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian Tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA through ADOT has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA. Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions;
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. Suspension and Debarment

In accordance with the terms of U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180:

(1) The Applicant (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals, including its first tier subrecipients: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The Applicant (Primary Participant) certifies that it and its principals, including its first tier subrecipients, will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (3) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency:

(3) The Applicant (Primary Participant) certifies that if, later, it or its principals, including any of its first tier subrecipients, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to FTA;

(4) If the Applicant (Primary Participant) or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the statements within paragraphs (1), (2), and (3) above, the Applicant shall indicate so on its Signature Page or a Page attached in FTA's TEAM system providing a written explanation to FTA.

G. U.S. OMB Assurances

Consistent with U.S. OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to: (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability; (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and (i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following: (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24; (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance; (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships,

corporations, or associations in the manner provided in 49 CFR part 24; (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3); (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin; (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652; (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631; (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, at 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for Federally assisted projects;

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a (a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;

(11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note; (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note; (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note; (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note; (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465; (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q; (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6; (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c); (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.* and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02." Because ADOT receives in excess of \$100,000 in federal assistance, all sub-recipients must comply with category "02".

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to U.S. DOT or FTA for a Federal grant, loan (including a line of credit), cooperative agreement, or a commitment that the Federal Government to guarantee or insure a loan exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt 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 regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt 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 any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian Tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that is a State, local, or Indian Tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or operate public transportation equipment or facilities in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;

B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and

C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

A. Provided an adequate opportunity for public review and comment on the proposed project;

B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;

C. Considered the economic, social, and environmental effects of the proposed project; and

D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock.

Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintains on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

(1) It will not use Federal assistance authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. Chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:

- (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
- (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement; and
- (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. Chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:

- (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
- (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement; and

(3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized under 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and antidrug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

A. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]." To facilitate compliance with subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing; and

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances. Each Applicant is required by 49 U.S.C. 5307(d)(1)(I) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web. FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its

Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects. FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15".

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;

C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;

D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307:

(1) will use competitive procurement (as defined or approved by FTA),

(2) will not use exclusionary or discriminatory specifications in its procurements,

(3) will comply with applicable Buy America laws, and

(4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant:

(1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake;

(2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed;

(3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant;

(4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects;

(5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source;

(6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and

(7) has made or will make the final program of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(c) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through

5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

J. In compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of existing or planned public transportation; and

K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000,

(1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit

enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(i), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve

the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308:

- (1) will use competitive procurement (as defined or approved by FTA),
- (2) will not use exclusionary or discriminatory specifications in its procurements,
- (3) will comply with applicable Buy America laws, and
- (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant:

- (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake;
- (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed;
- (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant;
- (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects;
- (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source;
- (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and
- (7) has made or will make the final list of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

- (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
- (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and
- (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

J. The Applicant certifies it will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and section 3012 of SAFETEA-LU, respectively. The State is thus requested to select Category "17".

A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by subsections 3012(b)(3) and (4) of SAFETEA-LU, for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310;

C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities;

D. In compliance with 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;

E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and

F. In compliance with 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that:

- (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and
- (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a precondition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian Tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category "18."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;

B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;

C. The State assures that the project equipment and facilities will be adequately maintained;

D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;

E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;

F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;

G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c); (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that

- (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and
- (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis.

C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis.

D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that:

- (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and
- (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and

F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that maybe implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that

(1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and

(2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or financial assistance authorized under 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis.

C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and

E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that:

(1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and

(2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and through participation by the public.

21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Each State, Tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category "21."

A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and

(7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:

(1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;

(2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and

(3) Consult with the appropriate Federal land management agency during the planning process.

22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian Tribal governments, the Applicant certifies and assures as follows:

A. The Applicant assures that:

- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) The project equipment and facilities will be adequately maintained; and
- (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources;

B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36;

C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document; and

D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

23. TIFIA PROJECTS

Each Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. Chapter 6, is required to provide the following certifications. FTA may not award TIFIA credit assistance to the Applicant until the Applicant provides these certifications by selecting Category "23."

A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (a) Has made available, or will make available, to the public information on the amounts available for TIFIA credit assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (b) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (c) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (d) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (e) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (f) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (g) has made or will make the final list of projects available to the public; (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) An Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances; and

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless the Applicant is eligible to receive Federal assistance for those expenses and the Applicant's records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each

subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal assistance for the SIB Program to the State until the State provides these assurances by selecting Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;

B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program;

C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement;

D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and

E. The provisions of applicable Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

APPENDIX A

Title VI Agreement / Contract Requirements

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 shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract, or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

Title VI Agreement / Contract Requirements

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the 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 Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with 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 Department of Transportation (hereinafter referred to as the Regulations) 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), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the Arizona Department of Transportation all the right, title and interest of the 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 shall 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 shall on the grounds of race, color, national origin, or sex 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 shall 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, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the 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 effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

APPENDIX C

Title VI Agreement / Contract Requirements

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Arizona Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed 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 Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Arizona Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his 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, national origin, or sex shall be excluded from participation in, denied the benefits of, or he 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 shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other 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 Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon 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 in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of 13th June, 2011 by and between the CITY OF COOLIDGE, a political subdivision of the State of Arizona ("Coolidge"), the TOWN OF FLORENCE, a political subdivision of the State of Arizona ("Florence"), PINAL COUNTY a political subdivision of the State of Arizona ("Pinal County") and CENTRAL ARIZONA COLLEGE, a community college district of the State of Arizona ("CAC"). (Coolidge, Florence, Pinal County and CAC are sometimes collectively referred to herein as the "Parties" or individually as "Party")

RECITALS:

- A. Through funding provided, in part, by the Federal Transit Administration Section 5311 Rural Transportation Program ("Program") and administered by the Arizona Department of Transportation ("ADOT"), Coolidge operates a pilot regional bus system know as the "Pinal Central Xpress" that provides affordable transportation services between Casa Grande, CAC (Signal Peak Campus), Coolidge, Florence and Pinal County Complexes in Florence;
- B. The Program requires a local match commitment in order to obtain the Federal funds;
- C. The total estimated match commitment required to support the Pinal Central Xpress for the period October 1, 2011 to September 30, 2012 is \$82,813.36;
- D. Coolidge, Florence, Pinal County, and CAC desire to continue and jointly support the Pinal Central Xpress services because of the benefit it provides to their citizens;
- E. The Parties desire to enter into this Agreement to set forth their respective match commitments as well as their responsibilities and obligations in connection with the operation of the Pinal Central Xpress; and
- F. Under A.R.S. §11-951 et seq., the Parties have the authority to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

- I. The foregoing recitals are hereby incorporated into this Agreement by reference as if more fully stated herein below.
- II. SCOPE OF WORK
 - 1. Coolidge shall:
 - A. Provide Pinal Central Xpress fixed route transit service to serve the regional route as described in Exhibit A attached hereto ("Transportation Services").
 - B. Apply through ADOT for funding from the Program to fund the costs of providing the Transportation Services.

C. Contribute match funds in an amount not to exceed Twenty Thousand Seven Hundred Three Dollars (\$20,703) during the twelve (12) month period commencing October 1, 2011 and ending September 30, 2012.

D. Provide fleet procurement, hiring and training of staff and all administrative and operations requirements necessary to manage a successful transit system to provide the Transportation Services.

E. Ensure that all Transportation Services are in compliance with the Americans with Disability Act, applicable Program and Federal requirements and in accordance with the Cotton Express Five Year Transit Plan dated January 2009 and updated October 2011 .

F. Submit Transportation Services financial statements to Florence, Pinal County and CAC showing the actual budget performance on a monthly basis within fifteen (15) days at the end of each calendar quarter.

G. Invoice Florence, Pinal County and CAC on a monthly basis which shall set forth in detail each Party's actual match cost per month for the Transportation Services.

2. Florence, Pinal County and CAC shall each:

A. Provide Coolidge with the use of facilities required to provide the Transportation Services.

B. Recognize that adjustments to routing and stop structure may be required and such adjustments will be made as mutually agreed throughout the terms of this Agreement. In the event a Party requests a change in service, Coolidge shall, within thirty (30) days of receipt of the notice, inform all Parties of any equipment and personnel changes necessary to effectuate the request and will determine a mutually agreeable timetable for implementing the change. Any increase in costs due to the agreed upon change in service shall be reflected in the actual costs to be paid by the Party or Parties requesting the change.

C. Contribute funds in an amount not to exceed Twenty Thousand Seven Hundred Three Dollars (\$20,703) during the twelve (12) month period commencing October 1, 2011 and ending September 30, 2012.

D. Remit payment to Coolidge within fifteen (15) days of its receipt of the invoice.

III. MISCELLANEOUS PROVISIONS.

1. This Agreement shall be for an initial term of one (1) year (the "Initial Term") and may be renewed for four (4) additional periods of one (1) year each ("Renewal Term"), subject to the provisions of this Agreement. This Agreement shall be automatically renewed at the end of the Initial Term or the first Renewal Term, unless either party provides the other party with written notice of its intent not to renew the Agreement at least ninety (90) days prior to the end of the Initial Term or Renewal Term.

2. A Party may terminate this Agreement by giving the other Parties ninety (90) days prior written notice. Coolidge will not incur any further obligation to provide Transportation Services under this Agreement after receipt of a written notice of termination unless the

remaining Parties enter into a new Agreement with Coolidge to continue the Transportation Services. The terminating Party shall pay Coolidge for its share of the costs of providing Transportation Services up to the date of termination.

3. Each Party's records and any other supporting documents deemed necessary by the other Parties to substantiate the charges related to this Agreement shall be open to inspection and subject to audit and/or reproduction by authorized representatives of the other Parties to adequately permit the verification of the cost of the Transportation Services provided hereunder.

4. Fulfillment of the obligations of Coolidge, Florence, Pinal County and CAC under this Agreement are conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any Party at the end of the period for which the funds are available. No liability shall accrue to Coolidge, Florence, Pinal County or CAC in the event this provision is exercised and no Party shall be obligated or liable for any future payments or for any damages as a result of termination under this Section.

5. To the fullest extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (as "indemnitees") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6. All notices and other communication authorized or required under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in a United States mail box in a postage pre-paid envelope addressed to the other party to the address provided herein:

City of Coolidge
City Manager
130 W. Central Avenue
Coolidge, AZ 85128

Town of Florence
Town Manager
P.O. Box 2670
Florence, AZ 85132

County Manager
Pinal County
31 North Pinal Street
Florence, Arizona 85132

Central Arizona College
President
8470 N. Overfield Road
Coolidge, Arizona 85128

7. In the event of any controversy which may arise out of this Agreement, the Parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the foregoing, a Party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief if, in its sole judgment, such action is necessary to protect and preserve the rights of that Party.

8. The Parties agree to comply with all applicable Federal, State and local requirements

including all applicable provisions of Title 49 (United States Department of Transportation) and other applicable Code of Federal Regulations where and if relevant.

9. No Party may assign any of its rights nor delegate any of its duties under this Agreement.

10. Only the Parties to this Agreement may enforce the Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.

11. This Agreement, including Exhibit A, constitutes the entire agreement and understanding between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless executed in writing by all the Parties.

12. The failure of a Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

13. This Agreement shall become effective upon signature of all Parties.

14. This Agreement may be cancelled in accordance with A.R.S. §38-511 as regards to conflicts of interest.

15. To the extent applicable under A.R.S. §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 A.R.S. §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.

16. Pursuant to A.R.S. §35-391.06 and §35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the terms "scrutinized business operations" shall have the meanings set forth in A.R.S. §35-391 and §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 termination this Agreement.

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

CITY OF COOLIDGE

Mona Lopez
Mayor

Attest:

Amalia City
City Clerk

Approved as to Form:

Jim Yitzgile
City Attorney

TOWN OF FLORENCE

Vicki Kilvinger
Mayor

Attest:

[Signature]
Town Clerk

Approved as to Form:

[Signature]
Town Attorney

PINAL COUNTY

[Signature]
Chairman of the Board of Supervisors

Attest:

[Signature]


Approved as to Form:

[Signature]

CENTRAL ARIZONA COLLEGE

[Signature]
President

Attest:

Approved as to Form:

[Signature]
Michael Beers
College Attorney

**CITY OF COOLIDGE
CITY COUNCIL ACTION FORM**

SUBJECT: Authorization to purchase selected items from a local solicited invitation for bid on transit shop tools and equipment.	STAFF PRESENTER: Marcus Hoffman Transit Manager
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RECOMMENDATION:

Authorization to allow the City Manager to sign purchase orders on selected shop tools and equipment described in a local invitation for bid selecting Day Auto Parts and O'Reilly Auto Parts as the two vendors.

DISCUSSION:

On August 8th council agreed to enter into a time extension on ADOT contract P0012009001830 file number JPA 09-004T ARRA until December 31st 2011, to allow staff to utilize all remaining funding in this 100% federal funded grant.

The line item utilized in this grant is known as Facility and has authorization to be used on any item related to our Transit Facility Project. Staff has chosen to use the remaining balance on shop tools and equipment which is essential to insuring our maintenance department has the necessary tools to keep all transit maintenance in house.

Staff issued an Invitation for Bid on August 19th to be completed by September 2nd from three local bidders: Auto Zone, Day Auto (NAPA), and O'Reilly Auto Parts. A list of items and their specifications were given to each bidder to base a selection on best price, warranty, and specifications.

After careful consideration staff reviewed their respective bids and selected the various items by best price being most important, however, took into consideration better warranties provided than best price. Other considerations had to be made on items that were bid but did not meet the bid specifications required.

FISCAL IMPACT:

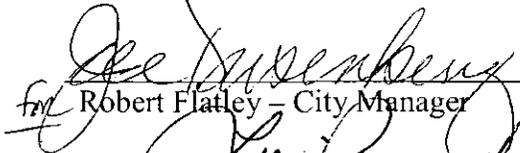
General fund revenue will not be impacted by this purchase due to this funding being 100% federal revenue under the American Recovery Reinvestment Act.

ARRA Budget: \$52,991.80
Total All Items: \$52,456.92
Day Auto: \$46,668.06
O'Reilly Auto: \$5,788.86

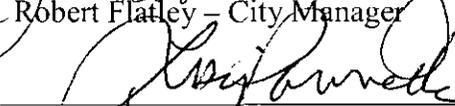
Attachments

Invitation for Bid Letter
Invitation for Bid Shop Tools and Equipment
Invitation for Bid Selections

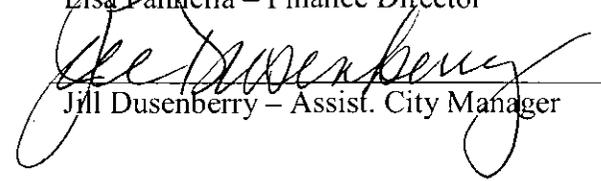
REVIEWED BY:



for Robert Flatley – City Manager

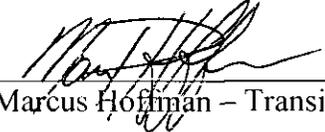


Lisa Pannella – Finance Director



Jill Dusenberry – Assist. City Manager

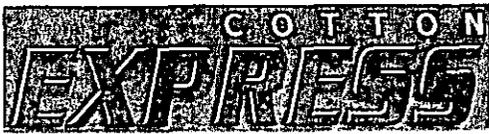
PREPARED BY:



Marcus Hoffman – Transit Manager

Reviewed By Ann Schrooten

Dennis Fitzgibbons – City Attorney



City of Coolidge
Transit Department
395 W. Palo Verde Ave.
Coolidge, AZ 85218
(520) 723-6085

Invitation for Bid

The City of Coolidge Cotton Express public transit system is seeking your bid for shops tools and equipment by invitation only. Our department must receive three written bids from three different vendors following this selection process:

1. Item bid meets description and specifications listed
2. Best possible price available
3. Warranty meets or exceeds requirements
4. Exact matching tools or equipment will be preferred unless a detail substitution is given with a guarantee

All bids are to be completed on the forms supplied with bidder's information completed. All bids are due to our office no later than 3:00 pm September 2nd, 2011. Bids must be returned to the Coolidge Transit Facility located at 395 W. Palo Verde Ave. Coolidge AZ 85128.

Bid awards will take approximately two weeks to complete and notices will be given upon your awarded bid in the form of a purchase order.

Thank you for your bid.

Marcus Hoffman, CCTM-CSSM-VMMI

Transit Manager

Cotton Express

Office: 520-723-6085

Mobile: 520-251-0323

mhoffman@coolidgeaz.com



IFB

Shop Tools & Equipment

To be completed by bidder:

Name:	
Address:	
Contact:	
Address:	
Phone:	
E-mail:	

All items listed are to include all fees, taxes, and delivery to 395 W. Palo Verde Ave. Coolidge AZ 85128.

Item	Description	Warranty (Yes/No) Warranty Length	Replacement to Description (Yes/No)	Bid Price
Universal Hydraulic Flaring Tool Set	Fabricates Pus Connect Fittings, GM Fuel Lines, brake lines, & transmission lines			
Hydraulic A/C Hose Fitting Fabricator	Hydraulic crimping tool for use on A/C barb fittings			
1/2" Drive 12pt Chrome Deep Sockets & Rail	Socket set must include: 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1 1/16", 1 1/8"			
Hand Held Impact Driver Set	Hammer striking impact driver to remove frozen hardware Includes: case, driver, 3/8" & 5/16" inserts			
3/8" Torque Wrench	3/8" Drive 10-100 ft lbs Electronic torque wrench			
1/2" Torque Wrench	1/2" Drive 25-250 ft lbs Electronic torque wrench			
1/4" Torque Wrench	1/4" Drive 12-120 in lbs Electronic torque wrench			
Caliper Set	Brake Drum & Rotor Caliper set 2 calipers with case electronic measure			
4 PC Micrometer Set	Outside Micrometer set from 0"-4" increments of .0001" with case			
Digital Caliper	Inside/Outside Digital Caliper measures up to 6" with accuracy .001" in increments .001" or .01 mm (SAE and Metric)			



IFB

Shop Tools & Equipment

Dial Indicator	Rigid mount magnetic base digital dial indicator, gauge size 2/14" increments .001" / .02 mm			
Depth Micrometers	Depth micrometers measurement from 0"-6" increments .001" with case			
Telescoping Bore Gauge Set	Telescoping bore gauge set measurement 5/16"-6" with locking mechanism and case			
Inside Micrometer Set	Inside micrometers range 1 1/2"-8" increment .001" (Starrett #823AZ) with case			
3/4" Impact	Ingersoll-rand 3/4" Impact IR259 1,050 ft/lb			
3/8" Butterfly Impact	Ingersoll-rand 3/8" butterfly impact wrench IR216B 178 ft/lb			
3/8" Air Drill	Ingersoll-rand 3/8" Air reversible drill, speed 2,500 rpm, .5 hp IR7802RA			
1/4" Air Drill	Chicago Pneumatic 1/4" Reversible Mini Drill with keyless chuck			
HD Genisys Starter Kit	Genisys scanner starter kit for HD includes 9 & 6 pin Deutsch cables, smart card, & PC software			
Drill Bit Set	8 piece high speed drill bit set 9/16"-1" in 1/64" increments			
Drill Bit Set	60 piece high speed drill bit set .04"-.228" sized 1-60			
Bosch Turn Pads	Bosch turn pads- pair Bosch # 19020028			
Bosch Heads	Bosch Heads #1690501250			
Bosch Extensions	Bosch Extensions #932402069			
Multi-meter	Fluke 88-5 Multi-meter includes meter, test leads, test probes, large alligator clips, TPAK hanger kit, Temperature probe, back probe, piercing probe, and case			
Jump Starter Box	4400 amp 12/24 volt Jump Start Box with 55" or longer cables			
Bench grinder	8" wheel dia. Bench grinder 3/4 hp motor 4+ amps minimum 3,000 rpm			
Self Evacuating Drain Tank	25 gal drain tank self evacuation by compressed air, portable on casters, min 16" dia catch basin			



IFB

Shop Tools & Equipment

Utility Stands	54" closed to 80"+ inch min reach working load 1,500 lbs used for vehicle support while on vehicle lift			
Hydraulic Utility Crane	(Cherry Picker) Hydraulic Crane min reach 75" min 8 ton ram min 2 ton lift capacity			
Welding Helmet	Welding Helmet ADF Technology auto darkening to shades #3,5,9,10, & 11 Lens size 4 1/2" x 5 1/4"			
HD Alignment Machine	Bosch WA 5200-8HDR Truck Aligner			
Brake & Material Lathe	Jet Bench Lathe GH1340W with Digital Read Out, Tapper Attachment Kit, Collet Closer, Machine Tool Kit, Collet Tool Kit			
Robinair HVAC Set	Robinair 43166 4-way manifold w/ digital gauges set up for R-134A, R-22, & R-410A, with hoses and connectors			

*Photos and details need to be submitted to support your bid.



IFB

Shop Tools & Equipment Selections

Item	Description	Bidder: Auto Zone	Bidder: Napa	Bidder: O'Reilly	Explanation other than lowest bidder
Universal Hydraulic Flaring Tool Set	Fabricates Pus Connect Fittings, GM Fuel Lines, brake lines, & transmission lines	\$429.99	\$362.51	\$470.48	
Hydraulic A/C Hose Fitting Fabricator	Hydraulic crimping tool for use on A/C barb fittings	\$539.99	\$773.79	\$758.30	Lifetime warranty provided by bidder
1/2" Drive 12pt Chrome Deep Sockets & Rail	Socket set must include: 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1 1/16", 1 1/8"	No Bid	\$96.58	\$27.66	Incomplete set bid by O'Reilly, part # does not meet bid spec
Hand Held Impact Driver Set	Hammer striking impact driver to remove frozen hardware Includes: case, driver, 3/8" & 5/16" inserts	No Bid	\$10.43	\$14.38	
3/8" Torque Wrench	3/8" Drive 10-100 ft lbs Electronic torque wrench	\$147.41	\$240.60	\$238.01	Auto Zone part # does not meet spec of 10-100 lbs, lifetime warranty supplied by bidder
1/2" Torque Wrench	1/2" Drive 25-250 ft lbs Electronic torque wrench	\$197.96	\$272.85	\$260.15	Lifetime warranty supplied by bidder
1/4" Torque Wrench	1/4" Drive 12-120 in lbs Electronic torque wrench	No Bid	\$147.97	No Bid	
Caliper Set	Brake Drum & Rotor Caliper set 2 calipers with case electronic measure	\$66.67	\$302.92	\$304.43	2 year warranty versus 90 day from lowest bidder
4 PC Micrometer Set	Outside Micrometer set from 0"-4" increments of .0001" with case	\$134.95	\$130.52	\$120.66	



IFB

Shop Tools & Equipment Selections

Item	Description	Bidder: Auto Zone	Bidder: Napa	Bidder: O'Reilly	Explanation other than lowest bidder
Digital Caliper	Inside/Outside Digital Caliper measures up to 6" with accuracy .001" in increments .001" or .01 mm (SAE and Metric)	\$19.99	\$23.18	\$49.82	Lifetime warranty versus 90 day from lowest bidder
Dial Indicator	Rigid mount magnetic base digital dial indicator, gauge size 2/14" increments .001" / .02 mm	\$49.99	\$163.56	\$127.31	Lifetime warranty versus 90 day from lowest bidder
Depth Micrometers	Depth micrometers measurement from 0"-6" increments .001" with case	\$62.72	\$81.42	\$64.21	Lifetime warranty versus 90 day from lowest bidder
Telescoping Bore Gauge Set	Telescoping bore gauge set measurement 5/16"-6" with locking mechanism and case	\$179.99	\$34.79	\$94.10	
Inside Micrometer Set	Inside micrometers range 1 1/2"-8" increment .001" (Starrett #823AZ) with case	No Bid	\$100.00	No Bid	
3/4" Impact	Ingersoll-rand 3/4" Impact IR259 1,050 ft/lb	\$374.14	\$324.03	337.64	
3/8" Butterfly Impact	Ingersoll-rand 3/8" butterfly impact wrench IR216B 178 ft/lb	\$166.96	\$144.77	\$160.52	
3/8" Air Drill	Ingersoll-rand 3/8" Air reversible drill, speed 2,500 rpm, .5 hp IR7802RA	\$159.99	\$151.75	\$166.05	
1/4" Air Drill	Chicago Pneumatic 1/4" Reversible Mini Drill with keyless chuck	\$156.99	\$127.87	\$138.38	
HD Genisys Starter Kit	Genisys scanner starter kit for HD includes 9 & 6 pin Deutsch cables, smart card, & PC software	\$799.99	\$884.49	\$2,559.23	5 year warranty versus 6 month from lowest bidder
Drill Bit Set	8 piece high speed drill bit set 9/16"-1" in 1/64" increments	No Bid	\$191.59	\$116.24	
Drill Bit Set	60 piece high speed drill bit set .04"-.228" sized 1-60	No Bid	\$76.31	No Bid	



IFB

Shop Tools & Equipment Selections

Item	Description	Bidder: Auto Zone	Bidder: Napa	Bidder: O'Reilly	Explanation other than lowest bidder
Bosch Turn Pads	Bosch turn pads- pair Bosch # 19020028	\$2,266.00	\$2,458.65	\$2,205.47	
Bosch Heads	Bosch Heads #1690501250	\$1,308.00	\$1,627.29	\$1,461.24	1 year warranty versus 90 day by lowest bidder
Bosch Extensions	Bosch Extensions #932402069	\$654.00	\$709.59	\$636.53	
Multi-meter	Fluke 88-5 Multi-meter includes meter, test leads, test probes, large alligator clips, TPAK hanger kit, Temperature probe, back probe, piercing probe, and case	\$484.99	\$552.44	No Bid	1 year warranty versus 90 day by lowest bidder
Jump Starter Box	4400 amp 12/24 volt Jump Start Box with 55" or longer cables	\$507.25	\$371.52	No Bid	
Bench grinder	8" wheel dia. Bench grinder 3/4 hp motor 4+ amps minimum 3,000 rpm	No Bid	\$186.88	\$171.59	
Self Evacuating Drain Tank	25 gal drain tank self evacuation by compressed air, portable on casters, min 16" dia catch basin	\$560.00	\$497.04	\$608.85	
Utility Stands	54" closed to 80"+ inch min reach working load 1,500 lbs used for vehicle support while on vehicle lift	\$173.22	\$122.32	No Bid	
Hydraulic Utility Crane	(Cherry Picker) Hydraulic Crane min reach 75" min 8 ton ram min 2 ton lift capacity	\$370.00	\$472.31	\$547.97	1 year warranty versus 90 day by lowest bidder
Welding Helmet	Welding Helmet ADF Technology auto darkening to shades #3,5,9,10, & 11 Lens size 4 1/2" x 5 1/4"	\$92.89	\$363.41	No Bid	Only bidder to meet the specs required
HD Alignment Machine	Bosch WA 5200-8HDR Truck Aligner	\$30,029.00	\$24906.39	\$29290.22	



IFB

Shop Tools & Equipment Selections

Item	Description	Bidder:	Bidder:	Bidder:	Explanation other than lowest bidder
		Auto Zone	Napa	O'Reilly	
Brake & Material Lathe	Jet Bench Lathe GH1340W with Digital Read Out, Tapper Attachment Kit, Collet Closer, Machine Tool Kit, Collet Tool Kit	No Bid	\$15,821.24	\$15,891.56	
Robinair HVAC Set	Robinair 43166 4-way manifold w/ digital gauges set up for R-134A, R-22, & R-410A, with hoses and connectors	\$424.00	\$449.00	\$387.45	
Total by Bidder	PO Amounts	\$0.00	\$46,668.06	\$5,788.86	

ARRA Contract Balance: \$52,991.80

Total All PO's: \$52,456.92

Balance after Purchase: \$534.88