Program Information

1. **Program Contact Information**

Agency Name:	City of Kingman
Primary Contact Person's Name:	Sheri Furr
Title:	Public Transit Superintendent
Transit Agency Address, City, Zip:	3700 E. Andy Devine Ave. Kingman, Arizona 86401
Contact Office Phone:	(928) 692-3103
Contact Cell Phone or alternative phone (if applicable) :	(928) 716-5278
Contact Email:	sfurr@cityofkingman.gov
Agency Website Address:	cityofkingman.gov

Secondary Contact (if applicable)
Name:
Title:
Contact Office Phone:
Contact Cell Phone or alternative phone (if applicable):
Contact Email:

2. Is this a joint application (multiple agencies)? Yes ✔ No *

2a. Please list all the local agency(ies) jointly applying.

3. Application Category: Continuing 5311

Organization

4. 5311 Public Transit services are required to be open to the general public. Does your transit service meet this criteria? Yes ✔ No *

5. In what department will your transit program be located? Public Works

6. Describe your Transit Advisory Committee (TAC) memberships and the members' positions in your community.

The Kingman Area Regional Transit (KART) Transit Advisory Committee (TAC) is a seven member committee, consisting of various stakeholders throughout the Community. Committee members represent Kingman's local government, local business, the medical community and agencies that serve seniors and persons with disabilities as well as our general public.

This year, KART TAC has experienced loss of membership. Two members relocated outside the city limits and one member was appointed to a different commission. There are currently two advertised vacancies on our committee. Current members and their positions in the community are:

Charles Obney - Transportation Specialist

Bill Laity - Employee of medical transport provider
Pamela Wilkinson - CEO, Kingman Chamber of Commerce
Margaret Daw - Elder abuse care peerson
Cere Tabbert - Local resident and general public transit user
Jen Miles - City of Kingman, Council Liaison

COORDINATION OF SERVICE

This section provides 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).

7. Is your system included in a Regional Transportation Coordination Plan? ✔ Yes No *

8. Please explain your coordination efforts:

KART is included in the WACOG Regional Transportation Plan. The Public Transit Superintendent attends and actively participates in the bi-monthly Coordinated Council meetings. In addition, The Transit Superintendent serves as a panelist for the Section 5310 Grant interviews, review and ranking. KART is working with other 5310 and 5311 programs to coordinate training sessions. The WACOG Transportation and Transit Program brochure is available in the transit office and on each vehicle. A list WACOG Coordinated Mobility members as well as other transportation providers is maintained in the KART office. This list is used for the purpose of providing information for other agencies to those who require transportation beyond our service area or additional services that KART may not offer.

FUNDING REQUESTS

9. Please check the box next to the types of funding requested in this application. Questions will follow in other portions of the application depending on your selection.

- ✔ Administrative Funds
- ✔ Operating Funds
- ✔ Capital Funds
- Intercity Funds
- Planning Funds
- Other Please Explain

9a. Please identify the type of capital needed by checking all capital types requested in this application.

For Vehicle Requests, additional questions will show on the Vehicles page. Provide additional information for all other capital requests on the Other Capital Request page which will only appear if other capital is requested.

- ✔ Vehicle (Revenue Rolling Stock)

Vehicle Rehabilitation

✔ Other Capital Requests

FINANCIAL MANAGEMENT

1. Briefly describe your organization's budgeting process.

The City of Kingman has a formalized process for budget purposes. The budget process starts in January with the submittal of proposed budgets from each department. In February, departmental reviews are held with the director of each division for any adjustments. In March, City Council reviews each department's budget in open meetings with the public. Adjustments are usually made during this stage of the process. In April, a final review is performed by the finance department and if necessary, additional adjustments are made so that the budget does not exceed the spending authorization mandated by the state. In May, the final budget is presented to City Council for adoption. The City of Kingman uses general funds as their source of matching funds for this grant.

2. Describe your procurement process for purchasing operating supplies, services, and capital items such as vehicles. Please include thresholds for purchasing using the three requests for prices (small purchases) as well as for an RFP or bid type process.

KART follows required guidelines of the ADOT Capital Procurement Handbook, FTA's Best Practices Manual and Article X. City Procurement Code (http://www.codepublishing.com/az/kingman) from the Adopted Municipal Code by the Common Council of the City of Kingman as the process for approving purchases.

Micro Purchases under $3,000: Purchasing agent may purchase the item or items as needed without further formality.

Small Purchases $3,000 to $50,000. Purchasing agent shall solicit at least three (3) written proposals for the item or service. The purchasing agent shall document the substance of the proposals and shall procure the goods or services from the vendor whose proposal best meets the needs and interests of the city, in terms of cost, specifications and qualifications of the vendor.

Large Purchases $50,000 and over: Purchasing agent shall subject the purchase or contract to the formal competitive bidding process.

When council approval is required. No contract of fifty thousand dollars ($50,000) or more shall be let except with the approval of the common council. Whenever any contemplated purchase or contract for services is for the sum of fifty thousand dollars ($50,000) or more, the purchasing agent shall present the bids to the council for approval, and advise the council of the advantages or disadvantages of contract and bid proposals.

3. How is the budget monitored for the organization as a whole?

System generated reports showing revenue and expenditures by line item are printed and reviewed monthly by each division supervisor as well as the City of Kingman Finance Director.

4. How will the transit budget be monitored including revenues and expenditures?

System generated reports showing revenue and expenditures by line item are printed and reviewed monthly during the reimbursement process. The Public Transit Superintendent approves all purchases, which are monitored on a daily, weekly and monthly basis for reporting system performance.

4a. Who will prepare and monitor the transit budget?

The Public Transit Superintendent prepares and monitors the transit budget.

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

The City of Kingman has extensive experience managing federal and state grant programs. Our public transit division, KART has been managed through funding from the Federal Section 5311 Rural Transit Grant Program since its inception in 2003. We have always fully complied with program requirements and oversight.

5.	Do you have a current approved indirect cost allocation plan?	Yes ✔ No *
5a.	What is your current indirect cost rate?	0.02%
5b.	Who is your cognizant agency	FTA - Approval Pending
5c.	Date of approval:	
5d.	Upload your current indirect cost allocation plan.	https://egrants.azdot.gov/_Upload/6064-AllocationPlanPolicy.doc

MARKETING AND COMMUNICATION

6. Describe your agency's marketing plan.

The primary goals of KART's marketing plan are to increase ridership and to gain additional support from the community. To contribute to these goals, are the following objectives:
1. Build awareness of the transit service among the general population of Kingman through effective branding, news media relations and community outreach.

2. Educate the population about the benefits that transit delivers to both riders and non-riders.

3. Maintain a positive image of KART as a valuable public service that benefits a wide variety of Kingman citizens and visitors.

4. Enhance the user-friendliness of the service with effective passenger information programs, such as the printed guide, signage and web based information.

5. Generate trial and repeat ridership through targeted outreach efforts.

6. Support ridership though quality customer service and communication.

7. Does your agency maintain a website page for transit? ✔ Yes No

7a. If yes, provide the URL / web address for the transit program.
http://www.cityofkingman.gov/Departments/KART.aspx

8. How and when is information on proposed service or fare changes communicated to riders and the general public?

Information regarding any proposed service or fare change would be made available during the public hearing process at the Transit Advisory Committee meeting or the Common Council meeting where approval of changes would be considered. If approved by the Common Council, changes would at a minimum, be published in the local newspaper, announced with signage at each stop and transfer center, provided in an informational handout given directly to passengers and posted on the KART webpage. At least 30 days notice will be given prior to any proposed changes taking effect.

9. Do you conduct a ridership survey of your passengers? ✔ Yes No

9a. If yes, when was your last survey conducted? 6/30/2010

9b. Please provide a copy of your last survey.
https://egrants.azdot.gov/_Upload/6064-2010surveydollarsspent.pdf

9c. If no, how do you collect feedback from your riders on your system needs?

The latest survey is attached. KART is overdue for a survey. We are in the process of creating a new survey form that will be distributed in May 2014 and annually therafter. To encourage participation, one free ride pass will be offered for each survey returned. The following information will be gathered:

Age group, if has a limiting disability, mobility devices used, fare method used(cash/pass etc.), how long using service, how often service is used, route(s) used, other transportation available, employment status, student status, trip purpose, money spent, type of purchase, opinion of service (safety, on-time, travel time, service hours, service area, driver courtesy, vehicle cleanliness, information availability, bus stops and shelters, cost of service and overall opinion). There will also be additional space for comments.

10. Has there been any service disruption in the past year? Yes ✔ No

10a. If yes, please explain the service disruption and how the public was notified of the service disruption?

11. Attach your Public meeting notice(s) with date(s) of meeting(s) for notice of intent to apply for 5311 funds.
https://egrants.azdot.gov/_Upload/6064-PublicHearingNotice-AffidavitofPublication.pdf

Sample Notice of Public Hearing

MAINTENANCE

12. Attach a Vehicle Maintenance Plan, if applicable.
https://egrants.azdot.gov/_Upload/6064-VehicleMaintenancePlan.pdf

13. How is maintenance provided for your transit service vehicles?

✔ In-house

If in-house, provide a list of services provided.

The City of Kingman performs all regularly scheduled preventative maintenance services as outlined in the attached Vehicle Maintenance Plan. Any items reported during daily inspections are investigated and whenever possible, corrected in-house. This includes repair and maintenance of engine components, electrical system, ramps and wheelchair lifts, video equipment, bike racks and external cosmetic repairs.

✔ Outside vendor via contract

If by contract, list the vendors you use and what services they provide.

We do not have specific contracts with any of the outside vendors we do use, but instead have annual blanket purchase orders with them. We utilize the following outside service vendors:

Colorado River Ford – We use this vendor Ford units that require major engine or transmission repairs. We will also use them to find or reset any computer codes that we are unable to read, repair and re-set.

Kingman Chevrolet – Buick – We use this vendor for Chevy units that require major engine or transmission repairs. We will also use them to find or reset any computer codes that we are unable to read, repair and re-set.

One Stop Automotive – We use this vendor for the majority of our air conditioning and heating repairs. This vendor may also be used to perform other minor repairs if we are unable to schedule the work in-house in a timely manner.

Other

Please Explain.

KART RIDER SURVEY Passenger Survey June 2010

The Arizona Department of Transportation and the Federal Transit Administration would like your opinion on how best to plan the future of your transit system – Kingman Area Regional Transit . If you could take a few moments during your ride today to answer the following questions and return the survey to your driver, it would be greatly appreciated.

Check One: ____Adult ____Child _____Senior, over age 60

____Disabled, under age 60 _____Disabled, over age 60

1. Why did you ride the bus today?

____Medical ____Recreation ____Employment ____Shopping
____Education ____Other

2. How much did you spend today on your trip?

____Less than $10 ____$10 to $20 ____$20 to $30 ____$30 to $40 ____More

Comments:_____

_____

_____

Thank you for completing this survey. For further information call 928-681-7433.

KART RIDER SURVEY Passenger Survey June 2010

The Arizona Department of Transportation and the Federal Transit Administration would like your opinion on how best to plan the future of your transit system – Kingman Area Regional Transit. If you could take a few moments during your ride today to answer the following questions and return the survey to your driver, it would be greatly appreciated.

Check One: ____Adult ____Child _____Senior, over age 60

____Disabled, under age 60 _____Disabled, over age 60

1. Why did you ride the bus today?

____Medical ____Recreation ____Employment ____Shopping
____Education ____Other

2. How much did you spend today on your trip?

____Less than $10 ____$10 to $20 ____$20 to $30 ____$30 to $40 ____More

Comments:_____

_____

_____

Thank you for completing this survey. For further information call 928-681-7433.

AFFIDAVIT OF PUBLICATION

Kingman Daily Miner

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"Serving Kingman since 1882"

STATE OF ARIZONA)
County of Mohave) ss.

I, **Melinda Mauser,** being first duly sworn on her oath says:
That she is the Legals Clerk of THE KINGMAN DAILY MINER
An Arizona corporation, which owns and publishes the Miner,
a Daily Newspaper published in the City of Kingman, County of Mohave,
Arizona, that the notice attached hereto, namely,

Notice of Public Hearing
Ad. No. 360416

Has, to the personal knowledge of affiant, **16th** day of **March, 2014**
to the **30th** day of **March, 2014** inclusive without change, interruption or
omission, amounting in **2** insertions, made on the following dates:
03/16, 03/30/2014

By: MM
Legal Clerk, **30th** Day of **March, 2014**

(360416)
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Common Council of Kingman, Kingman Area Regional Transit (KART), at the City of Kingman Council Chambers located at 310 N. 4th Street, Kingman, Arizona 86401 at starting at 5:30 p.m. on April 1, 2014 for the purpose of considering a project for which financial assistance is being sought from the U.S. Department of Transportation. Grant funds will be used to provide administration, operating and capital funds to operate the Kingman Area Regional Transit (KART) system in the city limits of Kingman and Greater Kingman-Butler area. Capital item to be purchased is one transit vehicle.

At the hearing, the Common Council of Kingman will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit oral or written evidence and recommendations with respect to said project.

A copy of the grant proposal will be available beginning March 28th, 2014 for public inspection at Kingman Area Regional Transit (KART), 3700 E. Andy Devine, Kingman, Arizona 86401 or from the City Clerk at City of Kingman, 310 N. 4th Street, Kingman, Arizona 86401. You may access a copy at the www.cityofkingman.gov, from the City Clerk or from the Transit Office.
Published: 3/16 & 3/30/2014
Ad. No. 360416

State of Arizona

County of Mohave

On this 4 day of April, 2014

Legal Clerk, whom I know personally to be
the person who signed the above document
and she proved she signed it.

Notary Public
My Commission Expires May 24, 2014

OFFICIAL SEAL
NIRALI H. DAVE
Notary Public - State of Arizona
MOHAVE COUNTY
My Comm. Expires May 24, 2014

City of Kingman
310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • (928)753-5561
www.cityofkingman.gov

CERTIFICATION

I hereby certify that the attached Resolution No. 4885 is a true and correct copy of Resolution No. 4885 duly passed and adopted by the Mayor and Council of the City of Kingman, Arizona at a meeting held on April 1, 2014 by a vote of 7-0.

Sydney Muhle
City Clerk
City of Kingman, Arizona

CITY OF KINGMAN, ARIZONA

RESOLUTION NO. 4885

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA AUTHORIZING THE SUBMITAL OF AN APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION SECTION 5311 RURAL PUBLIC TRANSIT GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION NECESSARY TO FUND A PORTION OF THE KINGMAN AREA REGIONAL TRANSIT SYSTEM.

WHEREAS, The City of Kingman seeks to continue to offer public transportation to residents and visitors in the City of Kingman and Greater Kingman-Butler area, and

WHEREAS, On July 6, 2012, President Obama signed Moving Ahead for Progress in the 21st Century (MAP-21), reauthorizing surface transportation programs through fiscal year 2014. Each reauthorization amends the Federal Transit Laws codified in 49 USC Chapter 53. MAP-21 took effect on October 1, 2012, and

WHEREAS, Annually, the Federal Transit Administration (FTA) allocates federal funds for the Section 5311 Grant Program which are apportioned to the State on a formula basis; providing funding to support the administrative, operating, and capital costs of operating public transit services in rural areas, and

WHEREAS, The City of Kingman will submit an application for FTA Section 5311 Grant funding for Kingman Area Regional Transit (KART) to the Arizona Department of Transportation (ADOT) for Federal FY2013, and

WHEREAS, Applicants of the Section 5311 Rural Transit must file applications in accordance with the rules and procedures promulgated by State Statute; ADOT and FTA, and

WHEREAS, ADOT requires that applications for Section 5311 Rural Transit include a resolution from the governing body of the applicant acknowledging the request for Section 5311 Rural Transit Grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Kingman, Arizona hereby authorizes the filing of an application for a FTA Section 5311 Rural Public Transit Grant for $849,497 with a local match for capital in the amount of $27,000, if funded at 80/20 match ratio, or $9,450 if funded at 93/7 match ratio, a local match for operating in the amount of $224,669 and a local match for administration in the amount of $35,914 and authorizes the City Manager or his duly authorized designee to sign the application and all associated documents.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on this 1st day of April, 2014.

APPROVED:

Janet Watson

Janet Watson, Mayor

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

APPROVED AS TO FORM:

Carl Cooper, City Attorney

ATTEST:

Sydney Muhle

Sydney Muhle, City Clerk

VEHICLE MAINTENANCE PLAN

The goals of the vehicle maintenance plan of **Kingman Area Regional Transit (KART)** are to support safe, reliable, and high quality service to our citizens and visitors to our area while making maximum use of financial resources. An effective maintenance plan ensures safe transit vehicles on the road and maximizes transit vehicle life.

Service Provider: Kingman Area Regional Transit (KART) utilizes the Fleet Services of the City of Kingman as the primary provider for vehicle maintenance needs. Responsibilities include scheduled preventive maintenance checklists and brake and tire inspections. All vehicle records are maintained using the Ron Turley & Associates (RTA) fleet maintenance software system. Approved vendors will provide additional work and major engine repairs, including warranty service. All mechanics will have ongoing training that cover maintenance safety and mechanical service specific to transit vehicle operations such as wheelchair lift maintenance.

Daily Vehicle Inspections: Specific procedures are outlined and monitored to ensure that all vehicles are inspected prior to the transit vehicle going into service each day and a post-trip inspection at the end of the service day. Drivers will perform a comprehensive checklist of essential maintenance elements and record the results on the pre-trip inspection form. The inspection form includes inspection of wheelchair lifts. If a defect identified will cause further damage or presents a safety hazard, the vehicle will not be put into operation. Any defects identified will be reviewed by Fleet Maintenance and discussed with the Public Transit Superintendent. Minor defects will be listed on the repair order for correction during the preventive maintenance process.

Preventive Maintenance Schedule: Preventive maintenance will be performed on each vehicle on the following schedule with a window of 1,000 +/- miles enforced.

- "A" Level Service 4,000
- "B" Level Service 30,000 includes Tune-Up, Transmission, Rear-end service Repack Front wheel Bearings.

During the PM scheduled service, the mechanic will document all defects found and will have all defects listed on the repair order and corrected prior to returning the transit vehicle to service. The Preventive Maintenance Checklist includes the vehicle unit number, mileage and/or hours on the vehicle. The following are minimum maintenance:

- Change Engine Oil (4,000)
- Change Fuel Filter (30,000)
- Change Air Filter (4,000)
- Change Automotive Auto/Trans Filter and Fluid (30,000)
- Change Differential Oil (30,000)
- Re-Pack Wheel Bearings (30,000)
- Grease under Carriage and Suspension (4,000)
- Check Automatic Transmission Fluid Level (4,000)
- Check Differential Fluid Level (4,000)

- Check Coolant Level (4,000)
- Check Coolant Level (4,000)
- Check Windshield Washer Fluid Level (4,000)
- Check Battery Water Level (4,000)
- Check Brake Fluid Level (4,000)
- Replace/Repair Tires (As needed)
- Check Tire Pressure/check for nails or damage
- Visually check suspension for damage or wear
- Remove tires, check brakes and if brakes are at 25% replace
- Replace Brakes as needed
- Check and clean battery post connections
- Check Wheelchair Lift and replace worn components, clean and adjust as needed

Wheelchair Maintenance

In the event of transit vehicle breakdown, a spare transit vehicle will be maintained ready to leave the facility immediately. The dispatcher will notify fleet maintenance and fleet maintenance will be responsible for troubleshooting the situation, identifying the best alternative to safely resume service. The transit vehicle involved with the breakdown will be taken out of service, scheduled for repair and a record maintained to prevent future incidents. Only after the repairs have been made to the transit vehicle, will it be returned to service.

System Characteristics

1. Are you planning any significant changes to your program this year? Yes ✔ No*

1a. If yes, please explain.

2. How many routes does your service offer that will be funded by this grant? 4

3. Do you have a contingency plan and / or agreement 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? Yes ✔ No *

3a. If yes, please explain.

Performance Data

4.	Annual Passengers Trips Anticipated:	103452
4a.	Annual Passengers Trips Last Year:	98191
5.	Anticipated Annual Fare Revenue:	$147,751
5a.	Fare Box Last Year:	$140,248
6.	Average cost per passenger trip using the last year's data:	$5.87
7.	Will your net advertising revenue be deducted in your operating costs?	Yes ✔ No *

8. How much is your anticipated net advertising revenue?

Service Types

9. Systems with multiple routes may have several different types of service.

Please check ALL of the types of service that your system provides and then Save so that the appropriate questions appear.
Hybrid or Other should only be used for routes that do not fit one of these definitions.

Local / Regional	Intercity
Demand Response	Intercity Fixed Route
✔ Deviated / Flex Route	Intercity Feeder Route
Fixed Route with Complementary Paratransit	
Commuter	

System Characteristics

Hybrid or Other

Please respond to the questions as appropriate for the transit service.

Demand Response

10. Please explain how the demand response service is the appropriate model for your community?

Deviated / Flex Route

11. How far will the service deviate off of the route?
3/4 of a mile

12. Who is eligible for deviated service in your system?

Deviated (Curb to Curb) service is available to seniors, persons with disabilities and the general public.

13. How are deviations requested?

Registered Curb-to-Curb clients call the dispatch office to schedule trips no later than 3:00 PM the day before service is needed. Subscription service is also available.

14. Please explain how this service model works for your community.

The four deviated fixed routes operated by KART operate very effeciently. Route deviations are scheduled in advance and manifests are provided to each transit operator at the beginning of their shift. The bus leaves the route at the appropriate time to pick up or drop off passengers at their pre-scheduled destination then returns to the route where it left off. Each route meets hourly at the transfer center located at Walmart. It is there that passengers, whether Curb-to-Curb or using the fixed route stops, will transfer to a different route when needed.

Fixed Route with Complementary Paratransit

15. How far from the fixed route does complementary paratransit serve?

15a. Please Describe

16. Date of the last update of your Complementary Paratransit Plan

16a. Please upload a copy of your Complementary Paratransit Plan

16b. Please explain how this service model works for your community.

Commuter

17. Please explain why this is a commuter route and how well this service model fits this community?

Intercity Service: Feeder and/or Fixed Route

18. Describe the intercity service provided.

19. Please list your service connections with intercity providers.

20. Do you offer package service?

Hybrid or Other

21. Describe the service you provide in your community.

22. Please explain how this fits the needs of your community.

All Applicants Answer the Following

23. Does the system connect with other modes of transportation, if so describe how you connect and are they timely?

Kingman Area Regional Transit does not currently connect with other modes of transportation .

24. In what jurisdictions, does this system operate outside of the primary applicant community? Please list the routes that go outside of the community limits and identify the specific community whether unincorporated county or other.

System Characteristics

One of KART's four service routes, the Yellow Route operates almost entirely outside of the Kingman city limits in an adjacent unincorporated area of Mohave County, known as the Greater Kingman-Butler Area.

Route Service Characteristics: Red

TOTAL ROUTES:	

1.	Route Name:	Red	Blue	Green
2.	Select the Days each route operates:	M T W Th F Sa	M T W Th F Sa	M T W Th F Sa
3.	Route Type:	Local / Regional	Local / Regional	Local / Regional
4.	Service Type:	Deviated / Flex Route	Deviated / Flex Route	Deviated / Flex Route
5.	# Daily Hours of Operation:	12	12	14
6.	Start Time:	6:00 AM	6:00 AM	6:00 AM
7.	End Time:	6:00 PM	6:00 PM	8:00 PM
8.	Does the route operate continuously other than short breaks for the driver?	Yes	Yes	Yes
9.	Number of times route is run daily	12	12	14
10.	Round Trip Miles per route cycle	13	14	15
11.	Annual Passenger trips (optional):	13295	12474	33262
12.	Does the route accommodate baggage?	No	No	No
13.	Is this a new or existing route?	Existing	Existing	Existing
14.	Is the service changing?	No	No	No
15.	**Check the types of key activity centers the route serves and indicate which are the busiest in the text box provided.**			
15a.	Medical	✔	✔	
15b.	Employment	✔	✔	✔
15c.	Education			
15d.	Residential	✔	✔	✔
15e.	Shopping	✔	✔	✔
15f.	Entertainment	✔	✔	✔
15g.	Other			✔
16.	Busiest activity center for this route?	Residential & Shopping	Medical & Shopping	Employment & Other
17.	System Connections?	No	No	No
17a.	List the other mode it connects to			
18.	**Please identify the jurisdiction(s) that each route operates in:**			
18a.	County	Mohave County	Mohave County	Mohave County
18b.	City(ies) (If the route operates outside the city limits, please type unincorporated):	City of Kingman	City of Kingman	City of Kingman

19. Upload a user guide for this Route Service Area. Please include a map if it is available.

    If you only have one user guide, please upload it only once.
    https://egrants.azdot.gov/_Upload/6078-KingmanGuide19HR.pdf

20. Please explain any service changes that you are making and the reasons for making these changes.

    No substantial changes in service are planned.

21. Any additional comments about your routes and the service your agency provides.

    Saturday service hours are 9:00 AM to 4:00 PM on all four routes.

Organization: City of Kingman **5311-2014-City of Kingman-00031**

Route Service Characteristics: Yellow

TOTAL ROUTES:	

1.	**Route Name:**	Yellow		
2.	Select the Days each route operates:	M T W Th F Sa		
3.	Route Type:	Local / Regional		
4.	Service Type:	Deviated / Flex Route		
5.	# Daily Hours of Operation:	14		
6.	Start Time:	6:00 AM	:	:
7.	End Time:	8:00 PM	:	:
8.	Does the route operate continuously other than short breaks for the driver?	Yes	Yes	Yes
9.	Number of times route is run daily	14		
10.	Round Trip Miles per route cycle	15		
11.	Annual Passenger trips (optional):	39160		
12.	Does the route accommodate baggage?	No	No	No
13.	Is this a new or existing route?	Existing		
14.	Is the service changing?	No	No	No
15.	**Check the types of key activity centers the route serves and indicate which are the busiest in the text box provided.**			
15a.	Medical			
15b.	Employment	✔		
15c.	Education	✔		
15d.	Residential	✔		
15e.	Shopping	✔		
15f.	Entertainment	✔		
15g.	Other			
16.	Busiest activity center for this route?	Education & Residential		
17.	System Connections?	No	No	No
17a.	List the other mode it connects to			
18.	**Please identify the jurisdiction(s) that each route operates in:**			
18a.	County	Mohave County		
18b.	City(ies) (If the route operates outside the city limits, please type unincorporated):	City of Kingman (incorporated) and the Greater Kingman Butler		

Route Service Characteristics: Yellow

Area(unincorporated)

19. Upload a user guide for this Route Service Area. Please include a map if it is available.

    If you only have one user guide, please upload it only once.
    https://egrants.azdot.gov/_Upload/6077-KingmanGuide19HR.pdf

20. Please explain any service changes that you are making and the reasons for making these changes.

    No substantial changes are planned at this time.

21. Any additional comments about your routes and the service your agency provides.

    Saturday service hours are 9:00 AM to 4:00 PM on all four routes.

AGENCY VEHICLE INVENTORY

Total Vehicles in Inventory: 9

Spare Vehicle Ratio: 0.00%

1. Please answer the questions for all vehicles in your transit fleet whose routes utilize 5311 funding.

Vehicle Identification Number (VIN)	Funding Source (i.e.: 5310, 5311, local, etc.)	Vehicle Type	Model Year	Mileage	# of Amb. Seats	# of W/C Positions	Lift or Ramp?	Anticipated Replacement Year	Requesting Rehab?	Route Served (Spare can also be listed)	Is the Vehicle On ADOT Lien?
1FDXE45F43HA74431	5311	Bus < 30 FT	2003	241407	14	2	Lift	2014	No	SPARE	Yes ✔ No
1FDXE45P36HA85709	5311	Bus < 30 FT	2006	171137	15	2	Lift	2015	No	SPARE	Yes ✔ No
1FDXE45PX6HA85710	5311	Bus < 30 FT	2006	165258	15	2	Lift	2016	No	SPARE	Yes ✔ No
1FD4E45P58DA39652	5311	Bus < 30 FT	2008	168687	15	2	Lift	2017	No	ALL	Yes ✔ No
1FD4E45P7DA39653	5311	Bus < 30 FT	2008	183581	15	2	Lift	2016	No	ALL	Yes ✔ No
1GB9G5AGA1103474	5311	Bus < 30 FT	2010	125608	23	3	Lift	2019	No	ALL	✔ Yes No
1GB9G5AG9A1104109	5311	Bus < 30 FT	2010	119286	23	3	Lift	2018	No	ALL	✔ Yes No
1GB9G5AG5A1104222	5311	Bus < 30 FT	2010	165627	23	3	Lift	2017	No	ALL	✔ Yes No
1GB6G5BG0D1115442	5311	Bus < 30 FT	2013	29468	23	3	Lift	2020	No	ALL	✔ Yes No
											Yes No

2. **Please answer the following for all vehicles on ADOT Lien and spares.**

INSTRUCTIONS: Please COPY the VIN number from the Agency Vehicle Inventory table for each vehicle on ADOT Lien. Once copied, please PASTE the VIN number in to the table below in the "Vehicle Identification Number" column.

Vehicle Identification Number (VIN)	Condition Code	Vehicle in Service?	Original Vehicle Cost	Make	Model	Fuel Type	Chassis
1GB9G5AGA1103474	4 GOOD	Yes	$126,041	ARBOC	SPIRIT OF MOBILITY	Gas	Medium Duty
1GB9G5AG9A1104109	4 GOOD	Yes	$126,041	ARBOC	SPIRIT OF MOBILITY	Gas	Medium Duty
1GB9G5AG5A1104222	3 FAIR	Yes	$126,041	ARBOC	SPIRIT OF MOBILITY	Gas	Medium Duty

Vehicles

1GB6G5BG0D1115442	5 EXCELLENT	Yes	$131,172	ARBOC	SPIRIT OF MOBILITY	Gas	Medium Duty

VEHICLE STORAGE

3. Please list the address of the vehicle storage. If there is more than one location, please list the last 4 VIN's of the vehicles with each address.

City of Kingman
Public Works Maintenance Facility
3700 E. Andy Devine Ave.
Kingman, AZ 86401

NEW / REPLACEMENT VEHICLES AND VEHICLE REHABILITATION

4. If you are requesting a new or replacement vehicle, please answer the following:
If you are requesting an expansion, VIN not applicable.

VEHICLE SPECIFICATIONS

Expansion or replacement?	Vehicle Type	Seating Capacity	Wheelchair Positions	Chassis	Fuel Type	VIN of vehicle being replaced or Rehabilitated (last 4)	Vehicle Priority #	Replaced vehicle disposal?	Used for Intercity Route?	QTY	Cost/Item	Total

Vehicles

Replacement	Bus < 30 FT	28	3	Medium Duty	Gas	5709	1	Transfer	No	1	$135,000	$135,000
												$0
												$0
												$0
												$0
												$0
												$0
												$0
												$0
												$0

TOTAL CAPITAL VEHICLE REQUEST:	**$135,000**

NEW OR EXPANSION VEHICLE JUSTIFICATION

5. Please explain your justification for a new vehicle.

Existing spare vehicles are reaching the end of their useful life. We have had several instances lately in which we have been left with just one spare available while the others were out for maintenance or repair.

6. If the vehicle is not being retired from service, what is your justification for increasing your fleet size?

7. If you are retiring a vehicle, please explain why rehabilitation is not a better option than purchasing a new vehicle.

Replacement is more cost effective than rehabilitation for this vehicle.

8. What route it will be serving and how many riders does the line have now? If it is a new line, please provide the projected ridership.

This vehicle will not be exclusive to any one of our four existing routes. Combined ridership of all four routes totaled 98,191 trips last year.

9. Will your requested vehicle be fully accessible to persons with disabilities, in accordance with ADA guidelines? ✔ Yes No

9a. If No, Please explain

Vehicle Rehabilitation

If you are requesting a vehicle rehabilitation, please answer the following:

10. Please identify the VIN of the vehicle being rehabilitated, the parts of the vehicle that are planned for rehab, and what will be done as part of this funding request.

11. Please explain why rehabilitation is the best option for this vehicle.

ALL CAPITAL VEHICLE REQUESTS

12. Please estimate the following dates for milestones. If more than one procurement contract will be needed, please enter the milestone dates in the appropriate column. They are reported to FTA and will need to be confirmed if the award is made.
Project Title should be (Expansion or Replacement) - (Vehicle Type). e.g. Expansion - Vans

	Estimated Completion Date				
Project Title	**RFP Issued**	**Contract Awarded**	**First Vehicle Delivered**	**All Vehicles Delivered**	**Contract Complete**
Replacement Vehicle	2/11/2014	3/27/2014	10/31/2014	10/31/2014	10/31/2014

1. OTHER CAPITAL REQUESTS

Capital Category	Capital Description	Phase (if Applicable)	Title	Priority # QTY	Cost \ Item	Total	Federal	Local
					$0	$7,000	$5,600	$1,400
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
						$0	$0	$0
			TOTAL OTHER CAPITAL REQUEST:			$0		

2. **For each request provide justification for the purchase. Pertinent information needed includes:**

- Description of the capital equipment / facility project.
- Explanation for why this equipment or facility is essential for the operation of your transit service.
- Is this a replacement of an older unit(s) or an addition?
- How will this equipment interact with existing equipment you use and operate? Please detail any modifications that will be needed to accommodate this equipment.
- What is your alternative option if this is not awarded?
- For larger projects, please detail other funding sources you are pursuing (or have obtained).
- For larger projects, what is the next step in the process? Please outline what you've completed so far and upload any applicable studies.
- Provide a map for any location specific requests such as facilities, passenger shelters, etc…

Justification:

Map and / or backup documentation

ALL CAPITAL REQUESTS

3. Please estimate the following dates for milestones. If more than one procurement contract will be needed, please enter the milestone dates in the appropriate column. They are reported to FTA and will need to be confirmed if the award is made.

For each Capital item or project requested, please fill out the proposed Milestone dates.

	Estimated Completion Date		
Project Title	**RFP Issued**	**Contract Awarded**	**Contract Complete**
Transit Vehicle <30ft	2/11/2014	3/27/2014	10/31/2014

4. If you would like to provide letters of support from your stakeholders and community members, please upload them below. Please only provide if the capital items exceed $50K. (As discretionary grant opportunities are available, ADOT may apply on your behalf).

Planning

1. Please describe your planning needs?

   Kingman Area Regional Transit is not requesting planning funds at this time.

2. Which of the following categories best describe your project?

3. What type of study are you requesting? (see Help menu for descriptions)

4. Please attach a map of the study area.

5. Please explain the need for the study, benefits, and use of the study / planning project.

6. What data does the local sponsoring agency have available to support these planning activities? (i.e. Statistics, GIS Maps, Ridership Data, etc...)

7. What public outreach activities do you think would be successful in your community to support these planning activities?

8. Letters of **support** for the proposed planning study can be uploaded here.

9. If applicable, provide a **list of previous relevant studies and a list of projects implemented based on the recommendations** made by previous ADOT funded planning studies, such as Small Area Transportation Studies, PARAs, and transit needs studies (may also include relevant non-ADOT funded transportation studies and projects)

10. Please estimate the amount of funds requested towards planning:

PLANNING REQUEST			
Planning Title	**Total Request**	**Federal Request**	**Local Match**

		$0	$0
		$0	$0
		$0	$0
		$0	$0
		$0	$0
		$0	$0
		$0	$0
		$0	$0
		$0	$0
		$0	$0

Milestones

For each Capital item or project requested, please fill out the proposed Milestone dates.

	Estimated Completion Date		
Project Title	**RFP Issued**	**Contract Awarded**	**Contract Complete**

Budget

REQUESTED BUDGET SUMMARY	Match Ratio	Total Request	Federal Request	Local Match
Administration Request	**80/20**	**$178,282**	**$142,626**	**$35,656**
Operating	**58/42**	**$534,926**	**$310,257**	**$224,669**
Intercity Request	**58/42**	**$0**	**$0**	**$0**
Capital Request	**80/20**	**$135,000**	**$108,000**	**$27,000**
Planning Request	**80/20**	**$0**	**$0**	**$0**
Total Request		**$848,208**	**$560,883**	**$287,325**

Admin Ratio: 0.25%

ADMINISTRATION BUDGET	Total Request	Federal Request	Local Match	Subcontracted?	
Transit Director	$58,933	$47,146	$11,787	Yes ✔ No	Please specify other:
Administrative Assistant	$37,966	$30,373	$7,593	Yes ✔ No	Please specify other:
Financial Assistant	$1,500	$1,200	$300	Yes ✔ No	Please specify other:
HR / Employee Recruitment	$2,500	$2,000	$500	Yes ✔ No	Please specify other:
Fringe Benefits for Admin. Personnel	$36,822	$29,458	$7,364	Yes ✔ No	Please specify other:
Administrative Supplies	$5,000	$4,000	$1,000	Yes ✔ No	
Marketing / Advertising	$1,500	$1,200	$300	Yes ✔ No	
Printing	$7,000	$5,600	$1,400	Yes ✔ No	
Program Audit	$3,100	$2,480	$620	Yes ✔ No	
Substance Abuse Program	$2,150	$1,720	$430	Yes ✔ No	
Utilities	$600	$480	$120	Yes ✔ No	
Insurance	$4,500	$3,600	$900	Yes ✔ No	
Other	$9,500	$7,600	$1,900	Yes ✔ No	Please specify other: Admin Building Maintenance
Other	$7,211	$5,769	$1,442	Yes ✔ No	Please specify other: Information Systems Service
Total Administration Costs	**$178,282**	**$142,626**	**$35,656**		

Budget

If applying for Intercity funds, what percentage of your Operating Budget is for Intercity Operations? %

OPERATING BUDGET	Total Request	Federal Request	Local Match	Subcontracted?	
Driver Salaries	$365,085	$211,749	$153,335	Yes ✔ No	Please specify other:
Fringe Benefits	$138,732	$80,464	$58,267	Yes ✔ No	Please specify other:
Fuel and Oil	$109,560	$63,544	$46,015	✔ Yes No	Please specify other:
Operating Supplies	$1,500	$869	$630	✔ Yes No	Please specify other:
Tires / Parts / Maintenance	$36,500	$21,170	$15,330	Yes ✔ No	Please specify other:
Preventive Maintenance	$20,000	$11,600	$8,400	Yes ✔ No	
Uniforms	$2,500	$1,450	$1,050	✔ YesNo	
Radio Services / Equipment	$4,800	$2,784	$2,016	✔ YesNo	
Software Maintenance	$4,000	$2,320	$1,680	✔ YesNo	
Total Operating Costs	**$682,677**	**$395,953**	**$286,724**		
Deductions including Fares Earned	**$147,751**				
Net Operating Costs	**$534,926**	**$310,257**	**$224,669**		

CAPITAL REQUEST	Total Request	Federal Request	Local Match	QTY	Unit Cost
Replacement : Bus < 30 FT	$135,000	$108,000	$27,000	1	$135,000
Replacement : Bus < 30 FT	$0	$0	$0	0	$0
Total Capital Costs	**$135,000**	**$108,000**	**$27,000**		

PLANNING REQUEST	Total Request	Federal Request	Local Match
	$0	$0	$0
Total Planning Costs	**$0**	**$0**	**$0**

REQUESTED BUDGET SUMMARY			
	Total Request	**Federal Request**	**Local Match**
Total	**$844,208**	**$557,683**	**$286,525**

LOCAL MATCH			
Match Amount	**Name of Match Contributor**	**Contribution Source**	**Please Describe**
$286,525	City of Kingman	City	General Fund and Net Advertising Revenue

Total: $286,525

Are you planning to use in-kind funds/services for local match? Yes ✔ No

All In-Kind match must be documented at the time of the contribution.
Except for a land donation, in-kind match cannot be used towards capital projects / purchases.
If your marketing revenues are going towards local match, please document it separately and label it in the description box.
In-kind must also be documented in the local match above.

IN-KIND MATCH					
Budget Type	**In-Kind as % of Total Budget**	**Match Type**	**Source of Donations / Service**	**Value of Service / Donation**	**Total In-Kind**
	%			per	

TOTAL: $0

Match Additional Information

Local Match

Safety and Training Programs

The following are components of a required Americans with Disabilities Act (ADA) training program:

- Operate vehicles and equipment safely
- Appropriate attention to the differences among persons with disabilities
- Treat persons with disabilities in a respectful and courteous way
- Assist passengers properly

1. **INDICATE ALL TRAINING YOUR AGENCY PROVIDES:**

Yes Do your drivers receive training that covers the above ADA areas?
Yes Defensive Driving training?
Yes PASS (Passenger Service and Safety - CTAA)
Yes START (Safety Training and Rural Transit – National RTAP)
Yes Customer Service
Yes Emergency Evacuation (covered by PASS)
Yes Biohazard Training
Yes First Aid
Yes CPR
Yes Safety
Yes Reasonable Suspicion (Drug & Alcohol Training for Supervisors)
Yes Dispatcher Training
Yes 24 hour behind the wheel training for drivers with experienced driver
Yes Vehicle Pre/Post Trip Inspection Training
Yes Transit Operations Policies & Procedures

Other
Describe:

Other
Describe:

Other
Describe:

Yes 2. Is your training program offered in house?
If no, where and by whom does your agency staff receive training

SAFETY

3. Please answer the following questions. The transportation program or agency...:

Yes Obtains a copy of a driving record before hiring a new driver?
No Makes a road test part of the driver applicant review process?

Safety and Training Programs

Yes	Performs criminal history checks on new hires?
Yes	Has a Federal Transit Administration approved Drug & Alcohol Testing Policy and Program?
Yes	Formally investigates accidents and incidents, maintains an accident log, and prepares a report for the files?
Yes	Has a file in which records of all accidents are kept?
No	Has a specific safety/risk management manual?
Yes	Developed a written transit safety and security policy?
No	Takes ADOT funded vehicles in for annual inspection?
Yes	Has a documented vehicle maintenance program?
0	How many accidents did the transportation program have last year that met the Federal Transportation Administration (FTA) thresholds for reporting?

Organization: City of Kingman **5311-2014-City of Kingman-00031**

Substance Abuse

1.	Do you have a substance abuse program in place that meets current Federal, State and Local regulations and practices?	Yes
2.	Do you have a clearly written substance abuse policy statement and procedures that describe your agency's policy and plans for complying with the FTA regulations?	Yes
	2.a. **If yes, attach your policy to this checklist.** https://egrants.azdot.gov/_Upload/6810-KARTSubstanceAbusePolicyChapter16April2011.doc	
3.	If your program includes more than what is mandated by the FTA regulations, is this reflected in the written policies?	Yes
4.	Have you made the necessary provisions for recordkeeping and reporting?	Yes
5.	Do these provisions include procedures to protect the individual's right to privacy and the prevention of unauthorized release of test result information?	Yes
6.	Have you selected qualified personnel who will be responsible for implementing and monitoring the program?	Yes
7.	Have these individuals been provided with the required trainings including reasonable suspicion?	Yes
8.	Have you informed your employees in writing of your agency's substance abuse policy and its implementation requirements?	Yes
9.	Have you established and documented a minimum of 60 minutes of drug awareness training for safety sensitive employees and 2 hours of supervisory awareness training (one hour on drugs and one hour of alcohol signs, symptoms and effects).	Yes
10.	Are enough employees trained in reasonable suspicion that the transit agency is covered at all times and shifts?	Yes
11.	Are these training programs held regularly to account for staff turnover and other changes?	Yes
12.	Does your program include testing for the five prohibited classes of substances, marijuana, cocaine, opiates, amphetamines, and PCP?	Yes
13.	Does your program have provisions for testing for the following events: pre-employment, random, post-accident, reasonable suspicion, and (return to duty, follow-up testing in the event of a second chance policy) according to the standards defined in the federal regulations?	Yes

SECTION II

CHAPTER SIXTEEN

SUBSTANCE ABUSE POLICY STATEMENT

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

Originally Adopted: April 1, 2002
Revised and Adopted: TAC February13, 2008
Revised and Adopted: Council February 19, 2008
Revised and Adopted: TAC April 20, 2011
Revised and Adopted: Council May 4, 2011

KINGMAN AREA REGIONAL TRANSIT (KART)

SUBSTANCE ABUSE POLICY STATEMENT

1.1 PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and the use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. **The Federal Transit Administration ("FTA") of the U.S. Department of Transportation ("U.S.DOT") has published regulations in 49 CFR Parts 40, as amended and 655 that mandate urine drug testing and breath alcohol testing for transit employees in safety sensitive positions and prohibits covered employees from performing safety-sensitive functions when they have received a positive test result. The U.S. Department of Transportation ("U.S.DOT") has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath samples for drug and alcohol tests.** A copy of the regulations is available upon request. In addition, the Federal government published 49 CFR Part 29, "the Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety sensitive employees and others when so noted.

1.2 POLICY

The Kingman Area Regional Transit ("KART") is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. The City of Kingman, Kingman Area Regional Transit (KART), employees are our most valuable resource and it is our goal to provide a healthy, safe, and satisfying working environment that promotes personal opportunities for growth. In meeting these goals, it is our policy to:

A. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.

B. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse.

C. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances; and

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

Originally Adopted: April 1, 2002
Revised and Adopted: TAC February13, 2008
Revised and Adopted: Council February 19, 2008
Revised and Adopted: TAC April 20, 2011
Revised and Adopted: Council May 4, 2011

D. To encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency that would adversely affect their ability to perform their assigned duties.

The KART Substance Abuse Policy was originally approved and adopted by the Transit Advisory Commission during their April 1, 2002 meeting. The City Council originally approved and adopted the KART Substance Abuse Policy during their June 4, 2002 meeting. A copy of the signed Council Communication, which adopted the policy by the City Council, is attached to this policy. This Substance Abuse Policy is a Chapter in the KART Operating Policy & Procedures Manual.

1.3 PROCEDURE

A. **This policy applies to all transit system employees, paid, part-time employees, contract employees and contractors when performing any transit – related safety-sensitive duties** or when they are on transit property or when performing any transit-related safety sensitive business for the City of Kingman, Kingman Area Regional Transit.

B. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractor employees are governed by this policy while on transit premises or performing work for the City of Kingman, Kingman Area Regional Transit, and will not be permitted to conduct transit business if found to be in violation of this policy.

C. **A safety-sensitive function, as defined by the Federal Transit Administration, is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in or out of revenue service); controlling the dispatch or movement or a revenue service; maintaining a revenue service vehicle or equipment used in revenue service; operating a non-revenue service vehicle that requires a CDL; security personnel who carry firearms, and Supervisors, only, if they may perform a safety-sensitive duty. Volunteers are exempt from the drug testing policy unless they drive a vehicle, which requires they have a CDL and/or performs a safety sensitive function and receives remuneration in excess of their actual expenses. Participation in the City of Kingman, Kingman Area Regional Transit drug and alcohol testing program is a requirement of each safety-sensitive employee in accordance with 49 CFR Parts 655.15, and therefore, is a condition of employment.**

D. **All positions at the Kingman Area Regional Transit were reviewed for safety-sensitive duties to determine the safety-sensitive duties. The following positions were determined to be safety-sensitive:**

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

Transit Operator, driving, full or part-time
Transit Operator, dispatching, full or part-time
Transit Administrative Assistant, dispatching, full or part-time
Any Fleet Mechanic
Public Transit Superintendent

Any new positions created in the future will be reviewed for safety sensitive duties. The aforementioned positions were determined to be safety sensitive at the time of this update.

1.4 PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

A. ILLEGALLY USED CONTROLLED SUBSTANCES OR DRUGS

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C.812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: **marijuana, amphetamines (amphetamine & methamphetamine), opiates (codeine, heroin & morphine), phencyclidine (PCP), Ecstasy and cocaine (MDMA, MDA, MDEA)**, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

The test will be considered positive if the amounts of the metabolites present are above the minimum thresholds established in 49 CFR Part 40, as amended.

In instances where there is a reason to believe an employee is abusing a substance other than the five drugs listed above, the City reserves the right to request a separate sample and to test for additional drugs under the City's own Substance Abuse Policy and using standard laboratory testing protocols.

B. LEGAL DRUGS

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, before performing safety-sensitive duties.

A legally prescribed drug means that the individual has a prescription or other

written approval from a physician for the use of a drug appropriate for a medical condition and used in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing safety-sensitive business is prohibited.

C. ALCOHOL

The use of beverages containing alcohol or substances including medications, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing transit business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by a certified evidential breath-testing device.

1.5 PROHIBITED CONDUCT

A. MANUFACTURE, TRAFFICKING, POSSESSION, AND USE

Transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances on transit authority premises, in transit vehicles, in uniform, or while on *transit authority business, or in the workplace consistent with the "Drug-Free Workplace Act of 1988."*

1. Employees and other persons under this policy who violate this provision will be subject to termination.

2. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

B. INTOXICATION/UNDER THE INFLUENCE

Any safety sensitive employee, who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance or not fit for duty shall be suspended from job duties pending investigation and verification of condition. **Employees who refuse to be tested or fail to pass a drug or alcohol test shall be removed from duty immediately, informed of educational and rehabilitation programs available and referred to a *Substance Abuse Professional ("SAP")** and subject to disciplinary action, up to and including termination. **A drug or alcohol test is considered positive if the individual is found to have a confirmed, quantifiable presence of a prohibited substance in the body above the minimum threshold defined in 49 CFR Part 40, as amended or if the individual refused to take a test as defined in section 5.4.**

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

C. SUBSTANCE ABUSE PROFESSIONAL ("SAP")

A Substance Abuse Professional ("SAP") can be a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission ("NAADAC") or the ICRC and has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders. The SAP will have passed the appropriate test and have credentials required by 49 CFR part 40 and will follow the procedures as set forth in 49 CFR Part 40.

Also, Refer to Reasonable Suspicion Testing Section

D. ALCOHOL USE

No safety-sensitive employee shall report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentrations is .02 or greater. Alcohol consumption is prohibited during the following conditions per Section 655.33:

1. **Within four (4) hours prior to performing a safety sensitive function**
2. **While on duty performing a safety sensitive function**
3. When in uniform
4. **While performing a safety sensitive function**
5. **Just before or just after performing a safety sensitive function**
6. **Eight hours after an accident or until tested, or**
7. **During the hours the employee is scheduled to be on-call**

Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination. At a minimum, **employees whose alcohol concentration levels verified to be .02 or greater but under .04 shall be immediately removed from their safety-sensitive duties or until they can pass an alcohol test with a BAC of less than 0.02, or eight hours, whichever comes first. If the confirmed alcohol concentration is 0.04 or greater, the covered employee will be removed from safety sensitive duties and will be informed of education and rehabilitation programs and referred to the SAP as required in 49 CFR Part 40.**

E. COMPLIANCE WITH TESTING REQUIREMENTS - REFUSALS

All safety-sensitive employees will be subject to urine drug testing anytime while on duty and breath alcohol testing only just prior, during and just after the performance of safety-sensitive duties. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty immediately, informed of educational and rehabilitation programs available, and referred to a SAP.

Refusal to submit to urine drug testing and/or a breath alcohol test will be treated as having had a positive alcohol test result of 0.04 or greater and/or a positive drug test. The following behaviors constitute a test refusal:

1. **Verbal or written refusal to test is considered a positive test and will result in immediate removal from duty and referral to a SAP.**

2. **Refusal to sign Step #2 on the U.S.DOT Alcohol Breath Testing Form.**

3. **The inability to provide sufficient volume of urine sample or breath samples without a valid medical explanation.** A medical remediation of the medical condition will be required within a period of four hours. Failure to do so, or if remediation is not possible, the individual will be prohibited from performing safety sensitive functions until a medical remediation has been received by the agency by a physician providing written conclusion that the employee's inability to provide a urine or breath specimen has no medical cause.

4. **Conduct by employee, which prevents the completion of a required drug or alcohol test. Failure to cooperate with any part of the testing process.**

5. **Tampering with or attempting to adulterate the specimen or collection procedure.**

6. **Failure to arrive at the collection site at all or in a timely manner. Except in the case of pre-employment test.**

7. **Leaving the scene of an accident without a valid reason before the tests have been conducted or failure to remain readily available following an accident.**

8. **Failure to remain at the testing site until the testing process is complete.**

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

9. **Failure to provide a urine specimen.**

10. **Failure to allow a directly observed or monitored collection when circumstances mandate it.**

11. **Failure to take a second test the employer or collector has directed the employee to take.**

12. **Failure to undergo a medical examination or evaluation as directed by the MRO.**

13. **A verified adulterated or substituted test result is a refusal to test.**

14. **Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process.**

15. **Verbal or written refusal.**

16. **Failure to provide a urine sample.**

17. **Physical absence.**

18. **An inability to provide a sufficient urine specimen or breath sample without a valid medical explanation.**

19. **Failure to undergo a medical evaluation or an observed collection when required.**

20. **Obstructive behavior including tampering or attempting to adulterate the specimen.**

21. **Not reporting to the collection site in the time allotted (except in the case of pre-employment).**

22. **Not remaining at the collection site until the completion of the process.**

23. **Failure to permit monitoring or direct observation.**

24. **Failure to take a second test as directed by the collector or employer.**

25. **Having an adulterated or substituted test result verified by an MRO.**

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26. **Leaving the scene of an accident without a valid reason before post accident test have been completed. Failure to remain "readily available."**

27. **Employee behaves in a confrontational way that disrupts the collection process.**

28. **Employee fails to follow the observer's instructions to raise and lower their clothing and to turnaround to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process.**

29. **The employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process.**

30. **The employee refuses to wash his or her hands after being directed to do so.**

31. **Admit to the collector or MRO that you have adulterated or substituted the specimen.**

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

F. TREATMENT REQUIREMENTS

All employees are encouraged to make use of the available resources for treatment for illegal drug use problems and alcohol misuse. Under certain circumstances, the employee shall be required to undergo treatment for substance abuse or alcohol misuse and be referred to a treatment program. That resource is:

Dr. Julio Landero, MSW, LISAC
ABC Therapy Counseling Center
2601 Stockton Hill Road
Kingman, Arizona 86401
928-753-0409

The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. The employee may be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program upon approval from their supervisor. Any employee who refuses or fails to comply with the City of Kingman or Kingman Area Regional

Transit requirements for treatment, after-care, or return-to-duty shall be subject to disciplinary action, up to and including termination.

Employees who are allowed to re-enter the workforce must agree to a re-entry contract. The contract may include (but is not limited to):

1. A release to work statement from the Substance Abuse Professional.

2. A negative test for drugs and/or alcohol.

3. An arrangement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.

4. A statement of expected work-related behaviors.

5. An agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for discharge.

   An employee who tests .04 or greater, refuses a test, or tests positive for drugs will be subject to termination.

1.6 NOTIFYING THE TRANSIT SYSTEM OF A CRIMINAL DRUG CONVICTION

All employees are required to notify KART of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

1.7 PROPER APPLICATION OF THE POLICY

The Kingman Area Regional Transit ("KART") is dedicated to assuring the fair and equitable application of the substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regards to subordinates, shall be subject to disciplinary action, up to and including termination.

1.8 TESTING PROCEDURES

Analytical urine drug testing and breath testing for alcohol will be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure the highest degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved

by the U.S. Departments of Health and Human Services ("DHHS"). All testing will be conducted according to the procedures put forth in 49 CFR Part 40, as amended, including the use of a split specimen collection method. The employee shall be provided with written instructions prior to specimen collection for drug testing.

Observed Collections: Observed collections are required in the following circumstances:

1. **All return-to-duty tests (if second chance policy);**
2. **All follow-up tests (if second chance policy);**
3. **Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;**
4. **Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;**
5. **Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;**
6. **Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;**
7. **Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed;**
8. **The employee who is being observed will be required to raise his or her shirt, blouse, or dress/skit, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device.**

The safety-sensitive covered employee is entitled, upon written request, to obtain copies of his/her drug and alcohol testing records, provide information to dispute the results, and have access to any pertinent records such as equipment calibration records, laboratory certifications, etc.

1.9 DRUG TEST PROCEDURES

The drugs that will be tested for under FTA requirements include, marijuana, cocaine, opiates (codeine, heroin and morphine) amphetamines (amphetamine & methamphetamine) (MDMA, MDA, MDEA), Ecstasy, and phencyclidine ("PCP"). An initial drug screen, called an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry ("GC/MS") test will be performed. The test

will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

All laboratory results must be reviewed by a Certified MRO. The purpose of this review is to verify and validate test results. The laboratory shall report all results to the MRO in a confidential manner.

A qualified MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training and certification as an MRO to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

It is the responsibility of the MRO to protect the employee's privacy and the confidentiality of the testing program. It is also the responsibility of the MRO to maintain records on all negative test results for a minimum of one (1) year and all positive test results for a minimum of five (5) years unless there is pending litigation in which case the files must be retained. The MRO will meet the requirements and follow all procedures required by the Federal Regulations 49 CFR part 40.

1.10 ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration ("NHTSA") approved Evidential Breath Testing device ("EBT") operated by a certified, trained to proficiency Breath Alcohol Technician ("BAT"). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmation test will be given within a minimum of 15 minutes to a maximum of 20 minutes of the initial test. The safety sensitive employee being tested is to remain at the testing site and is forbidden to put anything in his/her mouth including water, candy, or smoke while waiting for the confirmation test to begin. A safety sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 is considered a non-negative test and the employee will immediately be removed from his/her safety sensitive duties for a minimum period of eight hours without pay**, or until a retest result in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test in violation of this policy and a violation of the requirements set forth in 49 CFR Parts 40 and 655 as amended for safety-sensitive employees. The violation will result in the removal of the employee from any safety sensitive duties and a referral to a SAP for assessment and evaluation. Alcohol testing will only be done just prior to, during or just after a safety-sensitive employee's shift.**

The BAT will transmit all results to the employer's designated representative in a confidential manner. In the event an individual must be removed from safety-sensitive duties, the BAT will notify the employer's representative immediately.

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

The inability to perform safety-sensitive duties due to an alcohol test result of 0.02 or greater but less than 0.04 will be considered an unexcused absence and subject to the disciplinary procedures, which includes removal from duty for eight hours without pay and referral to an SAP for treatment. In addition, a positive drug and/or alcohol test will result in disciplinary action, up to and including termination.

1.11 STATEMENT OF DRUG AND ALCOHOL TESTING INTEGRITY

The drug and alcohol testing for the presence of illegal drugs or alcohol misuse, will protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct covered employee. **This is accomplished by conducting all drug and alcohol testing in accordance with the procedures set forth in 49 CFR Parts 40 and 655 as amended. Part 40 of the Federal Transit Administration Rules and Regulations are on file in the Public Works Administration/Transit office.**

A. DRUG TESTING INTEGRITY

The integrity of the drug testing process is insured through, picture identification of the employee, Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed as well as certified by the honor, collection of Split Sample specimens that are sealed and initialed by the donor.

B. ALCOHOL TESTING INTEGRITY

The integrity of the alcohol testing process is insured by picture identification of the employee, use of an approved Evidential Breath Testing Device that meets the NHTSA standards for EBT's and displays and prints unique sequential numbers and is capable of producing three copies of the test result. A certified Breath Alcohol Technician administers the test. The BAT completes a Federal Breath Alcohol Testing form and insures that the donor signs it.

1.12 CONDITIONS FOR DRUG AND ALCOHOL TESTING

A. PRE-EMPLOYMENT/PRE-DUTY TESTING

All safety-sensitive transit position applicants shall undergo urine drug testing immediately following the offer of employment into a safety-sensitive position or before transferring into a safety-sensitive position. This will be at

the direction of the City's Human Resources Department or authorized representative. **Receipt by the City of Kingman of a negative drug test result is a condition of employment and required prior to employment or transfer to a safety-sensitive position. An applicant who has previously failed/refused a drug or alcohol test must show proof of fulfilling the SAP return to duty process.**

The FTA requires a drug test for the five prohibited drugs, which are marijuana, amphetamines (amphetamine & methamphetamine), opiates (codeine, heroin & morphine), phencyclidine (PCP), Ecstasy and cocaine (MDMA, MDA, MDEA). Under the authority of the City of Kingman, applicants will be tested for **alcohol in accordance with the FTA Regulation 49 CFR Part 40** procedures and may be tested for additional drugs under the City's authority.

Any safety-sensitive employee of Transit who has been off work for more than six months (e.g. illness, workman's compensation, etc.) shall also be tested prior to resuming their safety-sensitive duties or **if a safety-sensitive employees returns to safety-sensitive duties that has been off for more than 90 days and has not remained in the random pool, must pass a pre-employment test before resuming duties.**

If otherwise qualified, an individual with permanent or long term disability that directly renders them unable to provide an adequate urine specimen will be able to perform safety sensitive duties despite their inability to provide urine during a pre-employment test. The MRO will determine long-term inability to provide urine by medical examination and consultation with the employee's physician.

B. REASONABLE SUSPICION TESTING

All safety-sensitive employees may be subject reasonable suspicion testing consisting of both a urine drug and/or breath alcohol testing when there are specific, observed, articulable evidence observed by a supervisor trained in detecting drug and alcohol symptoms or there are reasons to believe that drug or alcohol use is adversely affecting job performance. The criteria for a reasonable suspicion test must be based on contemporaneous, articulable observations concerning appearance, speech or body odor of the safety sensitive employee. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with symptoms of substance abuse and alcohol misuse.

A referral for testing is <u>not an accusation</u>, but rather a means to obtain objective data to determine whether or not the employee is under the influence of a

prohibited substance or alcohol. Examples of signs for reasonable suspicion referrals could include, but are not limited to the following:

1. **Physical signs and symptoms consistent with prohibited substance use.**

2. **Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol on transit property or while on duty.**

3. Occurrence of a serious or potentially serious non-vehicle accident that may have been caused by prohibited substance abuse or alcohol misuse.

4. Fights (defined as physical contact), and/or assaults or flagrant disregard of other appropriate operating procedures.

Reasonable suspicion referrals must be made only by a supervisor trained to detect the signs and symptoms of drug and alcohol misuse and who reasonably concludes that an employee may be unfit to perform his/her duties and can articulate and substantiate (document) physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech or body orders of the safety-sensitive covered employee. This includes referrals for subordinate employees, other supervisors/managers covered by the policy. **A supervisor making the decision to reasonable suspicion may not act as the BAT or STT for that test.**

Once the decision to reasonable suspicion test is made, the employee will be removed from safety-sensitive duties until the test results are received. The employee will be escorted to the collection site by the supervisor or authorized City of Kingman representatives.

C. POST-ACCIDENT TESTING

Any safety-sensitive driver or safety-sensitive employee in the vehicle at the time of the accident will be required to undergo drug and alcohol testing if they are involved in a vehicle accident with a City of Kingman, Kingman Area Regional Transit vehicle regardless of whether or not the vehicle is in revenue service at the time of the accident. Because the City of Kingman maintains its own vehicles, mechanics are also subject to testing after an accident if the vehicle just came out of maintenance and/or it is determined that the mechanic(s) could have contributed to the accident through a failure to perform a procedure or perform the procedure correctly. Testing will be mandatory under the following conditions:

1. **Where there is loss of life.**

2. **Non-Fatal Accidents:**

   a. **when an accident in which an individual suffers a bodily injury and immediately receives medical attention away from the accident site and is transported to a medical facility.**

   b. **when a vehicle incurs disabling damage as a result of the accident that requires it to be towed, or if to move the vehicle causes more damage than if towed.**

3. **If the mass-transit vehicle is a rubber-tire vehicle, any of the involved vehicles is disabled and towed away; or in the case where the mass transit vehicle is a rail vehicle or vessel and the mass transit vehicle is removed from service.**

4. **When there is a fatality, all surviving covered employees operating the mass transit vehicle at the time of the accident must be tested. Additionally, all other covered employees whose performance could have contributed to the accident (i.e. maintenance personnel, mechanics, dispatchers, etc.) must be tested.**

5. **Following an accident, the driver and other appropriate employees in safety-sensitive positions that could have contributed to the accident will be tested as soon as possible within two hours of the accident, but not to exceed eight hours for the alcohol test and 32 hours for the drug testing. Any safety-sensitive employee involved in the accident cannot use alcohol for eight hours following the accident or until he/she has undergone a post accident test. Any covered employee who leaves the scene of the accident without a justifiable reason prior to submission to drug and alcohol testing will be considered to have refused the test and therefore the tests will be considered positive. The employee is then subject to the consequences of positive tests, immediate removal from safety-sensitive duties and referral to a SAP** and discipline up to and including termination **as stated in this policy. Justifiable reasons are as follows:**

   a. **To be treated for an injury; when directed by law enforcement personnel;**

   b. **To secure emergency response personnel assistance at the accident scene.**

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 40, as amended and 655. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the transit system.

If blood, urine, or breath alcohol testing is conducted by Federal, State or local officials it shall be considered to meet the requirements of post accident testing provided such tests conforms to the applicable Federal, State or local testing requirements, and that the test results are obtained by the City of Kingman.

D. RANDOM TESTING

1. **Employees in safety-sensitive positions will be subject to unannounced, unpredictable testing of randomly selected covered employees testing. The selection of the safety-sensitive employees for random testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is mapped to the safety-sensitive employee's social security number. The random selection method ensures that each covered employee will have an <u>equal</u> chance of being selected each time selections are made. Currently the random testing rates set by the FTA are twenty-five percent (25%) of the covered random pool will be tested annually for drugs and ten percent (10%) of the covered pool will be tested annually for alcohol testing.**

2. **A covered employee could be selected for only a drug test, an alcohol test, or for both at any selection time. The random tests will be unannounced monthly, starting in January and be spread reasonably throughout the calendar year and may be conducted on all days and hours during which transit service is in operation.**

3. **Random selection for the Kingman Area Regional Transit is being performed by Southwest Laboratories. An employee will be notified prior to performing duties, during the performance of his/her duties, or immediately after the completion of those duties. The employee must report to a collection site as directed by the agency immediately upon notification. Failure to report to the testing site within the designated time allotted will constitute a refusal to test and therefore will result in the test results being considered positive. In the event an employee, who is selected for a random alcohol or controlled substance test, is on a vacation which extends beyond the selection period or an extended medical absence, the City will ask that another employee be drawn in his/her place.**

4. **<u>There is no discretion on the part of management or operations in the selection and notification of individuals for testing.</u>**

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E. RETURN TO DUTY TESTING

A safety-sensitive employee, who refused a test or received a positive test, may only return to duty if the City of Kingman, Kingman Area Regional Transit has a second chance policy and after evaluation by a SAP. The SAP must determine that the employee followed the recommendations of the SAP, including participation in any qualified rehabilitation program and the employee must have a verified negative return to duty drug and/or alcohol test, when the SAP determines it is appropriate, prior to returning to safety-sensitive duties.

F. FOLLOW-UP TESTING

If a safety-sensitive employee passes the Return to Duty Testing, follow up testing for the safety-sensitive employee will be subjected to unannounced random follow-up testing for at least 12 months, but not more than 60 months with a minimum of 6 tests being done during the first 12 months. The SAP will determine the frequency and duration of the follow-up testing. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their name comes up for random testing, even if this means being tested twice in the same day, week or month.

1.13 RECORD KEEPING AND CONFIDENTIALITY

A. Employer

The employer must maintain records on program administration and test results of individuals for whom they have testing responsibility. City of Kingman will maintain the records as mandated by 49 CFR parts 40. Drug testing records will be kept in a secure location with controlled access. Drug and alcohol test results may be released only under the specific circumstances.

The FTA requires that transit agencies file an annual report summarizing test results.

B. SAMHSA Certified Laboratory

1. **The laboratory shall maintain the results and documentation according to the timetable set in the Federal Regulations.**

2. **The laboratory must also provide the employer with periodic summary reports.**

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1.14 TRAINING FOR SAFETY SENSITIVE EMPLOYEES AND SUPERVISORS

A. All safety-sensitive employees shall receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment, and the signs and symptoms, which may indicate prohibited drug use. Additionally, this training contains information on the effects of alcohol misuse on an individual's health, work and personal life.

B. Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and that supervisors designated to determine whether reasonable suspicion exists to require a covered employee to under go alcohol testing receive at least 60 minutes of training on the physical behavioral, speech and performance indicators of probable alcohol misuse.

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1.15 AUTHORIZED SIGNATURE

This policy was adopted by the Transit Advisory Commission on the 13th day of February, 2008, and the Common Council of the City of Kingman on the 19th day of February, 2008.

The Common Council has assigned Human Resources/Risk Manager to manage its drug and alcohol program. All test results and the Human Resources/Risk Director in accordance with 49 CFR will maintain records in the strictest confidence Parts 40 and 655 as amended.

_____
Signature of Authorized Person

Jackie Walker
Name

Human Resources/Risk Management Director
Title

April 20, 2011
Date

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1.15 SYSTEM CONTACTS

A. Program Manager or their successor:

Name: Jackie Walker
Title: Human Resources/Risk Director
Address: 310 North Fourth Street, Kingman, AZ 86401
Telephone: 928-753-8107

B. Medical Review Officer (MRO) Services or their successor:

Name: Thomas A. McGerty, DO, PT
Address: 1739 Beverly Avenue, Kingman, AZ 86401
Telephone: 928-757-0613

C. Substance Abuse Professional (SAP) or their successor:

Name: Dr. Julio Landero, MSW, LISAC - ABC Therapy Counseling Center
Address: 2601 Stockton Hill Road, Kingman, AZ 86401
Telephone: 928-759-0409

D. DHHS Certified Laboratory or their successor:

Name: Southwest Laboratories
Address: 4645 E. Cotton Center Blvd., Bldg., #3, Suite 177
Phoenix, AZ 85040
Telephone: 602-438-8507

E. Collection Site or their successor:

Name: Kingman Regional Medical Center
Occupational Health Services
Address: 1739 Beverly Ave., Kingman, AZ 86401
Telephone: 928-757-0614 (Candice Huerta, RN Clinic Director)

F. **Substance Abuse Assistance**:

The toll-free number for Substance Abuse Assistance is:

MOHAVE COUNTY:

NARB 928 774 5665

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1.17 EMPLOYEE RECEIPT OF KINGMAN AREA REGIONAL TRANSIT (KART) DRUG TESTING AND SUBSTANCE ABUSE POLICY

Return this completed form to your immediate supervisor

Print Employee Name: _____

I acknowledge that my position and the requirements of this policy fall under **49 CFR Parts 40, as amended, and 655** and that my position is described as a ***safety sensitive position***.

I have received, read and understand The KART Substance Abuse Policy.

I understand that as a safety sensitive employee for the Kingman Area Regional Transit (KART) and as an employee for the City of Kingman that I am required to meet the KART Substance Abuse Policy and the City of Kingman City Rules & Regulations Substance Abuse & Dependency Policy.

I understand that violation of either of these Policies may be grounds for immediate termination of my employment.

Employee Signature: _____

Date Signed: _____

* Revised and adopted by Common Council on this 4th day of May 2011.

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CIVIL RIGHTS

All recipients of FTA assistance are responsible for compliance with all Civil Rights requirements, including 49 US 5332 (non discrimination), Title VI of the Civil Rights act of 1964, Equal Employment Opportunity (EEO), Section 504 of the Rehabilitation Act of 1973, ADA, Disadvantage Business Enterprise (DBE) program requirements, and Limited English Proficient (LEP). Recipients also agree to include these assurances and policies in each subcontract financed in whole or in part with Federal funds provided by FTA.

Civil Rights Complaints

1. No Has there been any civil rights related complaints, lawsuits, allegations, or legal actions filed against your agency in the last two years?

   1.a. If yes, briefly explain the nature of the complaint(s), as well as how and when they were rectified.

   1.b. Attach a copy of your Title VI Nondiscrimination complaint process.

   https://egrants.azdot.gov/_Upload/6132-ComplaintProcess.doc

   1.c. Attach a copy of your Title VI complaint form.

   https://egrants.azdot.gov/_Upload/6132-TitleVIComplaintForm.doc

Title VI: Non Discrimination

2. Yes Does your agency have a Title VI policy?

   2a. Attach a copy of your Title VI policy.
   https://egrants.azdot.gov/_Upload/6132-TitleVIPolicy.doc

3. Yes Does your agency clearly display a non-discrimination (Title VI) public notice / poster advising the public of their rights under Title VI and the process for filing a complaint?

   3.a. Attach a copy of your public notice / poster
   https://egrants.azdot.gov/_Upload/6132-TitleVIComplaintsPosting.doc

   3b. Identify the name, phone number, and email address of the Title VI coordinator?

   Sheri Furr
   (928) 692-3103
   sfurr@cityofkingman.gov

Equal Employment Opportunity (EEO)

CIVIL RIGHTS

4. Yes Does your agency have an Equal Opportunity Employment (EEO) policy?

4a. Attach a copy of your EEO policy.
https://egrants.azdot.gov/_Upload/6132-EEOPolicy.doc

4b. Attach a copy of your EEO public notice document.
https://egrants.azdot.gov/_Upload/6132-COKEmployment-ImportantInformation.pdf

4c. Identify the name, phone number, and email address of the EEO coordinator?

Name
Jackie Walker

Phone
(928) 753-8107

Email Address
jwalker@cityofkingman.gov

4d. Yes Does your agency include an EEO statement in all job announcements?

4e. Yes Does your agency post EEO information in places where employees congregate?

Limited English Proficiency (LEP)

5. Yes Does your agency have a policy, in compliance with Federal Executive Order 13166, to ensure persons with Limited English Proficiency (LEP) needs can access your services?

5a. Attach a copy of your LEP policy.
https://egrants.azdot.gov/_Upload/6132-LEPPolicy.doc

5b. Attach a copy of your LEP public notice document, if it is different than your Title VI notification.
https://egrants.azdot.gov/_Upload/6132-TitleVIComplaintsPosting.doc

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

6.a. If yes, please Attach a copy of your LEP Plan.
https://egrants.azdot.gov/_Upload/6132-LEPPlan.doc

Disadvantaged Business Enterprise (DBE)

7. Yes During the past four (4) years, has your agency received or are you applying for FTA funds other than rolling stock- including Mobility Management, and/or Operating funding from ADOT?

CIVIL RIGHTS

8. Yes Does your agency contract out or plan to contract out or procure services using ADOT awarded funds including operating or mobility management funds or have other outside service contracts using federal funds, other than vehicle purchases?

If No, skip to ADA Section below.

8a. Yes If yes, does your agency report these contracted services and vendors through the AZ LPA Contract Management System at http://arizonalpa.dbesystem.com at the time of submitting the reimbursement request to ADOT?

9. Have you adopted or do you agree to adopt ADOT's DBE plan? ADOT FTA DBE Plan

9a. If no, does your agency have an approved FTA Disadvantaged Business Enterprise (DBE) program plan?

10. If yes, Attach a copy of your DBE program plan.

11. Please describe the methods your agency uses to include or recruit certified DBE's for contracting opportunities (services and vendors).

The Public Transit Superintendent utilizes azdbe.org to search for possible vendors when performing cost comparisons prior to making purchases. In addition, KART will notify ADOT Civil Rights Office to provide information regarding any proposed contracting opportunities and seek assistance from ADOT in locating and contracting with DBE's. KART has and will continue to attend DBE training sessions offered by ADOT. Information on how to become a recognized DBE is provided to current vendors that may be eligible.

Americans with Disabilities Act (ADA)

12. Yes Does your agency have an Americans with Disabilities Act (ADA) policy?

12a. Attach a copy of your ADA policy.
https://egrants.azdot.gov/_Upload/6132-ADATransportationPolicy.doc

13. Yes FTA requires that if your agency has any non-ADA accessible vehicles in your fleet, your agency must be able to provide "equivalent service" through some other means, such as sufficient other accessible vehicles or a written agreement with another provider in your service area to provide a lift-equipped vehicle when needed. Does your agency have at least one fully operable wheelchair accessible vehicle meeting ADA standards, with available qualified driver(s), for each of your primary service areas?

13a. If no, please explain if and how your agency maintains equivalent service for persons with disabilities if service is requested and an accessible vehicle is needed to provide service?

CIVIL RIGHTS

13b. Yes Does your agency have a "back up" plan to provide equivalent service should the only accessible vehicle(s) or available driver(s) be rendered out-of-service for more than a few days.

14. Yes Is information on your service provided in accessible formats if requested?

14a. If yes, explain how both a hearing impaired person and a visually impaired person would request a ride on your service?

A hearing impaired person may request service through TDD, e-mail or in person.

A visually impaired person may request service via telephone or in person.

15. No Has your agency ever turned down a request for transportation from a person with a disability?

15a. If yes, explain the circumstances surrounding the incident(s) and why the request(s) was denied?

16. No Is your turndown rate higher for people than for non-disabled?

17. Yes Are inspections of ADA equipment including lifts, ramps, securement devices, signage, and communication systems, part of your agency's pre-trip and post-trip inspection checklists?

17a. If yes, when equipment failures or deficiencies are found during these inspections, what is your agency's policies and procedures to immediately address the problem?

The affected vehicle is immediately removed from service until repairs are completed. A spare vehicle is used in its place. All repairs to wheelchair lifts are completed by certified trained mechanics at the City of Kingman Public Works Facility. KART has a sufficient number of accessible vehicles in its fleet to ensure that there will always be an accessible vehicle available.

17b. If no, explain how these items of equipment are being checked on a regular basis to ensure safe and reliable use?

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

18a. Yes Lift vehicle availability?

CIVIL RIGHTS

18b. Yes Maintenance of accessible features on vehicle(s)?

18c. Yes Adequate time for vehicle boarding and disembarking?

18d. Yes Use of portable oxygen/respirator equipment

18e. Yes Service animals allowed?

18f. Yes Training (wheelchair securement, sensitivity to passengers, etc)?

Drug/Alcohol Free Workplace & Safe Environment

19. Yes Does your agency have a Drug / Alcohol Free Workplace & Safe Environment Policy?

20. Attach a copy of your policy.
https://egrants.azdot.gov/_Upload/6132-KARTSubstanceAbusePolicyChapter16April2011.doc

20a. If no, please provide the date your agency will be approving a Drug / Alcohol Free Workplace & Safe Environment policy.

Kingman Area Regional Transit

COMPLAINT PROCESS FOR KART

Purpose: To promote improved customer and vendor relations

Complaints are initiated either by:

- Mailing written complaint to the KART office at 3700 E. Andy Devine Ave., Kingman, AZ 86401
- Compliment/Complaint forms are located on each bus and can be either placed in the fare box or mailed to the above address
- Email – kart@cityofkingman.gov
- Telephone the KART office at (928) 681-7433
- In person at address shown above

To ensure that KART is able to investigate complaints, they should be submitted as early as possible from the time of the allegation to be afforded the procedural steps described in this policy. If not received in a reasonable amount of time, some complaints may not afford the complainant with all of the steps and protocol described herein.

All complaints must be completed in writing either by the complainant or their representative or by the appropriate KART personnel. Telephone complaints will be reduced to writing by the individual taking the call.

All complaints are investigated by the Public Transit Superintendent.

All complaints are entered into a computerized system by either the KART dispatcher or Public Transit Superintendent for reporting purposes.

If the complainant or their representative requests a written response to their complaint, one will be sent within ten business days of receiving the complaint.

If the complainant or their representative does not agree with the response, they may contact the Director of Public Works to request a further investigation.

If the complainant or their representative does not agree with the response from the Director of Public Works, they may appeal to the City Manager, located at the City Complex Building, 310 N. 4th Street, Kingman, AZ 86401, for a final decision.

Upon receiving the complaint or grievance, the City Manager, or designated representative, should discuss the matter with the complainant and the Department Director. The City Manager may designate a fact-finding committee to advise

appropriate action or direction concerning the complaint or grievance. A decision shall be rendered in writing within twenty calendar days.

Failure of the complainant to take further action within ten calendar days after receipt of any decision will constitute a waiver of any further action.

Decisions of the City Manager are final and are not subject to the appeal process.

Employees should use the policy in the City of Kingman Personnel Rules & Regulations.

TITLE VI COMPLAINTS

Kingman Area Regional Transit (and its subcontractors, if any) complies with Title VI of the Civil Rights Act of 1964. The level and quality of transportation service will be provided without regard to race, color, national origin, age, sex or disability.

Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI may, by him/herself or by a representative, file a written complaint with the ADOT Civil Rights Office or the Federal Transit Administration (FTA). If the complaint is filed against Kingman Area Regional Transit, the Transit Superintendent is required to forward the complaint to the ADOT Civil Rights Office. All complaints will be promptly investigated by the ADOT Civil Rights Office or the FTA.

ADOT Contact information:

ADOT Civil Rights Office
1135 N. 22nd Ave.
2nd Floor Mail Drop 154A,
Phoenix, AZ 85009
(602) 712-7761

For more information on the Kingman Area Regional Transit civil rights program or to file a complaint contact:

Sheri Furr
Public Transit Superintendent
Kingman Area Regional Transit (KART)
3700 E. Andy Devine Ave.
Kingman, AZ 86401
(928) 692-3103
sfurr@cityofkingman.gov

Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know. You may contact Kingman Area Regional Transit, Superintendent, Sheri Furr by phone at (928) 692-3103, by e-mail at sfurr@cityofkingman.gov or in person at 3700 E. Andy Devine Ave., Kingman, AZ 86401.

1. Complainants' Name _____
2. Street Address _____
3. City, State and Zip Code _____
4. Telephone Number (home) _____ business_____
   Cell _____
5. Person discriminated against (if someone other than the complainant)
   Name_____
   Address_____
   City, State and Zip Code_____

6. Which of the following best describes the reason you believe the Discrimination took place? Was it because of your: (check reason)
   a. Race/Color_____ c. Age_____
   b. National Origin_____ d. Disability_____

7. What date did the alleged discrimination take place and the location? Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.
   _____
   _____
   _____
   _____
   _____

8. Have you filed this complaint with any other federal, state, or local agency; or With any federal or state court?_____ Yes _____ No
   If yes, check all that apply:
   ___ Federal Agency _____ Federal Court _____State Agency
   ___ State court _____ Local Agency

9. Please provide information about a contact person at the agency/court where The complaint was filed.
   Name_____
   Address_____
   City, State and Zip Code_____
   Telephone Number_____

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

_____ _____
Complainant's Signature Date

Kingman Area Regional Transit

TITLE VI COMPLAINTS
CIVIL RIGHTS COMPLIANCE POSTING

Kingman Area Regional Transit *(and its subcontractors, if any)* complies with Title VI of the Civil Rights Act of 1964. The level and quality of transportation service will be provided without regard to race, color, national origin, age, sex or disability.

Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI may, by him/herself or by a representative, file a written complaint with the ADOT Civil Rights Office or the Federal Transit Administration (FTA). If the complaint is filed against Kingman Area Regional Transit, the Transit Superintendent is required to forward the complaint to the ADOT Civil Rights Office. All complaints will be promptly investigated by the ADOT Civil Rights Office or the FTA.

Kingman Area Regional Transit *(y sus subcontratistas, si cualquiera)* asegura complimiento con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, pais de origen, sexo, edad o discapacidad.

Cualquier persona que crea que él/ella o cualquier clase específica de personas ha sido sujeto a discriminación prohibida por el Título VI puede, por él/ella misma o por un representante, presentar una queja por escrito con la Oficina de Derechos Civiles de ADOT o con la Administración Federal de Tránsito (FTA). Si la queja es contra la Kingman Area Regional Transit, el Director de Tránsito es requerido enviar la queja a la Oficina de Derechos Civiles de ADOT. Todas las quejas serán investigadas inmediatamente por la Oficina de Derechos Civiles de ADOT o FTA.

Contact information for the **ADOT Civil Rights Office:**

Informacion de contacto de la **Oficina de Derechos Civiles de ADOT**:

1135 N. 22nd Ave., 2nd Floor Mail Drop 154A, Phoenix, AZ 85009, (602) 712-7761

For more information on the Kingman Area Regional Transit civil rights program or to file a complaint contact:

Para mas información sobre el programa de derechos civiles de Kingman Area Regional Transit o para presenter una queja pongase en contacto con:

Sheri Furr
Public Transit Superintendent
Kingman Area Regional Transit (KART)
3700 E. Andy Devine Ave.
Kingman, AZ 86401
(928) 692-3103

The Americans with Disabilities Act of 1990 (ADA) protects persons with mental or physical disabilities from discrimination in connection with the provision of transportation service… Wheelchair accessible vehicles will be available and will be operated in compliance with the ADA.

Kingman Area Regional Transit

TITLE VI: NON-DISCRIMINATION POLICY

It is the policy of Kingman Area Regional Transit (KART) to ensure that no person shall on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any KART sponsored program or activity. There is no distinction between the sources of funding.

KART also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. If problems are found, those problems will be corrected as quickly as possible but will not take longer than 90 days. Additionally, KART will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

Kingman Area Regional Transit

EQUAL EMPLOYMENT OPPORTNITY (EEO) POLICY

It is the policy of the City of Kingman AND Kingman Area Regional Transit (KART) to consider all qualified applicants for available positions without regard to race, color, gender, sexual orientation, religion, age, national origin, disability or veteran status. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.

The City of Kingman is committed to the EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY and as such will:

- Recruit, hire, upgrade, train and promote in all job classifications without regard to race, color, gender, sexual orientation, religion, age, national origin, disability or veteran status;

- Base employment decisions on the principles of Equal Employment Opportunity;

- Ensure that all other personnel actions such as compensation, benefits, City sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to race, color, gender, sexual orientation, religion, age, national origin, disability or veteran status;

- Take Affirmative Action to ensure that minority group individuals, women, veterans of the Vietnam era, qualified persons with a disability and disabled veterans are not excluded from the workforce and that these employees are encouraged to aspire for promotion and are considered as promotional opportunities arise;

- Ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity or opposed any act or practice made unlawful.

Kingman Area Regional Transit

LIMITED ENGLISH PROFICIENCY (LEP) POLICY

It is the policy of Kingman Area Regional Transit (KART) to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. KART will, to the maximum extent feasible in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided, if requested.

Executive Order 13166

Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," was created to "... improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)..." President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001, by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. Federal agencies were directed to provide guidance and technical assistance to recipients of Federal funds as to how they can provide meaningful access to limited English proficient users of Federal programs. In addition, Federal agencies were told to look at how they served people who were limited in their English proficiency and to see what measures they could take in their direct contacts with LEP individuals that would increase meaningful access. In addition, a Federal Interagency Workgroup on Limited English Proficiency (Workgroup) was formed to coordinate guidance and technical assistance effort throughout the Federal Government in support of EO 13166. One of the Workgroup's first accomplishments was the creation of a Federal web site (http://www.lep.gov). The site is a work in progress and is designed to be a one-stop referral shop for recipients, Federal agencies and communities in the quest for LEP information and technical assistance. It is through the coordinated efforts of the Workgroup that this planning and self-assessment tool has been created.

Title VI

The basis for EO 13166 is Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, (hereinafter Title VI), which provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Section 602 authorizes and directs federal agencies that are empowered to extend federal financial assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1.

The Supreme Court, in *Lau* v. *Nichols*, 414 U.S. 563 (1974), affirmed then Department of Health, Education, and Welfare (HEW) policy (in line with HEW's Title VI regulation which is similar to that of DOJ, 45 CFR 80.3(b)(2)), stating that a recipient's failure to ensure meaningful opportunity to national origin minority, limited-English proficient persons to participate in the Federally funded program violates Title VI and Title VI regulations. In the *Lau* case, a San Francisco school district that had a significant number of non-English speaking students of Chinese origin was required to take reasonable affirmative steps to provide them with a meaningful opportunity to participate in the federally funded education program. The requirement to provide meaningful access under Title VI applies beyond the education context to include all of the programs and activities of all recipients of federal financial assistance.

Kingman Area Regional Transit

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address Kingman Area Regional Transit (KART) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, Federal Transit Administration Circular 4702.1B, which states that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds.

Plan Summary

KART has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by KART. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available. In order to prepare this plan, KART undertook the U.S. Department of Transportation (U.S. DOT) four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a KART program, activity or service.

2. The frequency with which LEP persons come in contact with KART programs, activities or services.

3. The nature and importance of programs, activities or services provided by KART to the LEP population.

4. The resources available to KART and overall cost to provide LEP assistance.

A summary of the results of the KART four-factor analysis is in the following section.

Four-Factor Analysis

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a KART program, activity or service.

LANGUAGE SPOKEN AT HOME

Kingman City Limits		
Population 5 years and over	18,438	100.0%
English only	16,834	91.3%
Language other than English	1,604	8.7%
Speak English less than "very well"	437	2.4%
Spanish	888	4.8%
Speak English less than "very well"	235	1.3%
Other Indo-European languages	527	2.9%
Speak English less than "very well"	124	0.7%
Asian and Pacific Island languages	33	0.2%
Speak English less than "very well"	0	0.0%

Source: http://factfinder2.census.gov

Unincorporated Greater Kingman/Butler Area		
Population 5 years and over	14,162	100.0%
English only	13,111	92.6%
Language other than English	1,051	7.4%
Speak English less than "very well"	285	2.0%
Spanish	803	5.7%
Speak English less than "very well"	185	1.3%
Other Indo-European languages	112	0.8%
Speak English less than "very well"	35	0.2%
Asian and Pacific Island languages	66	0.5%
Speak English less than "very well"	0	0.0%

Most people in the KART service area are proficient in the English language. At this time, no group represents a significant percentage of the City of Kingman or Greater Kingman/Butler Area population.

Based on 2010 Census for the City of Kingman, 95.4% of the population speak only English or speak another language but speak English "very well". Only 4.6% of the population is not proficient in English.

Based on 2010 Census for the Greater Kingman/Butler Area, 96.5% of the population speak only English or speak another language but speak English "very well". Only 3.5% of the population is not proficient in English.

2. The frequency with which LEP persons come in contact with KART programs, activities or services.

KART assessed the frequency with which staff and drivers have, or could have, contact with LEP persons. To date, KART has not had any record of LEP clients or requests to have information provided in any other language. Because of the small size of the LEP population, LEP involvement currently is infrequent and unpredictable.

3. The nature and importance of programs, activities or services provided by KART to the LEP population.

The largest geographic concentration of LEP individuals in the KART service area are Spanish speaking. Services provided by KART that are most likely to encounter LEP individuals are along the fixed route. It is also possible that KART will encounter LEP individuals at the KART office where Curb-to-Curb trips are scheduled and passes are sold.

4. The resources available to KART and overall cost to provide LEP assistance.

In the event that a translator is needed, KART would seek assistance from other City of Kingman employees who may be able to translate. If there are no individuals available to assist, translation efforts may be sought online. Costs vary, depending on the extent that translation services are needed. There are many simple tools available online at no charge. Professional translation services appear to begin at a minimum charge of $95 to $250 per page for written translation. In the past, ADOT has provided services to translate rider's guides at no charge to its grant recipients. KART has utilized such services to translate its rider's guide.

How KART staff may identify a person who needs language assistance

1. Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone to determine whether language assistance might be needed at future events or meetings.

2. Have staff person greet participants as they arrive to KART sponsored events. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English.

3. Have Census Bureau Language Identification Flashcards available at KART meetings. This will assist KART in identifying language assistance needs for future events and meetings.

4. Have Census Bureau Language and Identification Flashcards on all transit vehicles to assist vehicle operators in identifying specific language assistance needs of passengers.

5. If LEP individuals are encountered, vehicle operators will be instructed to try to obtain information to give to KART management for follow-up.

Language Assistance Measures

KART has language assistance measures available to LEP persons. KART Rider's Guides are printed in both English and Spanish. There are also various ways in which KART staff is able to respond to LEP persons, whether in person, by telephone or in writing.

- Network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on KART programs and services
- When an interpreter is needed for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service
- The KART LEP Policy is posted inside each transit vehicle and the LEP Policy and Plan are posted online at www.cityofkingman.gov.

Staff Training

The following training will be provided to KART staff:

1. Information on the KART Title VI Procedures and LEP responsibilities
2. Description of language assistance services offered to the public
3. Documentation of language assistance requests
4. How to handle a potential Title VI/LEP complaint

Outreach Techniques

When staff prepares a document for which the target audience is expected to include LEP individuals, the documents will be printed in an alternative language based on the known LEP population. Interpreters will be available as needed.

Monitoring and Updating the LEP Plan

KART will update the LEP Plan as required by U.S. DOT. At minimum, the plan will be reviewed and updated when data from the newest U.S. Census is available, or when it is

clear that higher concentrations of LEP individuals are present in the KART service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether KART financial resources are sufficient to fund language assistance resources needed
- Determine whether KART has fully complied with the goals of this LEP Plan
- Determine whether complaints have been received concerning KART failure to meet the needs of LEP individuals

Dissemination of the KART LEP Plan

A link to the KART LEP Plan and the Title VI Procedures is included on the KART website at www.cityofkingman.gov.

Any person or agency with internet access will be able to access and download the plan from the KART website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which KART will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to:

Sheri Furr, Public Transit Superintendent
Kingman Area Regional Transit
3700 E. Andy Devine Ave.
Kingman, AZ 86401
Phone: (928) 692-3103
Fax: (928) 692-3120
Email: sfurr@cityofkingman.gov

Kingman Area Regional Transit

We'll KART you around!

ADA TRANSPORTATION POLICIES

It is the policy of the Kingman Area Regional Transit (KART) to abide by all provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, including but not limited to those stated below, in all activities, operations and relationships with—and accommodations of—employees, client-customers, and the general public.

The Americans with Disabilities Act of 1990 (ADA) requires that persons with disabilities receive the same level of service from transportation 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 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.

Specific transportation provisions of the Americans with Disabilities Act (ADA), as amended, include but are not limited to the following requirements:

Lift vehicle availability: As required by the Americans with Disabilities Act (ACA), KART has a sufficient number of wheelchair accessible vehicles in our fleet to ensure that persons needing a wheelchair have equivalent access to our transportation services as ambulatory persons.

Maintenance of Accessible Features on Vehicles: As required by the Americans with Disabilities Act (ADA), the accessible features on our vehicles are maintained to a high level, so that persons needing these features receive equivalent service to persons not needing those features.

Adequate time for Vehicle Boarding and Disembarking: As required by the Americans with Disabilities Act (ADA), KART provides adequate time for boarding and disembarking our vehicles for persons with disabilities.

Use of Portable Oxygen/Respirator Equipment: As required by the Americans with Disabilities Act (ADA), persons using our transportation service may bring respirator, portable oxygen, and/or other life support equipment on board our vehicles, as long as they do not violate the law or rules relating to the transportation of hazardous materials. All equipment must be small enough to fit into our vans safely and without obstructing the aisle and/or block emergency exits.

Service Animals: As required by the Americans with Disabilities Act (ADA), any guide dog, signal dogs, or other animal individually trained to work or perform tasks for the benefit of an individual with a disabilities, including but not limited to, guiding individuals with impaired vision or alerting individuals with impaired hearing, are accepted on our vehicles. All service animals must be kept under the control of their owner at all times and abide by local animal safety regulations. If the animal acts out of control or causes a major disturbance to the environment (e.b., howling), the animal may be removed from the bus and turned over to the local animal control officials, if appropriate.

Training in Wheelchair Securement, Sensitivity to Passengers: As required by the Americans with Disabilities Act (ADA), KART transit operators (drivers) are trained to proficiency in the use of wheelchair equipment on board our vehicles and in passenger sensitivity. This training is provided by a "Certified Trainer" in Passenger Assistance Safety and Security (P.A.S.S.) training prior to being released to drive for KART.

Contact Sheri Furr, Public Transit Superintendent, at (928) 692-3103 or at sfurr@cityofkingman.gov. Or you may contact Sydney Muhle, City Clerk for the City of Kingman, at smuhle@cityofkingman.gov (928) 753-8335.

ATTORNEY DETERMINATION FOR GRANT AGREEMENT

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND

City of Kingman

E-Grant Application Number: 5311-2014-City of Kingman-00031

I have reviewed this Grant Agreement BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and City of Kingman and declare this Agreement to be in proper form and within the powers and authority granted to the City of Kingman 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 7th day of April, 2014

Attorney for the City of Kingman

Note: This page is mandatory for any public agency. If you are not a public agency, at your option, you may write "Acknowledged and Waived" above an authorized signatory's signature. It is recommended that you have an attorney review the document even if not mandatory.

SIGNATURE PAGE FOR GRANT AGREEMENT

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND

City of Kingman

E-Grant Application Number: 5311-2014-City of Kingman-00031

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

City of Kingman

By _____

Signatory Name(Printed):

John Dougherty

Signatory Title(Printed):
City Manager

Date Signed: 4/8/14

STATE OF ARIZONA
Arizona Department of Transportation

By _____

Joseph S. Omer
Division Director
Multimodal Planning Division

Date Signed: _____

Agreement Number/CAR Number	**GRT**
AG Contract Number	**Template: P0012013003419**
Advantage Vendor Number	866000769 01
DUNS Number	114071637
Advantage Project Number **Eligible From Date** **Eligibility Expiration Date** **Project Details**	**Refer to Exhibit A**

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
City of Kingman

This GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334, is entered into (AGREEMENT DATE) between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION (MPD) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, and City of Kingman a City agency herein referred to as the SUBRECIPIENT. The STATE and the SUBRECIPIENT are collectively referred to as the "Parties", and individually as STATE, SUBRECIPIENT, 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) SUBRECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of SUBRECIPIENT.

3) 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 Arizona Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate grant applications. The current State Management Plan, Program Guidebook, FTA Master Agreement, and the Program Application, incorporated herein by reference, prescribe the STATE's Administrative Policies and Requirements for the Program.

4) Exhibit A: Project Award Description provides the Project Award Description, Eligibility Dates, Funding Participation, and Match Requirements.

5) Exhibit B: Program Description and Communications and Contact Information provides the statutory reference and describes rules, regulations, and requirements specific to the program(s) awarded in this Agreement and provides contact information relevant to this Agreement.

6) Exhibit C: Responsibility Matrix delineates key requirements specific to roles.

7) Exhibit D: Procurement and Third Party Contract Provisions provides rules specific to sub-recipient procurement in this Agreement and provides a table of federal clauses required for procurement agreements.

8) Exhibit E: Discrimination & Title VI Requirements provides mandatory Title VI requirements.

9) Exhibit F: Disadvantaged Business Enterprise (DBE) Requirements provides mandatory DBE requirements.

10) Exhibit G: Insurance (Risk Management) Requirements provides mandatory insurance requirements.

11) Exhibit H: Language Modifications provides exceptions, exemptions, and language variations for Agreements with Tribes, Nations, or Native Indian Communities.

12) The STATE and the SUBRECIPIENT desire to secure the Project as described in Exhibit A through the expenditure of FTA grant funds and to use said funding to provide services for eligible Program participants of the STATE of Arizona within the SUBRECIPIENT's service area, and carried out according to this Agreement and under the applicable sections of 49 USC Chapter 53 as described in Exhibit B.

13) The STATE and the SUBRECIPIENT desire defining their respective responsibilities related to the expenditure and reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT within the authority granted by the Program described in Exhibit B.

14) SUBRECIPIENT qualified local match and fees for the PROJECT to be procured by the STATE is due upon demand and prior to procurement. Match for PROJECT to be procured by SUBRECIPIENT shall be indicated in and deducted from request for reimbursement. All other match is due over the life of the award or as otherwise detailed in Exhibit A.

15) The APPLICATION for this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of execution and/or as updated from time-to-time by mutual consent.

16) The State has the authority to re-distribute Award if the signed Agreement is not received by the program required deadline, or if applicable cash Match (if required) is not received, so that the Agreement may be executed within 90 days from the date that Exhibit A documenting Award is distributed.

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

II. SCOPE

1) SUBRECIPIENT shall provide specific public transportation services or activities related to eligible funding, herein called the PROJECT, to eligible Program participants, in accordance with the SUBRECIPIENT'S application(s), incorporated herein as referenced and as allowable under the relevant section of 49 U.S.C. Chapter 53 as described in Exhibit B and the PROJECT description and Award described in Exhibit A.

2) PROJECT expense and cost awards will be detailed in Exhibit A. Awards may consist of any combination of expense or cost categories eligible in the associated grant program such as equipment or capital categories to be procured by ADOT, equipment or capital categories to be procured by SUBRECIPIENT, operating, intercity, administrative, planning, mobility management, or others.

3) PROJECT Award is limited to the quantity and description of the items identified in Exhibit A. For those items with estimated amounts pending procurement that is to be completed by the SUBRECIPIENT, the estimated pricing shall be considered not-to-exceed pricing specific to the quantity and description of identified items. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and match indicated. For PROJECT Award items being procured by ADOT, actual pricing that exceeds the estimate on Exhibit A will be confirmed with the SUBRECIPIENT prior to purchase.

4) SUBRECIPIENT eligible PROJECT expenditures or incurrence of costs may not occur prior to the "Expenses Eligible from Date" and must occur prior to the "Eligibility Expiration Date" established in Exhibit A. All support documentation must be dated within that established data range to be considered eligible.

5) PROJECT-appropriate expenses and costs associated with the PROJECT Award must be supported by receipts and other suitable and appropriate documentation and incurred within the Exhibit A established data range are eligible for reimbursement upon execution of this Agreement. Final reimbursement requests must be received no later than 30 days after the calendar quarter within which the Eligibility Expiration Date occurs to be eligible for reimbursement unless an extension has been granted by the Program Manager.

III. RESPONSIBILITIES

1) **ADOT will:**

   a. Review PROJECTS for compliance with statutory requirements, oversight requirements, and program guidance.

b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

c. Review invoices, when appropriate to the Grant Award, from SUBRECIPIENT and reimburse SUBRECIPIENT within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.

d. Communicate with SUBRECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency

2) **SUBRECIPIENT will:**

a. Administer the grant from award to closeout.

b. Take necessary steps to ensure compliance with program or Agreement stipulated deadlines.

c. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements

d. Implement strong internal controls for accounting and compliance with grant terms and conditions and ensure that SUBRECIPIENT financial management system and any other system used for documentation or compliance is appropriate to implement the Project.

e. Establish a budget of the costs required to perform the Project and a method for monitoring actual costs against the budget.

f. Submit payment of Grant required MATCH upon demand by the STATE and/or as indicated in Exhibit A. Administrative fees and local match must be remitted from funds as qualified under the applicable 49 USC regulations. 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 as appropriate to the awarded PROJECT(s) indicated in Exhibit A.

g. Comply with all terms of the Grant Program in accordance with the SUBRECIPIENT application(s) and the current Program Guidebook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as referenced.

h. 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.

i. 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.

j. In the event of an accident involving any equipment funded under this Agreement, the SUBRECIPIENT shall, within 48 hours, notify the ADOT Program Manager and the MPD Finance & Administration Manager (see Exhibit titled ***PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION***) electronically via email. Pursuant to FTA Circular 5010.1D, any insurance proceeds received when project property has been lost or damaged, the grantee shall a) apply those proceeds to the cost of replacing the damaged or destroyed project property taken out of service or b) return to FTA an amount equal to the remaining Federal interest in the lost, damaged, or destroyed project property. The SUBRECIPIENT agrees to request from and adhere to guidance from the ADOT Project Manager regarding which option shall be followed.

k. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.

l. Provide all required reports as prescribed by the current Program Guidebook or as requested by ADOT in a timely manner and as required by the STATE.

m. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.

n. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

o. Comply with Performance Measure requirements when and as established by FTA for MAP-21 compliance or as designated by the STATE for its compliance.

p. Comply with Cross-Cutting requirements for transit asset management plans and reporting of asset inventory and condition information when and as established by FTA for MAP-21 compliance or as designated by the STATE for its compliance.

q. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.

r. Report to the STATE as required by the program but at a minimum quarterly on the invoice form provided by ADOT, for categorized reimbursable Project costs/expenses awarded as detailed 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.

In the event that no expenditures occurred during a calendar quarter, submit a zero dollar invoice.

A system-generated ledger report and program-required forms must be submitted with the reimbursement request. Detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to ADOT unless and until requested.

In the event a system-generated ledger cannot be provided, it is acceptable to use a manually-created or spreadsheet ledger. However, in this case, all support documentation must also be submitted.

Upon implementation of invoicing module within the Arizona e-Grants Transit Grant Management System (e-Grants), the SUBRECIPIENT will be notified that all invoices from that point forward shall be submitted electronically. Subsequent to that notice, paper invoicing will no longer be accepted. The SUBRECIPIENT agrees that once implemented, all invoices and supporting documentation shall be submitted electronically through e-Grants.

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

- Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the SUBRECIPIENTs federal cognizant agency and accepted by ADOT as indicated on Exhibit A.
- Be necessary and reasonable for proper and efficient performance and administration of the Project;
- Be an eligible expense under federal and state statutes and program regulations;
- Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
- Be determined in accordance with generally accepted accounting principles;
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

In accordance with 49 CFR 18.20 (2) – "Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and incomes."

In accordance with 49 CFR 18.20 (6) – "Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance

records, contracts and sub-grant award documentation, etc."

Adequate supporting documentation should include a system generated financial summary disclosing an expense amount that matches the invoice amount. If a system generated report is unavailable, an excel spreadsheet maybe utilized to summarize the expenses and should be accompanied by appropriate invoices including evidence of payment, payroll documentation, etc.

a. Submit an Indirect Cost Plan that has been approved by the SUBRECIPIENT cognizant agency if and only if indirect costs will be billed for reimbursement.

Title 2 CFR Part 225, formerly known as OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", Title 2 CFR Part 220, formerly known as OMB Circular A-21 "Cost Principles for Educational Institutions", Title 2 CFR Part 230, formerly known as OMB Circular A-122, "Cost Principles for Non-Profit Organizations", FARS 31.2 for Private Agencies, and Appendix E of FTA Circular 5010 requires all grantees who intend to seek payment for indirect costs to prepare a Cost Allocation Plan (CAP) or an Indirect Cost Rate Proposal. CAPs and/or Indirect Cost Rate Proposals must be approved by FTA or another Cognizant Federal agency. ADOT will not reimburse indirect costs if a Cost Allocation Plan or an Indirect Cost Plan is not in place.

Indirect costs, as defined in 2 CFR Part 225 are costs that are: 1) incurred for a common or joint purpose benefiting more than one cost objective; 2) not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved; and 3) originating in the grantee' department as well as those incurred by other departments in supplying goods, services, and facilities to the grantee department.

Cognizance is generally assigned to the Federal agency that provides the predominant amount of dollar involvement with a grantee organization within a given State or locality. (OMB has assigned cognizant audit agencies for State and local governments. See Federal Register (51 FR 552, Jan 6, 1986). In those cases where a grant recipient is not assigned a cognizant agency, these grantees will be under the general oversight of the Federal agency that provides them the most funds; which will also be identified as the "lead" Federal agency.

If an indirect cost plan approved by a Federal cognizant agency has not been received by the time of execution of this Agreement, indirect costs will not be permitted. Subsequent submission of an approved plan will not grant retroactive eligibility of indirect costs; only costs incurred subsequent to ADOT receipt and written acknowledgement of the approved plan will be eligible for indirect costs.

In the event that the applying agency primarily receives FTA funds but is not a direct recipient of those funds, ADOT will function as the cost plan approver as delegated by FTA. If ADOT will function as the approver, the indirect cost plan must be received with the signed original of this Agreement. Subsequent requests for ADOT approval within the

effective period of this Agreement award will not be accepted.

s. Submit program required reports of procurement activities according to the Exhibit labeled: ***PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS*** and submit reports of contract activities via email 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 SUBRECIPIENT responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

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

Duration of awarded expense/cost Projects are established in Exhibit A. The life of this Agreement will be the earlier of spend-down of the awarded funds or the Eligibility Expiration Date established in Exhibit A unless extended by amendment or as otherwise provided herein plus an additional forty-five (45) days for submission of the final invoice for costs through the last authorized expenditure date of the Agreement.

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.

For capital facilities Projects, the life of this Agreement shall continue until the federal financial interest in the Project has depreciated.

This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or SUBRECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without adopting a formal amendment to this Agreement; acceptance of the modification shall be indicated on the modified Exhibit A by an authorized signatory from the SUBRECIPIENT.

4) **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The SUBRECIPIENT will provide the Match amount and fees required from eligible sources as prescribed in 49 USC Chapter 53 as described in Exhibit B appropriate to the Award(s) in Exhibit A. The SUBRECIPIENT shall initiate and complete all actions necessary to

provide its share of the PROJECT costs at or prior to the time that such funds are requested and/or required by the STATE.

For those match amounts that are estimated pending procurement of the awarded PROJECT equipment, if procured by the STATE, the STATE will notify the SUBRECIPIENT regarding final match requirements, which will be due upon receipt of said notice. The notice will include a modified Exhibit A, which shall be accepted by signature and inserted into this executed Agreement without requiring contract amendment. Match for Project Equipment procured by SUBRECIPIENT shall be indicated in and deducted from the request for reimbursement.

For those items with estimated amounts pending procurement that is to be completed by the SUBRECIPIENT, the estimated pricing shall be considered not-to-exceed pricing specific to the quantity and description of identified items including the prescribed match requirements. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and match indicated. Without advance approval, SUBRECIPIENT is responsible for all of the increased price or quantity procured.

In the event that this Agreement is terminated after matching and/or administrative funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of match funds, and refund shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. Remitted administrative fees are non-refundable except when this Agreement is terminated by ADOT or the STATE at no fault of the SUBRECIPIENT. In circumstances where the designated SUBRECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, said equipment will be reassigned. Refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another recipient and/or program.

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

6) **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the STATE on behalf of the SUBRECIPIENT unless otherwise indicated in Exhibit A. The PROJECT equipment shall be titled in the name of the SUBRECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all rolling stock acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment shall remain in effect through the useful life of the vehicle, as explained in the current Program Guidebook unless this agreement is otherwise terminated under terms of this Agreement.

7) **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the SUBRECIPIENT or their CONTRACTOR as applicable. The SUBRECIPIENT 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. SUBRECIPIENT shall comply with all requirements and guidance during the course of the lien period, including but 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 State Management Plan and current Program Guidebook. When no longer needed for the originally authorized purpose, the SUBRECIPIENT and/or their CONTRACTOR will request disposition instructions from the STATE. SUBRECIPIENT 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.

8) **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.

9) **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.

10) **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. This provision shall be incorporated in any sub-recipient, sub-contractor, or lower-tier agreement for which funds from this Agreement shall be used for payment. The Federal Transit Administration Master Agreement can be viewed in its entirety at the link provided on the Exhibit titled: ***PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION.***

11) **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.

12) **Recordkeeping:** All SUBRECIPIENTs and/or their CONTRACTORs and the parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of applicable OMB Circulars.

13) **Audit:** The administration of resources awarded by ADOT to the SUBRECIPIENT may be subject

to audits and/or monitoring by ADOT, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, monitoring procedures may include, but not be limited to: on-site visits by ADOT staff or designees, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the SUBRECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by ADOT staff to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the SUBRECIPIENT to monitor their sub-recipients.

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

a. In the event that the SUBRECIPIENT or their sub-recipient expends $500,000 or more in Federal awards in its fiscal year, the SUBRECIPIENT and their sub-recipient must have a Single Audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT and sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the SUBRECIPIENT conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the audit requirements the SUBRECIPIENT shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

b. If the SUBRECIPIENT expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the SUBRECIPIENT elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from SUBRECIPIENT resources obtained from other than Federal entities)

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the awarding federal agency, and percentage of federal participation.

In compliance with OMB A-133.235(c), the audit shall be completed and the report must be submitted within 30 days after receipt of the auditor's report(s), or nine (9) months of the end of the audit period.

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

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

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

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

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this section titled AUDIT shall be submitted when required by OMB Circular A-133, as revised, directly to each of the following:

a. ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007

b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

c. Other Federal agencies and pass-through entities in accordance OMB Circular A-133 as revised.

Copies of written communication between the SUBRECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the SUBRECIPIENT directly to:

a. ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007

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

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

If the amount of FTA funds granted to a particular subrecipient does not trigger the requirement for an A-133 audit, the State may still request a review.

14) **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.

15) **Third Party Antitrust Violations:** The SUBRECIPIENT 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 SUBRECIPIENT toward fulfillment of this Contract.

16) **Immigration:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

17) **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, SUBRECIPIENT, or STATE without penalty or recourse.

18) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of SUBRECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to SUBRECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the SUBRECIPIENT cannot or will not adequately perform the requirements of the Agreement. If SUBRECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.

19) **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 SUBRECIPIENTS. Should requirements be stipulated wherein information is required from SUBRECIPIENTS, such information will be requested. The SUBRECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the SUBRECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.

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

The Parties understand and agree that not every provision of these twenty-four (24) Certifications and Assurances will apply to every Applicant or every Project. The type of Project and SUBRECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply. Our FTA Master Agreement, available at the link provided on the Exhibit titled: ***PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION***, contains a list of most of those requirements.

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

SUBRECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUBRECIPIENT must identify the activities each

member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its SUBRECIPIENTS are issued annually subsequent to ADOT signing the same. They are available for viewing in the e-Grant system and are incorporated herein by reference. 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 SUBRECIPIENT of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances

21) **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 SUBRECIPIENT 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.

VI. SECURITY AGREEMENT

1) In consideration of the funded PROJECT equipment identified in Exhibit A including any equipment added, and conveying title thereto, the SUBRECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount indicated in Exhibit A as the "Federal Portion" payable to the Department upon its demand, if and only if:

   a. The SUBRECIPIENT 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 SUBRECIPIENT is terminated.

2) In the event of the occurrences described in Articles VI.1.a or VI.1.c, the SUBRECIPIENT 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 Agreement Articles titled: *Termination for Convenience and/or Termination for Default.* 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 current Program Guidebook and Application for the grant year, the equipment may be surrendered to ADOT subject to stipulated terms and ADOT 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 SUBRECIPIENT 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 SUBRECIPIENT-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 SUBRECIPIENT should otherwise assume that any component supplied on or with the vehicle at the time of delivery to the SUBRECIPIENT should be returned to ADOT in its originally-removed state.

n. Other equipment purchased for the Project equipment is to remain with equipment or otherwise be surrendered to ADOT.

    a. Exception: After-market communication radios or other communication equipment added to the Project equipment, if ADOT agrees that the SUBRECIPIENT should have further legitimate use of that communication equipment, may be retained by the SUBRECIPIENT or surrendered to ADOT, to be designated by the Program Manager.

o. 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.

VII. COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

By signing this Agreement, the SUBRECIPIENT of Project Rolling Stock award(s) agrees to abide by the vehicle manufacturer's schedule of maintenance, at a minimum, during the period this vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

Additionally, the ADA requires that:

Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make them readily accessible to and usable by, individuals with disabilities. These features include but are not limited to, lifts and other means of access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or hearing.

Accessibility features must be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity must take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

A system of regular and frequent maintenance checks of lifts is required. If a lift fails to operate when in service, the ADA requires the vehicle be taken out of service before the beginning of the vehicle's next service day. The lift must then be repaired before the vehicle returns to service. If a contract operator is used for ADA-related service, the SUBRECIPIENT must ensure the contractor notifies the SUBRECIPIENT immediately of any failure of the lift to operate in service.

If there is no spare vehicle to take the place of a vehicle with an inoperable lift, the SUBRECIPIENT may keep the vehicle in service for no more than five days if it serves an area of 50,000 or less population, or three days if it serves an area of 50,000 or more population.

VIII. GENERAL ASSURANCES

1) The SUBRECIPIENT is an agency that has been designated as eligible for the Award(s) described in the Application and/or Exhibit A pursuant to the program relevant section of 49 USC.

2) The SUBRECIPIENT assures that it has the legal, financial, and technical capacity to carry out its proposed Project described herein, including safety and security aspects of that program.

3) The SUBRECIPIENT will have satisfactory continuing control over the use of project equipment and facilities.

4) The SUBRECIPIENT has or will have prior to procurement, sufficient funds to provide the local match and any required fees for the equipment purchased under this contract and to operate and

maintain the vehicles or equipment purchased under this project.

5) The SUBRECIPIENT assures affirmative compliance with Title VI of the Civil Rights Act of 1964 – Nondiscrimination in the Provision of Service (FTA C 4702.1; FTA C 9040.1E; and FTA C 9070.1E).

6) The transportation needs of elderly persons and persons with disabilities have or will be addressed by the SUBRECIPIENT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).

7) The SUBRECIPIENT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers, including social service agencies capable of purchasing service. The SUBRECIPIENT has participated in the development of a local coordinated public transit human services transportation plan for the area(s) in which project vehicles will be used.

8) Private transit and paratransit operators and the public 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 SUBRECIPIENT.

9) The SUBRECIPIENT 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.

10) The SUBRECIPIENT 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)).

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

IX. DRUG FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 et. seq. and 49 CFR Part 32, each SUBRECIPIENT is required to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program. Grant direct recipients must agree that it will provide a drug-free workplace and comply with all requirements of 49 CFR Part 32. The STATE requires compliance by SUBRECIPIENTs.

The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The SUBRECIPIENT's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (1);

4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant or cooperative agreement, the employee will:

   a. Abide by the terms of the statement;
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the STATE in writing, within ten calendar days after receiving notice under subparagraph (4.b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee as working, unless the Federal agency has designated a cartel point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4.b), with respect to any employee who was convicted:

7) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

8) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

X. CERTIFICATION ON RESTRICTIONS ON LOBBYING

The SUBRECIPIENT (excluding Federally recognized Tribal governments, (Tribes, Nations, Communities) and its representative hereby certify to the Arizona Department of Transportation, that to the best of my knowledge and belief:

1) No Federal appropriated funds have been or will be paid by or on behalf of the SUBRECIPIENT 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 SUBRECIPIENT 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 sub awards at all tiers (including subcontracts, sub grants, sub agreements, contracts under grants, loans, and cooperative agreements).

2) The SUBRECIPIENT 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 SUBRECIPIENT 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.

XI. DEBARMENT, SUSPENSION, RESPONSIBILITY MATTERS FOR PRIMARY AND LOWER TIER COVERED TRANSACTIONS

The SUBRECIPIENT 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 SUBRECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System available at the link provided on the Exhibit titled ***PROGRAM DESCRIPTION AND COMMUNICATIONS AND CONTACT INFORMATION*** before entering into any contracts.

In accordance with the provisions of U.S. Department of Transportation (U.S. DOT) regulations on Government wide Debarment and Suspension (Nonprocurement) at 49 CFR 25.510, the SUBRECIPIENT (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2) 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; making false statements, or receiving stolen property;

3) 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 paragraph 2 of this certification, and;

4) Have not within a three year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default.

The SUBRECIPIENT (Primary Participant) certifies that if it becomes aware of any later information that contradicts the statements in paragraphs 1 through 4 above, it will promptly inform FTA. Should the SUBRECIPIENT (Primary Participant) be unable to certify to statements set forth in paragraphs 1 through 4 above, it shall so acknowledge with its signature and provide a written explanation to FTA.

XII. ARIZONA ELECTRONIC TRANSIT GRANT MANAGEMENT SYSTEM (e-Grants)

The STATE has implemented an electronic transit grant management system, titled "e-GRANTS" in a phased-implementation approach. The SUBRECIPIENT agrees to submit all related documents through that system as required and requested by the STATE. The SUBRECIPIENT further agrees that any scanned documents attached in e-Grants shall comply with minimum 300 dpi scanning requirements, be clearly legible, and in PDF format. The STATE certifies that the electronic signatures comply with ARS 41-132 and ARS 44-7031. The SUBRECIPIENT agrees that pursuant to ARS 41-132, any electronic signature processed through e-GRANTS has the same force and effect as a written signature and shall be considered a valid original pursuant to ARS 11-487.02.

The following rules apply for e-Grant users:

1. Password setup--Minimum 8 characters where the complexity is 3 of 4 [Upper alpha, lower alpha, numeric, and symbols].
    a. External users will be required to register their user name and password on the system. This username and password will be tied to an email account. Users in the 'ADOT System Administrator' role will be required to approve the users before they can be set up.
    b. There will be an administrator role within the Entity Organization, 'Agency Administrator' which shall be able to grant role and access privileges to the registered user. The 'Agency Administrator' shall be able to deactivate any user at

any given time.

2. Passwords expire every 60 days and must be reset.
    a. When a password has expired, the user will be redirected to the Profile page on login, and forcing a new password to be set before they can leave the profile page.
3. Lockout based on unsuccessful attempts – Following 5 unsuccessful login attempts, the account will be locked out from use for a minimum of 20 minutes.
4. The system will disable user accounts that have not been used for 6 months.
    a. By default, any account that has not been used in the last 6 months shall be disabled. The system shall send automatic reminders 2 week prior to such date every year, informing the user to login or else the account will be disabled. The system shall also automatically reactivate users that have used in the account in the last 6 months.
    b. To reactivate an account that has been disabled, the user will have to go to a screen which will be similar to the 'Forgot password' screen. They will have to provide their user name and the email address they used when they registered to authenticate themselves. The account shall be added to the pool of accounts that need to be reactivated.
    c. The 'ADOT System Administrator' will be able to verify all the accounts that need to be reactivated and have the ability to go in and make them 'active' by setting an 'active date' when applicable.

EXHIBIT A
PROJECT AWARD DESCRIPTION

During the application cycle, the application budget details represent Exhibit A information.

All contractual terms should be reviewed, approved, and accepted as if the entire application will be approved.

Once the application review cycle is completed and actual awards are issued, Exhibit A will be updated to reflect the award.

✔ I certify that I have read and understand this page.

EXHIBIT B
PROGRAM DESCRIPTION
and COMMUNICATIONS AND CONTACT INFORMATION
49 USC 5311

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.

49 U.S.C. 5311 is authorized under the provisions set forth in the Moving Ahead for Progress in the 21st Century (MAP-21, Section 20010) designates eligible sub-recipients 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. 5311(c) designates only Federally-recognized tribes as eligible recipients under the Tribal Transit Program. However, Federally-recognized tribes and tribes which are not federally recognized remain eligible to apply to the State as a sub-recipient for funding under the State's 49 U.S.C. 5311 apportionment.

The STATE and the RECIPIENT desire to secure funding for planning, 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 5311.

The 5311 Guidebook outlines program requirements and is incorporated herein.

COMMUNICATIONS AND CONTACT INFORMATION: All notices or demands upon any party relating to this Agreement shall be in writing delivered through the Electronic Grant Management System whenever possible. When electronic submission is not feasible, delivery in person or sent by mail addressed as follows is required:

	STATE Agreement Contact	STATE Director of Transit Services	STATE Reimbursement Contact
Name	Sally J. Palmer	Michael Normand	Mary Ann Roder
Title	Contracts Compliance Officer	Transit Services Director	Finance & Administration Manager
Email	SPalmer@azdot.gov	MNormand@azdot.gov	MRoder@azdot.gov
Phone	602-712-6732	602-712-8243	602-712-7333
Fax	602-712-6412		
Mailing Address	Arizona Department of Transportation		
	Multimodal Planning Division		
	Mail Drop 310B		
	206 S. 17th Avenue		
	Phoenix, AZ 85007		

STATE Program Manager Contacts			
Region/Program	**Northern Arizona**	**Central Arizona**	**Southern Arizona**
Name	Michael Normand	Sara Allred	Nicole Patrick
Email	MNormand@azdot.gov	SAllred@azdot.gov	NPatrick@azdot.gov
Phone	602-712-8243	602-712-4498	602-712-8947
Fax	602-712-6412		
Mailing Address	**Arizona Department of Transportation**		
	MultiModal Planning Division		
	Mail Drop 310B		
	206 S. 17th Avenue		
	Phoenix, AZ 85007		

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EXHIBIT C
RESPONSIBILITY MATRIX

Actions (not all-inclusive list)	**SUBRECIPIENT Responsibility**	**STATE / ADOT Responsibility**
Ensure Transit Services Provided	Provide transit services to service area	Oversight / Review Performance
Procurements by Sub-Recipient (Refer to G uidebook)	Submit procurement documentation as specified in Guidebook	Timely Review and Approve/Reject
Progress Reports	Submit as instructed within deadlines established	Review progress reports for program compliance
Reimbursement Requests	Submit invoice, budget spreadsheet, and system generated documentation to TransitInvoice@azdot.gov	PM - Review and Approve/Reject within 7 days; Grant Accountant - process payments within 15 days
DBE Reporting	Submit reporting of contracts/expenditures as applicable through https://arizonalpa.dbesystem.com	Analyze & Report to FTA
Compliance	Comply with all applicable terms and conditions as stipulated in the Agreement and explained in the applicable Guidebook(s)	Oversight & Contract Administration

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EXHIBIT D
PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS

In the event the SUBRECIPIENT is authorized to procure Project equipment or services, SUBRECIPIENT is responsible for following all procurement requirements established in the Agreement, the Grant program, and in the applicable Common Rules (49 CFR Part 18). Include applicable contract provisions in every third-party contract and purchase order. In addition to other clauses required throughout this Agreement, a reference a table of required federal terms and conditions is provided to assist you in ensuring appropriate inclusion. The list is not all-inclusive. The SUBRECIPIENT is responsible to provide all statutory / contractual references, explanatory comments, and additional forms and certifications that may be required.

THIRD PARTY CONTRACT PROVISIONS					
	TYPE OF PROCUREMENT				
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				All>$10,000	

THIRD PARTY CONTRACT PROVISIONS					
	TYPE OF PROCUREMENT				
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000	>$100,000	>$100,000
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel	Foreign air transp./travel
Davis-Bacon Act				>$2,000 (also ferries)	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation services excepted).	$100,000	>$100,000 (also ferries)	
Copeland Anti-Kickback Act, Section 1, Section 2				All >$2,000 (also ferries)	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions			New buildings & additions	
Transit Employee Protective Arrangements		Transit operations			
Charter Service		All			

Operations					
School Bus Operations		All			
THIRD PARTY CONTRACT PROVISIONS					
TYPE OF PROCUREMENT					
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
Drug Use and Testing		Transit operations			
Alcohol Misuse and Testing		Transit operations			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually		EPA-selected items $10,000 or more annually	EPA-selected items $10,000 or more annually
Conformance with ITS National Architecture	ITS projects	ITS projects	ITS projects	ITS projects	ITS projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

✔ I certify that I have read and understand this page.

EXHIBIT E
DISCRIMINATION & TITLE VI REQUIREMENTS
(REV 032013)

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. SUBRECIPIENT 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 SUBRECIPIENT 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.

Title VI Of The Civil Rights Act Of 1964: The SUBRECIPIENT 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 SUBRECIPIENT receives Federal financial assistance from the U.S. Department of Transportation, HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement.

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

(1) Compliance with Regulations. The SUBRECIPIENT 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 Agreement.

(2) Nondiscrimination. The SUBRECIPIENT, with regard to the work performed by it during the Agreement 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 SUBRECIPIENT will not participate either directly or indirectly in discrimination prohibited by 49 CFR 21.5, including employment practices when the Agreement 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 SUBRECIPIENT 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 SUBRECIPIENT of the SUBRECIPIENT's obligations under this Agreement 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 SUBRECIPIENT 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 SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT 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.

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 Transit 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 Transit 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 Transit 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.

Exhibit E Civil Rights

The contractor shall take such action with respect to any subcontract. or procurement as the Arizona Department of Transportation or the Federal Transit 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 Transit 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 or 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, permitee, 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, permitee, 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, permitee, 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, permitee, 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.

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EXHIBIT F
DISADVANTAGED BUSINESS ENTERPRISE
(DBE) REQUIREMENTS
(REV 032013)

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.

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The SUBRECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUBRECIPIENT's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUBRECIPIENT of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> *The contractor, sub SUBRECIPIENT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SUBRECIPIENT deems appropriate.*

Failure to carry out these requirements constitutes a material breach of this contract, which may result in the termination of this contract or such other remedy as the STATE deems appropriate.

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.

Each LPA (Local Public Agency, Local for-Profit Agency, or Local non-Profit Agency), sub-SUBRECIPIENT, and grantee must complete and have its executive officer sign a Sub-SUBRECIPIENT DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-SUBRECIPIENTs, 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-SUBRECIPIENTs, 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-SUBRECIPIENTs, 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-SUBRECIPIENTs, 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.

LPAs, sub-SUBRECIPIENTs, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-SUBRECIPIENTs 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-SUBRECIPIENTs, 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-SUBRECIPIENTs, and grantees on an as-needed basis.

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

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EXHIBIT G
INSURANCE (RISK MANAGEMENT) REQUIREMENTS
(Effective 12/30/2013)

1) **Indemnification:** The SUBRECIPIENT shall defend, indemnify, and hold harmless The State of Arizona, and its departments, agencies, boards, commissions, universities, 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 SUBRECIPIENT 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 SUBRECIPIENT from and against any and all claims. It is agreed that the SUBRECIPIENT 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 SUBRECIPIENT 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.

2) *This indemnity shall not apply if the SUBRECIPIENT or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

3) **Minimum Required Insurance Coverage:** Grant SUBRECIPIENTs 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 less passengers*
- *Combined Single Limit (CSL) of $5,000,000 for street sweepers*

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).

Exhibit G Insurance

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 (BLANKET ENDORSEMENTS WILL NOT BE ACCEPTABLE) to include the following additional insured language: The State of Arizona, and its departments, agencies, boards, commissions, universities, 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, and its departments, agencies, boards, commissions, universities, 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, and its departments, agencies, boards, commissions, universities, 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 SUBRECIPIENT, 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 SUBRECIPIENT, 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 shall be placed with companies licensed in the State of Arizona

or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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 uploaded to the Arizona Grant Management System. 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 SUBRECIPIENT 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 SUBRECIPIENT or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

✔ I certify that I have read and understand this page.