

**MEMORANDUM OF UNDERSTANDING  
RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN  
TRANSPORTATION PLANNING PROCESS IN THE  
BOISE/MERIDIAN AND NAMPA/CALDWELL URBANIZED AREAS**

**ARTICLE 1: PARTIES**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into this 8th day of July, 2013 by the Idaho Transportation Department, hereinafter referred to as "ITD", and Community Planning Association of Southwest Idaho hereinafter referred to as "COMPASS" in accordance with Title 23 of the United States Code (23 USC 134), Title 49 of the United States Code (49 USC 5303), and Section 450.314 (a) of the Code of Federal Regulation (23 CFR 450).

**ARTICLE 2: PURPOSE**

**WHEREAS**, it is the desire of all parties to support the national policy of carrying out a continuing, cooperative, and comprehensive multimodal transportation planning process in each urbanized area that promotes the safe and efficient development, management, and operation of surface transportation systems serving the mobility needs of people and freight and fostering economic growth and development; and

**WHEREAS**, parties understand the importance of a single metropolitan transportation process to serve the interests of all government agencies with responsibilities within the metropolitan planning area; and

**WHEREAS**, parties recognize that transportation planning, programming, and project delivery must be conducted with the fullest possible participation by regional authorities and commissions, state agencies, local governments, private institutions and other stakeholders; and

**WHEREAS**, parties desire to enter into a mutual agreement to provide United States Department of Transportation (USDOT) funding in support of metropolitan planning and project activities; and

**WHEREAS**, parties desire to work together in support of Idaho's Statewide Transportation Policy Plan; and

**WHEREAS**, parties are committed to a transportation performance program that strives to continually enhance system performance, accountability, and transparency as well as improve transportation safety, mobility, and economic opportunity; and

**WHEREAS**, parties desire to enter into a mutual agreement to efficiently and effectively implement the requirements of the referenced federal regulations for a comprehensive metropolitan transportation planning, programming, and project delivery process within the Boise/Meridian and Nampa/Caldwell Urbanized Areas.

**NOW, THEREFORE BE IT MUTUALLY AGREED**, the parties hereto jointly agree as follows:

**ARTICLE 3: AUTHORITY**

**3.1 Metropolitan Planning Organization (MPO)**

3.1.1 COMPASS, a joint powers entity in accordance with Title 67, Chapter 23, Idaho Code, is the single Metropolitan Planning Organization (MPO) designated by the Governor of Idaho for the Boise/Meridian and Nampa/Caldwell Urbanized Areas to fulfill the requirements of Title 23 USC

134 and Title 49 USC 5303 to establish a planning entity for urbanized areas defined as "...a geographic area with a population of 50,000 or more, as designated by the Bureau of the Census." (23 USC 134(b)(6)).

### **3.2 State Department of Transportation**

3.2.1 The Idaho Transportation Department is the state's department of transportation pursuant to Title 40, Idaho Code.

## **ARTICLE 4: PARTICIPATION, PUBLICATIONS, AND COORDINATION**

### **4.1 Interested parties, participation, and consultation**

4.1.1. COMPASS will develop, adopt, and implement proactive public participation outcomes, including related plan, in accordance with 23 USC 134 and 23 CFR 450.316.

4.1.2 Effective public participation efforts shall provide citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

### **4.2 Partnership Role and Responsibilities**

4.2.1 Parties will cooperate, coordinate, and collaborate with all parties in the development of statewide and metropolitan transportation planning and programming processes and studies.

4.2.2 Parties will provide their transportation plans, program information, and funding estimates to all parties.

4.2.3 Parties will participate in the development of all transportation and mobility plans and programs in accordance with 23 CFR 450 and respond to all parties in a timely manner.

### **4.3 Publications**

4.3.1 Parties shall publish or otherwise make available for public review transportation plans and studies, Transportation Improvement Program (TIP), Statewide Transportation Improvement Program (STIP), Unified Planning Work Program, and other items outlined within this MOU.

### **4.4 Annual Partnership Meeting**

4.4.1 COMPASS and ITD-Division of Transportation Performance will arrange for an annual meeting with the parties of this MOU as well as any interested policy board member representatives.

4.4.2 The purpose of this annual meeting will be to discuss and review the areas of coordination, cooperation, and consultation as outlined in this MOU. The meeting will also provide an opportunity to discuss areas of mutual interest, program/task schedules, closeout the prior year program, and will serve as an opportunity to assess modifications to this MOU.

## **ARTICLE 5: BOUNDARY DESIGNATIONS**

### **5.1 Metropolitan Planning Area (MPA) Boundary**

5.1.1 Metropolitan planning area (MPA) boundaries are defined within 23 CFR §450.312 and as agreed between the MPO and the Governor.

5.1.2 MPA boundary adjustments must adhere to §450.310(h), §450.310(b) if applicable, and requires agreement of the Governor or his designee.

5.1.3 The COMPASS MPA boundary, for purposes of 23 USC Section 134 and 23 CFR §450.312,

shall consist of the area defined in Exhibit “A”, and include all of Ada and Canyon Counties.

5.1.4 The MPO planning process is conducted within the defined MPA boundary. The MPA boundary will be reviewed when new urbanized area boundaries are established following each decennial census, and at intermediate intervals as prompted by requests by the MPO, local or state governments to modify the current MPA boundary.

5.1.5 MPA boundary changes can only occur within the constraints expressed within 23 CFR §450.312.

5.1.5 MPA boundary changes must be approved by the COMPASS governing board and the ITD – District Office prior to submission to ITD – Division of Transportation Performance for final ITD processing and ITD Director approval.

5.1.6 COMPASS will prepare and maintain a description and map of the current MPA boundary, and make it available to the other planning partners and the public.

5.1.7 ITD will use the current MPA boundary in planning activities to accurately reflect the area within which MPO planning, programming, and decision-making processes are to be followed.

## **ARTICLE 6: TRANSPORTATION PLANNING, PROCESSES, AND STUDIES**

### **6.1 Metropolitan Planning**

6.1.1 COMPASS will cooperatively develop plans and programs in accordance with the requirements specified in 23 USC §134, 23 USC §135, and 23 CFR §450 within the defined MPA boundary.

6.1.2 Special emphasis will be placed to ensure the participation and consultation on all metropolitan transportation planning processes with Tribal Nations and Tribal and Federal Land management agencies within the MPA boundary.

### **6.2 Metropolitan Transportation Plan**

6.2.1 The Metropolitan Transportation Plan (MTP) is the comprehensive transportation planning document for the Boise/Meridian and Nampa/Caldwell urbanized areas.

6.2.2. COMPASS will prepare an MTP in accordance with 23 USC §134, 23 CFR §450 and 49 CFR §303(f) which is developed, adopted, and updated through the metropolitan transportation planning process.

6.2.3 The MTP must be approved by the COMPASS Board and submitted to the ITD – Division of Transportation Performance, Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

6.2.4 COMPASS will continually monitor plans, studies, and other activities in the region that might warrant intermediate amendments to the MTP.

6.2.5 ITD will provide technical assistance to parties during the development or amendment of the MTP.

6.2.6 Parties will collaborate in the development of the MTP. Parties will monitor internal plans, studies, and other activities to identify potential issues or conflicts with the MTP and will take appropriate actions to resolve any potential issues or conflicts.

6.2.7 Parties shall coordinate parallel planning activities and provide consistency between metropolitan and statewide planning outcomes. This includes mutual consideration of visions and priorities articulated in each entity’s transportation planning documents and project selection process.

### **6.3 Metropolitan Transportation Plan Amendments**

6.3.1 MTP amendments are supported for the purpose of adding, deleting, significantly changing a regionally significant project, or changing a project between scheduled MTP updates as long as the remaining MTP horizon is at least 20 years at the time of the amendment action.

6.3.2 MTP amendments must also adhere, at a minimum, to 23 USC §134, 23 CFR §450, and 49 CFR §5303(f) and be developed, adopted, and updated through the metropolitan transportation planning process.

6.3.3 MTP amendments must be approved by the COMPASS Board and submitted to the ITD – Division of Transportation Performance, Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

#### **6.4 Idaho's Statewide Transportation Plan**

6.4.1 ITD will prepare, in collaboration with all parties, Idaho's Statewide Transportation Plan (ISTP) in accordance with 23 USC §450 and developed, adopted, and updated by ITD through the statewide transportation planning process. The ISTP will be directed at achieving policy guidance for a coordinated, balanced, and integrated intermodal and multimodal transportation system.

6.4.2 Parties will participate in the development of the ISTP, and utilize the metropolitan transportation planning process to inform the ISTP, and work towards aligning agency goals to the extent practical, between the transportation vision outlined within the ISTP and the MTP.

#### **6.5 Unified Planning Work Program (UPWP)**

6.5.1 Metropolitan transportation planning activities performed with funds provided under 23 USC and 49 USC Chapter 53 shall be documented in a unified planning work program (UPWP) in adherence to 23 CFR §450.308.

6.5.2 COMPASS will lead the development, preparation, and publication of an annual metropolitan UPWP for the metropolitan planning area.

6.5.3 ITD will ensure that all metropolitan transportation planning activities undertaken within the Metropolitan Planning Area are represented in the metropolitan UPWP.

6.5.4 COMPASS will develop and maintain a metropolitan UPWP development schedule with a final delivery deadline established in collaboration with the ITD - Division of Transportation Performance.

6.5.5 COMPASS will submit to the ITD – Division of Transportation Performance and the U.S. Department of Transportation (USDOT) a copy of the approved annual metropolitan UPWP.

6.5.6 The ITD - Division of Transportation Performance will use the metropolitan UPWP as the basis for the Consolidated Planning Grant (CPG) Agreement with COMPASS.

6.5.7 The UPWP approval date or that date shown as the effective date in the approval by USDOT is the earliest date for which CPG charges can be incurred against the work program.

6.5.8 Events having significant impact on the metropolitan UPWP(s) (i.e., problems, delays, or adverse conditions that will materially affect the ability to attain objectives) are to be reported as soon as they become known. Communications should include direct contact with the ITD – District Office, FHWA, and FTA as well as inclusion in the annual progress report.

6.5.9 If at any time it is determined after consultation and collaboration with COMPASS that work is not progressing satisfactorily or as scheduled, ITD-Division of Transportation Performance may refuse to make full progress payments, and may withhold any progress payment or payments, as are considered necessary. A written notice of such withholding with details as to the cause shall be provided to COMPASS within 30 working days. Withholding shall be limited to charges related to the disputed work. COMPASS may appeal the decision to withhold payments to the Idaho Transportation Board, FHWA, or FTA.

#### **6.6 UPWP Annual Performance and Expenditure Report**

6.6.1 COMPASS will prepare and submit to the ITD – Division of Transportation Performance and the U.S. Department of Transportation a UPWP annual performance and expenditure report outlining performance, progress, and expenditure reports detailing activities conducted for each metropolitan UPWP task.

6.6.2 COMPASS will follow 23 CFR §420.117 for minimum report content.

#### **6.7 UPWP – Amendments/Changes/Closeouts**

6.7.1 COMPASS may, from time to time, require an amendment of the metropolitan UPWP to reflect changes in local priorities, add/delete funds and planning activities, or adjust costs.

6.7.2 Additions in funding, changes in planning activities, or cumulative transfers in the budget that exceed \$100,000 or 10% of the metropolitan UPWP budget are not effective until the submitted change is forwarded to the ITD – Division of Transportation Performance and approved in writing by the Federal Highway Administration (FHWA).

6.7.3 No later than three months following the end of each federal fiscal year, COMPASS shall close out the prior year metropolitan UPWP with appropriate on-going tasks transferred to the new metropolitan UPWP. A close out report shall be forwarded to the ITD – District Office and the Federal Highway Administration (FHWA).

#### **6.8 Air Quality Conformity**

6.8.1 If an area within the COMPASS MPA boundary is designated as an air quality non-attainment area COMPASS must ensure compliance with the Clean Air Act 176(c) by coordinating the development of transportation plans and improvement programs with the State Implementation Plan (SIP) development process.

6.8.2 COMPASS will maintain appropriate Interagency Consultation agreements in support of conformity efforts including roles and responsibilities for air quality.

6.8.3 COMPASS shall meet minimum federal conformity provisions 40 CFR §93.105, 40 CFR §93.122(a) (4) (ii), and 40 CFR §93.125(c).

6.8.4 COMPASS shall provide air quality conformity determinations to the ITD – District Office.

#### **6.9 Congestion Management Process (CMP) (COMPASS Only)**

6.9.1 COMPASS is required to develop and maintain a formal Congestion Management Process (CMP) in accordance with 23 CFR §450.

6.9.2 The development of a CMP should result in multimodal system performance measures and strategies, as well as the CMP, which is reflected in the MTP and the TIP.

6.9.3 The CMP shall be developed, established, and implemented as part of the metropolitan transportation planning process that includes coordination with transportation system management and operations activities.

#### **6.10 Functional Classification System**

6.10.1 Functional classification in metropolitan planning areas should be developed within the framework of the continuing, comprehensive, and cooperative planning process carried out pursuant to Section 134 of Title 23 U.S. Code.

6.10.2 COMPASS and the ITD – District Office, in collaboration with local jurisdictions and agencies, will cooperate to determine how roadways within the metropolitan planning area are functionally classified.

6.10.3 COMPASS will establish and maintain policies to guide the maintenance of the metropolitan

planning area's functional classification system.

6.10.4 The ITD – District Office will actively participate in each review of the metropolitan planning area's functional classification system, including cooperation with COMPASS in meeting state and federal guidelines.

6.10.5 After the ITD – Division of Transportation Performance accepts changes to functional classifications the ITD – Division of Highways will forward those changes to FHWA for final approval. The ITD - Division of Highways will reflect the federally approved functional classification system amendments in the statewide system.

#### **6.11 Studies**

6.11.1 All parties should ensure that transportation studies reflect the broad policy framework articulated in the MTP and/or project level details that are reflected in the TIP.

6.11.2 All parties will present metropolitan study conclusions to the appropriate MPO committee to ensure conclusions are reflected in the MTP and TIP as appropriate.

#### **6.12 Intelligent Transportation Systems (ITS) Architecture**

6.12.1 COMPASS will actively participate in the development of a statewide ITS architecture ensuring inclusion of metropolitan planned and funded ITS strategies and projects.

6.12.2 COMPASS may at its discretion, in partnership with all parties, develop a metropolitan or district intelligent transportation systems architecture.

#### **6.13 Coordinated Public Transit-Human Services Transportation Planning**

6.13.1 COMPASS shall ensure the timely development, acceptance, and update of a locally developed coordinated public transit-human services transportation plan as required through 23 CFR 450.208.

6.13.2 Parties shall ensure coordination and consistency between metropolitan, local, and statewide coordinated public transit-human services transportation plans as described in 23 CFR part 450 and 49 CFR part 613.

#### **6.14 Data Management and Access**

6.14.1 Parties agree to support the exchange of transportation related data and information.

6.14.2 Parties will provide ample notice when data and information is requested.

### **ARTICLE 7: PROGRAMMING**

#### **7.1 Metropolitan Transportation Improvement Program (TIP)**

7.1.1 COMPASS shall develop and approve, in cooperation with all parties, a financially constrained multi-year spending plan, known as the metropolitan Transportation Improvement Program (TIP), for federal highway and transit funding in accordance with 23 USC 450 covering a period of no less than four years and updated at least every four years.

7.1.2 The TIP shall be consistent with the MTP and, in an air quality non-attainment or maintenance area, meet federal air quality conformity requirements and comply with the State Implementation Plan (SIP).

7.1.3 COMPASS will establish a development schedule, and the ITD - Office of Transportation Investments will establish a final deadline and format for the TIP to ensure coordination with the Statewide Transportation Improvement Program (STIP).

7.1.4 COMPASS will submit for review a “draft” and “final” TIP to the ITD – Office of Transportation Investment. ITD will incorporate without modification, directly or by reference, the “final” approved TIP into the STIP. The ITD – Office of Transportation Investments will notify COMPASS and appropriate federal agencies when the TIP, including projects under the jurisdiction of these agencies, has been included in the STIP.

## **7.2 TIP – Amendments and Administrative Modifications**

7.2.1 TIP amendments are to be submitted to the ITD – Office of Transportation Investment for inclusion within a STIP amendment to obtain FHWA and FTA approvals.

7.2.2 Administrative Modifications are to be submitted to the ITD – Office of Transportation Investment for inclusion in the STIP and forwarded to FHWA and FTA for their information.

7.2.3 COMPASS is to develop documented procedures and criteria for executing Administrative Modifications. These procedures are to be submitted to ITD, FHWA, and FTA for comment and approval.

7.2.4 The ITD – Office of Transportation Investments will be responsible for coordinating with FHWA to develop and adopt procedures and criteria for incorporating TIP amendments and Administrative Modifications into the STIP amendment.

## **7.3 Surface Transportation Program Balancing Committee**

7.3.1 Parties will work cooperatively through the Surface Transportation Program (STP) Urban Balancing Committee process to provide oversight of the programming of state and local funding for projects within the metropolitan planning area.

## **7.4 Annual Listing of Obligated Projects**

7.4.1 COMPASS shall ensure compliance with 23 CFR 450.332 by developing an annual listing of prior year obligated projects.

7.4.2 On an annual basis, no later than 90 calendar days following the end of the program year all parties shall cooperatively develop a listing of projects for which funds under 23 USC or 49 USC Chapter 53 were obligated in the preceding program year.

7.4.3 Format of the annual listing of obligated projects shall be established and defined through 23 CFR §450.332 and published through the normal metropolitan public participation process.

# **ARTICLE 8: PROJECT CONTROL AND OVERSIGHT**

## **8.1 Project Oversight**

8.1.1 Under 23 USC, ITD is required to maintain overall accountability for the federal-aid program in Idaho.

8.1.2 ITD may establish “Stewardship Agreements” with public agencies to perform specific functions on behalf of ITD.

8.1.3 ITD will monitor project activities assigned under stewardship agreements to ensure appropriate oversight.

## **8.2 Project Programming**

8.2.1 In addition to the metropolitan planning process, COMPASS is responsible for the financial control and programming of all metropolitan transportation projects.

8.2.2 Transportation projects within a metropolitan planning area are to be identified through the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) approval process.

8.2.3 Requested changes to metropolitan transportation projects shall be directed to COMPASS.

8.2.4 Upon COMPASS approval, COMPASS shall initiate a TIP amendment directly with the ITD – Office of Transportation Investment.

## **ARTICLE 9: FUND AUTHORITY AND CONTROL**

### **9.1 Metropolitan Planning Funding**

9.1.1 The United States Department of Transportation (USDOT), under Title 23 USC and Title 49 USC, provides funds for transportation planning activities within metropolitan planning areas. Whereas COMPASS is the designated MPO to accomplish these activities, it is recognized that COMPASS is eligible for such funds.

### **9.2 Financial Plan and Forecasting**

9.2.1 The MTP and TIP must include a financial plan that demonstrates an implementation based on estimates of revenue that can reasonably be expected. Estimates of revenue are to be prepared cooperatively between all parties.

9.2.2 COMPASS will develop and maintain procedures and methodologies, in cooperation with the ITD – Office of Transportation Investment, for generating revenue forecasts consistent with federal guidance for financial forecasting. COMPASS will generate estimates of local funds available to support transportation investments in the MPA. COMPASS will coordinate with partner agencies as necessary to review methodologies, assumptions, and estimates.

9.2.3 The ITD - Office of Transportation Investments will provide historical information regarding funding levels and expenditures within the MPA and any estimates they have prepared for future state and federal revenues that would be available within the MPA boundaries for future capacity expansion projects. The ITD will also provide information on operating, preservation and rehabilitation needs to satisfy federal requirements. The ITD – District Office will actively participate in revenue forecasting efforts for the MPA.

### **9.3 Fund Distribution**

9.3.1 ITD is the designated state agency responsible for the administration of FHWA 23 USC 104(f) metropolitan planning funds and FTA 49 USC Section 5303 metropolitan planning funding.

9.3.2 ITD will adhere to 23 CFR 420.109 and FTA C 8100.1C in the development of a distribution formula, communication of metropolitan allocations, and distribution of metropolitan planning funds.

9.3.3 All Idaho MPOs and ITD, with the approval of the FHWA Division Administrator, have developed a distribution formula. The currently approved distribution formula is the total available metropolitan planning funds divided by the percentage representation each MPO has of the total population of the urbanized areas within the state of Idaho. The population figures are taken from the most recent population established in the decennial census.

9.3.4 The distribution formula will be updated with the release of the decennial census update and will be effective in the following budget year.

### **9.4 Consolidated Planning Grant**

9.4.1 In an effort to streamline the delivery of metropolitan planning funds, parties mutually agree to participate in the CPG program electing FHWA for the administration of all metropolitan planning funds.

9.4.2 CPG funding will be contingent upon FHWA and FTA apportioned funding, successful adherence to all articles of this Memorandum of Understanding, and a duly executed Consolidated Planning Grant Agreement between ITD, administered through the ITD – Division of Transportation Performance, and the MPO.



9.4.3 Annually the ITD – Division of Transportation Performance will communicate with each MPO and FHWA on the amount of anticipated CPG funds for the upcoming program year based on projected state apportionments and allocated to each MPO per the approved distribution formula.

9.4.4 When an MPO administers multiple urbanized areas, thus receiving multiple apportionments, the MPO must separately identify each apportionment in their metropolitan UPWP.

9.4.5 COMPASS is responsible for meeting all local matching requirements associated with CPG funding.

9.4.6 Each fiscal year a Consolidated Planning Grant Agreement will be executed between COMPASS and ITD establishing the fiscal terms and conditions associated with the Consolidated Planning Grant. This CPG Agreement shall complement this MOU and shall be executed with an effective date of October 1 of each year to be consistent with the fiscal year of the MPO.

## **9.5 Surface Transportation Program Funds (STP)**

9.5.1 Title 23 USC Section 133 allows Surface Transportation Program (STP) funding to be expended on planning programs and tasks. Access to STP funding will be contingent upon:

- i. Receiving an FHWA apportionment,
- ii. An active Memorandum of Understanding,
- iii. Funds being programmed in the TIP,
- iv. Funds being included in the metropolitan UPWP and separated from CPG funds, and
- v. Funds being tracked separately for each urbanized area.

## **9.6 Non-Binding**

9.6.1 This MOU and CPG Agreements shall in no way or manner be construed so as to bind or obligate ITD, the state of Idaho, or COMPASS. All funding is contingent upon the availability of federal funds and continued authorization of activities.

## **9.7 Reprogrammed Project (Capital) Funding**

9.7.1 After consultation with the affected MPO and STP Urban Balancing Committee, excess amounts of STP-U funds unexpended, unencumbered, or unobligated after August 1<sup>st</sup> of each year may be reprogrammed by ITD for use in the next fiscal year.

## **9.8 Transferring Funds between FHWA and FTA - Approval Process**

9.8.1 Upon request by COMPASS and following approval of a TIP containing such a transfer, the ITD – Office of Transportation Investments submits a request to FHWA-Idaho to transfer the specified FHWA funds to the FTA. FHWA-Idaho then reviews and forwards ITD's request to FHWA-HQ. FHWA-HQ will then execute the transfer in Fiscal Management Information System (FMIS) and notify FHWA-Idaho and the FTA Region 10 office. The FTA Region 10 office executes the funding grant using the transferred funds and notifies ITD of the action.

9.8.2 As permitted by applicable federal transportation law, the ITD – Office of Transportation Investments submits a request to FTA Region 10 to transfer specified FTA funds to FHWA. FTA Region 10 then reviews and forwards ITD's request to FTA-HQ. FTA-HQ will then execute the transfer in FMIS and notify FTA Region 10 and the FHWA – Idaho Offices. The FHWA-Idaho office executes the funding grant using the transferred funds and notifies ITD of the action.

## **9.9 Contract and Fund Authority**

9.9.1 COMPASS under the authority of Title 67, Chapter 23, Idaho Code is empowered to make and enter into contracts in its own name and to accept grants, gifts, donations, and other monies to carry out its purpose and functions.

## **ARTICLE 10: CERTIFICATION**

### **10.1 Certification Process**

10.1.1 COMPASS will comply with and participate in the appropriate MPO certification process and will coordinate with the federal agencies and the ITD.

10.1.2 The MPO annually shall provide a self-certification of its metropolitan transportation planning process to the ITD – Office of Transportation Investment and shall include the annual self-certification document in the metropolitan UPWP.

10.1.3 ITD will certify to FHWA and FTA that the MPO metropolitan transportation planning process satisfactorily meets all applicable federal requirements.

10.1.4 An MPO within a Transportation Management Area (TMA) is also required to certify directly to FHWA and FTA that the metropolitan transportation planning process satisfactorily meets all applicable federal requirements. The certification process within a Transportation Management Area (TMA), includes an additional review process that occurs within the four (4) year TMA Certification Review cycle as prescribed in 23 USC, 134 (I)(5) and 23 CFR, 450.334.

## **ARTICLE 11: METROPOLITAN PERFORMANCE PROGRAM**

### **11.1 Performance Program**

11.1.1 Parties are committed to the development of a Metropolitan Performance program including metrics, benchmarks, and publishing results that is collaboratively developed between COMPASS, ITD, and transit providers within the MPA.

11.1.2 Parties support the development of transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning.

### **11.2 Future Performance Program Development**

11.2.1 As Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) guidance is released related to the development of a metropolitan performance program parties agree to work collaboratively to respond accordingly including to update this Memorandum of Understanding.

## **ARTICLE 12: PROCUREMENT AND TRAVEL**

### **12.1 Third Party Administrative Services**

12.1.1 Subject to the provisions of this Memorandum of Understanding, COMPASS may, at its discretion, negotiate for and contract with third-party service providers to carry out administrative services. Administrative services could include functions such as accounting, auditing, legal, etc. All administrative activities provided by or contracted through COMPASS will be consistent with federal requirements identified in Title 23 USC, Title 49 USC, 23 CFR, and FHWA and FTA guidelines and directives as well as all requirements of the State of Idaho.

### **12.2 Failure to Comply**

12.2.1 If an audit indicates that payments to COMPASS fail to comply with applicable federal or state laws, rules, or regulations, COMPASS shall refund any compensation paid arising from such noncompliance.

### **12.3 Procurement Requirements**

12.3.1 COMPASS shall follow the following procurement guidelines:

- i. Idaho Administrative Code, Rules of the Division of Purchasing covered in IDAPA 38.05.01.

- ii. Disadvantage Business Enterprises per 49 CFR 18.36(e).
- iii. U.S. DOT procurement regulations, policies, procedures, and directives as they may be amended or promulgated from time to time during the term of this MOU. FTA procurement guidance identified through Circular 4220.1E and 49 CFR Part 18.
- iv. 49 CFR Part 18, Section 36 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- v. 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB A-87).

#### **12.4 Equipment and Supplies**

12.4.1 Title to equipment and supplies acquired under this MOU and a Consolidated Planning Grant Agreement vests with COMPASS. COMPASS will use, manage and dispose of equipment and supplies in accordance with State and Federal laws and procedures and 49 CFR 18.32 and 18.33.

12.4.2 Equipment acquired to perform work must be identified in the metropolitan UPWP as direct costs and approved as part of the metropolitan UPWP.

12.4.3 For direct purchase of equipment with CPG funds, equipment must be identified in the metropolitan UPWP. Property management of equipment should be in accordance with the Common Rule (specifically 49 CFR 18.32).

#### **12.5 Travel and Subsistence**

12.5.1 Compensation for travel and subsistence is allowed and shall be at the approved allowable rate for meals, lodging, incidental expense and transportation established by COMPASS, but shall not exceed rates used by ITD as established by the Idaho State Board of Examiners through the “State Travel Policy and Procedures”.

12.5.2 Parties shall meet the intent of the State Travel Policy and Procedures – Statement of Philosophy: “All reimbursable travel of state employees must have been properly authorized; actually incurred; essential in achieving the goals or fulfilling the responsibility of a particular department; and conducted in the most economical and practical manner for the state.”

#### **12.6 Real Property**

12.6.1 The use and disposition of real property shall follow the procedures and requirements of 49 CFR 18.31.

### **ARTICLE 13: TERMS AND CLAIMS FOR PAYMENT**

#### **13.1 Terms**

13.1.1 In consideration of the terms and obligations of this MOU, ITD hereby agrees to compensate COMPASS for the work performed in accordance with this Memorandum of Understanding.

13.1.2 COMPASS is not authorized to request payment for any work that is not included in the current and approved metropolitan UPWP and Consolidated Planning Grant Agreement.

13.1.3 The use of CPG funds shall be limited to transportation planning activities identified through the metropolitan UPWP.

13.1.4 Only allowable costs will be reimbursed. Costs shall be determined according 2 CFR 225 – Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

13.1.5 COMPASS shall be responsible for the remaining local share of the actual allowable costs.

13.1.6 As applicable, COMPASS shall develop procedures to ensure proper payment of sales tax in adherence to Idaho State Tax Commission policy.

## **13.2 Program Income**

13.2.1 Program income shall be deducted from federal and non-federal outlays as detailed in 49 CFR 18.25.

## **13.3 Claims for Payment**

13.3.1 Claims for payment are to be submitted on a monthly basis and include the following items:

- i. Metropolitan UPWP Progress Report – Corresponding to, and balancing with, the approved metropolitan UPWP.
- ii. Billing Information, Invoices, with support documentation, including
  - a. Payroll costs
  - b. General and Administrative Costs
  - c. Out-of-Pocket Costs
  - d. Indirect Costs
- iii. Disadvantaged Business Enterprise (DBE) Statement
- iv. Employee Activity Breakout
- v. In-Kind Match Documentation

13.3.2 COMPASS shall submit claims for payment directly to the ITD – Division of Transportation Performance for processing.

13.3.3 All reimbursement payments made through this MOU to COMPASS shall be processed through the financial records of the MPO and included within requirements outlined in Article 12 “Accounting, Controls, and Audits” of this MOU.

13.3.4 ITD shall make full payment of the value of such documented services as verified on the monthly progress report.

## **ARTICLE 14: ACCOUNTING, CONTROLS, AND AUDITS**

### **14.1 Accounting**

14.1.1 COMPASS shall maintain an accounting system that has the capacity to track accounting and project level information and provide detailed reporting.

14.1.2 COMPASS shall establish and maintain, within its accounting system, a separate account for each work task identified in the approved metropolitan UPWP.

14.1.3 All accounting records shall provide a current breakdown of costs charged to each task, and together with supporting documents, shall be kept separate from other documents and records.

14.1.4 COMPASS shall maintain an accounting system, records and reports in accordance with uniform standards established by the Idaho State Controller, ITD and the 49 CFR Part 18 (Common Rule) for work performed as outlined within this MOU that is to be partially or fully paid for by federal funds, regardless of the granting agency.

### **14.2 General Records**

14.2.1 COMPASS shall maintain all records and documents relevant to this MOU or Consolidated Planning Grant Agreement for five (5) years from the date of final progress payment. If an audit, litigation or other action involving records is initiated before the five (5) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional five (5) year period has passed, whichever is later.

14.2.2 ITD and any persons duly authorized by ITD shall have full access to and the right to, inspect, review, and audit any of these materials during the retention period.

### **14.3 Financial Controls**

14.3.1 COMPASS is required to ensure that adequate and functional financial management and oversight controls are in place.

14.3.2 Controls must ensure that no one person has authority or responsibility for the finances of the organization. The COMPASS Board shall develop an authority mandate for financial expenditures that clearly stipulates who can authorize spending for what and within what limits.

### **14.4 Monitoring**

14.4.1 Regular and active monitoring will occur through the ITD – Division of Transportation Performance and periodically by ITD Internal Review.

14.4.2 The ITD – Division of Transportation Performance shall develop an ongoing review schedule as well as develop and publish a final report that includes all review findings and schedule for correction.

### **14.5 Federal, State, and Local Audits**

14.5.1 It is acknowledged that additional federal, state, and local audits may occur over the course of this MOU.

14.5.2 All records, reports, and documents are to be made available at COMPASS business office and its subcontractors' business offices for audit and inspection as needed by state and federal agencies.

### **14.6 Agency Audit**

14.6.1 COMPASS must comply with the current terms of the 'Single Audit Act'. Funds provided under this MOU and Consolidated Planning Grant may be used to pay for compliance with this Act in proportion to other funding sources.

14.6.2 COMPASS must adhere to Idaho Code 67-450b Independent Financial Audits of Local Government Entities as it pertains to audit and review requirements detailed below:

- i. Entities that expend five hundred thousand dollars (\$500,000) or more in a year in combined Federal awards are required to complete a single audit or program specific audit each fiscal year as prescribed within OMB Circular A-133.
- ii. Entities that expend any amount of combined federal awards and whose annual budget from all sources exceeds two hundred fifty thousand dollars (\$250,000) are required, at a minimum, to complete a full and complete audit of its financial statements each fiscal year.
- iii. Entities that expend any amount of combined federal awards and whose annual budget from all sources exceeds one hundred thousand dollars (\$100,000), but does not exceed two hundred fifty thousand dollars (\$250,000), are required, at a minimum, to have its financial statements audited on a biennial basis. If, within any biennial cycle, the entity's budget exceeds this threshold, the entity must meet the appropriate audit requirement starting in that fiscal year. Biennial audits shall include an audit of each fiscal year since the previous audit.
- iv. Entities that expend any amount of combined federal awards and whose annual budget from all sources exceeds fifty thousand dollars (\$50,000), but does not exceed one hundred thousand dollars (\$100,000), are required, at a minimum, to have its financial statements reviewed on a biennial basis. If, within any biennial cycle, the entity's budget exceeds this threshold, the entity must meet the appropriate audit/review requirement starting in that fiscal year. Biennial reviews shall include a review of each fiscal year since the previous review.

- v. Entities that expend any amount of combined federal awards and whose annual budget from all sources does not exceed fifty thousand dollars (\$50,000) are required, at a minimum, to have its financial statements staff reviewed on a biennial basis. If, within any biennial cycle, the entity's budget exceeds this threshold, the entity must meet the appropriate audit/review requirement starting in that fiscal year. Biennial staff reviews shall include a review of each fiscal year since the previous review.

14.6.3 All audits must be performed by independent auditors in accordance with generally accepted governmental auditing standards, as defined by the United States General Accounting Office. The auditor shall be retained through a written contract

14.6.4 One copy of each completed audit report must be filed with the Legislative Services Office within nine months after the end of the audit period. One copy of the report must also be filed with the ITD – District Office.

14.6.5 COMPASS is responsible to provide an action plan for the resolution of any audit findings or recommendations.

#### **14.7 Cost Allocation Plan (CAP)**

14.7.1 COMPASS must have an approved cost allocation plan (CAP) if it intends to charge indirect costs to more than one program, state, or urbanized area.

14.7.2 COMPASS has the authority to develop a CAP in accordance with 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87) in the Appendix E – State and Local Indirect Cost Rate Proposal.

14.7.3 The CAP must be approved by the COMPASS governing board annually and submitted to the ITD – Division of Transportation Performance for departmental approval.

14.7.4 In the event COMPASS is required to have an A-133 audit as per 13.6.2.i above, that audit should include an assurance of the indirect cost rate.

14.7.5 The ITD-Division of Transportation Performance is responsible for ensuring the review and approval of the submitted annual CAP and/or the approval of indirect costs rates proposals.

14.7.6 The Division of Transportation Performance may engage the Office of Internal Review to assist in the review of Cost Allocation Plans (CAP) and/or the approval of indirect costs rates proposals.

### **ARTICLE 15: STANDARD REQUIREMENTS**

#### **15.1 Indemnification**

15.1.1 COMPASS shall indemnify, defend and save harmless the state of Idaho and ITD, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of COMPASS caused by or arising out of performance, act, or omission of any term of this MOU.

15.1.2 Nothing in this provision shall extend the COMPASS indemnification of ITD beyond the liability of ITD provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.

#### **15.2 Independent Contractor Status**

15.2.1 As an independent contractor, COMPASS is responsible for all employee-related benefits, such as paid leaves and health insurance, and all withholding and payment of federal and state income taxes.

15.2.2 ITD shall not be responsible for these employee-related benefits and tax items, and shall be indemnified and held harmless for any liability, cost, or expense, including any interest, penalties, and attorney's fees that may be connected with the failure of COMPASS to provide or pay such items.

### **15.3 Confidentiality**

15.3.1 It is expressly acknowledged and agreed that COMPASS shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations.

15.3.2 COMPASS acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents ITD receives from COMPASS may be open to public inspection and copying unless exempt.

### **15.4 Copyright**

15.4.1 COMPASS shall be free to copyright material developed under this contract using federal funds with the provisions that ITD, FHWA, and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

### **15.5 Administrative Procedures**

15.5.1 COMPASS administrative procedures shall meet the requirements of the Common Rule (specifically 49 CFR Part 18), and will follow policies and procedures for administration of activities undertaken by states and their subrecipients, including metropolitan planning organizations, with FHWA and FTA metropolitan planning funds relating to the activities and studies funded as part of a metropolitan UPWP or as separate federal-aid projects not included in a metropolitan UPWP, and also relating to the approval and authorization of research, development, and technology transfer (RD&T) work programs. The requirements in 23 CFR Part 420 that are applicable to administration of these funds supplement those in 49 CFR Part 18 (Common Rule).

### **15.6 Title VI - Civil Rights**

15.6.1 COMPASS agrees to adopt the Idaho Transportation Department approved Title VI Plan as the official document for implementation of the requirements stated under authority of this MOU.

15.6.2 The ITD Title VI Plan has been developed pursuant to the following:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7)
- The Civil Rights Restoration Act of 1987
- 49 CFR 21
- 23 CFR 200
- Federal-aid Highway Transportation Act (23 USC 324)
- Age Discrimination Act of 1975 (42 USC 6101)
- American Disability Act of 1990
- Section 504 of the Rehabilitation Act of 1973
- E.O. 12250 – Leadership and Coordination of Non-Discrimination Laws
- E.O. 12898 – Environmental Justice
- E.O. 13166 – Limited English Proficiency
- 42 USC 3601-3619
- 42 USC 4601 to 4655
- 23 USC 109(h)
- Title VIII of the Civil Rights Act of 1968
- DOT Order 1050.2
- FTA Circular 4702.1A
- Federal Transit Laws as amended (49 USC Chapter 53 et seq.)

15.6.3 ITD as a recipient of federal US DOT funding agrees to develop and maintain the Title VI Plan.

15.6.4 ITD agrees to update the Title VI Plan as needed.

15.6.5 ITD agrees to provide information on the Title VI Plan as needed.

15.6.6 COMPASS agrees to operate as required under the ITD Title VI Plan.

15.6.7 COMPASS agrees to provide to ITD a Limited English Proficiency (LEP) Plan as an addendum to the ITD Title VI Plan.

15.6.8 COMPASS agrees to include the following information with every State and Local Agreement:

15.6.8.1 Designation of a Title VI Coordinator

15.6.8.2 List all Federal-aid transportation programs and activities

15.6.8.3 ADA Transition Plan (Organizations with 50 or more employees)

15.6.8.4 Title VI Policy Statement, signed by someone in authority

15.6.8.5 Title VI Complaint Procedure

15.6.8.6 Limited English Proficiency (LEP) Plan

15.6.8.7 Pre-Award Assurance Checklist

15.6.9 All Title VI – Civil Rights documents, issues, or questions shall be directed through the ITD EEO/DBE Program Manager.

### **15.7 Disadvantaged Business Enterprise**

15.7.1 COMPASS shall meet the requirement of 49 CFR Part 26, dealing with Disadvantaged Business Enterprises, and will follow specific procedures set forth in any ITD program.

### **15.8 Restrictions on Lobbying**

15.8.1 COMPASS certifies to the best of their knowledge and belief that:

- i. Influence: COMPASS certifies that none of the funds provided by this MOU have been paid or will be paid by or on behalf of COMPASS to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer, or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, MOU, loan or cooperative agreement.
- ii. Standard Form LLL: If any funds, other than funds provided by this MOU, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer, or employee of Congress or the State Legislature in connection with this MOU, COMPASS shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to ITD.
- iii. False Statement: COMPASS understands that a false statement of this certification may be grounds for rejection or termination of this MOU, and that their signature upon this MOU is a material representation of fact upon which reliance was placed when this MOU was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement



## ARTICLE 16: SCHEDULE OF REQUIRED ACTIVITIES

16.1 The following table outlines requirements, due dates, and the responsible agency.

Article	Task Description	Due Date	Frequency	Responsible Agency*
4	Public Participation	On-Going		MPO
4.4	Partnership Meeting	***Needed	Annual	ITD-DTP
6.2	Metropolitan Transportation Plan	On-Going		MPO
6.5	Unified Planning Work Program (UPWP)	September 30	Annual	MPO
6.6	UPWP Performance and Expenditure Report	December 31 <sup>st</sup>	Annual	MPO
6.7	UPWP Closeout	December 31 <sup>st</sup>	Annual	MPO
6.8	Air Quality Conformity Determinations	On-Going		MPO
6.9	Congestion Management Process	On-Going		MPO
6.10	Functional Classification Process	On-Going		MPO
6.12	Intelligent Transportation Systems Architecture	On-Going		ITD-HQ
6.13	Coordinated Public Transit Human Services Transportation Planning	On-Going		MPO
7.1	Transportation Improvement Program (TIP)	April 30	Annual	MPO
7.4	Listing of Obligated Projects	December 31	Annual	MPO
9.4	Consolidated Planning Grant Agreement	***Needed	Annual	ITD-DTP
10.1	Self-Certification	April 30	Annual	MPO
10.1	TMA Certification		4 Year	MPO
13	Claims for Payment		Monthly	MPO
14.4	ITD Program Review		2 Year	ITD-DTP
14.6	Agency Independent Financial Audit		Annual	MPO
14.7	Cost Allocation Plan (CAP)		Annual	MPO
14.6	Title VI – LEP Plan	On-Going		MPO
14.6	Title VI – SLA Packet	On-Going		MPO
*MPO: COMPASS *ITD-HQ: ITD – Head Quarters *ITD-DTP: ITD – Division of Transportation Performance				

## ARTICLE 17: GENERAL PROVISIONS

### 17.1 Effective Date

17.1.1 This MOU shall commence upon the day and date last signed and is executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated.

### 17.2 Entirety of this Memorandum

17.2.1 This MOU represents the entire and integrated agreement between the parties and supersedes and replaces any prior memorandums of understanding, negotiations, representations, and agreements, whether written or oral.

### 17.3 Amendment

17.3.1 This MOU is valid until terminated or changed.

17.3.2 Any party of this MOU can propose changes at any time. Any changes to one or more of the terms and conditions of this MOU shall not be valid unless made in writing and agreed to by all parties prior to change and implementation. Additional agreement may be incorporated as

amendments or addenda as may be jointly determined by COMPASS and the ITD, provided such agreements are consistent with the purpose of this MOU and agreed to in writing with an effective date.

#### **17.4 Termination**

17.4.1 Any party of this MOU may terminate this understanding by providing written notice at least thirty (30) days prior to the effective date of termination and specifying the effective date of termination.

17.4.2 The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored. Upon termination, COMPASS and the ITD – District Office shall determine the amount of compensation, if any, to be paid by COMPASS to ITD in order to avoid any state liability to either FHWA or FTA or others. All disposition of equipment due to project termination shall be in accordance with instruction from the ITD – District Office.

#### **17.5 Remedies**

17.5.1 Action inconsistent with the terms and conditions of this MOU shall be grounds for termination of the MOU by the other parties upon serving appropriate notice to that effect.

#### **17.6 Limitations**

17.6.1 Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and the United States.

17.6.2 Nothing in this MOU shall be construed as expanding the liability of any party. In the event of a liability claim, each party shall defend their own interests. Parties shall be required to provide indemnification of the other parties except as herein stated.

#### **17.7 Periodic MOU Review and Update**

17.7.1 This MOU shall be reviewed annually by the Division of Transportation Performance during the development of the annual Consolidated Planning Grant Agreement to ensure that it articulates accurate roles and responsibilities of all parties.

17.7.2 This MOU will be modified as necessary to address new laws, rules, and regulations promulgated by the U.S. Department of Transportation.

#### **17.8 Severability**

17.8.1 Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and parties may renegotiate the terms affected by the severance.

#### **17.9 Third Party Beneficiary Rights**

17.9.1 The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

## 17.10 Contacts for Each Party

### **COMPASS**

Contact: Matt Stoll, Director  
700 NE 2<sup>ND</sup> Street, Suite 200  
Meridian, Idaho 83642  
208-475-2266  
[mstoll@compassidaho.org](mailto:mstoll@compassidaho.org)

### **Idaho Transportation Department Division of Transportation Performance**

Contact: Randy Kyrias  
3311 West State Street  
Boise, Idaho 83702  
208-334-8281  
[Randy.kyrias@itd.idaho.gov](mailto:Randy.kyrias@itd.idaho.gov)

### **Idaho Transportation Department Office of Transportation Investments**

Contact: John Krause  
3311 West State Street  
Boise, Idaho 83702  
208-334-8292  
[John.Krause@itd.idaho.gov](mailto:John.Krause@itd.idaho.gov)

### **Federal Highway Administration**

Idaho Division  
Contact: Scott Frey  
3050 Lakeharbor Lane, #126  
Boise, Idaho 83703  
208-334-9180  
[Scott.frey@dot.gov](mailto:Scott.frey@dot.gov)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized:

**Idaho Transportation Department**

7-8-09  
Date

[Signature]  
NAME  
for ITD Director

[Signature]  
Attest

Approved as to form:

[Signature]  
Deputy Attorney General

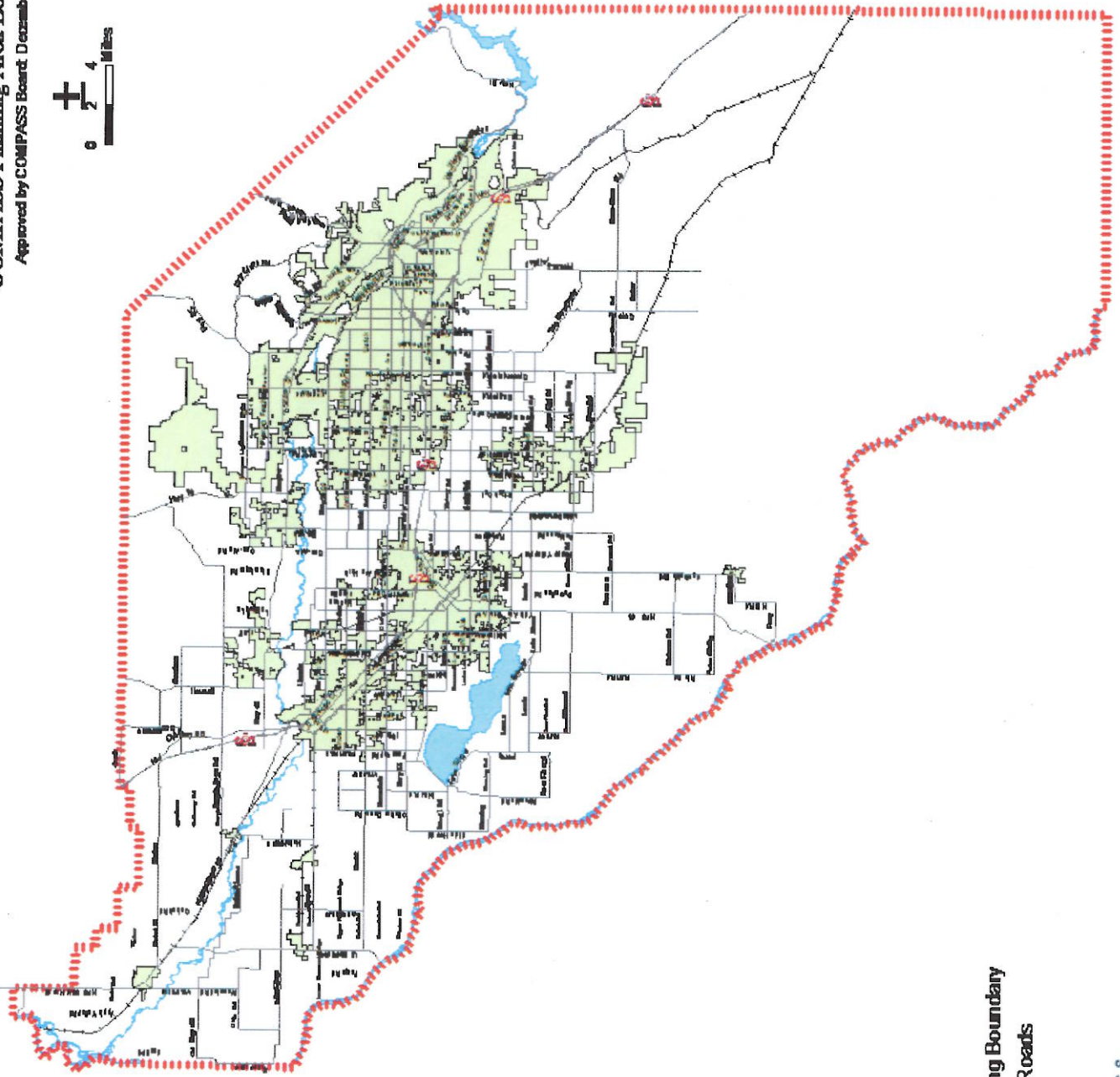
**COMPASS**






May 23, 2013  
Date

[Signature]  
NAME  
COMPASS, Executive Director

[Signature]  
Attest

**COMPASS Planning Area Boundary**  
 Approved by COMPASS Board: December 2011



-  Planning Boundary
  -  Major Roads
  -  Water
  -  Rail
- 
- COMPASS**  
 COMMUNITY PLANNING AREA SERVICES