

COOPERATIVE FISCAL AGREEMENT
Bonneville Metropolitan Planning Organization (BMPO)

THIS AGREEMENT, made and entered into this the 20th day of January, 2021, by and between the BONNEVILLE METROPOLITAN PLANNING ORGANIZATION (BMPO) and the CITY OF IDAHO FALLS.

WHEREAS, the said entities desire to enter into a Cooperative Fiscal Agreement to carry out the financial responsibilities for the BMPO in the Idaho Falls urbanized area; and

WHEREAS, a contract is required between the BMPO and City of Idaho Falls for receiving all monies from the Federal Highways Administration, Federal Transit Administration, Idaho Transportation Department (ITD), and the local governmental entities (Bonneville County and the cities of Ammon, Idaho Falls, Iona, and Ucon); and

WHEREAS, a contract between BMPO and the City of Idaho Falls is desired for payment of all bills, payroll, and purchases acquired by the BMPO.

Now, THEREFORE, it is agreed the City of Idaho Falls will receive all monies requested and receipted by the BMPO from the Federal Highways Administration, Federal Transit Administration and the local entities. The City of Idaho Falls will also be responsible for the payment and reconciliation of all bills incurred, payroll of City employees, subcontractors, and purchases made herein. The BMPO will authorize reimbursement of the Idaho Transportation Department to the City of Idaho Falls monthly according to the following provisions:

1. The work to be performed shall be specified in the current Federal fiscal year "Unified Planning Work Program."
2. The work shall begin January 1, 2021 and run continuously until reauthorization of the contract.
3. This contract may be terminated at any time prior to reauthorization upon the agreement of all parties concerned as to time of termination and amount of settlement.
4. The Idaho Transportation Department, City of Ammon, City of Idaho Falls, City of Iona, City of Ucon, Bonneville County, Federal Highway Administration and Federal Transit Administration are authorized to review and inspect the above information at any time deemed necessary. Such reviews and inspections by the Federal Highway Administration and Federal Transit Administration shall be arranged as necessary by the State.

5. The BMPO and City of Idaho Falls shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final request for the contract. Such materials shall be available for audit by authorized representatives of the Idaho Transportation Department and copies thereof shall be furnished if requested.
6. Procurement and management of property acquired for the program, including the disposition of property if the program is discontinued, will be in accordance with the property management standards set forth in the Common Rule, 49 CFR 18, Section 36.
7. The BMPO shall document the results of all work to the satisfaction of the Idaho Transportation Department and the U.S. Department of Transportation. This will include, as appropriate, the preparation of progress and final reports covering task elements of the approved Unified Planning Work Program, plans, specifications and estimates, or similar evidence of attainment of contract objectives.
8. All work to be performed shall be in compliance with the Code of Federal Regulations as stated in the Federal Register. Such compliance shall include:
 - A. Compliance with Regulations: The City of Idaho Falls will comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
 - B. Nondiscrimination: The BMPO, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex, or national origin in the selection and retention of contractors and/or subcontractors, including procurement of materials and leases of equipment. The BMPO and City of Idaho Falls will 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 8 of the Regulations.

- C. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the BMPO or the City of Idaho Falls for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the BMPO or the City of Idaho Falls of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
- D. Information and Reports: The BMPO will provide all information and reports required by the Regulations, or orders and instruction issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to the Contractor until the Contractor complies, and/or
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The City of Idaho Falls will include the provisions of paragraphs A. through F. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

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 State to enter into such litigation to protect the interests of the United States.

9. The City of Idaho Falls administrative procedures shall meet the requirements of the Common Rule of the Office of Management and Budget, 49 CFR, Part 18.
10. In consideration of the terms and obligations of this Agreement, the City of Idaho Falls will be reimbursed by the Idaho Transportation Department for the work performed by the BMPO in accordance with the approved Unified Planning Work Program/Budget as herein itemized. Costs applicable to this Agreement shall be determined according to the principles and standards given in Subpart 1-15.7 of Title 41, Code of Federal Regulations. Actual allowable costs shall be defined as follows:
 - A. Payroll Costs: The services of City personnel shall be reimbursed back to the City of Idaho Falls monthly on the basis of actual salaries paid the personnel during the course of this Contract. This item shall also include fringe benefits allocable to such salaries. The amount of fringe benefits shall be based on actual amount paid by the City of Idaho Falls. A list of names and personnel contracted by the BMPO is available upon request through the City of Idaho Falls and shall be updated whenever major changes or additions are anticipated.
 - B. General and Administrative Costs: Such costs shall include, but not be limited to: administrative, clerical and unallocated labor; employee bonuses, longevity and incentive awards; depreciation; dues and subscriptions; equipment rents; freight; employee travel; legal and accounting due to audits; general office supplies; professional fees and contract labor; office space rent; equipment repairs and maintenance; taxes and licenses; telephone; and miscellaneous expenses. The actual overhead rate incurred by the performing department, including central service type support, shall be applied to the salaries and wages of personnel doing the work to compensate for these indirect costs. Specifically excluded are bad debts, interest on borrowed capital, and State and Federal income taxes.
 - (1) Office Space Rental: BMPO shall lease office space from Boss Inc. on an annual term from November 1, 2020 to October 31, 2021. Annual rental shall be \$11,040, paid monthly in the amount of \$920.00. The rental service fee includes all staff office space, utilities, and limited janitorial services.

- C. Out-of-Pocket Costs: Out-of-pocket expenses, as incurred directly related to this program, shall be reimbursed at cost. They shall include allowable travel and subsistence, reproduction costs, computer facilities, telephone and fax services, parking, and any unusual costs associated with the project. It shall not include regular office expense such as rent, lights, normal equipment and similar expenses. Compensation for travel and subsistence shall be at the approved allowable rate for meals, lodging, incidental expense and transportation established by BMPO, but shall not exceed GSA Federal rates used by the City of Idaho Falls.

11. Payment for Services

A. Payments shall be made for services performed as stated in this Agreement by Idaho Transportation Department. Such payments will be made monthly and be based on the itemized statement, invoices or other evidences of performance furnished by the City of Idaho Falls and ratified by BMPO Policy Board. All claims for payment will be submitted in a form compatible with current practices and acceptable to the BMPO and Idaho Transportation Department.

(1) Payment will be made on the basis of 100 percent reimbursement of the actual allowable costs, this being Federal participation rate, as defined in Item 11 up to the maximum amount specified in the approved Unified Planning Work Program/Budget.

(2) Idaho Transportation Department shall make full payment of the value of such documented monthly services to the City of Idaho Falls on a monthly basis to be verified on a statement and then ratified by the BMPO's Policy Board.

B. If, at any time, the Idaho Transportation Department or the Federal Government shall determine this Agreement is not satisfactory, they may refuse to make full progress payments, and may withhold any progress payment or payments, as long as deemed necessary.

SIGNED this the 20th day of January, 2021 APPROVED:



Jim Freeman, BMPO Policy Chairman



Rebecca Noah Casper, City of Idaho Falls
Mayor