

**Memorandum of Understanding
Between The Idaho Transportation Department and
The Bonneville Metropolitan Planning Organization**

PURPOSE:

To establish an agreement whereas the Bonneville Metropolitan Planning Organization (BMPO) adopts the Idaho Transportation Department approved DBE Program Plan as the official document for implementation of the requirements of 49 CFR 26.

AUTHORITY:

49 CFR 26.21 (a) If you are in one of these categories and let DOT-assisted contracts, you must have a DBE program meeting the requirement of this part:

49 CFR 26.21 (a) (1) All FHWA recipients receiving funds authorized by a statute to which this part applies:

49 CFR 26.21 (a) (2) FTA recipients receiving planning, capital, and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year, exclusive of transit vehicle purchases, and transit vehicle manufacturers, who must submit an overall goal under Sec. 26.49;

49 CFR 26.21 (a) (3) FAA recipients receiving grants for airport planning or development who will award prime contracts exceeding \$250,000 in FAA funds in a Federal fiscal year.

RESPONSIBILITIES AND PROCEDURES:

1. ITD as a recipient of federal US DOT funding agrees to develop and maintain the DBE Program Plan.
2. ITD agrees to update as needed the DBE Program Plan.
3. ITD agrees to provide as needed information on the DBE Program Plan.
4. BMPO as a sub-recipient of federal US DOT funding agrees to adopt the ITD DBE Program Plan.
5. BMPO agrees to operate as required under the ITD DBE Program Plan.
6. BPO agrees to report to ITD all DBE participation, as required under the ITD DBE Program Plan and implemented through the ITD Standard Specifications for Highway Construction and Consultant Agreement Specifications.

LIMITATIONS:

Nothing in the Memorandum of Understanding between ITD and BMPO shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

CONTINUED:

Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This Memorandum of Understanding shall become effective upon signature of the Director of ITD and the signing authority of BMPO.

METHOD OF TERMINATION:

This Memorandum of Understanding shall remain in force unless formally terminated by either party after thirty (30) days written notice to the other party.

AMENDMENTS:


Amendments to this memorandum shall become effective upon mutual agreement and written approval by the Director of ITD and the signing authority of BMPO.

SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By  Date 11/16/09
Director

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

By  Date 11-9-2009
(Title) BMPO Chair

Approved as to form:

By  Date 9/4/09
ITD Legal Counsel