

**STATE/LOCAL AGREEMENT  
PROJECT NO. A022(441)  
WEISER TRANSPORTATION PLAN  
WASHINGTON COUNTY  
KEY NO. 22441**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF WEISER, acting by and through its MAYOR and COUNCIL, hereafter called the Sponsor.

**PURPOSE**

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A022(441), described as Weiser Transportation Plan. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-Aid participation for the project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows.

**SECTION I. GENERAL**

1. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent

revisions. Current estimated cost for development of this project is \$255,000.

2. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$18,717).
3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD> .
4. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be utilized by the Sponsor and Consultant on this project.
2. Upon receipt of appropriate documentation showing expenditure of funds for this project, reimburse the Sponsor for the Federal-aid share at the rate of 92.66%.
3. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for project development.
4. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

**SECTION III.** That the Sponsor shall:

1. Pay to the State the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State for this project. These funds will be credited towards the Sponsor's match on the project. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
2. With the assistance of the State, secure the services of a consultant through written agreement to prepare the transportation plan.
3. Make timely payment of all consultant invoices throughout the development of the project. Upon completion of the transportation plan, submit to the State copies of all allowable consultant invoices and receipts showing payment of same.
4. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
5. Upon completion of the project, provide the following to the State:
  - a. written notification of completion of the project,
  - b. one hard copy of the Transportation Plan, and
  - c. an electronic copy of the Plan.
6. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
7. Maintain all project records, including source documentation for all expenditures and in-kind

contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.

8. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Weiser.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
Division Administrator

**ATTEST:**

**CITY OF WEISER**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm: 22441

## ATTACHMENT 1

### 1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### 1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

#### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

#### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be

included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8884

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

**Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

- 1. Cancel, terminate, or suspend this agreement in whole or in part;
- 2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
- 3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
- 4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Revised: 03-09, 08-10, 08-17