

**APPENDIX D**  
COOPERATIVE AGREEMENT

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING  
FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

**Cooperative Agreement for Continuing Transportation Planning  
For the Sioux City Metropolitan Planning Area**

**Between**

**State of Iowa, Department of Transportation**

**And**

**State of Nebraska, Department of Roads**

**And**

**State of South Dakota, Department of Transportation**

**And**

**Siouxland Interstate Metropolitan Planning Council Metropolitan Planning Organization**

**And**

**City of Sioux City Transit System**

This Cooperative Agreement is made and entered into between the State of Iowa Department of Transportation, the State of Nebraska Department of Roads, and the State of South Dakota Department of Transportation (hereinafter referred to as “Departments”); The Siouxland Interstate Metropolitan Planning Council Metropolitan Planning Organization (hereinafter referred to as “SIMPCO MPO”); and the operator of publicly owned transit service (hereinafter referred to as “Transit Operator”).

**Recitals**

WHEREAS, various federal grant and aids are available to Departments and SIMPCO MPO, and various state grants and aids are available to SIMPCO MPO for carrying out metropolitan transportation planning activities; and

WHEREAS, Departments are authorized to direct undertake and expend state and federal aid for planning, promotion, and protection activities for all transportation modes; and

WHEREAS, the Governor of Iowa, The Governor of Nebraska, the Governor of South Dakota and local communities within the Sioux City Metropolitan Planning Area (hereinafter referred to as “Metro Area”), through their authorized representatives, have jointly designated SIMPCO MPO to carry out metropolitan transportation planning activities for the Metro Area; and

WHEREAS, the Transit Operator provides mass transportation services within the Metro Area; and

WHEREAS, the Transit Operator is the designated recipients, in the Metro Area for federal transit operating aids under Section 5307 of the Federal Transit Act as amended; and

WHEREAS, metropolitan transportation planning activities come under the jurisdiction of the U.S. Department of Transportation (hereinafter referred to as “USDOT”) and are subject to the metropolitan planning requirements of 23 U.S.C 134 and Section 8 of the Federal Transit Act as amended; and

## **COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

WHEREAS, metropolitan area boundaries for purposes of the federal planning provisions shall be determined by agreement between the SIMPCO MPO and the Governor of Iowa, the Governor of Nebraska, and the Governor of South Dakota.

NOW, THEREFORE, in consideration of these premises, and their mutual dependent needs, the parties hereto contract and agree as follows:

### **Article I: Statement of Purpose**

Departments and SIMPCO MPO, in cooperation with Transit Operator, shall cooperatively undertake a continuing, cooperative, and comprehensive transportation planning and programming process for the Metro Area in accordance with the state and local goals for metropolitan planning, the provisions of 23 U.S.C 134, 49 U.S.C App1607 and 23 CFR 450, as amended and in accordance with the provisions of this Agreement.

### **Article II. Overall Responsibilities**

- A. SIMPCO MPO shall be responsible for and shall be considered the lead agency in conducting the following transportation planning and programming activities pursuant to 23 CFR 450:
1. Formulating, approving, and periodically updating a multimodal transportation plan for the metropolitan area, which shall conform to all applicable federal requirements and work content and schedules.
  2. Coordinating of mid-range (3-5 year) and long-range transit planning and programming with other transportation planning and programming, with cooperation and assistance from the Transit Operator.
  3. Formulating and annually approving the transportation improvement program (TIP) for the metropolitan planning area, which shall cover a period of not less than four (4) years and may include projects outside the metropolitan area for information only.
  4. Assessing the conformity of the metropolitan area transportation plan and TIP with the State Implementation Plan for Air Quality Management.
  5. Conducting such additional air quality related transportation planning and analyses as shall be determined by a separate Agreement or Memorandum of Understanding between SIMPCO MPO and Departments.

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING  
FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

6. Formulating and annually approving the metropolitan transportation planning work program which shall identify all transportation-related planning activities to be funded with state and federal financial aids and technical assistance in accordance with the provisions of this Agreement and the time schedule adopted by Departments.
  7. Providing a forum for cooperative transportation planning and decision-making and establishing a public involvement process that ensures opportunities for early and continuing involvement of local governmental units, transit operators, and the general public in the review and evaluation of all transportation plans and programs.
  8. Considering and implementing Departments planning guidance to the fullest extent consistent with local goals.
  9. Making data, assumptions, criteria, methodology and analyses available to Departments and other participants in a timely manner.
  10. Providing Departments with copies of all transportation plans and program and all resolutions concerning their adoption or endorsement.
  11. Providing Departments with an annual self-certification that SIMPCO MPO's transportation planning process conforms with all applicable federal requirements pursuant to 23 CFR 450.
  12. Comply with ADA plan certification procedures as required in 49 CFR Section 37.139.
- B. Departments shall be responsible for and shall be considered the lead agency in conducting the following transportation planning and programming activities:
1. Informing SIMPCO MPO relative to the availability, or anticipated availability, of state and federal financial aids and technical assistance for metropolitan transportation planning activities.
  2. Providing information relative to the availability, or anticipated availability, of state and federal financial aids and technical assistance for metropolitan transportation planning activities.
  3. Providing information relative to the proposed programming of state and federal financial aids for metropolitan transportation improvements and services, which fall under state jurisdiction.
  4. Informing SIMPCO MPO about federal or state statutes, policies, regulations and guidelines, which bear upon metropolitan

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING  
FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

transportation planning and programming activities and contractual arrangements.

5. Developing strategies/overall plan concepts for plan and work program scoping to reflect federal and state planning requirements and goals.
  6. Coordinating the development of the schedule and procedures for annual submittal and interagency review and approval for the metropolitan transportation planning work program.
  7. Developing and issuing statewide guidance for the preparation of the metropolitan transportation system plans and improvement programs.
  8. Providing technical support and data and information collected or maintained by Departments that is pertinent to the transportation planning work to be performed by SIMPCO MPO under this Agreement.
  9. Developing, establishing and implementing the management and monitoring systems required by 23 U.S.C. 303.
  10. Endorsing the SIMPCO MPO transportation plan in a timely manner for use as a guide in statewide planning and programming activities.
  11. Approving the annual SIMPCO MPO TIP on behalf of the Governor.
  12. Developing the required statewide transportation plan and transportation improvement program outside of metropolitan planning areas.
  13. Formulating and updating the statewide transportation plan and transportation improvement program including the metropolitan planning areas, pursuant to the provisions of 23 U.S.C 135.
  14. Coordinating and reconciling SIMPCO MPO transportation plans and programs with statewide plans and programs as necessary to ensure connectivity within transportation system in consultation with the SIMPCO MPO.
  15. Monitoring SIMPCO MPO's transportation planning process to ensure compatibility with state and USDOT programs and objectives and to certify compliance with applicable federal requirements.
- C. Transit Operator shall be responsible for and shall be considered the lead agency in conducting the following transportation planning and programming activities:

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING  
FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

1. Preparing and updating a mid-range (3 – 5 year) transit system development program, which shall include, but not be limited to, transit system policies and service demands, transit service modifications and extensions, transit fares, and transit system capital facilities needs.
2. Providing information relative to the proposed programming of federal, state, and local funds for metropolitan transit system improvements and services, which fall under Transit Operator jurisdiction.
3. Preparing and submitting applications for state and federal mass transportation capital and operating assistance grants and administering approved grants.
4. Conducting preliminary engineering and final design studies relating to mass transportation capital facilities including, but limited to transit stations, shelters, bus stop signs, garages, maintenance buildings, operator buildings, and rolling stock.
5. Conducting detailed operational planning necessary to establish or modify transit routes, schedules, fares, stop locations, transfer points, vehicle assignments, and other operating procedures in accord with the proposals contained in the five year transit system development program.
6. Preparing and updating paratransit service plans in conformance with the Americans with Disabilities Act of 1990.
7. Endorsing the SIMPCO MPO transportation plan in a timely manner for use as a guide in local transit planning and programming activities.
8. Conducting transit marketing planning including, but not limited to , the conduct of market surveys, the design of user information materials, and the development of transit promotion programs.
9. Conducting transit management planning including, but not limited to, activities related to personnel procedures and training programs, maintenance policies, fare collection and handling procedures, and accounting practices.
10. Collecting data to meet the requirements of Section 15 of the Federal Transit Act as amended.
11. Collecting data to meet the requirements of Departments Administrative Rules.

# COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE SIOUX CITY METROPOLITAN PLANNING AREA

## Article III: Scope of Work and Geographic Area

The cooperative metropolitan transportation planning process shall be carried out in accordance with a transportation planning work program (hereinafter referred to as “Work Program”) approved by the SIMPCO MPO, Departments, and USDOT, in consultation with appropriate transportation providers, and made part of this Agreement, which shall constitute the scope of work to be performed under this Agreement.

It is the intent of this Agreement that the metropolitan transportation planning process appropriately address the seven (7) factors identified in 23 U.S.C 134.

The Work Program shall set forth a description of the specific metropolitan transportation Planning activities and products to be completed each fiscal year, the corresponding staff and budgetary requirements, and the allocation of the total costs between participating agencies. Responsibility for the following planning activities shall be identified in the Work Program, where applicable.

- A. Preparing technical and other reports to assure documentation of the development, refinement, and reappraisal of the transportation plan.

Conducting detailed corridor or sub area studies to evaluate major transportation investment alternatives and their social, economic, and environmental impacts pursuant to 23 CFR 450.

- B. Upon adoption of the Work Program by SIMPCO and approved by Departments and the USDOT funding agencies, Departments shall, in writing, authorize SIMPCO MPO to proceed with the Work Program in accordance with the terms and conditions of such approval.

The Planning Work Program may be amended during the course of the year upon written request of SIMPCO MPO and subject to (1) the written concurrence of Departments and USDOT, and (2) the availability of funding, if applicable.

- C. The cooperative metropolitan transportation planning process to be conducted under this Agreement and governed by the provisions of 23 CFR 450 shall compass the metropolitan planning area, as determined by the agreement between SIMPCO MPO and the Governor of Iowa, the Governor of Nebraska, and the Governor of South Dakota.

## Article IV: Organization and Administration

- A. The Policy Board of the SIMPCO MPO shall appoint and maintain such citizen and/or technical advisory committees as deemed appropriate to effectively carry out the

## **COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

comprehensive metropolitan transportation planning process under this Agreement. Departments and Transit Operator shall be represented on the Policy Board and/or advisory committee.

- B. SIMPCO MPO may enter into such institutional arrangements, service contracts or agency agreements as it deems necessary to carry out the scope of work under this Agreement with the understanding the SIMPCO MPO shall remain accountable for completion of planning products in accordance with the Work Program. All such contracts, subcontracts, agreements, or other written understanding for services shall conform to the appropriate provisions of 49 CFR 18 (common rule) as supplemented by 23 CFR 20 issued by Federal Highway Administration (FHWA), Federal Transit Administration (FTA) Circular 4220.1B, and any changes or revisions thereto, and other applicable guidance FTA, FHWA, or USDOT may issues.
- C. When consultants are to be employed in accomplishing work under this Agreement, all parties providing funding or technical support for such work shall have the right to review and advise on basic study methods and procedures and to review and approve subcontracts.

### **Article V: Inspection of Work**

Departments and USDOT shall, at all times during the effective period of this Agreement, be accorded proper facilities for inspection of the metropolitan transportation planning work activities and shall accordance with Article XI, have access to all data, information, records, and documents pertaining to the work under this Agreement.

### **Article VI: Work Product**

Departments, SIMPCO MPO, and Transit Operator shall give each other and applicable USDOT agencies the opportunity to review and comment on their respective reports produced under this Agreement prior to publication of the final report.

All reports and documents published by all parties under this Agreement shall give credit to all other parties and to participating USDOT agencies.

Departments and USDOT shall have the royalty-free, nonexclusive, and irrevocable right to reproduce publish, distribute, or otherwise use, and to authorize others to use, the work produced under this Agreement for governmental purposes.

### **Article VII: Prohibited Interest**



## **COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

No member, officer, or employee of SIMPCO MPO or any state or local public body during his or her tenure or for one year thereafter may have or acquire any interest whatsoever, direct or indirect, in this Agreement or proceeds thereof or any benefit arising therefrom.

No member of or delegate to the Congress of the United States of America may have or acquire any interest whatsoever, direct or indirect in this Agreement or proceeds thereof or any benefit arising therefrom.

### **Article VIII: Funding and Payment**

Funding levels and financial responsibilities for the continuing metropolitan transportation planning process shall be negotiated annually in conjunction with the preparation, review, and approval of the local matching funds, statewide allocation formulas developed in cooperation with SIMPCO MPO, and the relative benefits to participating agencies.

Upon adoption of the Work Program by SIMPCO MPO and approval by Departments and by USDOT funding agencies, the Work Program shall be deemed to constitute a part of this Agreement with respect to the scope of work and funding arrangements.

Specific terms or conditions governing the financial aspects of the Work Program will be set forth in Departments annual authorization letter.

All costs incurred during the progress of the metropolitan transportation planning work activities under this Agreement shall be shared by SIMPCO MPO following the receipt of the properly executed invoice and a detailed status of expenditures report in a format compatible with the approved Work Program.

Progress reports containing a narrative and financial account of the work accomplished to date shall be furnished by SIMPCO MPO at no greater than a quarterly interval. These reports shall be due forty-five (45) days, after the end of the first, second, and third quarters, and sixty (60) days after the final quarter. Departments may withhold or delay approval of invoices if SIMPCO MPO fails to submit progress reports or scheduled products in a timely and satisfactory manner.

### **Article IX: Cost Principals**

A. Allowable Costs. Actual costs incurred by SIMPCO MPO under this Agreement shall be eligible for reimbursement provided the costs meet the following criteria:

1. Are verifiable from SIMPCO MPO's records.
2. Are not included as match funds as prescribed by federal law or regulation for any other federally assisted program.
3. Are necessary and reasonable for proper and efficient accomplishment of the approved Work Program.

## **COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

4. Are in conformance with the standards for allowability of costs set forth in Office Management and Budget (OMB) Circular A-87, revised, and with applicable guidelines, regulations or federal agreement provisions issued by FHWA or FTA.
  5. Are not paid by the federal government under another assistance agreement unless authorized to be used as match funds under the other federal agreement and the laws and regulations governing such an agreement.
  6. Are provided for in the approved Work Program budget.
  7. No contributions where cost are not incurred, such as volunteer services or donated property, may be accepted on the non-federal share.
- B. Indirect Costs. Expenditures charged on an indirect basis shall be supported by an indirect cost allocation plan and/or indirect cost proposal. Such plans and/or proposals will be negotiated and approved by the cognizant federal agency prior to recovering any indirect costs incurred under this Agreement.

### **Article X: Property Utilization and Management**

SIMPCO MPO shall comply with the proper management standards as set forth in 49 CFR 18.31, 18.32 and 18.33, as amended, and if applicable, OMB Circular A-102, Attachment N, as amended.

### **Article XI: Records and Audits**

SIMPCO MPO shall, for the continuing, cooperative, and comprehensive transportation planning and programming process, maintain an accountable system, which adequately accounts for all funds provided for, accruing to, or otherwise received from the federal, state, and local units of government or any other quasi-public or private source under this Agreement.

All eligible costs, including paid services and expenses contributed by SIMPCO MPO, shall be charged to the approved Work Program by SIMPCO MPO and shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records and other evidence pertaining to the costs incurred by SIMPCO MPO under this Agreement shall be maintained by SIMPCO MPO and shall be clearly identified and readily accessible. Departments and USDOT shall have authority to audit review, examine, copy and transcribe any pertinent data, information, records or documents relating to this Agreement at any reasonable time. SIMPCO MPO shall retain all records and documents applicable to this Agreement for a period of not less than three (3) years after final payment is made to Departments by the federal funding agencies.

## **COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

SIMPCO MPO shall have a single, organization-wide financial and compliance audit performed by a qualified, independent auditor if required to do so under federal laws and regulations (see OMB Circular A-128, Sec. 4). This audit shall be performed in accordance with OMB Circular A-128, and state single, organization-wide audit guidelines. A copy of the audit shall be furnished to Departments.

### **Article XII: Certification Regarding Lobbying**

The SIMPCO MPO certifies, by signing this Agreement, to the best of his or her knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person of influencing attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

This certification is material represented of fact upon, which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction SIMPCO MPO issued Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The SIMPCO MPO also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceeds \$100,000 and that all such subrecipients shall certify and disclose accordingly.

### **Article XIII: Effective Date and Duration of Agreement**

This Agreement shall become effective upon execution by SIMPCO MPO, Departments, and Transit Operator and shall remain in force until terminated under provisions of Article XIV, or until superseded by a new Agreement.

This Agreement may be amended from time to time as facts or circumstances warrant or as maybe required by OMB and/or state laws, administrative regulations departmental orders, or guidelines having full force and effect of law.

### **Article XIV: Termination of Agreement**

**COOPERATIVE AGREEMENT FOR CONTINUING TRANSPORTATION PLANNING  
FOR THE SIOUX CITY METROPOLITAN PLANNING AREA**

SIMPCO MPO, Departments, or Transit Operator may terminate this Agreement by giving sixty (60) days written notice of such termination to the other party. In the even of termination, SIMPCO MPO will be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement to the effective date of such termination.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

Approved by the SIMPCO MPO Policy Board and signed this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Jason Geary  
SIMPCO MPO Policy Board Chairperson

\_\_\_\_\_ Date \_\_\_\_\_  
State of Iowa, Department of Transportation

\_\_\_\_\_ Date \_\_\_\_\_  
State of Nebraska, Department of Roads

\_\_\_\_\_ Date \_\_\_\_\_  
State of South Dakota, Department of Transportation

\_\_\_\_\_ Date \_\_\_\_\_  
City of Sioux City, Iowa Sioux City Transit System