

**AGREEMENT BETWEEN CITY OF RAPID CITY AND  
CITY OF BOX ELDER  
FOR ACCOMPLISHING THE  
RAPID CITY AREA TRANSPORTATION PLANNING PROCESS**

**THIS AGREEMENT** entered into by the City of Rapid City, hereinafter **CITY**, and the City of Box Elder, hereinafter **BOX ELDER**, is for the purpose of providing partial funding of the regional area transportation planning process study activities scheduled to be performed during calendar year 2009 as outlined in the CY 2009 Unified Planning Work Program attached to this agreement, using planning funds available from apportionments made under Subsection f, Section 104, Title 23, United States Code.

WHEREAS, the South Dakota Governor has designated Rapid City as being responsible for carrying out the provisions of Section 134 of Title 23 of the United States Code, and

WHEREAS, Federal Aid Highway Planning Funds have been apportioned to the South Dakota Department of Transportation for reimbursement of **CITY** activities, and

WHEREAS, **CITY** and **BOX ELDER** desire to cooperate to reach a formal agreement on the objectives, organization, work program preparation and Federal-Aid reimbursements for the transportation planning process, and

WHEREAS, **CITY** and **BOX ELDER** prepared a mutually acceptable CY 2009 Unified Planning Work Program which has been adopted by the Executive Policy Committee of the Rapid City Area Metropolitan Planning Organization,

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

I.

**SCOPE OF WORK**

- A. The work to be performed under the terms of this Agreement for the Rapid City Metropolitan Planning Organization Transportation Planning Process will be conducted in accordance with the CY 2009 Unified Planning Work Program included as Exhibit A.
  
- B. Technical documents and manuals prepared for use in accomplishing work programs will be submitted to the Technical Coordinating Committee for their review and comments made available to the Executive Policy Committee of the Rapid City Area Metropolitan Planning Organization.
  
- C. **CITY Responsibility:**
  - 1) Provide the necessary administration of committee and staff and consult, collaborate and coordinate with **BOX ELDER** to accomplish the tasks as contained in the CY 2009 Unified Planning Work Program.
  
  - 2) Assign qualified personnel as needed to execute the CY 2009 Unified Planning Work Program.
  
  - 3) Arrange for and conduct meetings and conferences to review work details and make presentation to the principal participants and other interested groups as will best effect cooperation and understanding in the program.
  
- D. **BOX ELDER Responsibility:**
  - 1) **BOX ELDER** shall provide to the **CITY** assistance as outlined in the CY 2009 Unified Planning Work Program.

- 2) Any digital data **BOX ELDER** creates under this Agreement shall be created in the same format as existing Rapid City Metropolitan Planning Organization Area Transportation Planning Process data.

## II.

### DURATION OF AGREEMENT

This agreement covers the period from January 1, 2009, and ending December 31, 2009. **BOX ELDER** can incur costs only on those work items of the CY 2009 Unified Planning Work Program that have been approved by the Federal Highway Administration.

## III.

### PAYMENT PROCEDURES

- A. The maximum limiting amount of this Agreement cannot be exceeded by the combined vouchering of the participating parties in the Rapid City Area Transportation Planning Process and shall not exceed fifty one thousand dollars (\$51,000) to include \$41,795 in federal funding and \$9,205 of match funding to be provided by Box Elder.
  
- B. **CITY** agrees to provide compensation on a cost reimbursement basis for the Federal participating share of eligible costs incurred for work activities specified in the approved CY 2009 Unified Planning Work Program. Compensation will be on a cost reimbursement basis by payment of 81.95 percent of the total eligible costs incurred for work activities in the approved CY 2009 Unified Planning Work Program for Federal Highway Administration PL funds and 80 percent of the total eligible costs incurred for work activities in the approved CY 2009 Unified Planning Work Program for Federal Transit Administration.

- C. Payments will be made to **BOX ELDER** not more than once each thirty (30) days and shall only be for services performed under this Agreement. **BOX ELDER** shall submit monthly time records within seven (7) days following the end of each time period. The monthly time records shall be the basis of payment pursuant hereto and shall contain a statement of the **BOX ELDER** estimate of the percentage completed and narrative description of work performed and shall be signed by a responsible representative of **BOX ELDER** certifying that all the items are true and correct for the work performed under the provisions of the Agreement. Payment shall be made subject to audit by duly authorized representatives of the South Dakota Department of Transportation. **CITY**, upon receipt of payment from the South Dakota Department of Transportation, shall make every reasonable effort to provide prompt payment to **BOX ELDER**.
- D. It is agreed that employees of **BOX ELDER** whose time is directly assignable to the program shall keep and sign a monthly time record showing the element of the program, date and hours worked, pay rates and benefits, and title of position. **BOX ELDER** must provide quarterly progress reports to **CITY**.
- E. **CITY** and **BOX ELDER** will charge specific work items as contained in the CY 2009 Unified Planning Work Program adopted by the Executive Policy Committee and approved by the Federal Highway Administration.
- F. Expenses charged to this Agreement must not exceed the dollar amount of **BOX ELDER'S** estimated costs as described in the CY 2009 Unified Planning Work Program adopted by the Executive Policy Committee and approved by the Federal Highway Administration without an amendment to the CY 2009 Unified Planning Work Program.

- A. An amendment to the CY 2009 Unified Planning Work Program is required whenever there are changes in the program affecting the composition, scope and duration of the work or any funds are to be reallocated among various line items in the CY 2009 Unified Planning Work Program.
  
- B. Amendments to the CY 2009 Unified Planning Work Program may be proposed only after consultation with the parties to this Agreement and the South Dakota Department of Transportation.
  
- C. All proposed amendments to the CY 2009 Unified Planning Work Program must be approved by the Executive Policy Committee, the South Dakota Department of Transportation and the Federal Highway Administration, and do not become effective until all approvals are secured.

**V.  
REPORTS**

Reports shall be prepared as outlined in the CY 2009 Unified Planning Work Program and, upon final approval by the Executive Policy Committee and the Federal Highway Administration, copies will be distributed to the participating agencies.

**VI.  
INSPECTION OF WORK**

The South Dakota Department of Transportation, **CITY** and authorized personnel of the Federal Highway Administration shall, at all times, be accorded proper facilities for review and inspection of the work outlined in the CY 2009 Unified Planning Work Program (Exhibit A).

**VII.  
RECORDS**

**BOX ELDER** shall maintain an accurate accounting system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost at such reasonable time and place as may be designated by **CITY** and shall permit extracts and copies thereof to be made during the contract period and for three (3) years after the date of final payment by **CITY**.

## **VIII. AUDITS**

**BOX ELDER** shall, with reasonable notice, afford a representative of the South Dakota Department of Transportation and **CITY** reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as such representative may require; shall produce and exhibit such books, accounts, documents and property as such representative may determine necessary to inspect and shall, in all things aid such representative in the performance of his duties. **BOX ELDER** shall incur all costs associated with any and all audits of **BOX ELDER** cost records if deemed necessary by the South Dakota Department of Transportation and/or **CITY**. Audit costs associated with this Agreement are not considered to be an eligible reimbursement expense under this Agreement.

## **IX. OWNERSHIP OF DATA**

Documents and all products, including digital data created under this Agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process.

## **X. PUBLICATION OR RELEASE OF INFORMATION**

- A. Product and/or compliance of material under this Agreement subject to copyright shall not be copyrighted without written approval of the South Dakota Department of Transportation and the **CITY**.
- B. Either party to this Agreement may initiate a request for publication of any report or portions thereof. In the event of failure of agreement between **CITY** and **BOX ELDER**, each party reserves the right to publish independently, in which event, nonconcurrence of the other party shall be set forth if requested.
- C. Publication by either party shall give credit to the other party.

**XI.**  
**CLAIMS**

Each party agrees to indemnify, save and hold harmless the other party, and all its agents and employees, of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of, the work to be performed by either party. It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Workmen's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged, any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party. Each party agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting a claim of whatever character arising as a result of its actions.

**XII.**  
**SUBCONTRACTING**

All agreements or contracts pertinent to the Work Program and subject to partial reimbursement under this Agreement shall be submitted to the South Dakota Department of Transportation and **CITY** for review prior to final execution and shall be approved by the Executive Policy Committee, South Dakota Department of Transportation and the Federal Highway Administration. All consultant and/or subcontracting selection procedures shall comply with 23 CFR 172. All subcontracts must contain all of the provisions of this agreement.

**XIII.**  
**NONDISCRIMINATION**

**BOX ELDER** agrees to comply with the requirements of the extract from Executive Order 11246 and Appendix A of Title VI of the Civil Rights Act of 1964, identified as Exhibit B attached hereto and hereby, by this reference, made a part of this Agreement. **BOX ELDER** agrees to submit quarterly Title VI (Civil Rights) Statement of Contractor Reports.

**IVX.**  
**TRAVEL**

All travel by **BOX ELDER** which utilizes funds in accordance with this Agreement, shall be on the basis of the rules of the State Bureau of Finance and Management then in force and also subject to procedures established for Third Party Contracts pertaining to all South Dakota Department of Transportation Employees.

**XV.**  
**TERMINATION OF AGREEMENT**

**BOX ELDER** and **CITY** each reserve the right to terminate this Agreement by a thirty (30) day written notice by either party to the other party.



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

**CITY OF RAPID CITY**

**CITY OF BOX ELDER**

BY: \_\_\_\_\_  
Alan Hanks, Mayor

BY: \_\_\_\_\_  
Al Dial, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
James F. Preston, City Finance Officer

\_\_\_\_\_  
City Finance Officer

\_\_\_\_\_  
Curt Nupen, Chairman  
Executive Policy Committee  
Rapid City Area Metropolitan Planning  
Organization

**APPROVED AS TO FORM:**

By: Michael Schad  
Mike Schad, Assistant City Attorney

Exhibit A

# Rapid City Area Metropolitan Planning Organization

2009

## UNIFIED PLANNING WORK PROGRAM



Prepared by the  
City of Rapid City, Pennington County,  
Meade County, City of Box Elder,  
South Dakota Department of Transportation

In cooperation with the  
U.S. Department of Transportation  
Federal Highway Administration  
Federal Transit Administration

Date: October 16, 2008

---

**Table of Contents**

**General Acronyms** ..... iii

**Introduction** ..... 1

**Metropolitan Planning Organization Structure** ..... 1

**Federal Guidelines** ..... 3

**Funding** ..... 4

**Unified Planning Work Program Section 1 – Federal Highway Administration Activities** ..... 5

**Personnel Services** ..... 5

**Professional Services/Consultants** ..... 9

**Capital Resources** ..... 11

**Unified Planning Work Program Section 2 – Federal Transit Administration** ..... 12

**Long Range Transportation Planning (44.23.02)** ..... 12

**Transportation Improvement Program (44.25.00)** ..... 12

**Process Operations (44.21.00)** ..... 13

**Other Planning – Transit (44.27.00)** ..... 14

**2009 Unified Planning Work Program Budget Spreadsheet** ..... 15

## General Acronyms

<b>3-C</b>	Continuing, Comprehensive and Cooperative Transportation Planning
<b>ADA</b>	Americans With Disabilities Act of 1990. Mandates changes in building codes, transportation, and hiring practices to prevent discrimination against persons with disabilities. This act affects all existing and new public places, conveyances, and employers. The significance of ADA in transportation will be most apparent in transit operations, capital improvements, and hiring practices.
<b>BIT</b>	South Dakota Bureau of Information and Telecommunications
<b>CAC</b>	Citizens' Advisory Committee of the Metropolitan Planning Organization
<b>CFR</b>	Code of Federal Regulations
<b>CIP</b>	Capital Improvement Program
<b>EPC</b>	Executive Policy Committee of the Metropolitan Planning Organization
<b>FDP</b>	Fugitive Dust Plan
<b>FHWA</b>	Federal Highway Administration
<b>FTA</b>	Federal Transit Administration
<b>FY</b>	Fiscal Year
<b>GIS</b>	Geographic Information Systems
<b>CTPP</b>	Census Transportation Planning Package
<b>ITS</b>	Intelligent Transportation Systems
<b>L RTP</b>	Long Range Transportation Plan
<b>LTP</b>	Local Transportation Programs
<b>MPO</b>	Metropolitan Planning Organization
<b>NTD</b>	National Transit Database
<b>PEA</b>	Planning Emphasis Area

---

<b>PL</b>	Metropolitan Planning Funds that have been set aside for transportation planning activities in Urbanized Areas.
<b>PTS</b>	Public Transportation System
<b>RCATSA</b>	Rapid City Area Transportation Study Area
<b>RTAB</b>	Rapid Transit Advisory Board
<b>RFP</b>	Request for Proposals
<b>SCNAFLUP</b>	Southeast Connector Neighborhood Area Future Land Use Plan
<b>Section 5303</b>	Federal Transit Administration mass transportation planning funds.
<b>Section 5307</b>	Federal Transit Administration program that provides capital and operating assistance to urbanized areas.
<b>Section 5310</b>	Federal Transit Administration program that provides capital assistance to organizations that provide transportation services to elderly and disabled persons.
<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. This five-year highway bill was approved in the year 2005, and carries on the previously established emphasis towards developing a balanced transportation system, including public transit, bicycle and pedestrian modes, and environmental and social consequences.
<b>SDDOT</b>	South Dakota Department of Transportation
<b>STIP</b>	State Transportation Improvement Program
<b>TAZ</b>	Traffic Analysis Zone
<b>TCC</b>	Technical Coordinating Committee of the Metropolitan Planning Organization
<b>TDP</b>	Transit Development Plan
<b>TIP</b>	Transportation Improvement Program
<b>USC</b>	United States Code
<b>UPWP</b>	Unified Planning Work Program
<b>USDOT</b>	United States Department of Transportation

## **Introduction**

The purpose of the Unified Planning Work Program (UPWP) is to describe the annual activities, planning studies, and products to be developed by the Metropolitan Planning Organization (MPO) over a year time. The Unified Planning Work Program identifies who will be involved with the work tasks and the anticipated product or outcome. The Unified Planning Work Program also identifies funding for these tasks which includes total programmed expenditures for each one. The Metropolitan Planning Organization and its coordinating agencies work together to define work activities which will be performed over the year. The City of Rapid City oversees this work program in accordance with the agreements among the City of Rapid City, the City of Box Elder, Pennington County and Meade County. The South Dakota Department of Transportation (SDDOT), Ellsworth Air Force Base, the Federal Highway Administration (FHWA), and the local school districts also participate in the development of the Unified Planning Work Program as members of the Technical Coordinating Committee.

Input from local entities is pursued during the development of the Unified Planning Work Program to ensure all transportation issues within the Rapid City Metropolitan Planning Organization's boundaries are considered. It is important to obtain input from the Federal Highway Administration, the South Dakota Department of Transportation, the City of Rapid City, the City of Box Elder, Pennington County, Meade County and Rapid Transit to ensure the work program covers all aspects of transportation.

Once the state allotments have been established by the Federal Highway Administration and the Federal Transit Administration (FTA), the Metropolitan Planning Organization funding allocation is developed by the South Dakota Department of Transportation in conjunction with the South Dakota Metropolitan Planning Organizations. The FHWA and FTA approve the allocation amount and a contract is entered between the Metropolitan Planning Organizations and the South Dakota Department of Transportation to conduct the work tasks found in the Unified Planning Work Program.

## **Metropolitan Planning Organization Structure**

Effective transportation planning requires coordination and integration of all modes of travel. Good planning also involves input from the community to ensure common goals and community interests are addressed. The Metropolitan Planning Organization process includes citizens, technical experts and elected officials in adopting planning documents. The organizational structure consists of the Citizens' Advisory Committee (CAC), the Technical Coordinating Committee (TCC), and the Executive Policy Committee (EPC). This structure allows input from all three groups for transportation decisions.

The Citizens' Advisory Committee is comprised of private citizens whose involvement concerning transportation issues provides valuable input into the planning process. This committee ensures the public is included in the transportation planning process

and that public interests are considered for regional transportation decisions. Membership of the Citizens' Advisory Committee consists of nine voting members representing various sections of the Rapid City Area Metropolitan Planning Organization community. The current membership of this committee is as follows:

<b>Citizens' Advisory Committee Members</b>		
Sandra Burns	Dennis Landguth	Laura Myers
Tom Bodensteiner	Adeline Kalmbach	Joe McCarty
Cal Wiest	Marc Jacobs	Matthew Fitting

The Technical Coordinating Committee consists of planners, engineers, safety officials, airport officials, school officials and representatives from federal and state agencies who all provide technical review and guidance to the Metropolitan Planning Organization. This group makes recommendations to the Executive Policy Committee concerning the adoption and approval of all transportation plans and programs such as the Long Range Transportation Plan, the Transportation Improvement Program, and various reports, studies and plans developed for the Metropolitan Planning Organization. The current active membership of the Technical Coordinating Committee is as follows:

<b>Technical Coordinating Committee Members</b>	
Monica Heller	Metropolitan Planning Organization Administration
Dale Tech	Rapid City Public Works – Engineering Division
John Less	Rapid City Public Works – Traffic Engineering
Don Brumbaugh	Rapid City Public Works – Street Division
Klare Schroeder	Rapid City Public Works – Urban Systems Engineer
Rich Sagen	Rapid City Public Works – Rapid Transit System
Jennifer Eckman	Rapid City Regional Airport Administration
Lt. James Johns	Rapid City Police Department, Traffic Division
Bob Dominicak	Rapid City Growth Management Department
Dan Jennissen	Pennington County Planning Department
Roy Boschee	Pennington County Drainage Coordinator
Hiene Junge	Pennington County Highway Department
Chief Deputy Brian Mueller	Pennington County Sheriff's Office
Kirk Chaffee	Meade County Director of Equalization
Bill Rich	Meade County Highway Department
	Meade County Sheriff's Department, Traffic Division
Mike McMahan	City of Box Elder
Bob Eben	Ellsworth Air Force Base
Dan Staton	South Dakota Department of Transportation - Rapid City
Brad Remmich	South Dakota Department of Transportation – Division of Planning and Engineering
Bruce Lindholm	South Dakota Department of Transportation – Office of Finance and Management, Local Transportation Programs

Ron Mincks	Rapid City School District
Dr. Loren Scheer	Douglas County School District
James Heinert	Meade County School District
Mark Hoines *	Federal Highway Administration

\*Denotes non-voting membership

The Executive Policy Committee (EPC) is the decision making body of the Metropolitan Planning Organization and is composed of locally elected officials, representatives from federal and state agencies, and other agencies interested in transportation planning for the region. The primary function of this group is to ensure federal guidelines are followed and that the development of the regional transportation system follows a coordinated, continuing, cooperative and comprehensive process. The current membership of the Executive Policy Committee includes the following:

<b>Executive Policy Committee Members</b>	
Alan Hanks	Mayor, City of Rapid City
Al Dial	Mayor, City of Box Elder
Ethan Schmidt	Vice-Chairman, Pennington County Commission
Nancy Trautman	Representative, Pennington County Commission
Bob Mallow	Chairman, Meade County Commission
Curt Nupen	Representative, Meade County Commission
Deb Hadcock	Representative, Rapid City Council
Bill Griffiths	Representative, Box Elder City Council
Cameron Humphres	Representative, Rapid City Regional Airport
Jerry Shoener	Representative, South Dakota Transportation Commission
Marcia Elkins*	Executive Director, Metropolitan Planning Organization
Brad Remmich*	South Dakota Department of Transportation – Division of Planning and Engineering
Mark Hoines *	Federal Highway Administration
Vacant *	Ellsworth Air Force Base

\* Denotes non-voting membership

The three committees operate under the Federal regulations established by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These regulations define the procedures and organization of the Metropolitan Planning Organization process.

## Federal Guidelines

Included with SAFETEA-LU are eight (8) factors required for consideration in the planning process. The Unified Planning Work Program includes work tasks to be accomplished over the fiscal year which will address these requirements. These eight (8) factors include:



1. Supporting the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increasing the safety of the transportation system for motorized and non-motorized users.
3. Increasing the security of the transportation system for motorized and non-motorized users.
4. Increasing the accessibility and mobility options available to people and for freight.
5. Protecting and enhancing the environment, promoting energy conservation, and improving the quality of life.
6. Enhancing the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promoting efficient system management and operation.
8. Emphasizing the preservation of the existing transportation system.

## Funding

The two funding sources utilized in this work program are Federal Highway Administration Planning Funds for transportation planning related activities and Federal Transit Administration Section 5303 funds for transit planning activities. The City of Rapid City, Pennington County, Meade County and the City of Box Elder will provide the local match for the funding categories utilized by each entity at the following ratios:

FHWA PL	18.05% Local	81.95% Federal
FTA (49 U.S.C. 5303)	20.00% Local	80.0% Federal

Federal Transit Administration Section 5303 Funds and Federal Highway Administration Metropolitan Planning funds budgeted in this program are based on the estimated 2009 allocation and distribution formula as agreed upon by the Metropolitan Planning Organization member agencies and the South Dakota Department of Transportation and are to be spent solely on Metropolitan Planning Organization tasks.

A comprehensive budget is contained at the back of this document. The budget sheet identifies individual tasks, programmed funds for each task and the funding source. All Unified Planning Work Program activities may allow contracts with

outside parties upon receipt of approval of the South Dakota Department of Transportation and the Executive Policy Committee.

An Annual Report, prepared within 180 days after the end of each calendar year, will contain the financial statements of the Rapid City Area's Unified Planning Work Program. The report will include a summary of staff activities accomplished over the previous year.

## **Unified Planning Work Program Section 1 - Federal Highway Administration Activities**

### **Personnel Services**

These Unified Planning Work Program activities directly relate to a comprehensive, cooperative and continuing planning process emphasized within SAFETEA-LU. One that promotes, preserves and produces an efficient intermodal transportation system which supports economic development while improving security and safety.

#### ***2009 Work Activities:***

1. Staff will participate in the 2009 Rapid City Area Metropolitan Planning Organization Transportation Planning Certification Process. The South Dakota Department of Transportation will conduct a certification review with the Metropolitan Planning Organization on an as-needed basis. The Executive Policy Committee will self-certify the local transportation planning process. Environmental justice compliance will be addressed as part of the certification review.
2. Staff will coordinate the execution of the annual Metropolitan Planning Funds and Transit planning agreements among the South Dakota Department of Transportation, City of Rapid City, City of Box Elder, Meade County and Pennington County.
3. Staff will coordinate and develop the 2010 Rapid City Area Metropolitan Planning Organization Unified Planning Work Program. The cost of staff time, public notices, and printing costs will be included in this activity.
4. Staff will coordinate with the South Dakota Department of Transportation to consolidate all consultant contracts and unobligated funding into the current Unified Planning Work Program.
5. Staff will prepare demographic profiles based on best available information (2000 US Census Bureau and local building permit data) to enhance the environmental justice requirements.
6. Staff will prepare the update to the Fugitive Dust Plan as needed.

7. Staff will continue updating and revising Metropolitan Planning Organization planning documents as needed including, but not limited to, the Public Participation Plan, the Operations Plan, the Bikeway/Walkway Plan, the Transit Development Plan, the Coordinated Public Transit – Human Service Transportation Plan, the Functional Classification Map and the Long Range Transportation Plan.
8. Staff will maintain the Metropolitan Planning Organization's accounting and vouchering system, whereby participants in the local transportation planning process are reimbursed for eligible transportation planning work activities.
9. Staff will monitor work activities outlined in the 2009 Unified Planning Work Program and submit vouchers either monthly or quarterly for reimbursement of eligible transportation planning work activities.
10. Staff will monitor the implementation of grant activities and present Unified Planning Work Program budget amendments as necessary.
11. Staff will attend committee meetings, transportation planning meetings, and public meetings throughout the planning year. Staff will discuss and distribute information regarding the transportation planning process and transportation improvements.
12. Staff will continue to work with human service providers to assure representation of their needs in transportation planning and the Coordinated Transit Plan.
13. Staff will undertake supporting activities of the Metropolitan Planning Organization committees and the planning process including, but not limited to, the following: coordinating and staffing meetings and public hearings, developing committee agendas and taking meeting minutes, assembling and distributing meeting packets, posting and publishing public notices, developing reports and documents, managing committee membership, maintaining the Transportation Planning website, and distributing information.
14. Staff will attend/participate in various training courses, conferences, seminars, workshops and other activities related to professional development. The cost of training, travel and lodging, including staff time will be included in this activity. In-state and out of state travel must be approved by the South Dakota Department of Transportation via written travel request and justification in advance of the event. E-mail correspondence is an acceptable form of transmittal.
15. Staff will participate in Federal Highway Administration, Federal Transit Administration, and/or South Dakota Department of Transportation training opportunities and events which pertain to the operations and planning process of the Rapid City Area Metropolitan Planning Organization.

16. Staff, when requested, will assist member agencies of the Metropolitan Planning Organization with the development of their Comprehensive Plans. Assistance provided under the Unified Planning Work Program will be limited to land use assessments, street plan updates, tasks associated with the development of the travel demand model and the preparation of Geographic Information Systems generated maps.
17. Staff will assist communities within the Metropolitan Planning Organization in the preparation of Geographic Information Systems maps for land use data on an as needed basis.
18. Staff will develop, monitor and maintain the Geographic Information System database and Traffic Analysis Zone data for the Metropolitan Planning Organization area.
19. Staff will participate in agency professional memberships and subscriptions related to transportation planning.
20. Staff will review United States Department of Transportation regulations, guidance, and circulars, and review best practices information, from other sources, to ensure compliance with regulations.
21. Staff will maintain inventories of transportation information required for transportation planning. Specific inventories include traffic counts and turning movement counts. New data will be gathered and existing inventories will be updated and shall be available for Metropolitan Planning Organization functions.
22. Metropolitan Planning Organization member agencies may maintain inventories of data necessary for transportation planning. Inventories may include traffic counts, turning movement counts and crash statistics. This data will be collected and updated for the Metropolitan Planning Organizations use.
23. Traffic information, inventories and data gathering efforts will be coordinated with staff and transportation specialists from the South Dakota Department of Transportation.
24. Staff will cooperate with South Dakota Department of Transportation efforts to expand the Global Positioning System (GPS) control for South Dakota. As Global Positioning System data becomes available, it will continue to be used to establish accurate Geographic Information Systems position data.
25. Staff will maintain and update geographic information systems base inventory maps of the natural and man-made resources, features, and environmentally sensitive areas that could be adversely affected by changes in the region's transportation system. Geographic Information Systems staff will continue to expand the use of coordinate geometry to input plat information.

26. Staff will continue to add land use and socio-economic data to the Geographic Information Systems database.
27. Staff will conduct public involvement activities as identified in the Participation Plan.
28. City and County staff will review proposed land use changes and developmental proposals to determine their anticipated effects on the existing and future transportation system.
29. Staff will update socio-economic data, prepare socio-economic forecasts, and prepare the residential land use reports.
30. Staff will maintain the travel demand forecasting model.
31. Staff will analyze impacts related to land use and transportation system coordination on a corridor/study area basis.
32. Staff will prepare the 2010-2014 Transportation Improvement Program. The Transportation Improvement Program will be developed, adopted, and distributed in compliance with all federal, state, and local requirements. The Transportation Improvement Program shall include all transportation improvements planned by the member agencies within the Rapid City Metropolitan Planning Organization area for the 2010-2014 period, including both federal and non-federal funded projects.
33. Staff will evaluate all transportation improvement projects for consistency with the Long Range Transportation Plan.
34. Staff will account for life-cycle costs when comparing project estimates with projected financial resources.
35. Staff will study and continue the process of implementing a pavement management system.
36. Staff will continue to analyze crash statistics city-wide. A critical rate analysis method to identify high crash locations and program safety improvements is employed by the Rapid City Engineering Services Division. This process will be continued and the Crash Statistics and Analysis Report will be produced.
37. Staff will evaluate potential and existing safety issues for pedestrians and vehicles.
38. Staff will coordinate with agencies with an interest in the areas of land use management, environmental resources, environmental protection, conservation, and historic preservation.

39. Staff will provide for consideration and implementation of projects, strategies, and services to increase the ability of the transportation system to support homeland security and to safeguard the personal security of all motorized and non-motorized users.
40. A year-end summary of work and financial activities will be provided to the South Dakota Department of Transportation.
41. Staff may participate in activities associated with the transportation planning process which are not described in this Unified Planning Work Program only with prior agreement of the South Dakota Department of Transportation. These activities will need to meet the comprehensive, cooperative, and continuing transportation planning process.
42. Staff will undertake the required activities necessary to administer, manage and complete the projects and studies identified in the 2009 Work Activities under Professional Services/Consultants contained herein.
43. Staff will implement the Long Range Transportation Plan (LRTP).
44. Staff will implement all requirements of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).
45. Staff will participate with the development, management and implementation of the Long Range Transportation Plan update to include: TAZ update, travel demand modeling, network development, model validation, development of socio-economic data, development and update of inputs into the travel demand model, and coordinating the public process.
46. Staff will assist with the coordination, preparation for and organization of the 2010 Census, including TAZ boundary definition.
47. Staff will coordinate the development and approval of future land use plans for developing areas within the Metropolitan Planning Organization boundary.

### **Professional Services/Consultants**

These activities address both identified and unanticipated problems and needs that occur during the course of the work program year. Contractual services with consultants or other professionals to conduct studies and other Unified Planning Work Program activities shall be identified by a corresponding program year.

#### ***2009 Work Activities:***

1. Staff will complete preliminary work on Request for Proposals and other necessary documentation.

2. Request for Proposals will be distributed, consultant selection procedures will be followed, and, contracts will be prepared and executed. Staff will be responsible for contract preparation, contract execution, and project management.
3. Staff will request approval from the Metropolitan Planning Organization committees the implementation of special studies as identified in the Unified Planning Work Program. Work under this task may include coordination of meetings, budget preparation, and special analysis.
4. Staff will conduct transportation-related comprehensive planning, to include land use and major street plans within the Rapid City Metropolitan Planning Organization's planning study area.
5. Staff will undertake required activities necessary to administer, manage and complete the following projects and studies to the extent of available funding:
  - a. Complete a corridor analysis of Mount Rushmore Road that would develop: Forecast traffic volumes for the corridor, recommendations for addressing any identified traffic safety issues, recommendations for enhancing pedestrian and non-motorized facilities and alternatives for streetscape improvements.
  - b. Complete the review and approval process for the Sheridan Lake Road Neighborhood Area Future Land Use Plan.
  - c. Conduct a corridor analysis of old Highway 14/16 through the City of Box Elder including turning movement and traffic volume counts, to determine if traffic counts warrant the installation of traffic signs/signals, signage changes or alternate routes.
  - d. Conduct a corridor and access assessment including development of alternatives for an additional access to the Chapel Valley Area.
  - e. Begin the 2035 Long Range Transportation Plan Update.
  - f. Complete a pedestrian study to assess pedestrian safety issues in accessing the Civic Center, especially pedestrian crossings of Omaha Street, Eighth Street and Fifth Street.
  - g. Collect data needed to conduct transportation planning tasks identified in the Unified Planning Work Program.
  - h. Add the future land use and socio-economic data to the Geographic Information Systems geodatabase for the Northeast, Elk Vale Road, North Rapid, US Highway 16, South Robbinsdale, Downtown/Skyline Drive and Airport Neighborhood Areas.

- i. Complete the review and approval process for the Piedmont Valley, Ellsworth, and Black Hawk Neighborhood Area Future Land Use Plans.
- j. Complete a corridor analysis of Elk Creek Road that would develop alignments for the corridor and recommendations for addressing any identified traffic safety issues.

## **Capital Resources**

These activities include the capital investments necessary to carry out the transportation planning process.

1. The following will be acquired, as needed, to support the transportation planning process: computer hardware, software (including software upgrades) and peripheral devices; printing and plotting devices; recording equipment; traffic counters; digital aerial photos; digital contour maps; public notices; reference materials; and commercial printing and printing supplies.\*
2. All computers purchased with state funds must be in compliance with the Governor's moratorium.\*

*\* Federal approval is required before purchase of any item over \$5,000.*

*All capital purchases will be reviewed by the South Dakota Department of Transportation prior to acquisition. A letter of justification for the requested purchase and the cost of the requested purchase must be submitted to the South Dakota Department of Transportation. A minimum of three (3) quotes must be provided if the requested item is not going to be purchased in accordance with the State Purchasing Contract.*

*It is recommended that computer hardware and software be purchased in accordance with the State Purchasing Contract whenever possible. If the desired hardware or software is not available from the state bid list, it must be approved by the Bureau of Information and Telecommunications (BIT) prior to acquisition. A minimum of three (3) quotes must be provided with the justification for the requested hardware or software and the criteria for emergency purchase of computer hardware or software must be followed.*

*A letter explaining and justifying all emergency purchases must be signed by the head of the respective department. This process is being established in order to avoid confusion regarding authorization in an emergency.*

*Application for exemption from moratorium may be made in writing to the South Dakota Department of Transportation Metropolitan Planning Coordinator. Each exemption should include the following information:*



1. *A description of the item to be purchased and indication of its compatibility with state government information systems.*
2. *Cost of the item as well as an explanation of how the item is funded.*
3. *An explanation of how this piece of equipment or software will impact state government.*
4. *The name and phone number of a contact person in your department.*

## **Unified Planning Work Program Section 2 - Federal Transit Administration Activities**

### **Long Range Transportation Planning (44.23.02)**

#### ***2009 Work Activities:***

1. Staff will review proposed land use changes and development proposals to determine their anticipated effects on the existing and future transportation system.
2. Staff will continue to analyze long-term public transportation needs and funding requirements.
3. Staff will participate in the land use development process, special studies, transportation planning, project design and the review of implications on the public transportation system.
4. Socio-economic data will be integrated with the Public Transportation System and the City/County Geographic Information Systems.

### **Transportation Improvement Program (44.25.00)**

#### ***2009 Work Activities:***

1. Staff will prepare the public transportation portion of the Capital Improvement Program and the 2010-2014 Transportation Improvement Program (TIP). The Transportation Improvement Program will be developed, adopted, and distributed in compliance with all federal, state, and local requirements. The Transportation Improvement Program shall include the five-year plan for proposed capital and operating expenditures for public transportation and will identify potential funding sources.
2. All transportation improvement projects will be reviewed for their impacts on intermodal facilities and routes within the urbanized area and the region and for consistency with the Long Range Transportation Plan.
3. Staff will account for life-cycle costs when comparing specific project cost estimates to estimates of available financial resources.

4. Staff will evaluate and monitor the transit system's operational characteristics in order to identify necessary changes.
5. Staff will identify short-range improvements to the public transportation system and will continue to analyze the feasibility of various transit and paratransit service options.

### **Process Operations (44.21.00)**

#### ***2009 Work Activities:***

1. Staff will participate in the 2009 Rapid City Area Metropolitan Planning Organization Transportation Planning Certification Review. The South Dakota Department of Transportation will conduct the review and the Executive Policy Committee will self-certify the local transportation planning process. Environmental Justice Compliance will be assessed as part of the Certification review.
2. Staff will monitor work activities outlined in the 2009 Unified Planning Work Program and submit vouchers for reimbursement of eligible transportation planning work activities.
3. Staff will monitor the implementation of grant activities and present Unified Planning Work Program budget amendments, as necessary, to be acted upon by the transportation planning committees.
4. Staff will attend transportation planning committee meetings, other process related meetings, and public meetings throughout the planning year. Staff will discuss and distribute information regarding the transportation planning process and transportation improvements.
5. Staff will review United States Department of Transportation regulations, guidance, and circulars, and review best practices information, from other sources, to ensure compliance with regulations and consider cutting-edge ideas.
6. Staff will continue to participate in regular meetings with non-profit transportation providers to assist with the development, implementation and monitoring of the Coordinated Public Transit- Human Service Transportation Plan.
7. Staff will verify that the public transportation implications of the Americans with Disabilities Act (ADA) are being pursued.
8. Staff will participate with the development, management and implementation of the Transit Development Plan.

9. Staff will participate with the development, management and implementation of the Long Range Transportation Plan to include, but not limited to, TAZ updating and development, travel demand modeling, and development of socio economic data and other inputs into the travel demand model.

### **Other Planning - Transit (44.27.00)**

#### ***2009 Work Activities:***

1. Staff will attend/participate in various training courses, conferences, seminars, workshops, etc. The cost of the training, travel and lodging, and staff time for such training will be included in this activity.
2. Staff will purchase agency subscriptions to transportation-related literature.
3. Staff may complete other transit-related planning activities and special studies as approved by the transportation planning committees.

**2009 UNIFIED PLANNING WORK PROGRAM BUDGET SPREADSHEET**

<b>FHWA Budget Sheet (81.95%)</b>					
	Box Elder	Rapid City	Meade County	Local Transportation Programs	Total
Personnel Services		\$329,883			\$329,883
Professional Services/Consultants	\$51,000	\$178,581	\$115,000		\$344,581
Capital Resources		\$ 10,000			\$ 10,000
<b>Total Cost</b>	<b>\$51,000</b>	<b>\$518,464</b>	<b>\$115,000</b>		<b>\$684,464</b>
FHWA Amount 81.95%	\$41,795	\$424,881	\$ 94,242		\$560,918
Local Match 18.05%	\$ 9,205	\$ 93,583	\$ 20,758		\$ 123,546
<b>FTA Budget Sheet (80.00%)</b>					
	Box Elder	Rapid City	Meade County	Local Transportation Programs	Total
Long Range Transportation - 44.23.02		\$ 79,331			\$ 79,331
Transportation Improvement Program – 44.25.00		\$ 26,088		\$3,760	\$ 29,848
Process Operations – 44.21.00		\$ 2,408		\$4,240	\$ 6,648
Other Planning (Transit) – 44.27.00		\$ 480			\$ 480
<b>Total Cost</b>		<b>\$108,307</b>		<b>\$8,000</b>	<b>\$116,307</b>
FTA Amount 80%		\$ 86,646		\$6,400	\$ 93,046
Local Match 20%		\$ 21,661			\$ 21,661
LTP Match				\$1,600	\$ 1,600
<b>Combined Totals</b>	<b>\$51,000</b>	<b>\$626,771</b>	<b>\$115,000</b>	<b>\$8,000</b>	<b>\$800,771</b>

## EXHIBIT B

### COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this contract, **BOX ELDER** and **CITY** agree as follows:

- 1) Compliance with Regulations: **BOX ELDER** and **CITY** shall each comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the 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.
- 2) Nondiscrimination: **BOX ELDER** and **CITY**, with regard to the work to be performed by either of them after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, creed, age, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. **BOX ELDER** and **CITY** 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 B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by **BOX ELDER** or **CITY**, for work to be performed under a subcontract, including procurements of materials or equipment, each agree that each potential subcontractor or supplier shall be notified by either party of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, creed, age, sex or national origin.
- 4) Information and Reports: **BOX ELDER** and **CITY** shall each provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to each of their

books, records, accounts, other sources of information, and its facilities as may be determined by **CITY** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of **BOX ELDER** or **CITY** is in the exclusive possession of another who fails or refuses to furnish this information, they shall so certify to **CITY**, the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) Sanctions for Noncompliance: In the event of the **BOX ELDER'S** or **CITY'S** noncompliance with the nondiscrimination provisions of this contract, **CITY** shall impose such contract sanctions as it, the south Dakota Department of Transportation, or the Federal Highway Administration, may determine to be appropriate including, but not limited to,
  - a. Withholding of payments to either party, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
- 6) Incorporation of Provisions: **BOX ELDER** and **CITY** each agree to include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. **BOX ELDER** and **CITY** will take such action with respect to any subcontract or procurement as **CITY**, the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event either party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, either party may request **CITY** or **BOX ELDER** to enter into such litigation to protect the interests of **CITY** or **BOX ELDER**, and in addition, either party may request the United States to enter into such litigation to protect the interests of the United States.