

JOINT POWERS AGREEMENT

BONNEVILLE METROPOLITAN PLANNING ORGANIZATION

WHEREAS, pursuant to 23 U.S.C. 105(d) and 134(a) and pursuant to UMT Act (49 U.S.C. 5303(a) and 23 C.F.R. 450, Subpart C, the parties hereto are required to engage in an urban transportation planning process as a prerequisite for eligibility for federal funding of transportation services within the urbanized area surrounding and enjoining the territorial boundaries of the parties hereto; and

WHEREAS, for the purpose of fulfilling their obligations and responsibilities under said statute and regulations, the parties desire to identify and establish a Metropolitan Planning Organization for the purpose of coordinating urban planning activities and carrying out required planning and programming pursuant to such statutory and regulatory mandates; and

WHEREAS, pursuant to the Idaho Joint Powers Act (Idaho Code § 67-2326 to § 67-2334 inclusive) the parties hereto are authorized to enter into a Joint Powers Agreement for the purpose of jointly exercising their powers, privileges and authority under the laws of the State of Idaho.

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. CREATION AND NAME OF AGENCY

There is hereby created a joint agency to be known as the Bonneville Metropolitan Planning Organization (hereinafter referred to as "BMPO"). Such agency shall assume the execution of the powers set forth herein effective November 17, 2005, or upon approval of this Agreement by the Secretary of State or the State of Idaho, pursuant to Idaho Code §67-2329, whichever shall last occur.

ARTICLE II. NATURE OF AGENCY

The BMPO created hereby shall be considered to be a joint agency of the parties hereto and as a joint agency of such constituent members (hereinafter referred to as "Members") shall have all rights, powers and privileges as may be lawfully and expressly delegated to the BMPO and no others. Any act, undertaking, liability or obligation incurred or caused in excess of such delegated authority shall be deemed to be *ultra vires* and shall not be binding upon any of the members. Notwithstanding the foregoing, the BMPO may exercise all implied powers that may be implied from any express delegation of powers and as may be necessary to fully effectuate and accomplish the express powers so delegated herein.

ARTICLE III. PURPOSE

The purpose of BMPO is to provide a forum for cooperative decision-making by the members according to the Federal legislative and regulatory requirements specified in 23 U.S.C. 134, and Section 3(a)(2), 4(a), 5(g)(1), and 5(1) of the Urban Mass Transportation Act of 1964, as amended 49 U.S.C. 1602(a)(2), 1603(a), and 1604(g)(1) and (1) and 23 CFR 450. The purpose of the Agreement is also to establish a forum for discussion and study of transportation planning problems of mutual interest and concern, and to facilitate the development of policy, action, and recommendations for the solution of such problems.

**ARTICLE IV.
PLANNING AREA DEFINED**

The metropolitan planning area shall consist of a twenty-year growth boundary as defined and depicted in Exhibit "A" attached hereto. The boundary shall include all the area within the legal boundaries of the cities of Ammon, Idaho Falls, Iona and Ucon and the unincorporated area of Bonneville County located within the twenty-year growth boundary, as shown on Exhibit "A" attached hereto. Such metropolitan area may be adjusted and modified from time to time by joint resolution or agreement of all the parties hereto.

**ARTICLE V.
MEMBERSHIP**

Section 1. Membership of the BMPO are the following public agencies:

**City of Ammon
City of Idaho Falls
City of Iona
City of Ucon
Bonneville County**

The following public agencies are currently members of the BMPO, committed to paying a contribution for voting membership:

**Idaho Transportation Department
Targhee Regional Public Transportation Authority**

Section 2. Voting membership in the BMPO shall be limited to a "Public Agency" as defined in Idaho Code § 67-2327. Additional "Public Agencies" may become members of the BMPO by i) adoption of a resolution by the governing board of the "Public Agency", agreeing to become bound by and subject to the terms and conditions of this Joint Powers Agreement, and ii) adoption of a joint resolution signed by all members of the BMPO accepting such "Public Agency" as a new member.

Section 3. The members of the BMPO may, by joint resolution of the governing board of the members allow any other political subdivision, special purpose district or governmental agency of the State of Idaho to join the BMPO as an *ex officio* member of the BMPO. Such *ex officio* member shall be entitled to receive notice of and participate in all meetings of the BMPO but shall have no right to vote any matter coming before the Policy Board of the BMPO. *Ex officio* members shall become members of the BMPO only upon unanimous approval by each member of the BMPO.

Section 4. Any member may withdraw from membership in the BMPO by giving written notice thereof to the clerk of every member, and such withdrawing member's membership shall thereafter terminate at the expiration of the current fiscal year of the BMPO, provided however in the event such notice is not given or completed more than three (3) months prior to the end of such fiscal year, then such withdrawing member's membership shall terminate at the expiration of the succeeding fiscal year.

Section 5. Upon withdrawal of any member which does not cause automatic dissolution of the BMPO, such member shall forfeit all rights, interest, claim or entitlement in and to any of the funds, assets, payables or other property of any kind of the BMPO. In the event any withdrawal causes automatic dissolution of the BMPO, then and in such event, all of such assets, tangible or intangible, shall then be forthwith distributed to each of the members in accordance with the percentages set forth in Section 1, Article IX.

Any *ex officio* member of the BMPO may be expelled or removed from membership of the BMPO by unanimous resolution by all of the members of the BMPO.

ARTICLE VI. DURATION

The duration of the BMPO shall be perpetual so long as membership in the BMPO is comprised of one (1) or more members.

ARTICLE VII. POWERS

Section 1. The BMPO shall have the following powers, duties and responsibilities:

- A. Make application for grants, financial aid or enter into agreements with the United States of America, acting by and through the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) or with the Idaho State Department of Transportation for the purpose of obtaining financial aid, grants or other program assistance necessary to facilitate or otherwise carry out the BMPO's planning programs and prerogatives.
- B. Recommend to the members appropriate policies for dealing with State and Federal governments in matters of concern to the members and to advise or provide input regarding legislation that may be deemed detrimental or beneficial to the members.
- C. Provide a forum for discussion of policy input from member agencies and to consider and coordinate public policies relating to the metropolitan transportation planning process.
- D. Formulate and recommend transportation policies, plans, and programs for formal adoption by the implementing agencies.
- E. Every five years, or as needed, review and adopt a multi-modal Long Range Transportation Plan that ranks transportation projects within the metropolitan area and is responsive to and in accordance with approved goals and objectives.
- F. Review and adopt an annual Transportation Improvement Program (TIP) that includes a Program of Projects of three to six years.
- G. Review and adopt an annual Unified Planning Work Program (UPWP) and to recommend to the members a budget for the ensuing fiscal year, including the contracting and financing of any special services to be performed by the BMPO.
- H. Coordinate and administer transportation studies authorized under the UPWP approved by the members.
- I. Review technical and citizen input and consider recommendations from these sources.
- J. Ensure the planning process adequately addresses requirements of the Joint Regulations issued by FTA and FHWA.

**ARTICLE VIII.
POLICY BOARD**

- Section 1. The governing body of BMPO shall be the Policy Board.
- Section 2. Members of BMPO shall consist of the following representatives; each of whom shall give one (1) vote in matters coming before the Policy Board:
- City of Ammon - One Elected Official
City of Idaho Falls - Four Elected Officials
City of Iona - One Elected Official
City of Ucon - One Elected Official
Bonneville County - One Member of the County Commission
Idaho Transportation Department District 6 - One Member
Targhee Regional Public Transportation Authority - One Member
- These representatives shall be appointed by their respective governing bodies and shall remain on the Policy Board until they resign or are replaced by the governing body of the public agency.
- Section 3. A quorum for purposes of transaction business shall consist of fifty percent (50%) attendance of the members of the Policy Board. All actions shall be taken by a majority of the members present at any meeting. A member may be considered present as authorized by Idaho Code Section 67-2342(5). In the case a quorum is not present at any meeting, members may be polled at a later date to determine their position. If members are polled to determine a position on any agenda item, the agenda item will be scheduled for ratification at the next regular meeting.
- Section 4. Regular and special meetings of the BMPO shall be called and conducted in the manner set forth in By-Laws adopted by a majority vote of the Policy Board.
- Section 5. Each representative shall serve without compensation from BMPO and at the pleasure of the governing body of the appointing agency. Representatives shall be entitled to reimbursement of expenses incurred in the performance of their duties for the BMPO.
- Section 6. The Policy Board shall choose a Chair, Vice-Chair, Secretary and such other officers as it may determine from among its voting membership. Such officers shall have the duties and responsibilities as may be set forth in the By-Laws.

**ARTICLE IX.
BUDGET AND OPERATIONAL EXPENSE**

- Section 1. All operational, administrative expenses, liabilities, expenses and costs of any kind, name or nature arising out of the operation and management of the BMPO shall be shared among the parties. The monies to be paid by ITD and TRPTA are to be set by resolution of the Policy Board. The amount to be paid by the cities of Ammon, Idaho Falls, Iona and Ucon and Bonneville County shall be determined by the following formula:

**Estimated population of the local government (divided by)
Total estimated population of the BMPO planning area**

Section 2.

- A. On or before May 1 of each fiscal year, the BMPO shall deliver to each of the members a proposed budget of expenses for the upcoming fiscal year. Such budget shall set forth the projected revenues and expenses of the BMPO for the upcoming fiscal year. Such costs shall include but not be limited to all administrative, clerical and employee expense, benefits, equipment, insurance, travel, accounting, legal and professional, office supplies, postage, office space rental, repairs, maintenance, utilities, janitorial services, interest, and other costs and expenses of every name, kind and nature, including but not limited to the establishment of reasonable and prudent reserves.
- B. On or before June 1 of each fiscal year, each member shall submit to the Policy Board comments, proposed modifications and/or objections to such proposed budget.
- C. On or before July 1 of each fiscal year, the BMPO shall make and submit to the members any revisions or modifications based upon such comments.
- D. On or before August 1 of each fiscal year, the members shall then by concurrent resolution adopt a proposed budget for the upcoming fiscal year, and each member's share of such budget shall thereafter be submitted to and included within the annual appropriation ordinance of each of the members hereto.

Section 3. Unless otherwise agreed in writing by all of the members, each parties' share of the budget and operational expense of the BMPO shall be due and payable in four (4) equal quarterly installments, each respectively due on October 1, January 1, April 1, and July 1 of each year. All installment payments shall be paid to Bonneville County who shall act as Fiscal Agent for the BMPO for the purpose of accepting, collecting, holding, accounting for and disbursing all revenues and monies necessary for the operation and maintenance of the BMPO.

Section 4. The members shall enter into a Cooperative Fiscal Agreement for the purpose of providing for the operation of the BMPO, including but not limited to provisions providing for personnel, labor, office supplies, employee benefits, overhead, office space, utilities, equipment, travel, meals, lodging, and other expenses associated with the operation of the BMPO. The Cooperative Agreement will remain in effect until such time that it is agreed by all members to adjust and/or modify the aforementioned provisions.

**ARTICLE X.
DISSOLUTION AND WITHDRAWAL**


Section 1. Any member may withdraw from this Joint Powers Agreement at any time, by giving notice to each of the other members of its intent to withdraw. Such withdrawal shall become effective at the expiration of the fiscal year during which such notice was given, provided that in the event notice is given on or after July 1 of any fiscal year, then and in such event the withdrawal shall not become effective until the expiration of the succeeding fiscal year.

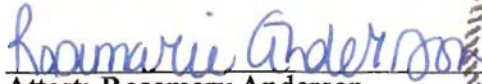
Section 2. This Joint Powers Agreement shall be deemed to be automatically dissolved upon the effective date a withdrawal of any member the effect of which is to reduce the number of members to less than two (2).


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of November, 2005.


Attest: Diane Gempler
Ammon Clerk




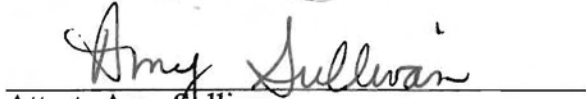

CITY OF Ammon
Mayor Bruce Ard

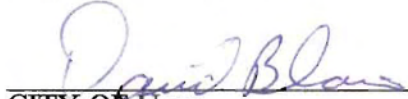

Attest: Rosemary Anderson
Idaho Falls Clerk


CITY OF Idaho Falls
Mayor Jared Fuhrman

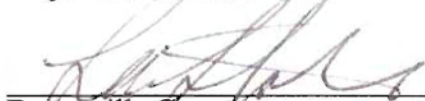

Attest: Betty McKinlay
Iona Clerk


CITY OF Iona
Mayor Brad Andersen



Attest: Amy Sullivan
Ucon Clerk

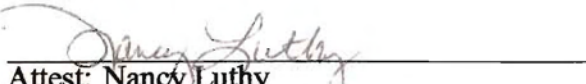

CITY OF Ucon
Mayor David Blain


Attest: Ron Longmore
Bonneville County Clerk

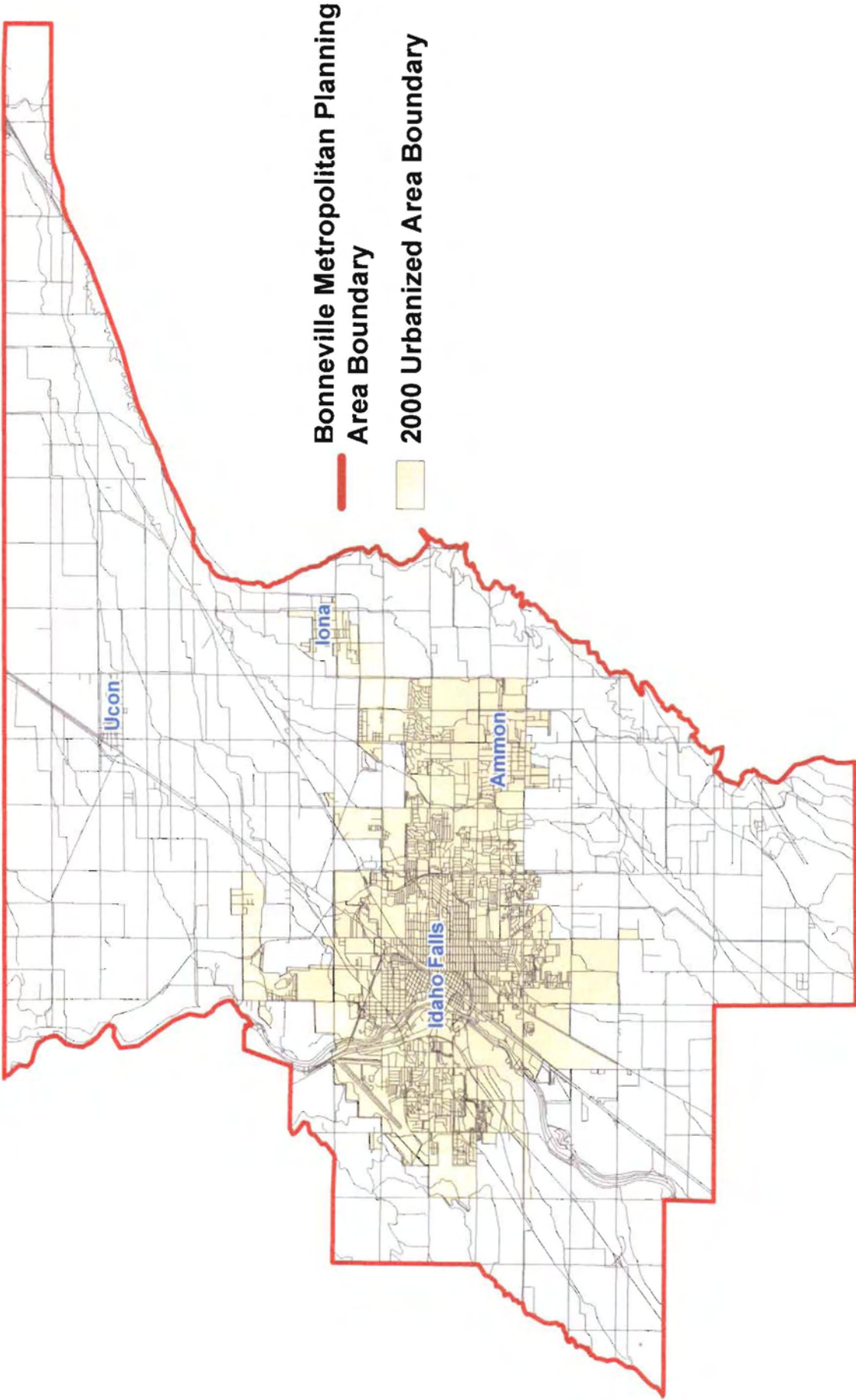

Bonneville County
Commissioner Lee Staker


Attest: Lynn Seymour
TRPTA Director


Targhee Regional Public Transportation Authority
TRPTA Board Member Jake Cordova


Attest: Nancy Luthy
ITD District 6


Idaho Transportation Department
ITD District 6 Engineer Tom Cole



**RESOLUTION ADOPTING JOINT
POWERS AGREEMENT**

Bonneville Metropolitan Planning Organization (BMPO)

THIS AGREEMENT, made and entered into this 17th day of November, 2005, by and between the STATE OF IDAHO, acting by and through the Idaho Transportation Department, and the CITY OF AMMON, CITY OF IDAHO FALLS, CITY OF IONA, CITY OF UCON, and BONNEVILLE COUNTY, all of which are political subdivisions of the STATE OF IDAHO, and the agencies of ITD DISTRICT 6 and TARGHEE REGIONAL PUBLIC TRANSPORTATION AUTHORITY.

WHEREAS, the Ammon/Idaho Falls/Iona area is designated by the Bureau of Census as an "Urbanized Area;" and

WHEREAS, the implementation of an urban transportation planning process in Urbanized Areas is a prerequisite for program approvals pursuant to 23 U.S.C. 105(d) and 134(a), section 8(c) UMT Act (49 U.S.C. 1607[c]), and 23 C.F.R. 450, Subpart C; and

WHEREAS, Federal authority for transportation planning requirements rest in 23 U.S.C. 134; and

WHEREAS, Federal requirements for transportation planning as set forth in 23 C.F.R. 450.108, require that the responsibilities for cooperatively carrying out transportation planning and programming shall be clearly identified in an agreement between the state and the metropolitan planning organization which prescribe the means by which their activities will be coordinated, and whereas such regulation contemplates that other agreements may also be entered into between the metropolitan planning organization and operators of public mass transportation services specifying cooperative procedures for carrying out the required planning and transportation programming; and

WHEREAS, the BMPO was designated by the Governor of the State of Idaho as the official metropolitan planning organization for the Ammon/Idaho Falls/Iona urbanized area; and

WHEREAS, on February 12, 1992, the parties entered into a Cooperative Agreement under the terms of which the parties agreed to form the BONNEVILLE METROPOLITAN PLANNING ORGANIZATION (hereinafter referred to as the "BMPO"); and

WHEREAS, the parties desire to terminate the previous Cooperative Agreement and reconstitute and/or reorganize the BMPO, all as set forth herein; and

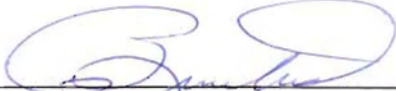
WHEREAS, Ammon, Idaho Falls, Iona, Ucon and Bonneville County and the agencies of ITD District 6 and TRPTA desire to enter into a Joint Powers Agreement pursuant to the provisions of Idaho Code § 67-2326 through § 67-2334, inclusive for the purpose of engaging in comprehensive


transportation planning of the Ammon/Idaho Falls/Iona/Ucon/Bonneville County metropolitan planning area embracing all modes of transportation in a manner that will serve the State and local communities efficiently and effectively, and to establish a continuing study process for implementing and updating the study in accordance with the needs of the area.


NOW THEREFORE, it is agreed as follows:

1. The Cooperative Agreement dated February 12, 1992, between the parties be and hereby is terminated, effective November 17, 2005.
2. That Ammon, Idaho Falls, Iona, Ucon, Bonneville County, ITD District 6 and TRPTA hereby agree to and do hereby enter into a Joint Powers Agreement in the form set forth as Exhibit "A" attached hereto and by this reference made a part hereof, for the purpose of organizing, operating, and constituting the BMPO.
3. That all rights, powers, duties, obligations, liabilities and undertakings of the prior BMPO be and hereby are assumed by the BMPO as so reconstituted and the ITD shall be and hereby is relieved of any further liability or obligation with respect to such rights, duties, and obligations arising out of or otherwise related to said Cooperative Agreement. It is further agreed that the constituent members of the reconstituted BMPO shall indemnify and hold the ITD harmless from any claim, action, demand, obligation, or liability arising out of the operation of the BMPO under the terms and conditions of such Cooperative Agreement. The ITD further agrees to and does by these presence, hereby relinquish any and all interest in any assets, property, accounts, monies, supplies, furnishing or other property owned by the BMPO.
4. All funds, accounts, monies, current assets, equipment, supplies, furnishings or other personal property of any kind shall remain as property of the BMPO subject to disposition in accordance with the Joint Powers Agreement attached hereto as Exhibit "A".

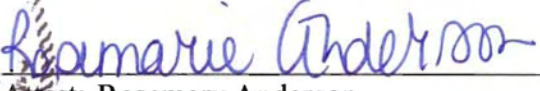
IN WITNESS WHEREOF, the parties have caused these presents to be executed.

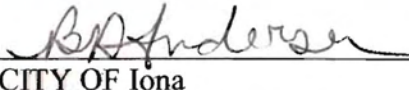

CITY OF Ammon
Mayor Bruce Ard

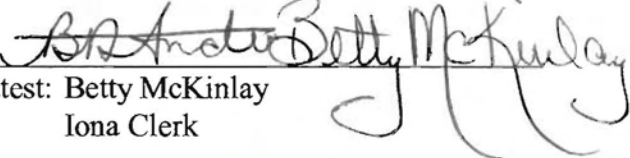

Attest: Diane B. Gempler
Ammon Clerk

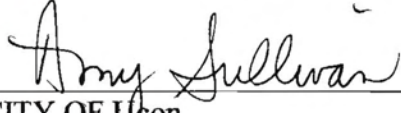

CITY OF Idaho Falls
Mayor Jared Fuhrman

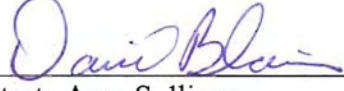


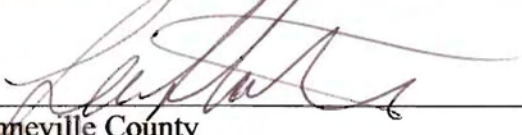

Attest: Rosemary Anderson
Idaho Falls Clerk

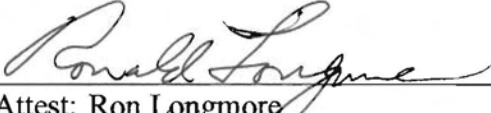

CITY OF Iona
Mayor Brad Andersen

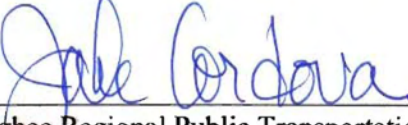

Attest: Betty McKinlay
Iona Clerk

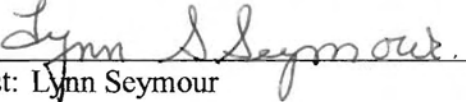

CITY OF Ucon
Mayor David Blain

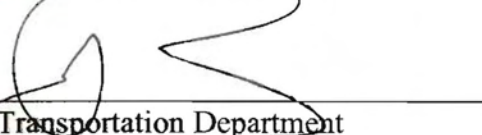

Attest: Amy Sullivan
Ucon Clerk

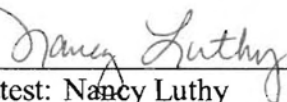

Bonneville County
Commissioner Lee Staker


Attest: Ron Longmore
Bonneville County Clerk


Targhee Regional Public Transportation Authority
TRPTA Board Member Jake Cordova


Attest: Lynn Seymour
TRPTA Director


Idaho Transportation Department
ITD District 6 Engineer Tom Cole


Attest: Nancy Luthy
ITD District 6 Business Manager


Idaho Transportation Department
Transportation Planning Administrator Charles Rountree


Attest: Pat Marler
ITD Transportation Planning Business Manager