AGREEMENT NUMBER _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND ENGINEERING
OFFICE OF PROJECT DEVELOPMENT

SUB-RECIPIENT AGREEMENT
BETWEEN

City of Rapid City, South Dakota
300 Sixth Street
Rapid City SD 57701

Referred to in this Agreement as the Sub-Recipient

State of South Dakota
Department of Transportation
Office of Project Development
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the State

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

   a. Sub-Recipient's name: city of Rapid City, South Dakota

   b. Sub-Recipient's DUNS number: 057222119 and unique entity identifier: 12055002

   c. Federal Award Identification Number (FAIN): The parties understand and agree the FAIN will be provided by the State to the Sub-Recipient upon completion of the federal form 292 and submission of the form by the State to the Federal Highway Administration (FHWA), and information will also be retained on file with the State.

   d. Federal award date: The parties understand and agree the federal award date will be provided by the State to the Sub-Recipient upon completion of the federal form 292 and submission of the form by the State to the Federal Highway Administration (FHWA), and information will also be retained on file with the State.

   e. Sub-award period of performance: December 1, 2018 to June 30, 2021

   f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: $972.117.00

   g. Total amount of federal funds obligated to the Sub-Recipient: $972,117.00

   h. Total amount of the federal award committed to the Sub-Recipient: $972,117.00

   i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: CY2019 Rapid City Area MPO Unified Planning Work Program

   j. Name of federal awarding agency: Federal Highway Administration and Federal Transit Administration
   pass-through entity: South Dakota Department of Transportation
   contact information for awarding official of the pass-through entity:
   Brad Remmich
   700 East Broadway Avenue
   Pierre SD 57501

k. CFDA No. and name: 20.205; Highway Planning and Construction

l. Is the grant award for research and development (R&D)? Yes ☐ No ☒

m. Indirect Cost Rate for federal award: 0.00%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement will be effective on January 1, 2019, and will end on December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

i. The Governor of the State of South Dakota has designated the Sub-Recipient as being responsible for carrying out the provisions of Section 134 of Title 23 of the United States Code (U.S.C.) and Section 5303 of Title 49 of the U.S.C.

ii. Federal-Aid Highway and Transit Planning Funds have been apportioned to the State for reimbursement of the Sub-Recipient's activities.

iii. The Sub-Recipient, acting on behalf of the local units of government, and the State want to cooperate to reach formal agreement on the objectives, organization, work program preparation, and Federal-Aid reimbursements for the Transportation Planning Process.

iv. The Sub-Recipient and the State will prepare a mutually acceptable Unified Planning Work Program which must be adopted by the Sub-Recipient.

b. PURPOSE:

The purpose of this Agreement is to provide partial funding of the metropolitan planning area study activities scheduled to be performed during calendar year (CY) 2019, as outlined in the CY 2019 Unified Planning Work Program, attached to and made a part of this Agreement by reference, using planning funds available from apportionments made under Title 23, U.S.C., Section 104, subsection (f)(4), and Title 49, United States Code, Section 5303.

c. SCOPE OF PROJECT:

i. The work to be performed under the terms of this Agreement for the Rapid City Metropolitan Transportation Planning Process will be conducted in accordance with the CY 2019 Unified Planning Work Program incorporated in this Agreement by reference as **Attachment D**.

ii. The Sub-Recipient's Responsibilities:

1. The Sub-Recipient, acting by and through the Metropolitan Planning Organization's Board, is responsible for administration of the planning process in accordance with Section 134 of Title 23 of the U.S.C. and Section 5303 of Title 49 of the U.S.C.

2. The Sub-Recipient will provide a secretary for the Citizens Advisory Committee, Technical Coordinating Committee, and the Metropolitan Planning Organization's Board meetings (held for purposes of transportation planning relative to Section 134 of Title 23 of the U.S.C. and Section 5303 of Title 49 of the U.S.C.) to record

committee action and to distribute meeting minutes to committee members and other interested persons.

3. The Sub-Recipient will assure the accomplishment of work activities identified in the Unified Planning Work Program.

4. The Sub-Recipient will schedule and conduct meetings and conferences pertaining only to transportation planning relative to Section 134 of Title 23 of the U.S.C. and Section 5303 of Title 49 of the U.S.C.

5. The Sub-Recipient will review work activities and involve the principal participants and other interested groups in a continuing, cooperative, and comprehensive transportation planning that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals.

6. The Sub-Recipient will submit technical documents and manuals prepared for use in accomplishing work activities to the Technical Coordinating Committee for its review and comment. Upon completion of the Technical Coordinating Committee's review, the technical documents and manuals will then be submitted to the Metropolitan Planning Organization's Board for review and comment.

7. The Sub-Recipient will disseminate information on all documents prepared under this Agreement to the local members for their review and comments.

iii. The State's Responsibilities:

1. The State will administer the funds apportioned to South Dakota in accordance with Federal Highway Administration policies and procedures for Section 134 of Title 23, of the U.S.C. and Federal Transit Administration policies and procedures for Section 5303 of Title 49 of the U.S.C.

2. The State will provide staff assistance to the Sub-Recipient and other assistance as necessary to implement the Unified Planning Work Program.

3. The State will transmit to the Sub-Recipient any documents developed by the State that affect the local governmental entities comprising the Sub-Recipient for review prior to submittal to the Federal Highway Administration and Federal Transit Administration to assure that the local concerns are properly addressed.

4. BASIS FOR SUBAWARD AMOUNT:

a. The maximum limiting amount will not exceed Nine Hundred Seventy-two, One Hundred Seventeen dollars ($972,117.00), and cannot be exceeded by the combined vouchering of the participating parties in the Rapid City Transportation Planning Process and for which this Agreement will be effective.

b. The maximum distribution of Federal Highway Administration Planning Funds is Nine Hundred Seventy-two, One Hundred Seventeen dollars ($972,117.00), for which this Agreement will regulate and be accountable for are as follows, until amended, for work in the CY 2019 Unified Planning Work Program.

c. The State will provide compensation to the Sub-Recipient on a cost reimbursement basis for the federal participating share for eligible costs incurred for work activities in the approved CY 2019 Unified Planning Work Program. Compensation for Federal Highway Administration Planning Funds 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 2019 Unified Planning Work Program and for Federal Transit Administration Planning Funds will be on a cost

reimbursement basis by payment of 80 per cent of the total eligible costs incurred for work activities in the approved CY 2019 Unified Planning Work Program. Eligible costs are defined in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

d. The State will make payment to the Sub-Recipient not more than once every four (4) weeks for costs incurred for services performed under this Agreement. The Sub-Recipient will submit direct vouchers within twenty (20) days following the end of the period covered by the account. The direct vouchers will be the basis of payment and will include supporting documentation for all allowable costs. Duly authorized representatives of the State will provide an interim audit of each voucher. The State, upon receipt of the direct vouchers, will provide payment to the Sub-Recipient of all allowable, documented costs within thirty (30) days of receipts of the voucher. Costs documented at a later date may be reimbursed on a subsequent voucher.

e. The Sub-Recipient agrees that employees of the Sub-Recipient whose time is directly assignable to the program will keep and sign a time sheet record showing the element of the program, date and hours worked, and title of position.

f. The Sub-Recipient will charge specific work items as contained in the approved CY 2019 Unified Planning Work Program. The Sub-Recipient will provide the State with the Sub-Recipient's annual progress report.

g. All travel by the Sub-Recipient which will use funds in accordance with this Agreement will be on the basis of the company policy and also subject to preauthorization by the State. Estimates of travel by the Sub-Recipient's staff which will use funds in accordance with this Agreement for CY 2019 are identified in the CY 2019 Unified Planning Work Program.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the same. At the discretion of the State, monitoring may include, but is not limited to, the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to: temporary withholding of payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been

resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, along with the Federal Highway Administration, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and will have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends $750,000.00 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If the Sub-Recipient expends less than $750,000.00 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The

Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and a udit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and

d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

a. For purposes of this Agreement, “Date of Completion” means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 5.

b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.

d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.

e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.

f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.

g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.

h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State’s prior written consent.

2. REPORTS

Reports will be prepared as outlined in the Unified Planning Work Program, reviewed by the participating agencies, and then made available to the Sub-Recipient.

3. INSPECTION OF WORK

The State and the Sub-Recipient will, at all times, be accorded proper facilities for review and inspection of each other’s work as outlined in the approved CY 2019 Unified Planning Work Program. In addition, the State and the Sub-Recipient will also, at all times, provide proper facilities for review and inspection of this same work to authorized personnel of the Federal Highway Administration and the Federal Transit Administration.

4. RECORDS AND AUDITS

a. All charges will be subject to audit in accordance with current State procedures and CFR Title 48, Part 31.2.

b. The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred under this Agreement, and c osts will be clearly identified with activities performed under this Agreement.

c. Upon reasonable notice, the Sub-Recipient will allow the State or Federal Highway Administration representatives to have access to and the right to examine all records of the Sub-Recipient related to this Agreement during the Sub-Recipient's normal business hours. The Sub-Recipient will keep all records for a period of three (3) years after the date of final payment by the State under this Agreement and all other pending matters are closed.

5. TERMINATION

Either party may terminate this Agreement by giving thirty (30) days' written notice to the other.

6. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

7. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

8. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

9. CIVIL RIGHTS

The Sub-Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation issued the Act. The Sub-Recipient will submit, upon request, quarterly Title VI (Civil Rights) State of Contractor report to the State. The Sub-Recipient will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments.

10. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient, with the Sub-Recipient's own staff or by subcontract with other public agencies, will perform work valued at not less than fifty percent (50%) of the Agreement amount excluding specialized services. The Sub-Recipient will submit to the State all agreements or contracts pertinent to the Work Program and subject to partial reimbursement under this Agreement for review and approval prior to final execution and will be approved by the Sub-Recipient. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and t o reject any person or entity presenting insufficient skills or inappropriate behavior.

11. CLAIMS

The Sub-Recipient will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the Sub-Recipient performing services under this Agreement. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents, or employees. It is further agreed that no employee of the other party, and no

claim that may or might arise under the South Dakota Workers' Compensation Act on behalf of said employee, while so engaged on any of the work or services provided to be rendered in this Agreement, will be the obligation or responsibility of the other party.

12. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **ATTACHMENT A** and made a part of this Agreement.

13. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

15. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

16. TITLE VI ASSURANCE

The Sub-Recipient will be bound by **ATTACHMENT B**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E."

17. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of $100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **ATTACHMENT C**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

18. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Brad Remmich
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Rapid City, South Dakota
Attn: Patsy Horton
300 Sixth Street
Rapid City, South Dakota 57701

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

19. FUNDING

The payment of public funds under this Agreement is subject to the availability of Metropolitan Planning Organizations Federal Highway Administration and Federal Transit Administration funds appropriated by Congress.

20. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement who present insufficient skills or inappropriate behavior.

21. CONFLICT OF INTEREST

The Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

C. GRANT SPECIFIC PROVISIONS

1. OWNERSHIP OF DATA

Documents and all products of this Agreement are to be the joint property of the State and the Sub-Recipient in the Transportation Planning Process.

2. PUBLICATION OR RELEASE OF INFORMATION

a. The Sub-Recipient will not copyright material developed under this Agreement without written authorization from the State, the Federal Highway Administration, and the Federal Transit Administration. The State, the Federal Highway Administration, and the Federal Transit Administration reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work under this Agreement for government purposes.

b. Either party to this Agreement may initiate a request for publication of any report or portion thereof. In the event of failure of agreement between the State and the Sub-Recipient, each party reserves the right to publish independently, in which event non-concurrence of the other party will be set forth, if requested.

c. All reports published by the State or the Sub-Recipient will contain a credit reference to the Federal Highway Administration and Federal Transit Administration such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration."

3. UNIFIED PLANNING WORK PROGRAM ACCEPTANCE AND MODIFICATION

a. Changes in the program may be made only after consultation with and approval in writing by the parties to this Agreement and the Federal Highway Administration.

b. Decisions affecting the composition, scope, and duration of the work will be subject to approval by the parties to this Agreement prior to proceeding with the program.

c. If, as project work progresses, major changes are deemed necessary, adjustment for pay or modification in the scope of the work will be by a letter supplement to this Agreement.

4. AUTHORIZATION

The Sub-Recipient has designated the city of Rapid City, South Dakota's Mayor as the Sub-Recipient's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Sub-Recipient. A copy of the city of Rapid City's Council minutes or resolution authorizing the execution of this Agreement by the Mayor on behalf of Sub-Recipient as the Sub-Recipient's authorized representative is attached to this Agreement as **ATTACHMENT E**.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

SIGNATURE PAGE FOLLOWS

City of Rapid City, South Dakota

By: _____

Its: Mayor

Date: _____

Attest:

_____
City Finance Officer/Clerk

(City Seal)

Attest:

_____
City Attorney

Rapid City Metropolitan Planning Organization

By: _____

Its: Chairman, Executive Policy Committee

Date: _____

State of South Dakota
Department of Transportation

By: _____

Its: Secretary

Date: _____

Recommended:

By: _____

Its: Director of Planning and Engineering

Date: _____

By: _____

Its: Project Development Program Manager

Date: _____

ATTACHMENT A

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Sub-Recipient, as a sub-recipient of Federal Highway Administration and Federal Transit Administration funds, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

The Sub-Recipient certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform Federal Highway Administration or South Dakota Department of Transportation.

The Sub-Recipient certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the Sub-Recipient.

City of Rapid City, South Dakota

By: _____

Its: Mayor

Date: _____

EXHIBIT B

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 d *et seq*. [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq*.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

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ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer of employee of any 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 Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).

v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Attachment D

Rapid City Area Metropolitan Planning Organization

2019
UNIFIED PLANNING
WORK PROGRAM



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

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

"The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

Rapid City Area Metropolitan Planning Organization provides services without regard to race, color gender, religion, national origin, age or disability, according to the provisions contained in SDCL 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994.

Any person who has questions concerning this policy or who believes they have been discriminated against should contact Patsy Horton, Rapid City Area Metropolitan Planning Organization Title VI Coordinator at 394-4120.

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General Acronyms

ADA 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.

CAC Citizens' Advisory Committee of the Metropolitan Planning Organization

CIP Capital Improvement Program

EPC Executive Policy Committee of the Metropolitan Planning Organization

FAST Act Fixing America's Surface Transportation Act

FHWA Federal Highway Administration

FTA Federal Transit Administration

GIS Geographic Information Systems

LRTP Long Range Transportation Plan

MPO Metropolitan Planning Organization

PL Metropolitan Planning Funds that have been set aside for transportation planning activities in Urbanized Areas. Funding is on an 81.95% - 18.05% federal/local basis.

SDDOT South Dakota Department of Transportation

SECTION 5307 Federal Program for capital improvements, i.e. terminals, shelters, mechanical equipment other than buses, computers, office equipment, etc. These funds, formerly known as Section 9 funds, have been available since FY 1984 through the Urban Mass Transportation Act of 1964 as amended by the Federal Transit Act of 1991. They provide resources for planning, capital and operating assistance. The match on planning and capital is 80% federal and 20% local; while the operating subsidy is 50% federal and 50% local.

SECTION 5310 These funds, formerly known as Section 16 funds, are available through the Urban Mass Transportation Act of 1964 as amended. This authorizes capital grants to non-profit organizations to assist in

providing transportation for the elderly and the handicapped. FTA provides 80% of the costs for equipment, and the 20% match must come from other than federal funds.

SECTION 5339 A formula program that provides funding for capital projects to replace, rehabilitate, and purchase buses and bus-related equipment, and to construct bus-related facilities. This program was established under Moving Ahead for Progress in the 21st Century (MAP-21), replacing the previous Section 5309 discretionary program established under the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

TAZ Traffic Analysis Zone

TCC Technical Coordinating Committee of the Metropolitan Planning Organization

TIP Transportation Improvement Program

UPWP Unified Planning Work Program

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 one-year period. The UPWP identifies who will be involved with the work tasks and the anticipated product or outcome. The UPWP also identifies funding for these tasks which includes total programmed expenditures for each one. The MPO 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, the City of Summerset, the City of Piedmont, Pennington County and Meade County. The South Dakota Department of Transportation (SDDOT), Ellsworth Air Force Base, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and the local school districts also participate in the development of the UPWP as members of the Technical Coordinating Committee.

Input from local entities is pursued during the development of the UPWP to ensure all transportation issues within the Rapid City MPO boundary are considered. A boundary map is included for reference. It is important to obtain input from the FHWA, FTA, the SDDOT, the City of Rapid City, the City of Box Elder, the City of Summerset, 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 FHWA and the FTA, the MPO funding allocation is developed by the SDDOT in conjunction with the South Dakota MPOs. The FHWA and FTA approve the allocation amount and a contract is entered between the MPOs and the SDDOT to conduct the work tasks found in the UPWP.

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 MPO 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 CAC is composed of private citizens whose involvement concerning transportation issues provides valuable input into the planning process. This committee ensures that the public is included in the transportation planning process and that public interests are considered in regional transportation decisions. Membership of the CAC consists of nine voting members representing various sections of the Rapid City Area MPO community. The current membership of this committee is as follows:

Citizens' Advisory Committee Members		
Dave Kallemeyn, Rapid City	Bob Burns, Piedmont	Jen Red Bear, Underserved
Matt Kammerer, Meade County	Matthew Fitting, Pedestrian	John Boylan, Meade County
Kathy McDaniel, Bicycling	Adeline Kalmback, Rapid City	Dr. Bret Lingwall, Rapid City
Wes Rick, Box Elder	Tom Raymond, Minority	Luke Corwin, Bicycling

The TCC 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 MPO. This group makes recommendations to the EPC 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 MPO. The current active membership of the TCC is as follows:

Technical Coordinating Committee Members
Rapid City Community Development Department, Long Range Planning;
Rapid City Public Works Department, Engineering Division;
Rapid City Public Works Department, Traffic Engineer;
Rapid City Public Works Department, Street Division;
Rapid City Public Works Department, Project Engineer;
Rapid City Public Works Department, Rapid Transit Manager;
Rapid City Regional Airport Administration;
Rapid City Police Department, Traffic Division;
Rapid City Community Development Department, Current Planning;
Rapid City School District;
Pennington County Planning Department;
Pennington County Drainage Coordinator;
Pennington County Highway Department;
Pennington County Sheriff's Office;
Meade County Director of Equalization and Planning;
Meade County Sheriff's Department;
Meade County Highway Department;
Meade County Transportation Committee;
Meade School District 46-1;
City of Box Elder Planning Department;
City of Box Elder Public Works Department;
City of Box Elder Police Department;
City of Piedmont Mayor;
City of Summerset Mayor;
Douglas School District;
Ellsworth Air Force Base;
SDDOT, Division of Planning and Engineering;
SDDOT, Office of Air, Rail and Transit;
SDDOT, Division of Operations, Regional Engineer;
*FHWA

* Denotes non-voting membership

The EPC is the decision making body of the MPO and comprises 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 EPC membership includes the following:

Executive Policy Committee Members
Mayor, City of Rapid City
Mayor, City of Box Elder
Representative, Pennington County Commission
Representative, Pennington County Commission
Chairman, Meade County Commission
Representative, Meade County Commission
Representative, Rapid City Council
Representative, Box Elder City Council
Representative, Rapid City Regional Airport
Representative, South Dakota Transportation Commission
*SDDOT – Division of Planning and Engineering
*Federal Highway Administration
*Ellsworth Air Force Base

* Denotes non-voting membership

The three committees operate under the Federal regulations established by the Fixing America's Surface Transportation Act (FAST Act). These regulations define the procedures and organization of the MPO process.

Federal Guidelines – FAST Act Considerations

Included with FAST Act are ten (10) factors required for consideration in the planning process. The UPWP includes work tasks to be accomplished over the fiscal year which will address these requirements. These ten (10) factors include:

The FAST Act Planning Factors include:

1. Support the economic vitality of the metropolitan area by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes throughout the metropolitan region, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts on surface transportation; and
10. Enhance travel and tourism.

Federal Fiscal Year 2019 Planning Emphasis Areas

FAST Act Implementation

Transition to Performance Based Planning and Programming. The development and implementation of a performance management approach to transportation planning and programming that supports the achievement of transportation system performance outcomes.

Models of Regional Planning Cooperation

Promote cooperation and coordination across MPO boundaries and across State boundaries where appropriate to ensure a regional approach to transportation planning. This is particularly important where more than one MPO or State serves an urbanized area or adjacent urbanized areas. This cooperation could occur through the metropolitan planning agreements that identify how the planning process and planning products will be coordinated, through the development of joint planning products, and/or by other locally determined means. Coordination across MPO and across State boundaries includes the coordination of transportation plans and programs, corridor studies, and projects across adjacent MPO and State boundaries. It also includes collaboration among State DOT(s), MPOs, and operators of public transportation on activities such as: data collection, data storage and analysis, analytical tools, and performance based planning.

Ladders of Opportunity

Access to essential services - as part of the transportation planning process, identify transportation connectivity gaps in access to essential services. Essential services include housing, employment, health care, schools/education, and recreation. This emphasis area could include MPO and State identification of performance measures and analytical methods to measure the transportation system's connectivity to essential services and the use of this information to identify gaps in transportation system connectivity that preclude access of the public, including traditionally underserved populations, to essential services. It could also involve the identification of solutions to address those gaps.

Funding

Each section of the UPWP indicates the entities responsible for participating in the transportation planning activities, or work activities, to be completed. FHWA Title 23 U.S.C. Section 104, subsection d(2) and FTA Title 49 U.S.C Section 5303 authorize grant funds to be appropriated for public transportation planning activities. SDDOT requested and received permission from FTA to transfer FTA planning funds to FHWA planning funds as part of the consolidated planning grant program. Planning (PL) funds budgeted in the UPWP are provided through an agreement between SDDOT and the City of Rapid City acting as the fiscal agent for the MPO. Funding amounts are based on the estimated 2016 allocation and distribution formula as agreed upon by the MPOs and SDDOT; and are matched by the entity utilizing the funds. The current matching ratios are as follows:

Federal planning (PL) funds:	81.95%
Local match:	18.05%

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 UPWP activities may allow contracts with outside parties upon receipt of approval of the SDDOT and the EPC.

As part of the budgeting process, there are times when Meade County and Pennington County initiate countywide transportation related studies. To ensure that those agencies can utilize PL funds for that portion within the Metropolitan Planning Area, the proportion that is eligible shall be determined by the percentage of County vehicle miles traveled (VMT), (the number of miles vehicles travel over a given time period), within the Metropolitan Planning Area, based on the most current data. Based on the 2017 data, 32% of a proposed Meade County transportation activity within the MPO is eligible for PL funding and 63% of a proposed Pennington County transportation planning related activity within the MPO is eligible for PL funding.

SD Road Miles – 2017 Data		
	VMT	%
Meade		
Within MPO	12,055,661	32%
Outside MPO	25,142,771	68%
Total	37,198,432	100%
Pennington		
Within MPO	53,199,031	63%
Outside MPO	31,851,560	37%
Total	85,050,591	100%

An Annual Report, prepared within 90 days after the end of each calendar year, will contain the financial statements of the Rapid City MPO's UPWP. The report will include a summary of staff activities accomplished over the previous year.

2019 UPWP Work Activities

Personnel Services

These UPWP activities directly relate to a comprehensive, cooperative and continuing planning process emphasized within FAST Act, one that promotes, preserves and produces an efficient intermodal transportation system, supporting economic development while improving security and safety.

2019 Work Activities:

1. Staff will participate in the 2019 Rapid City Area MPO Transportation Planning Certification Process. The SDDOT will conduct a certification review with the MPO on an as-needed basis. The EPC will self-certify the local transportation planning

process. Environmental justice compliance will be addr essed as part of the certification review.

2. Staff will coordinate the execution of the annual planning agreements among the SDDOT, City of Rapid City, City of Box Elder, City of Summerset, City of Piedmont, Meade County and Pennington County.

3. Staff will coordinate and develop the 2020 Rapid City Area MPO UPWP. The cost of staff time, public notices, and printing costs will be included in this activity.

4. Staff will coordinate with the SDDOT to consolidate all consultant contracts and unobligated funding into the current UPWP.

5. Staff will prepare yearly demographic profiles based on best available information (2010 US Census Bureau and local building permit data) to enhance the environmental justice requirements.

6. Staff will continue updating and revising MPO planning documents as needed including, but not limited to, the Participation Plan, the Operations Plan, the Bikeway/Walkway Plan, the Coordinated Public Transit – Human Services Transportation Plan, the Functional Classification Map, the Transportation Improvement Program, including amendments, and the Metropolitan Transportation Plan.

7. Staff will maintain the MPO's accounting and vouchering system, whereby participants in the local transportation planning process are reimbursed for eligible transportation planning work activities.

8. Staff will monitor work activities outlined in the 2019 UPWP and submit vouchers either monthly or quarterly for reimbursement of eligible transportation planning work activities.

9. Staff will monitor the implementation of grant activities and present UPWP budget amendments as necessary.

10. 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.

11. 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 Services Transportation Plan.

12. Staff will undertake supporting activities of the MPO committees and the planning process including, but not limited to, coordinating and staffing meetings, open houses 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.

13. 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 SDDOT via written travel request and justification in advance of the event. E-mail correspondence is an acceptable form of transmittal.

14. Staff will participate in FHWA, FTA, and/or SDDOT training opportunities and events which pertain to the operations and planning process of the Rapid City Area MPO.

15. Staff, when requested, will assist member agencies of the MPO with the development of their Comprehensive Plans. Assistance provided under the UPWP will be limited to land use assessments, street plan updates, tasks associated with the development of the travel demand model and the preparation of GIS generated maps.

16. Staff will assist communities within the MPO in the preparation of GIS maps for land use data on an as-needed basis.

17. Staff will develop, monitor and maintain the GIS database and TAZ data for the MPO area.

18. Staff will participate in agency professional memberships and subscriptions related to transportation planning.

19. Staff will review USDOT regulations, guidance, and circulars, and review best practices information, from other sources, to ensure compliance with regulations.

20. Staff will maintain inventories of transportation information required for transportation planning. Specific inventories include traffic counts and turning movement counts. New data will be g athered and existing inventories will be updated and shall be available for MPO functions.

21. MPO 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 MPO use.

22. Traffic information, inventories and data gathering efforts will be coordinated with staff and transportation specialists from the SDDOT.

23. Staff will cooperate with SDDOT efforts to expand the Global Positioning System (GPS) control for South Dakota. As GPS data becomes available, it will continue to be used to establish accurate GIS position data.

24. 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. GIS staff will continue to expand the use of coordinate geometry to input plat information.

25. Staff will continue to add land use and socio-economic data to the GIS database.

26. 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.

27. Staff will update socio-economic data, prepare socio-economic forecasts, and prepare the residential land use reports.

28. Staff will collect data needed to conduct transportation planning tasks identified in the UPWP.

29. Staff will conduct public involvement activities as identified in the Participation Plan.

30. Staff will maintain the travel demand forecasting model and use the updated model to review transportation decisions.

31. Staff will analyze impacts related to land use and transportation system coordination on a corridor/study area basis.

32. Staff will prepare the public transportation portion of the CIP and the 2020-2023 TIP. The TIP shall include the four-year plan for proposed capital and operating expenditures for public transportation and will identify potential funding sources. The TIP will be developed, adopted, and distributed in compliance with all federal, state, and local requirements. The TIP shall include all transportation improvements planned by the member agencies within the Rapid City Metropolitan Planning Area for 2020-2023, including both federal and non-federal funded projects.

33. Staff will evaluate all transportation improvement projects for consistency with the LRTP. 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 LRTP.

34. Staff will account for life-cycle costs when comparing project estimates with projected financial resources.

35. Staff will continue the collecting and entering data into the pavement management system. The Rapid City Engineering Services Division staff will take the lead on collecting, entering and maintaining the 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 evaluate and monitor the transit system's operational characteristics in order to identify necessary changes. 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.

39. Staff will coordinate with agencies with an interest in the areas of land use management, environmental resources, environmental protection, conservation, and historic preservation.

40. 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.

41. A year-end summary of work and financial activities will be provided to the SDDOT via the Annual Report.

42. Staff will prepare an annual listing of obligated projects in accordance with the FAST Act.

43. Staff may participate in activities associated with the transportation planning process which are not described in this UPWP only with prior agreement of the SDDOT. These activities will need to meet the comprehensive, cooperative, and continuing transportation planning process.

44. Staff will undertake the required activities necessary to administer, manage and complete the projects and studies identified in the 2019 Work Activities under Professional Services/Consultants contained herein.

45. Staff will implement the LRTP.

46. Staff will verify that the public transportation implications of the Americans with Disabilities Act (ADA) are being pursued through the ADA Transition Plan. The Transition Plan will also include transit stops.

47. Staff will implement all requirements of the FAST Act.

48. Staff will work with the MPO agencies to implement the transition into Performance Based Planning and Programming.

49. Staff will work with the MPO agencies to promote cooperation and coordination across MPO boundaries and across State boundaries where appropriate to ensure a regional approach to transportation planning.

50. Staff will work with the MPO agencies to implement Ladders of Opportunity in order to access essential services as part of the transportation planning process, identify transportation connectivity gaps in access to essential services.

51. Staff will continue monitoring and updating the critical data components related to the following: TAZ update, travel demand modeling, network development, model validation, development of socio-economic data and development and update of inputs into the travel demand model.

52. Staff will conduct and coordinate the development and approval of transportation-related comprehensive planning, to include land use and major street plans for developing areas within the Metropolitan Planning Area.

53. Staff may complete other transit-related planning activities and special studies as approved by the transportation planning committees.

54. Staff will review applications for Section 5310 Transit Funding and m ake recommendations regarding the awarding of grant funds to the SDDOT Office of Air, Rail and Transit.

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 UPWP activities shall be identified by a corresponding program year.

2019 Work Activities:

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

2. Staff will request approval from the MPO committees of the implementation of special studies as identified in the UPWP. Work under this task may include coordination of meetings, budget preparation, and special analysis.

3. Staff will undertake required activities necessary to administer, manage and complete the following projects and studies to the extent of budgeted funding

    a. Complete the Meade County corridor study between Erickson Ranch Road and 143rd Avenue

    b. Complete the North Elk Vale Road Corridor Study

c. Complete the traffic analysis and corridor study for Cambell Street from Omaha Street to East North Street

d. Update the Metropolitan Transportation Plan (previously referred to as the Long Range Transportation Plan)

e. Complete an update to the Metropolitan Transportation Plan Travel Demand Forecast Model

f. Complete the Coordinated Public Transit – Human Services Transportation Plan

g. Complete the I-90 Exit 63 Interchange Study

h. Complete the SD44/Omaha Street and 6th Street Underpass Study

Capital Resources

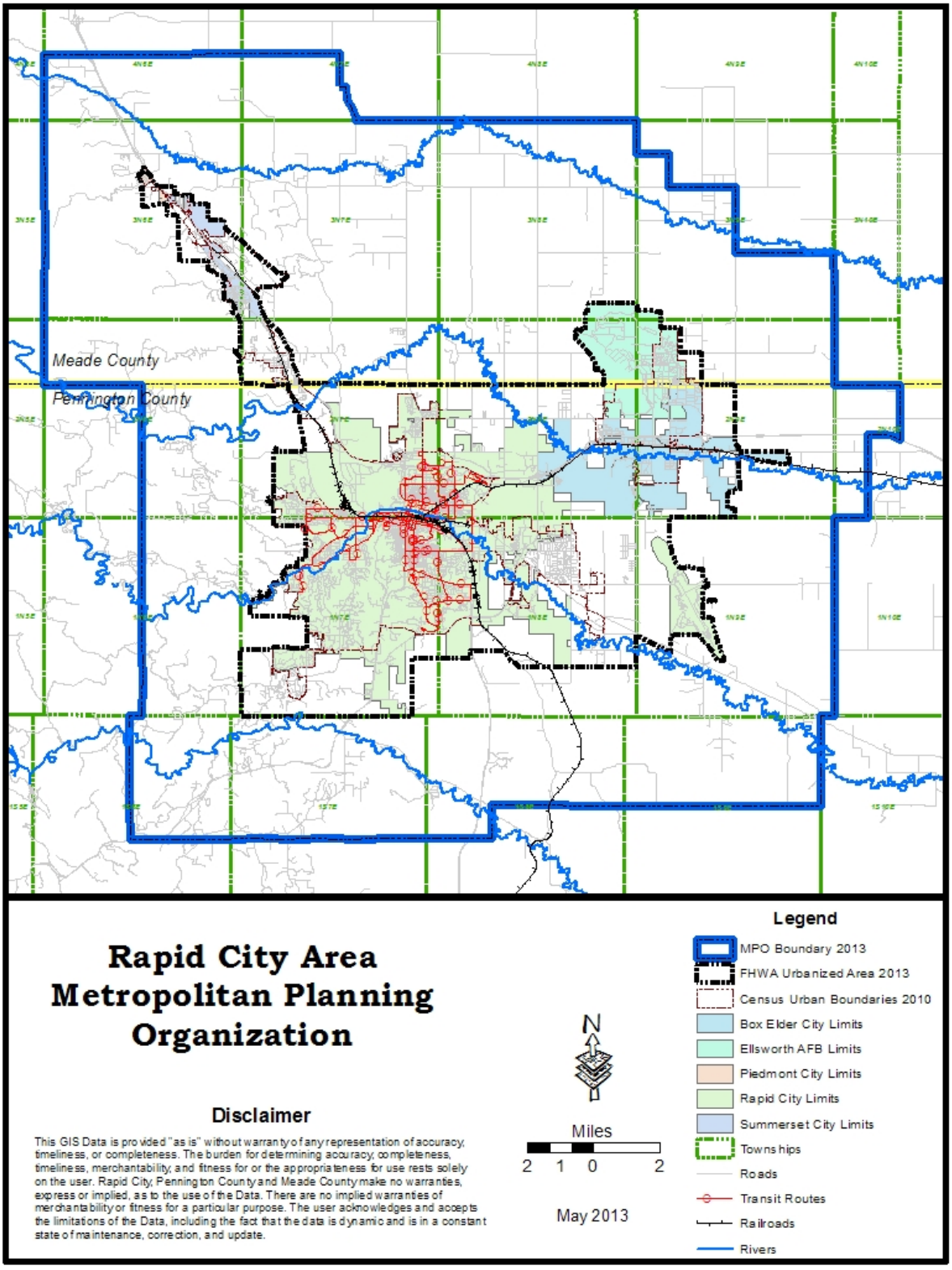
These activities include the capital investments necessary to carry out the transportation planning process.

1. The following will be acquired, as needed, to support the transportation planning process: computer hardware, software (including the Travel Demand Model software and all software upgrades) and peripheral devices; printing and plotting devices; recording equipment; traffic counters; public notices; reference materials; and commercial printing and printing supplies.*

*Note: All capital purchases will be reviewed by SDDOT prior to acquisition. A letter (or e-mail) of justification for the requested purchase and the cost of the requested purchase must be submitted to SDDOT. A minimum of three quotes must be provided if the requested item is not going to be purchased in accordance with the State Purchasing Contract. FHWA approval is required for any item over $5,000.

2019 UPWP BUDGET

	City of Box Elder	City of Rapid City	Pennington County	Meade County	SDDOT	Total
Personnel Services		$457,232				$457,232
Professional Services/ Consultants		$514,000			$300,000	$814,000
Capital Resources		$125,000				$125,000
Total Cost		**$1,186,232**				**$1,486,232**
Federal Amount 81.95%		$972,117			$245,850	$1,217,967
Local Match 18.05%		$214,115				$214,115
SDDOT Local Match 18.05%					$54,150	$54,150
Total Cost		**$1,186,232**				**$1,486,232**


Meade County
Pennington County
Rapid City Area
Metropolitan Planning
Organization
Disclaimer
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N
Miles
2 1 0 2
May 2013
Legend
MPO Boundary 2013
FHWA Urbanized Area 2013
Census Urban Boundaries 2010
Box Elder City Limits
Ellsworth AFB Limits
Piedmont City Limits
Rapid City Limits
Summerset City Limits
Townships
Roads
Transit Routes
Railroads
Rivers