

Memorandum of Understanding - Leading Idaho Local Bridge Program

Between

LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL

And

_____, hereinafter referred to as **LOCAL HIGHWAY JURISDICTION or LHJ**

Purpose:

The purpose of this memorandum is for the Local Highway Technical Assistance Council (LHTAC) and local agencies with bridges in poor or posted condition to apply for award, manage and track projects in the Leading Idaho Local Bridge (LILB) Program. This program is intended to economically and efficiently fully fund local bridges and not serve for local match or supplemental funding on any federally funded projects.

Legal Authority:

Senate Bill 1359 (2022), an appropriations bill, was signed by the Governor on March 16, 2022 funding the Strategic Initiatives Program (Idaho Code 40-719) with up to \$200 Million intended for local bridge maintenance. LHTAC has created a Leading Idaho Local Bridge Program from this legislation.

Procedures:

LHTAC will conduct a two month call for applications from April 11 to June 8, 2022. Local agencies with eligible bridges may apply for a maximum of half of their eligible bridges (rounded up) or two (2) eligible bridges, whichever is most. Applications will be scored on technical information (75%) and local knowledge (25%). The technical information is extracted from bridge inspection reports and bridge locations and the right of way status is reported by the **LHJ**. The **LHJ** will also provide four additional points of information on the importance of the bridge. LHTAC staff and Council will score the applications after the application period closes with LHTAC staff presenting the scores and recommendations to Council in an open meeting.

LHTAC Council will award funding to projects in up to five (5) rounds of funding. LHTAC will implement a bundled award process to accelerate delivery and complete the largest number of highest scoring projects as possible. Project bundling will be utilized throughout all Rounds of funding. The rounds of funding are expected to use the following strategies:

Round 1 – High scoring projects that will have quick delivery and have limited to no barriers such as right-of-way acquisition or environmental complications. Also included in Round 1 will be bridges with low-cost repairs, bridges that have 50% or more design completed, and/or projects that are material purchase only.

Round 2 – High scoring applications that have longer projected delivery timelines.

Round 3 – Strategies to be determined.

Round 4 – Strategies to be determined.

Round 5 – Remaining funding to highest rated projects that funds the most possible projects.

As applications are awarded funding, the responsible **LHJ** will be expected to sign an individual project agreement within thirty (30) days of award by the LHTAC Council. This project agreement will have the details of funding, project roles/responsibilities and reporting milestones used for the project.

Responsibilities:

Under this program LHTAC shall:

Administer the LILB program within the constraints of Idaho Code which includes soliciting for projects, reviewing the merits of applications (scoring), recommending projects and reporting progress at regular intervals.

Specific duties LHTAC will exercise for this program are:

- Overall Administration of projects from advancement of funding to completion of construction;
- Advance projects through a bundling process to increase the number of bridges awarded with the fixed funding level while considering need and use of each bridge;
- Develop a process and select engineering firms for the development of the projects awarded through the LILB program;
- Advertise and award projects through a low-bid process to construction contracting firms or;
- Authorize qualified Local Highway Jurisdictions able to demonstrate experience to self-perform construction. Eligible invoiced expenses will be limited to materials, rental equipment, traffic control, or others approved by LHTAC.

Specific duties **LOCAL HIGHWAY JURISDICTION** will exercise for this program are:

- Prioritize eligible bridges within jurisdiction and apply for funding;
- Present this memorandum and all attachments to the responsible elected officials at an open meeting in compliance with the Idaho Open Meetings requirements (Idaho Code 74-204);
- Provide a list of all applications under this program (Attachment A to this MOU);
- Provide a resolution from the responsible elected officials (Attachment B to this MOU);
- Enter into project agreements with LHTAC within thirty (30) days of award;
- Notify LHTAC in writing, via First Class Mail, Electronic Mail or hand delivered mail, the removal of any application from consideration for program funding or termination of this MOU.
- If eligible, request approval to self-perform construction.

Specific responsibilities will be formalized in each individual project agreement.

Financial Obligations

LOCAL HIGHWAY JURISDICTION will have no financial obligation or commitment on any project until the project is advanced for funding. The details of financial obligations will be contained in the individual project agreement related to future maintenance, additional scope and project termination.

No advance funds, deposits or local match is required for this program. However, if a local sponsor would like to increase the scope of an individual project, this will be addressed during project agreement execution and the **LHJ** will be responsible for any scope beyond the proposed LHTAC scope. Any additional scope that could encroach on delivery schedules may negatively impact the advancement of the project. LHTAC reserves the authority to accept or deny any additional scope proposed by the local agencies. Funds for additional scope will be collected at the execution of the project agreement.

Limitations

Nothing in the Memorandum of Understanding between LHTAC and **LHJ** shall be construed as limiting or expanding the statutory or regulatory responsibilities or authorities of any involved individual in performing functions granted to them by law; or as requiring either entity to expand any sum in excess of its appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the State of Idaho and the United States.

Nothing in this Memorandum of Understanding shall be construed as expanding liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

Effective Date

This Memorandum shall become effective upon signature of the LHTAC Administrator or delegate and will remain in effect until the termination of this MOU.

Method of Termination

This memorandum may be terminated by **LHJ** at any time prior to the awarding of any project. After awarding of at least one (1) project, this MOU will remain in effect until completion of funded projects.

After awards, **LHJ** may terminate funded projects as outlined in future project agreements and may terminate this MOU if there are no active funded projects listed in Attachment A.

LHTAC may terminate this MOU in the event that all funding has been awarded and no additional funding is authorized by the Idaho Legislature.

This MOU will terminate upon the completion of the LILB program.

Amendments

Amendments to this memorandum shall effective upon mutual agreement and written approval by the LHTAC Administrator or Delegate and the signing authority of **LHJ**.

Signatures

LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL

By _____ Date _____
Administrator or Delegate

Local Agency

By _____ Date _____
Title _____
Mayor, Chairman or Delegate

Attachment B

Leading Idaho Local Bridge Program – Local Highway Jurisdiction Resolution

Res. No _____

WHEREAS, SB 1359 became law on March 16, 2022 appropriating funding for the repair and replacement of local bridges in poor and posted condition; and

WHEREAS, **LOCAL HIGHWAY JURISDICTION** has presented the Leading Idaho Local Bridge Program Memorandum of Understanding at an open meeting in accordance with the Idaho Open Meetings Law; and

WHEREAS, **LOCAL HIGHWAY JURISDICTION** has prepared and presented the listed applications in Attachment A at an open meeting in accordance with the Idaho Open Meetings Law; and

NOW, THEREFORE BE IT RESOLVED, that **LOCAL HIGHWAY JURISDICTION** is granted authority by (BOARD or COUNCIL NAME) to enter in the Leading Idaho Local Bridge Program Memorandum of Understanding with the Local Highway Technical Assistance Council.

I hereby certify that the above is a true copy of a resolution passed at a public meeting held in accordance with the Idaho Open Meetings Law, by LOCAL HIGHWAY JURISDICTION _____ day of _____, 2022

Signed _____ of **LOCAL HIGHWAY JURISDICTION** _____
Seal (Mayor, Chairman, or Delegate) (Signature)