December 4, 2017

TO: Commissioners, Director and Deputy Directors

FROM: Tom Ferch, Transportation Funding Coordinator

SUBJECT: Key No. 18728, FY2020 Capital Maintenance Project – Phase I – State/Local Agreement (SLA) with the Idaho Transportation Department

Staff Report for December 13, 2017 Commission Meeting – Consent Agenda

Executive Summary
This SLA sets out the responsibilities of the parties during the project development stage of the federally funded FY2020 ACHD Capital Maintenance – Phase I – project. Project design will begin in FY2018 with construction scheduled in FY2020. The Agreement must be signed before $527,000 in design funds can be obligated for the project. A separate SLA for construction of the project will be presented to the Commission in 2020.

Facts & Findings
ACHD’s Pavement Management team selects segments and recommends maintenance treatments based on visual inspections and pavement condition data maintained by ACHD. A geotechnical consultant will evaluate and refine the list of segments and provide final recommendations and treatments based on geotechnical exploration and analysis. The final project list will be determined based on available funding. Some of these segments may include pedestrian ramps in compliance with the Americans with Disabilities Act. Actual construction is scheduled for 2020.

This project, in combination with “ACHD Capital Maintenance - Phase II” and “ACHD Capital Maintenance – Local,” comprise ACHD’s federal maintenance projects for FY2020 outlined in the Transportation Improvement Program (TIP) administered by COMPASS. ACHD’s three-project approach to federally funded maintenance is part of the District’s strategy to maintain and/or capture additional federal maintenance funds.

Fiscal Implications
Funding is through the Surface Transportation Program – Transportation Management Area (STP-TMA). STP funding requires a 7.34% local match. The following table shows the project stages and the current programmed year.
<table>
<thead>
<tr>
<th>Stage</th>
<th>Total Funding</th>
<th>Required Match</th>
<th>ACHD Budget Year for Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>$527,000</td>
<td>$39,000</td>
<td>FY2018</td>
</tr>
<tr>
<td>Construction</td>
<td>$5,277,000</td>
<td>$387,000</td>
<td>FY2020</td>
</tr>
<tr>
<td>Total</td>
<td>$5,804,000</td>
<td>$426,000</td>
<td></td>
</tr>
</tbody>
</table>

As with all STP-TMA funds, ACHD is responsible for paying the design costs up front and will be reimbursed up to 92.66%. Part of the design costs includes ITD’s project engineering cost of $21,000, which must be paid to ITD in full before the project can commence. Once federal funds are expended, if the project does not move forward to completion, ACHD will be responsible for repayment. This project is consistent with ACHD’s Strategic Plan which emphasizes maintenance activities and asset management.

**Policy Implications**
This project was approved in the FY2018-2022 Integrated Five Year Work Plan, adopted September 27, 2017. By signing this agreement, ACHD continues its policy of seeking outside funding sources to supplement general funds. ACHD’s Legal Department has reviewed and approved this agreement.

**Alternatives**
1. Approve the State/Local Agreement between ACHD and ITD.
2. Reject the agreement and direct staff to renegotiate the terms of this agreement with ITD.

**Recommendation**
Approve the State/Local Agreement. Authorize Commission President to sign the Agreement.

Attachment(s): SLA for the FY2020 Capital Maintenance – Phase I – project KN 18728.

CC: Project File, Planning and Projects Files, Central File
PARTIES

THIS AGREEMENT is made and entered into this _______ day of _________________, _______, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the ADA COUNTY HIGHWAY DISTRICT, acting by and through its Board of Commissioners, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A018(728), described as FY20 Capital Maintenance, ACHD. Project development is to be performed by Sponsor’s staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:
SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.

2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
   a. Project Development (State, Consultant, Local) - $527,000
   b. Construction Engineering - $688,000
   c. Construction - $4,589,000
   d. Total Estimated Project Costs - $5,804,000

3. The Sponsor’s match for this project will be provided in cash. The value of all in-kind services must be approved on form ITD-2395, Request for Federal-aid on No-Bid Items of Work (Force Account).

4. The construction year for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Currently the project is scheduled for construction in FY20, which commences October 1, 2019. The Sponsor will meet the project milestones shown below or on a subsequently approved CPM Schedule. Failure to meet these milestones may jeopardize availability of Federal participation.
   Concept Approval – July 1, 2018
   Environmental Approval – July 1, 2019
   PS&E - September 28, 2019

5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department’s Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: http://apps.itd.idaho.gov/apps/manuals/manualsonline.html.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor’s forces.

7. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: https://apps.itd.idaho.gov/PayITD.

9. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the State shall:

1. Provide the following services incidental to the project development:
   
   a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consulting Engineers on this project.
   
   b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.

d. Provide a hearing officer to conduct a formal public hearing as necessary.

e. If requested by the Sponsor, and if personnel are available to do the work, provide an independent review of the appraisals required for the project.

f. Assign State personnel, or assist in hiring a qualified relocation agent, to determine relocation entitlements and assistance which might be required by the project.

g. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.

h. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.

i. Review the consultant plans, estimates, reports and environmental studies, and issue notice of approval to the Sponsor and the engineer following the Concept, Preliminary and Final Design Reviews and the Design Study Report.

j. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.

k. Print and assemble plans, special provisions, specifications and contracts.

l. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor at the approved Federal-aid rate for eligible expenses. Checks shall be made payable to the “Ada County Highway District”, and mailed to the Accounting Office at 3775 Adams Street, Garden City, ID 83714.

3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of TWENTY-ONE THOUSAND DOLLARS ($21,000), estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.

2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.

3. With the assistance of the State, hire a consultant for development of the project.

4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same for reimbursement. The State will reimburse the Sponsor for eligible expenses less the Sponsor’s match.

5. Advertise for formal public hearing if required.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor’s utility policies and procedures.

7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.

8. Employ a certified general appraiser to complete all appraisals. The Sponsor will hire an independent certified general appraiser to review the appraisals if the Sponsor requests such services from the State and the State is not available to provide this review.

9. Review the appraisal reviewer’s statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

10. Provide a monthly right-of-way status report (ITD-2161) and forward it to the project manager.

11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.

12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.

13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights, including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.

14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and authorize the State to negotiate in its behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days' written notice prior to advertisement of the project.

16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation, that includes cultural resources, and any other documentation required by the National Environmental Policy Act.

18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternatives; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
19. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

21. Comply with all other applicable State and Federal regulations.
EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the President, attested to by the Director, with the imprinted Corporate Seal of the Ada County Highway District.

IDAHO TRANSPORTATION DEPARTMENT

________________________________
Engineering Services
Division Administrator

ATTEST:

ADA COUNTY HIGHWAY DISTRICT

______________________       ______________________________
Director       President
(SEAL)

By regular/special meeting
on ______________________.

Reviewed by FS: DW 11-1-17
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1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:


2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Consultant until they have achieved compliance;
   - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
   - Cancellation, termination or suspension of the Agreement, in whole or in part;
   - Assess against the Consultant’s final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all 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. § 2000d 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);
• 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 § 4 71, Section 4 7123 ), 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 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, “Federal Assistance” shall include:
1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:
1. Issue a policy statement, signed by the Sponsor’s authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor’s organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor’s authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

**Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant’s representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be
included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor’s authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor’s authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17