



CITY OF
REXBURG
America's Family Community

Resolution 07-24-1979

WHEREAS, the Idaho Transportation Department, Division of Highways, hereinafter called the State, has submitted a Cooperation Agreement stating obligations of the State and the City of Rexburg, Idaho, for the installation of Advance Warning Railroad Crossing Signs and inventory of existing passive protective devices under Federal Aid Project RRP-0139 (1) and RRP-RRO-9999 (002); and,

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance in improvements made under Title 23, U.S. Code; and,

WHEREAS, it is intended that the project shall be developed and constructed so as to receive Federal Participation in the amount of ninety (90) percent of the cost.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement for Federal Aid Projects RRP-0139 (1) and RRP-RRO-9999 (002) are hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Cooperative Agreement on behalf of the City.
3. That duly certified copies of the resolution shall be furnished the Idaho Transportation Department, Division of Highways.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called special (x out non-applicable term) meeting of the City Council, Rexburg, Idaho, held on Sept 5, 1979.

(SEAL)

City Clerk

STATE/LOCAL AGREEMENT

(Construction)

THIS AGREEMENT, made and entered into this 24th day of July, 1979, by and between the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF HIGHWAYS, hereinafter

called the “State” and the City of Rexburg act in by and through the Mayor, hereinafter called the “Sponsor”.

WITNESSETH:

WHEREAS, the State and the Sponsor desire the programming for Federal participation in a project for the installation of advance Warning Railroad Crossing Signs and an inventory of existing passive protective devices known as Project Nos: RRP-0139(1) and RRP-RR0(002); and,

WHEREAS, the scope of the projects above mentioned contemplates work on the State Highway System and roads, streets and highways under the jurisdiction of the Sponsor using Federal Funds and State Funds from the Railroad Grade Crossing Protection Account (sec. 62-304A).

NOW, THEREFORE, the parties hereby agree as follows:

Section I.

That this Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Safety Act of 1973 as amended by the Federal-Aid Highway Safety Acts of 1976 and 1978 in obtaining Federal-Aid Highway funds participation in the construction of the aforesaid projects.

Section II. That the State:

1. Has programmed construction of the projects and executed all necessary agreements with the Federal Highway Administration securing the Federal Government’s pro rata participation in the eligible construction costs (approximately 90 percent).
2. Advertised, opened bids, prepared a contract estimate of costs based on the successful low bid.
3. Awarded a contract for construction of the projects, based on the successful low bid.
4. Has designated a resident engineer who will administer the contract and make payments to the contractor, supplemented by such additional personnel as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specification in the manner required by applicable State and Federal regulations. This engineer, or his authorized representative will prepare change orders and final documents.

Section III. That the Sponsor:

1. Certifies that all rights of way for these projects were acquired prior to the enactment of Public Law 91-646, dated January 2, 1971, and that none has been acquired in anticipation of these particular projects.

2. Upon completion of the projects, will maintain the same.
3. Further agrees to indemnify the State and hold it harmless against any and all suits, actions, claims, or losses of every kind, nature, and description including cost, expenses and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the maintenance of the work which is the subject of this Agreement.

IN WITNESS WHEREOF, the State has caused these presence to be executed by its Chief of Highway Operations, Division of Highways, attested to by his Secretary, and the Seal of the Idaho Transportation Department, Division of Highways, affixed thereto, and the Sponsor has caused these presence to be executed by the Mayor, attested to by Rose Bagley, and its corporate Seal affixed thereto.

IDAHO TRANSPORTATION DEPARTMENT

DIVISION OF HIGHWAYS

By

Chief of Highway Operations

ATTEST:

Secretary

APPROVED AS TO FROM:

Legal Counsel

SPONSOR

ATTEST:

Secretary or Clerk