



CITY OF
REXBURG
America's Family Community

Resolution 1993-05

WHEREAS, the Idaho Transportation Department, Division of Highways of the State of Idaho has submitted a Cooperative Traffic Signal Maintenance Agreement stating obligations of the State and City of Rexburg in the maintenance of existing traffic signal(s) on the urban extension of the State Highway System within the corporate limits of the City of Rexburg.

NOW THEREFORE, BE IT RESOLVED:

1. That the Cooperative Traffic Signal Maintenance Agreement is hereby accepted and approved.
2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Rexburg
3. The duly certified copies of this resolution shall be furnished to the Division of Highways.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, duly called meeting of the City Council, of City of Rexburg, Idaho, held on March 17, 1993.

Rose Bagley
City Clerk

This AGREEMENT, made and entered into this day of 1993, by and between the Idaho Transportation Department, Division of Highways, hereinafter called the State, and the City of Rexburg, hereinafter called the City.

WITNESSETH:

WHEREAS, in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State, signal warrants and vehicular safety considerations exist to justify the following traffic signal(s) on the urban extension of the State Highway System within the City of Rexburg.

2nd East and Mountain River (Mountain River Plaza)

WHEREAS, authority for this agreement is established by Section 40-120, 40-123, 40-136 and 49-585 of the Idaho Code; and,

WHEREAS, previous Cooperative Agreement(s) have been negotiated pertaining to signal installation(s) on the state highways within the city of Rexburg, and,

WHEREAS, each party has a mutual responsibility for the traffic signal installation(s) and are agreeable to assuming portions of the costs and obligations of the maintenance as hereinafter set forth; and,

NOW THEREFORE, the parties do hereby mutually agree as follows:

SECTION I, that the State will:

1. Assume all necessary maintenance responsibilities and costs thereof, except as provided in Section II and III that will be required to keep the traffic signal(s), as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. However the state's maintenance responsibility under this Agreement shall cease if the city fails to follow the emergency and notification procedures specified in Exhibit "A" attached and made part of Agreement.
2. Train representatives designated by the City in emergency procedures related to signal shutdown or partial operation due to power failure, accidents, or equipment malfunction and the replacement of lamps. An outline of emergency and notification procedures, are hereby provided by the State – and attached as Exhibit "A"
3. Replace all signal lamps on a scheduled basis.
4. Perform a complete annual check of the traffic signal equipment and operation.
5. Furnish replacement signal lamps to the city.
6. Respond promptly to notification from the City that a traffic signal related emergency exists. Response will normally be by the next working day.

SECTION II, that the City will:

1. Provide a traffic signal maintenance easement on both signalized approaches to 2nd east, as shown on the plans. Said easements to provide adequate width and depth to provide unrestricted maintenance on traffic signal equipment installed as part of this project.
2. Assume all construction costs necessary to install additional loop detection required to provide traffic actuation in the westerly lanes on 2nd east, in conjunction with the future widening project by the city.
3. Assume all energy costs necessary to operate the traffic signal installation.
4. Monitor the traffic signal operation daily.
5. Replace signal lamps as necessary (Signal lamps will be furnished by the State).
6. Perform emergency measures as needed in accordance with Exhibit "A".
7. Promptly notify the State of any equipment malfunction or need for maintenance in accordance with Exhibit "A".

8. Not use the traffic signal poles or mast arms for any purpose other than to support traffic control devices.
9. Hold harmless the State against suits, actions, or claims of any character, brought because of injury or damages sustained or received by an person, persons, or property, resulting from, or allegedly resulting from, failure of the City to follow the emergency procedures or to notify the State of any equipment malfunction or need for maintenance.

SECTION III – BOTH PARTIES HERETO MUTUALLY AGREE THAT:

1. The traffic signal installation will not be altered or abandoned without prior concurrence of both parties.
2. This Agreement shall encompass the entire understanding between the parties with respect above mentioned traffic signal installation(s) and all prior agreements between the parties with regard to the maintenance or repair of said signal(s) are hereby superseded.
3. Should the traffic signal installation(s) be damaged or destroyed through the wrongful or negligent act of any third party, the City will undertake an investigation to ascertain the identify and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The State and City will pay a proportionated share of the cost of repair or replacement based upon the number of intersection approaches on and off the highway system if:
 - (a) Collection cannot be accomplished after a reasonable attempt, or
 - (b) The damage or destruction was not caused by the wrongful or negligent act of a third party. It is understood, however, if the damage or destruction is the result of the wrongful or negligent act of either the State or City, then that party shall bear the full cost of repair or replacement.
4. This Agreement may be terminated by either party without cause upon 90 day written notice to the other party.

IN WITNESS WHEREOF, the parties have caused these presence to be executed on the date first written above.

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways

ATTEST:

Secretary

BY, Chief of Highway Operations

APPROVED AS TO FORM:

Legal Counsel

City of Rexburg

ATTEST:

Rose Bagley, City Clerk

Nile L. Boyle, Mayor

EMERGENCY PROCEDURES

- I. For the loss of all signal indications:
 1. Check for blown fuse – replace fuse.
 2. Check for possible loss of power.
 3. If the above actions produce no results, switch signal to the flashing mode.
 4. If signal will not flash, install stop signs on Cross Street and cover the signal heads.
 5. After applying the above procedures and the situation is not corrected notify the state.
- II. For the partially operating signal:
 1. With a loss of detection – Place on recall (for an actuated signal).
 2. With one or more signal lamps not working – replace signal lamps.
 3. That is flashing – reset the failsafe unit – if it trips again – leave on flash.
 4. Other malfunctions – switch to flashing mode.
 5. After applying the above procedures and the situation is not corrected notify the state.
- III. For Damage from an accident:
 1. With minor damage to controller but no apparent damage to wiring – switch to flashing mode.
 2. With damage to wiring – disconnect power, install stop signs on cross street, and cover the signal heads.
 3. After applying the above and the situation is not corrected notify the state.
 4. Obtain accident information and forward the State a report within ten days of the accident.
- IV. Notify the Idaho Transportation Department, District_____ office in_____
Telephone Number_____ when emergency maintenance is required.