

COOPERATIVE AGREEMENT
(SIGNAL MAINTENANCE)
CITY OF REXBURG

Resolution
2005-15

PARTIES

THIS AGREEMENT is made and entered into on this 5th day of September, 2005, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF REXBURG**, hereafter called the **CITY**.

PURPOSE

The **CITY** and **STATE** have previously signed cooperative agreements covering the construction and maintenance of traffic signals on the State Highway System within the **CITY** limits resulting in numerous agreements having different requirements for maintenance. Both parties wish to clarify, in one agreement, the responsibilities each would have for maintenance of the traffic signals on the State Highway System within the **CITY** limits. In addition, the parties find it mutually beneficial to allocate their respective share of the maintenance costs for those traffic signals pertaining to the state highways within the **CITY** limits.

Upon execution of this Agreement, the Cooperative Signal Maintenance Agreement dated August 4, 1999, between the same parties will be null and void.

Authority for this Agreement is established by Section 40-120, Idaho Code.

The Parties agree as follows:

SECTION I. That the **STATE** will:

1. Provide all the labor, materials, and equipment to maintain all traffic signals within the **CITY** on the State Highway System. Maintenance is to include: a) service calls, b) lamp replacement, c) replacement of major components, and d) miscellaneous parts and labor, to include outside assistance when needed.
2. Maintain a parts inventory sufficient to provide for both routine and emergency traffic signal maintenance, and when conditions require remedial action, perform the maintenance in a timely manner.
3. Provide a preventive maintenance program to include re-lamping of intersections annually and as needed, and an annual inspection of each intersection per State requirements to include conflict monitor testing. Complete an annual traffic signal timing inventory. Copies of all inspections shall be forwarded to the **CITY**.

4. Bill the **CITY** quarterly for the **CITY**'s share of the cost to operate and maintain the traffic signals located on the State Highway System. The billing is to include an itemization of the costs listed in Paragraph 1 above incurred during the previous quarter, including administrative costs, overhead, labor and fringes. It will also include credit for 60% of electricity costs incurred by the **CITY** during that quarter.

5. Retain ownership of the following signal equipment, namely vehicle and pedestrian heads, controllers and accessories, including but not limited to, conflict monitors, load switches, cameras, detector amplifiers, cabinets, service pedestal, and Uninterrupted Power Supply components and cabinet.

6. Maintain and provide traffic signal timing for all intersections on the State Highway system.

7. Indemnify, save harmless and defend regardless of outcome the **CITY** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **STATE** in the maintenance of the signals.

SECTION II. That the **CITY** will:

1. Provide all electricity required to operate the traffic signals on the State Highway System.

2. On a quarterly basis, provide to the **STATE** an itemization of city supplied signal electricity. The **CITY** will be responsible for 40% of those costs.

3. Monitor and keep **CITY** streets in the vicinity of the signal detection loops in good repair to prevent undo damage to buried wires.

4. Retain ownership of the traffic signal poles and mast arms.

5. Prohibit displaying or hanging on the traffic signal poles or mast arms any banners, flags, decorations, or any item not in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

6. Indemnify, save harmless and defend regardless of outcome the **STATE** from expenses of and against suits, actions, claims, losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **CITY** in the maintenance of the signals.

SECTION III. Both parties agree that:

1. This Agreement supersedes and voids all previous Cooperative Traffic Signal Maintenance Agreements entered into between the parties.
2. This Agreement is to be reviewed periodically upon request of either party. Changes in numbers of intersection approach lanes or the addition of a new intersection will require review of this Agreement and modification of Exhibit "A".
3. Each party shall be responsible for its share of the costs of maintaining the traffic signals on the State Highway System determined on the basis of intersection approach lanes as identified in Exhibit "A".
4. Reconstruction, upgrade or modification of any traffic signal located on the State Highway System within the City of Rexburg must be approved by both parties through a cooperative agreement for construction.
5. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the **CITY** will make every effort to determine the identity and whereabouts of the responsible party, and the **STATE** will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement on the basis of intersection approach lanes as identified in Exhibit "A" if:
 - (a) Collection can not be accomplished after reasonable attempt, or
 - (b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The **CITY** and **STATE** agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the **STATE** is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the **CITY** the funds it advanced.

SECTION IV. Legal Relations and Responsibilities:

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to this contract by imposing any standard of care respecting the maintenance of State Highway System traffic signals that is different from the standard of care imposed by law.

EXECUTION

This Agreement is executed for the STATE by its Assistant Chief Engineer (Development); and executed for the CITY by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the CITY OF REXBURG.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED:

Assistant Chief Engineer (Development)

APPROVED:

RECOMMENDED:

Scott R Campbell
Deputy Attorney General

District Engineer

ATTEST:

CITY OF REXBURG

Blain D. Kay
City Clerk

Shawn Larsen
Mayor

(Seal)

By Regular/Special Meeting
on Sept. 05, 2005



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EXHIBIT "A"

September 2005

COOPERATIVE AGREEMENT
(SIGNAL MAINTENANCE)
CITY OF REXBURG

Following is a list of the signalized intersections on the State Highway System within the City of Rexburg.

NO.	INTERSECTION	APPROACH LANES STATE	APPROACH LANES CITY
1.	SH-33 & 12 TH West	6	2
2.	Main (SH-33) & 5 TH West	6	4
3.	Main (SH-33) & 2 ND West	7	6
4.	Main (SH-33) & 1 ST West	6	5
5.	Main (SH-33) & Center	4	2
6.	Main (SH-33) & 1 ST East	4	2
7.	Main (SH-33) & 2 ND East	4	4
8.	2 nd East (SH-33) & 1 ST North	6	6
9.	2 nd East (SH-33) & 2 ND North	6	4
10.	2 nd East (SH-33) & Teton River	6	4
11.	2 nd East (SH-33) & Mountain River	7	4
12.	2nd East (SH-33) & Salem Road	4	2
		Total 66	Total 45

*Exhibit A (September 2005)
Cooperative Signal Maintenance Agreement
City of Rexburg*

RESOLUTION 2005-15

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Agreement stating obligations of the STATE and the CITY OF REXBURG, hereafter called the CITY, for maintenance of traffic signals on the State Highway System within the CITY limits; and

WHEREAS, each party is responsible for certain duties and costs for maintenance of the traffic signals;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for maintenance of traffic signals on the State Highway System within the CITY limits is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

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, City of Rexburg, held on September 05, 2005



Blair D. Kay
City Clerk



*Cooperative Signal Maintenance Agreement
City of Rexburg*