



CITY OF
REXBURG
America's Family Community

Resolution 2015 – 07

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 ADA improvements on SH33; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and,

WHEREAS, the **CITY** and the **STATE** are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Cooperative Agreement to construct ADA improvements on SH33 within 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 meeting of the City Council, City of Rexburg, Idaho, held on April 01, 2015.

(SEAL)

Blair D. Kay, City Clerk

**COOPERATIVE AGREEMENT
PROJECT NO. A018(834)
7 ADA RAMPS, REXBURG
MADISON COUNTY
KEY NO. 18834**

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 **CITY OF REXBURG**, hereafter called the City.

PURPOSE

The City of Rexburg wishes to upgrade the following curb ramps on SH33] within the City limits.

Ramp ID	Cross Street	Corner/Side
D6_01737	N 2nd East	NW
D6_01738	N 2nd East	NE
D6_01745	N 2nd East	SW
D6_01746	N 2nd East	SE
D6_01811	Main Street/College Ave	SW
D6_01812	Main Street/College Ave	SE
D6_01821	Main Street/College Ave	NW

The State has agreed to participate in the cost of this work. This Agreement will provide for the responsibilities of the parties in this project.

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

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Thirty-Eight Thousand Nine Hundred Fifty Dollars (\$38,950) to be used for Americans with Disabilities Act (ADA) curb improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.

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2. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.
3. At its discretion, audit the project records to ensure the funds paid to the City were utilized as intended by this Agreement.

SECTION II That the City will:

1. Provide for design and construction of the improvements as identified above.
2. Design and construct the project 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://itd.idaho.gov/manuals/ManualsOnline.htm> .
3. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
4. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State; and
 - b. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) can be either mailed to the Division of Transportation Performance, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: gateam@itd.idaho.gov .
5. Maintain all project records, including source documentation for all expenditures, 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.
6. Refund to the State the amount paid under this Agreement if the project is terminated prior to completion or if the project is not completed by December 31, 2016.
7. Indemnify, save harmless and defend regardless of outcome the State 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 negligent act or omission of the City in the construction and maintenance of the work.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, 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

Engineering Services Division Administrator

ATTEST:

CITY OF REXBURG

City Clerk

Mayor

By regular/special meeting held
on _____

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