

002455

**COOPERATIVE AGREEMENT  
(SIGNAL MAINTENANCE)  
CITY OF REXBURG**

**PARTIES**

THIS AGREEMENT is made and entered into on this 8<sup>th</sup> day of January, 2016, 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 October 12, 2005, between the same parties will be null and void.

Authority for this Agreement is established by Section 40-317, 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 61% 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.

**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 39% 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).

**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 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.

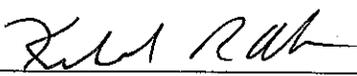
**SECTION IV.** Legal Relations and Responsibilities:

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**

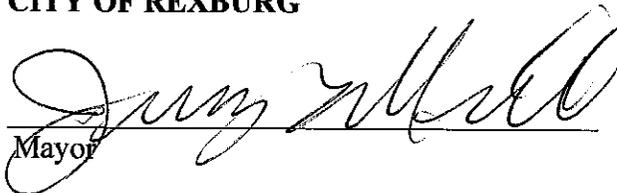
This Agreement is executed for the State by its District Engineer; and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Rexburg.

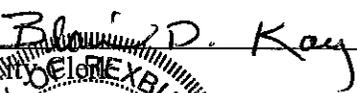
**IDAHO TRANSPORTATION DEPARTMENT**

  
\_\_\_\_\_  
District Engineer

ATTEST:

**CITY OF REXBURG**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Blair D. Kay  
  
By Regular/Special Meeting  
of 1-60-2016  
STATE OF IDAHO  
City of Rexburg Signal Maint Agr (2015).docx



CITY OF  
**REXBURG**  
*America's Family Community*

## Resolution 2016 – 01

**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 meeting of the City Council, City of Rexburg, Idaho, held on January 06, 2016.



  
Blair D. Kay, City Clerk

# EXHIBIT "A"

DECEMBER 2015

## COOPERATIVE AGREEMENT (SIGNAL MAINTENANCE) CITY OF REXBURG

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

NO.	INTERSECTION	APPROACH LANES STATE	APPROACH LANES CITY
1.	SH-33 & 12 <sup>TH</sup> West	6	4
2.	Main (SH-33) & Pioneer	6	4
3.	Main (SH-33) & 5 <sup>th</sup> West	6	2
4.	Main (SH-33) & 2 <sup>nd</sup> West	7	6
5.	Main (SH-33) & 1 <sup>st</sup> West	6	5
6.	Main (SH-33) & Center	6	2
7.	Main (SH-33) & 1 <sup>st</sup> East	6	2
8.	Main (SH-33) & 2 <sup>nd</sup> East	6	5
9.	2 <sup>nd</sup> East (SH-33) & 1 <sup>st</sup> North	6	6
10.	2 <sup>nd</sup> East (SH-33) & 2 <sup>nd</sup> North	6	4
11.	2 <sup>nd</sup> East (SH-33) & Teton River	6	4
12.	2 <sup>nd</sup> East (SH-33) & Mountain River	7	4
13.	2 <sup>nd</sup> East (SH-33) & Salem Road	4	2
		<b>Total 78</b>	<b>Total 50</b>

Total Approach Lanes = 128

$$\text{State} \quad \frac{78}{128} = 61\%$$

$$\text{City} \quad \frac{50}{128} = 39\%$$