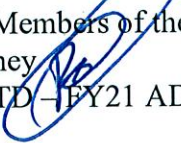


MEMORANDUM

TO: Mayor Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Cooperative Agreement with ITD - FY21 ADA Ramps
DATE: July 28, 2020

I have reviewed the documents which pertain to the above-referenced Agreement and Resolution and they meet with my approval for the Mayor's signature once so authorized by the City Council. This has previously been before the Council but ITD requires that a Resolution be adopted.

I would recommend that if the Council authorizes the adoption of the Resolution and that the Council authorizes the Mayor to sign underlining Agreement. If you have any questions, please feel free to contact me.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF POCATELLO SETTING OUT TERMS AND CONDITIONS FOR THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF FIFTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$59,600) TO UPGRADE CERTAIN CURB RAMPS WITHIN POCATELLO CITY LIMITS; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE ATTACHED TO THE SAID AGREEMENT; PROVIDING THAT AN EXECUTED COPY OF THIS AGREEMENT AND RESOLUTION SHALL BE FURNISHED TO THE IDAHO TRANSPORTATION DEPARTMENT.

WHEREAS, the Idaho Transportation Department, hereinafter referred to as "ITD," has submitted a Cooperative Agreement outlining obligations of ITD and the City of Pocatello, hereafter referred to as "City," for certain ADA improvements to curb ramps within the City of Pocatello limits, Project No. A022(450); and

WHEREAS, ITD 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, ITD is providing all funds for this project; and

WHEREAS, at its regularly scheduled meeting on February 21, 2019, the City Council approved application for the grant and, if approved, authorized the Mayor to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the City Council hereby approves the execution of the Cooperative Agreement for the designated ADA improvements to curb ramps within the City of Pocatello limits, Project No. A022(450).

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City.

3. That the City Clerk is hereby directed to verify that the Agreement is fully executed by the City of Pocatello and to ensure that the originals are returned to the Idaho Transportation Department.

3. That this Resolution be attached to the above-named Agreement and made a part thereof.

RESOLVED this ____ day of August, 2020.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH NEWSOM, City Clerk

**COOPERATIVE AGREEMENT
PROJECT NO. A022(450)
FY21 POCATELLO 11 ADA RAMPS
BANNOCK COUNTY
KEY NO. 22450**

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 POCATELLO**, hereafter called the City.

PURPOSE

The City of Pocatello wishes to upgrade the following curb ramps within the City limits.

D5_00087	D5_00373	D5_00374
D5_00067	D5_00396	D5_00116
D5_00086	D5_00083	D5_00184
D5_00372	D5_00082	

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:

- I. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Fifty-Nine Thousand Six Hundred Dollars (\$59,600) to be used for Americans with Disabilities Act (ADA) curb ramp improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.
 - a. Payment will be divided into two parts. The State will pay 75% of the above-mentioned amount upon the initial written request. The remaining 25% will be paid upon the completion of the project provided that the work is completed to the State's satisfaction.

2. Upon notification of start of construction, update that information to 511 Traveler Information Services.
3. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.
4. 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 Design Manual can be viewed at the following web site: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
3. Submit a traffic control plan to the State for review.
4. Provide notification to the State when construction on the project is to begin.
5. During construction, maintain pedestrian access in accordance with the Manual for Uniform Traffic Control Devices (MUTCD). The current MUTCD can be viewed at the following web site: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
6. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
7. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State;
 - b. Request project acceptance by the State
 - c. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) can be either mailed to the Idaho Transportation Department, Contracting Services Section, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: ITDAItContracting@itd.idaho.gov , and
 - d. Request final payment upon receipt of project acceptance by the State.

8. 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.
9. Comply with all other applicable State and Federal regulations.
10. 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 within two (2) years of the effective date of this Agreement.
11. At its own expense, correct any ramps constructed under this Agreement that do not meet ADA requirements.
12. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the 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 Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

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 Highways Construction and Operations 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 Pocatello.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

Division Administrator
Highways Construction and Operations

RECOMMENDED

District Engineer

ATTEST:

CITY OF POCATELLO

City Clerk

Mayor

By regular/special meeting held
on _____

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