September 7, 2017

TO: Commissioners, Director and Deputy Directors

FROM: Tom Ferch, Transportation Funding Coordinator

SUBJECT: State Highway 55 (Eagle Road) Signal Equipment Upgrades - KN 18833 Cooperative Agreement with the Idaho Transportation Department (ITD) Consent Agenda – September 20, 2017 Commission Meeting

Executive Summary
This Cooperative Agreement sets out the responsibilities of the parties for the construction phase of a joint signal equipment project on SH-55 (Eagle Road), and describes ITD’s financial contribution to the project. The Cooperative Agreement must be signed before $450,000 in State funds will be released to ACHD for the project. Staff recommends that the Commission approve the Cooperative Agreement and authorize the Commission President to sign the Cooperative Agreement.

Facts & Findings
ACHD and ITD have identified shared intersections on State Highway 55, between State Highway 44 and Overland Road, that would benefit from signal equipment upgrades that include radar detection systems and signal controllers. This project would be managed by ACHD and ACHD has budgeted $150,000 for construction. ITD’s contribution is $450,000 and will provide inspection and acceptance of the project. Construction is scheduled to begin in late 2017 and will be completed by no later than June 30, 2018.

Fiscal Implications
Upon execution of this agreement, ITD will pay to ACHD $450,000 on or after October 1, 2017. This project is budgeted in the approved ACHD FY2018 budget.

Policy Implications
By signing this agreement, ACHD continues its policy of seeking outside funding sources to supplement general funds. The State Highway 55 (Eagle Road) Signal Equipment Upgrades project was approved by the ACHD Commission when they adopted the FY 2017-21 Integrated Five Year Work Plan on October 26, 2016. ACHD’s Legal Department has reviewed and approved this agreement.

Alternatives
1. Approve the Cooperative Agreement between ACHD and ITD. Authorize Commission President to sign.
2. Direct staff to renegotiate the terms of this agreement with ITD.
**Recommendation**
Approve the Cooperative Agreement. Authorize Commission President to sign the Agreement.

Attachments:
Cooperative Agreement for State Highway 55 (Eagle Road) Signal Equipment Upgrades - KN 18833

CC: Project File, Planning and Projects Files, Central File
PARTIES

THIS AGREEMENT is made and entered into this _______ day of ____________________, ______, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the ADA COUNTY HIGHWAY DISTRICT, hereafter called ACHD.

PURPOSE

The State has scheduled a project to install upgraded signal controllers and radar detection at signalized intersections along the SH-55 (Eagle Road) corridor that ties into ACHD’s Signal Performance Measure software. The Signal Performance Measure software provides a visual display of traffic data to aid engineers in signal timing and coordination and assist technicians with better responsiveness for maintenance of field hardware. This Agreement will set out the terms for accomplishing this work.

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

The parties agree as follows:

SECTION I: That the State will:

1. On or after October 1, 2017, pay to ACHD the amount of $450,000 which is the State’s share of the cost of this project. No additional funds will be provided by the State for this work.

2. Upon completion of the work, provide inspection and acceptance of the work.

3. Subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome ACHD from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the State or the State’s officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way connected to the construction or maintenance of the work. Any such indemnification hereunder by the State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the State shall in no event cause the
liability of the State for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of ACHD.

SECTION II. That ACHD will:

1. Purchase and install signal controllers and radar detection equipment at 15 intersections on SH-55 (Eagle Road) from Eagle/SH44 to Eagle/I-84 east bound ramp. The work is to be completed no later than June 30, 2018. Any cost in excess of the $450,000 provided by the State pursuant to this Agreement shall be the responsibility of ACHD.

2. Designate personnel to supervise and inspect the installation of the equipment in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations.

3. Maintain complete records of all costs related to the project. Any funds paid by the State that are not utilized for the project shall be returned to the State.

4. Subject to the limitations hereinafter set forth, 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 caused by or arising out of any negligent acts by ACHD or ACHD’s officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way connected to the maintenance of the work. Any such indemnification hereunder by ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any such negligent act to exceed the amount of loss, damages, expenses, or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of State.

SECTION III. It is agreed that:

1. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of ACHD and the State.
EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for ACHD by the President, attested to by the Director, with the imprinted corporate seal of the Ada County Highway District.

IDAHO TRANSPORTATION DEPARTMENT

__________________________________________
District Engineer

ATTEST:

ADA COUNTY HIGHWAY DISTRICT

__________________________________________
Director

__________________________________________
President

(SEAL)

By regular/special meeting
on ____________________.