COOPERATIVE AGREEMENT  
(SIGNAL MAINTENANCE)  
BONNEVILLE COUNTY

PARTIES

THIS AGREEMENT is made and entered into this _____ day of ________________, ________, by and between the Idaho Transportation Department, hereafter called the State, and Bonneville County, hereafter called the County.

PURPOSE

The County and State have previously signed cooperative agreements covering the construction and maintenance of traffic signals on the State Highway System in Bonneville County 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 in Bonneville County. 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 in Bonneville County. A list of the existing traffic signals on the State Highway System in Bonneville County is attached hereto as Exhibit “A”. In addition, this Agreement will also cover the signal located at the intersection of 1st Street and Ammon Road, which intersection is entirely in the County’s jurisdiction.

Upon execution of this Agreement, the Cooperative Agreement for Signal Maintenance dated October 12, 2001 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, energy and equipment to maintain all traffic signals within Bonneville County on the State Highway System. Maintenance is to include: a) service calls, b) lamp replacement, c) signal electricity, d) replacement of major components, and e) miscellaneous parts and labor, to include outside assistance when needed. (Factory representatives, etc.)

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 preventative maintenance program to include LED replacement of intersections as needed, and an annual inspection of each intersection as per requirements provided by the State, including conflict monitor testing. Complete an annual traffic signal timing inventory. Copies of all inspections shall be forwarded to the County.
4. Bill the County quarterly for the County’s share of cost to operate and maintain the traffic signals located on the State Highway System, which billing is to include an itemization of the costs listed in paragraph 1 of this section incurred during the previous quarter, including administrative costs and overhead, labor fringes, and credit for State costs. This credit will be the same ratio as shown on Exhibit “A”.

5. Maintain and provide traffic signal timing for all intersections.

6. Under the direction of the Bonneville County Engineer, provide maintenance of the signal at the intersection of 1st Street and Ammon Road, which signal is completely in the County’s jurisdiction. The State will provide consultation when the County is purchasing equipment for this signal.

7. Retain ownership of the following signal equipment for signals located on the State Highway System, 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.

SECTION II. That the County will:

1. Retain ownership of the signal poles and mast arms.

2. Monitor and keep county streets, in the vicinity of the signal detection areas, relatively free of snow and debris so that motorists can see the pavement markings.

3. Prohibit displaying or hanging of any banners, flags, decorations or any item not in conformance with the MUTCD, on the traffic signal poles or mast arms.

4. Upon receipt of each quarterly billing by the State, pay the County’s share of the cost for maintaining the traffic signals located on the State Highway System within Bonneville County.

5. Provide oversight to the State’s technicians for work to be performed on the signal at the intersection of 1st Street and Ammon Road, and provide 100% of the cost of labor and materials for that signal only, as shown on Exhibit A. The County will consult with the State when purchasing any equipment for this signal.

6. Acknowledge that the signals on the State Highway System take priority over the 1st Street and Ammon Road signal.

7. Retain ownership of all the signal equipment for the signal located at 1st Street and Ammon Road.
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 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 operating and 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 Bonneville County must be approved by both parties through an 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 County 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 cannot be accomplished after reasonable attempt, or

   (b) The damage or destruction was not caused by wrongful or negligent act of a third party.

The County 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 County 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 County by the Board of Commissioners, attested to by the County Clerk, with the imprinted corporate seal of Bonneville County.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

County Clerk

Chairman

Commissioner

Commissioner

By regular/special meeting
On 2-24-16
EXHIBIT “A”
January 2016
COOPERATIVE AGREEMENT
(SIGNAL MAINTENANCE)
BONNEVILLE COUNTY

Following is a list of the signalized intersection on the State Highway System within Bonneville County but not in any city limits.

<table>
<thead>
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<th>NO.</th>
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<td>Total</td>
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<td>20</td>
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Total Approach Lanes = 58
State \(\frac{38}{58} = 66\%\)
County \(\frac{20}{58} = 34\%\)
The County share of maintenance and power on these signals will be 34% and the State share will be 66%.

Following is a list of the signalized intersection entirely within Bonneville County but not in any city limits.

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The County share of maintenance and power on this signal will be 100% and the State share will be 0%.
COOPERATIVE AGREEMENT
(SIGNAL MAINTENANCE)
BONNEVILLE COUNTY

PARTIES

THIS AGREEMENT is made and entered into this 8th day of March, 2016, by and between the Idaho Transportation Department, hereafter called the State, and Bonneville County, hereafter called the County.

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IDAHO TRANSPORTATION DEPARTMENT

[Signature]
District Engineer

ATTEST:

[Signature]
County Clerk

(Seal)

By regular/special meeting
On 2-24-16

BONNEVILLE COUNTY
BOARD OF COMMISSIONERS

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
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hm:Bonneville Co Signal Maint Agr 2016.docx
EXHIBIT "A"
January 2016
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