

**COOPERATIVE AGREEMENT  
PROJECT NO. >**

**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 >**, hereafter called the City.

**PURPOSE**

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

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 > (\$>) 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. 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.

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**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. 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;
  - 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 [Division of Engineering Services: Contracting Services](#) ~~Division of Transportation Performance~~, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: [ITDAltContracting@itd.idaho.gov](mailto:ITDAltContracting@itd.idaho.gov) ., and
  - d. Request final payment upon receipt of project acceptance by the State.
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. Comply with all other applicable State and Federal regulations.
7. 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.
8. At its own expense, correct any ramps constructed under this Agreement that do not meet ADA requirements.
9. 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

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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 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 >.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED

\_\_\_\_\_  
Engineering Services Division Administrator

RECOMMENDED

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

ATTEST:

**CITY OF >**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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By regular/special meeting held  
on \_\_\_\_\_

hm:

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RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF >**, hereafter called the **CITY**, for ADA improvements on >; 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 > 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 (X-out non-applicable term) meeting of the City Council, City of >, held on \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

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