

**COOPERATIVE AGREEMENT
(TRAFFIC SIGNAL OPERATIONS AND MAINTENANCE)
CITY OF NAMPA**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the ITD, and the CITY OF NAMPA, hereafter called the CITY.

PURPOSE

The CITY and ITD have previously signed cooperative agreements covering the construction, operations and maintenance of traffic signals in the CITY, 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 all traffic signals within the CITY. This agreement supersedes all prior agreements covering construction, operations and maintenance of traffic signals in the CITY.

In addition, the parties find it mutually beneficial to allocate their respective share of the maintenance costs for those traffic signals pertaining to the signals on the State Highway System (SHS) in the CITY.

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

DEFINITIONS

CITY: Shall mean and refer to all areas within the incorporated CITY limits of Nampa, State of Idaho, and who is a party to this Agreement.

ITD: Shall refer to the Idaho Transportation Department, an agency of the State of Idaho, and who is a party to this Agreement.

PAY ITEMS: These are process numbers used by the CITY's accounting department to track work done by the CITY traffic operations staff in daily activities regarding traffic signal operations and maintenance.

STATE HIGHWAY SYSTEM (SHS): Major highway transportation routes that includes the designations of Interstate, United States highways and State highways.

The Parties agree as follows:

SECTION I - That the CITY will:

1. Assume all necessary maintenance responsibilities of the traffic signals & equipment, illumination, and/or traffic control devices at signalized intersections in the CITY that are on the SHS, including controllers, cabinets, vehicle detection systems, and emergency preemption equipment.
2. Provide all the labor, materials, software enhancements/updates and equipment to maintain all traffic signals & equipment, illumination, and/or traffic control devices at signalized intersections in the CITY that are on the SHS. Maintenance is to include: service calls, indication replacement, signal electricity, inspections, conduit/fiber interconnect installation, signal detection, replacement of major components, miscellaneous parts due to damage, obsolescence or wear and annual preventative maintenance.
3. Pay energy bills required to operate the traffic signals and illumination, daily monitor their operation, establish signal timings, and perform emergency and maintenance measures as necessary.
4. Bill ITD quarterly for their share of the cost to operate and maintain the traffic signals and illumination at signalized intersections in the CITY that are on the SHS, which billing is to include an itemization of the costs incurred during the previous month.
5. Update quarterly and submit to ITD a list of all signalized intersections in the CITY that are on the SHS, including the number of ITD-owned and CITY-owned approach lanes at each intersection. The updated list shall be approved by both the CITY and ITD to use it as a basis for calculating the CITY's and ITD's share of the cost to operate and maintain the traffic signals and illumination. Share of the costs to operate and maintain traffic signals and illumination shall be calculated as shown in Section III.
6. Maintain a parts inventory sufficient to provide for both routine and emergency traffic signal operations and maintenance, and when conditions require remedial action, perform the maintenance in a timely manner.
7. Upon request from ITD or as determined necessary by the CITY, review signal timing plans, measures of effectiveness and propose adjustments to timing plans as needed to maintain operational efficiency of the signalized intersections in the CITY that are on the SHS. The CITY will submit signal timing changes to ITD for review and approval prior to making any changes and then also provide ITD copies of the updated signal timing plans after approval. Emergency signal timing changes in the field do not require prior approval by ITD. The CITY will communicate to ITD within three days of any emergency signal timing change.

8. Obtain written concurrence of ITD before using the traffic signal poles or mast arms for any other purpose other than to support traffic control devices or luminaires.
9. Maintain, erect and install only traffic control devices, including signs that are in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition adopted by the ITD).
10. Ensure all work performed within the ITD right-of-way will conform to the Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition adopted by the ITD) and all other ITD requirements.

SECTION II - That ITD will:

1. Within 30 days following receipt of each quarterly billing by the CITY, notify the CITY of any discrepancies or questions on the invoice or pay ITD's share of the cost for maintaining the traffic signals and illumination at the signalized intersections in the CITY that are on the SHS.
2. Assist the CITY in programming of controllers and pre-installation testing of new cabinets and related signal equipment, if requested in writing by the CITY.
3. Review/Approve signal timing plans for traffic signals in the CITY that are on the SHS.

SECTION III – Both parties agree that:

1. This Agreement shall become effective on the first date written above and shall remain in full force and effect until amended or replaced upon written mutual consent of the parties hereto. This Agreement supersedes and voids all previous Cooperative Traffic Signal Maintenance Agreements entered into between the parties.
2. The agreement may be terminated at any time upon a 90 day written notice by either party thereof to the other.
3. The parties shall meet annually to discuss traffic signal operations at the signalized intersections in the CITY that are on the SHS.
4. Work related to Statewide Transportation Improvement Plan projects will be billed separately to those individual projects, in so long as they have a cooperative or other agreement defining the roles/responsibilities of that particular project.

5. Each party shall be responsible for its share of the costs of operating and maintaining the traffic signals and illumination at signalized intersections in the CITY that are on the SHS, which is determined as follows:

Formula definitions:

- A. Total number of approach lanes of the intersection owned by ITD.
- B. Total number of approach lanes of the intersection owned by the CITY.
- C. Total number of approach lanes of the intersection.
- D. Total cost of Pay Items 1 - 11 and signal electricity to maintain all traffic signals at signalized intersections in the CITY that are on the SHS. Pay Item descriptions are included in Appendix A, attached hereto and made a part hereof.

Responsibility allocation formula:

ITD's share = $(A/C) D$

The CITY's share = $(B/C) D$

6. Any reconstruction, upgrade, or modification of any traffic signal at intersections in the CITY that are on the SHS, must be approved in writing by both parties; approval may be required to be through an agreement for construction. Upgrades to signal equipment and software, including conduit/interconnect installation, vehicle detection equipment, communications, etc. shall require prior approval by both parties.
7. Traffic signals at intersections in the CITY that are on the SHS will not be altered or abandoned without prior written concurrence of both parties.
8. Should any of the traffic signals at intersections in the CITY that are on the SHS be damaged or destroyed through the wrongful or negligent act of a third party, the CITY will make every effort to determine the identity and whereabouts of the responsible party, and the CITY will attempt collection of the costs to repair or replace. ITD will assist in all aspects of collections upon written request by the CITY. The parties will share the costs of repair or replacement in accordance with the split established with the rules below if:
 - a. Collection cannot be accomplished after reasonable attempt, or
 - b. The damage or destruction was not caused by the wrongful or negligent act of a third party.

The CITY and ITD agree to advance funds for repair or replacement based upon their proportionate share of the cost. If the CITY is able to collect the cost of repair or replacement from the responsible party, it shall reimburse ITD the funds it advanced.

The split cost shall be in accordance with the following formula on a per approach lane basis as follows:

- A. Total number of approaches of the intersection owned by ITD
- B. Total number of approaches of the intersection owned by CITY
- C. Total number of approaches at intersection
- D. Total cost for repair

ITD's share = (A/C) D

The CITY's share = (B/C) D

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 SHS traffic signals that is different from the standard of care imposed by the law.

It is understood and agreed that neither ITD, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. The CITY, its officers, agents, servants or employees shall not be responsible for any damage or liability arising in connection with work to be performed by ITD which is not otherwise delegated to the CITY.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the first date written above.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer for District 3

ATTEST:

CITY OF NAMPA

City Clerk

Mayor

(SEAL)

By regular/special meeting

on _____.

hm:Nampa ITD TrafficSignal Coop 2023

Appendix “A”

The CITY Pay Item Number Descriptions

0001-A - PREVENTATIVE ROUTINE SIGNAL MAINT/STATE INTERSECTIONS Calculate a per hour/per lane amount.

City of Nampa Signal Techs charge to this process number during any scheduled routine maintenance work on State route traffic signal systems.

0001-B - SIGNAL MOD/STATE Calculate a per hour/per lane amount

City of Nampa charge time to this process number for any traffic signal modifications made to signal on State route traffic signal systems.

0002-A - LOCATES DIG-LINE LOCATIONS Calculate a per hour/per lane amount

City of Nampa Signal staff charge time to this process number for any dig-line locates for traffic signals on State route traffic signal systems.

0003-A - RESPONSE EMERGENCY MAINTENANCE Calculate a per hour/per lane amount

City of Nampa Signal Techs charge time to this process number during any response emergency maintenance and testing on State route traffic signal systems.

0004-A - OPERATIONAL MAINTENANCE Calculate a per hour/per lane amount

City of Nampa Signal staff charge time to this process number for traffic signal operation timing maintenance and analytics for traffic signals on State routes. City of Nampa Signal – Engineers or Engineering Consultants charge their time when making any signal timing changes to signals on State route traffic signal systems.

0005-A - TRAFFIC CONTROL Calculate a per hour/per lane amount

City of Nampa Signal Techs charge time to this process number for any traffic control on State route traffic signal systems.

0006-A - NEW INVENTORY / REPLACEMENT INVENTORY Calculate a per hour/per lane amount

City of Nampa to charge time to this process number for new or replacement signal equipment inventory for equipment associated with all signal device equipment on State route traffic signal systems.

0007-A - TRAFFIC SIGNAL SYSTEM ELECTRICAL UTILITY Calculate a per hour/per lane amount

City of Nampa to charge Traffic signal electrical utility cost on State route traffic signal systems.

0007-B - TRAFFIC ILLUMINATION ELECTRICAL UTILITY Calculate a per hour/per lane amount

City of Nampa to charge Intersection Illumination electrical utility cost on State route traffic signal systems.

0008-A - DOCUMENTATION Calculate a per hour/per lane amount

City of Nampa staff charge time to this process number for associated with documentation and record keeping on State route traffic signal systems.

0009-A - DESIGN MODIFICATION AND REVIEW Calculate a per hour/per lane amount

City of Nampa staff time and costs associated traffic signal design modifications & review. City of Nampa Signal Engineers or Engineering Consultants charge their time when making any signal modifications on State route traffic signal systems.

0010-A - Labor / Staff Resources / Salaries - Reference Only

Salaries including benefits.

0011-A - Tools & Equipment - Reference Only

Vehicles or tools to perform maintenance.

0012-A - Traffic signal maintenance agreements - Reference Only

Agreements between the State and Local

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF NAMPA**, hereafter called the **CITY**, for maintenance of all traffic signals within the city limits; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for maintenance of all traffic signals 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 special (X-out non-applicable term) meeting of the City Council, City of Nampa, held on

_____, _____ .

(Seal)

City Clerk