

EXECUTIVE SUMMARY
FY23 ADA RAMP PROJECT N. 5TH AVE. & CLARK ST.
AGREEMENTS/CONTRACTS

To: Mayor Brian Blad and City Council
From: Merrill Quayle, Public Works Development Engineer
Becky Robison, Project Manager
Date: Meeting Date – June 15, 2023
Re: FY23 ADA RAMP PROJECT – N. 5th Ave. and Clark St., Local Agreement

REQUEST

Council may wish to approve a Cooperative Agreement for the FY23 ADA Ramp Project between ITD and the City of Pocatello and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. There is no fiscal requirement or match for the project, but the project is completed via a reimbursement grant.

BACKGROUND

In March 2021, the City Council authorized staff to apply for the ADA Curb Ramp program for the intersection of N. 5th Ave. and Clark Street.

The Idaho Transportation Department (ITD) allocated \$500,000 of state funds annually for local entities to update ADA facilities. The city was awarded \$60,000 in state funding be used to alter existing curb ramps on the state highway system to meet the requirements of the ADA. Funds can only be used for construction purposes. The City of Pocatello has participated in the program for at least the last four years. This is the final year the State is allocating funding in this manner.

RECOMMENDATION

Staff recommends that the Council:

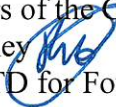
1. Approve the Cooperative Agreement FY23 Pocatello 4 ADA Curb Ramps between ITD and the City of Pocatello;
2. Authorize the Mayor to execute the Cooperative Agreement FY23 Pocatello 4 ADA Curb Ramps and all applicable documents related to the project, subject to legal department review.

Attachment

Cooperative Agreement FY23 Pocatello 4 ADA Curb Ramps, Project No. A023(365) FY23 Pocatello 4 ADA Curb Ramps

#12

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Cooperative Agreement with ITD for Four (4) ADA Curb Ramps (Engineering)
DATE: May 22, 2023

I have reviewed the above-referenced Cooperative Agreement, and the accompanying Resolution, and it meets with my approval for the signature and submission of the Agreement once so authorized by the Council. I would recommend that if Council so authorizes, then the Council authorizes the Mayor to sign any documents to facilitate the accomplishment of this project.

If you have any questions, please feel free to contact me.

#12

**COOPERATIVE AGREEMENT
PROJECT NO. A023(365)
FY 23 POCATELLO 4 ADA CURB RAMPS
KEY NO. 23365**

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_00093
- D5_00061
- D5_00092
- D5_00062

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 Sixty Thousand Dollars (\$60,000) 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) shall be mailed to the applicable Idaho Transportation Department district office; 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 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

RECOMMENDED

District Engineer

ATTEST:

CITY OF POCATELLO

City Clerk

Mayor

By regular/special meeting held
on _____

md: 23358 ADA COOP - Pocatello

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE STATE OF IDAHO TRANSPORTATION DEPARTMENT, AND THE CITY OF POCA TELLO SETTING OUT TERMS AND CONDITIONS FOR SHARING THE COSTS OF UPGRADING CURB RAMPS WITHIN THE 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 called the "STATE," has submitted an Agreement outlining obligations of the STATE and the City of Pocatello, hereafter called the "CITY," for ADA improvements on state highways within city limits; 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 BY THE MAYOR AND COUNCIL OF THE CITY OF POCA TELLO AS FOLLOWS:

1. That the Cooperative Agreement to construct ADA improvements on state highways 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.

RESOLVED this ___ day of June, 2023.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk