

**STATE/LOCAL AGREEMENT
PROJECT NO. ID-SB(803)
MAIN OREGON TRAIL BACK COUNTRY BYWAY
INTERPRETIVE SIGNAGE
KEY NO. 18668**

PARTIES

THIS AGREEMENT is made and entered into this 9 day of February, 2010, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **THE IDAHO CHAPTER OF THE OREGON-CALIFORNIA TRAILS ASSOCIATION**, acting by and through its authorized representative, hereafter called the Sponsor.

PURPOSE

The Sponsor wishes to install interpretive signs at several sites within the Main Oregon Trail Back Country Byway, as identified in Exhibit A. This Agreement will set out the responsibilities of the parties in the design, construction and maintenance of the work.

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

The Parties agree as follows:

SECTION I. That the State will:

1. Participate in the project as detailed in Exhibit A.
2. Upon receipt of appropriate documentation from the Sponsor showing expenditure of funds for the project, reimburse the Sponsor up to a maximum of \$35,200.00.
3. Authorize the Sponsor to administer the project design and construction. Prior approval of the State will be obtained if it is necessary during the life of the contract to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed. At its discretion, the State will perform a final inspection of the project when it is completed.

SECTION II. That the Sponsor will:

1. Provide the required environmental document(s) for this project.
2. Enter into agreement with the various agencies listed in Exhibit A to provide installation and maintenance of the signs as shown on Exhibit A.

3. Provide a funding match of 22.37% of the total estimated project costs and assume responsibility for all costs of the project that exceed the requested Federal-aid of \$35,200.00.
4. Bill the State for reimbursement of actual expenses, showing the federal and local costs separately. The Sponsor will maintain complete records and submit an itemized invoice of all manpower, materials and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material – Costs of new material utilized on the project shall be supported by copies of invoices.
 - c. Out-of-pocket expenses – All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the ledgers and the source document.
5. Notify the State upon completion of the work. The State shall be given the opportunity to fully inspect the work prior to final acceptance. The Sponsor shall cause to be replaced work or materials found to be unacceptable to the State.
6. Accept all maintenance responsibilities for the completed work.
7. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
8. 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 that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor in the design and construction of the work.

SECTION III.

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

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

3. The principal contacts for this Agreement are:

Garry Young, Idaho Scenic Byway
Coordinator/Program Manager
Idaho Transportation Department
PO Box 7129
Boise, ID 83707-1129
(208) 334-8214

Jerry Eichhorst, Vice President
Idaho Chapter of the Oregon-
California Trails Association
2013 S. Trapper Cove Ave.
Boise, ID 83709
(208) 321-4519

EXECUTION

This Agreement is executed for the State by its Assistant Chief Engineer (Development), and executed for the Sponsor by its authorized representative.

IDAHO TRANSPORTATION DEPARTMENT
APPROVED BY:

Assistant Chief Engineer (Development)

Approved as to form:

Deputy Attorney General

RECOMMENDED:

Roadway Design Engineer

**IDAHO CHAPTER OF THE OREGON-
CALIFORNIA TRAILS ASSOCIATION**