

☐ IDAPA RULE ☐ IDAPA FEE ☒ BOARD ACTION REQUIRED
☐ BOARD POLICY ☐ INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Park and Recreation Quarterly Meeting
October 28, 2024
2885 West Kathleen Ave,
Coeur d'Alene, ID 83815

AGENDA ITEM: Cooperative Agreement with the Idaho Transportation Department (ITD)
Farragut State Park, Brig Road and SH54

ACTION REQUIRED: Authorize Director to Sign the Amended Cooperative Agreement

PRESENTER: Adam R. Zaragoza, Management Services Administrator

PRESENTATION

BACKGROUND INFORMATION:

The Farragut Brig renovation and intersection work has been in IDPR's plans since the concept was developed in 2017. IDPR and ITD staff have been working together to design the best intersection option that meets the needs for the public. Due to estimated construction costs and updated engineering plans, ITD is willing to contribute an additional \$1.5 million for the intersection construction, totaling a \$3.3 million dollar investment. This item is an action item for the Board to authorize the IDPR Director to sign the amended Agreement.

On August 16, 2023, the IDPR Board authorized Director Buxton to sign a Cooperative Agreement. That included an initial transfer of \$1.8 million in funding from ITD to IDPR for the design and construction of the intersection. This amendment nullifies and supersedes the original agreement.

STAFF RECOMMENDATIONS:

Staff recommends the Board authorize the IDPR Director to sign the amended Cooperative Agreement with the Idaho Transportation Department for the State Highway 54 and Brig Road intersection.

*Attachment: Amended Cooperative Agreement
June 2024 Intersection Design
August 16, 2023 Original Agreement*

AMENDED COOPERATIVE AGREEMENT

**COOPERATIVE AGREEMENT
SH-54 & BRIG ROAD INTERSECTION IMPROVEMENTS,
FARRAGUT STATE PARK,
KOOTENAI COUNTY
KEY NO. 24373**

PARTIES

THIS COOPERATIVE AGREEMENT is made and entered into this day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called ITD, and the **IDAHO DEPARTMENT OF PARKS AND RECREATION**, hereafter called the Park.

PURPOSE

ITD has programmed a project for the purpose of intersection improvements on SH-54 and Brig Road from mile post 13.6 to mile post 14.0. This Agreement will set out the terms and conditions for the work, standards and materials, and funding.

Authority for this Agreement is established by Section 40-317, Idaho Code and Sections 67-4223(2), Idaho Code.

SECTION I. That ITD will:

1. Upon execution of this Agreement, pay the Park the lump sum of \$3,300,000, to be ITD's portion of cost for materials and labor for intersection and bike/pedestrian under pass improvements. No additional funds will be paid by ITD for this work. This cooperative agreement nullifies and supersedes the original dated, August 14, 2023.
2. Designate personnel, as ITD deems necessary, to inspect the improvements to SH-54 and Brig Road in accordance with the plans and specifications.

SECTION II. That the Park will:

1. Program construction of intersection improvements on SH-54 as described in the Purpose Section above and execute all necessary agreements and permits.
2. Provide any additional labor, materials and funding not provided by ITD to make improvements to portions of SH-54 and Brig Road and bike/pedestrian underpass.
3. Provide ITD with construction plans which meet ITD's Standard Specifications for Highway Construction, 2018 Edition to review, and allow ITD to approve such prior to the commencement of construction.
4. Notify the ITD of any planned changes or modification to the approved plans.
5. Notify ITD when roadway improvements are complete. Allow ITD to inspect the road and underpass upon completion and agree to correct or fix any issues related to construction that do not meet ITD standards.
6. Ensure SH-54 is safe and passable for highway traffic detoured during construction.

SECTION III. It is agreed that:

1. ITD and the Park will pay their portion of the project costs upon execution of this Agreement.
2. Sufficient Appropriation. It is understood and agreed that ITD and the Park are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate ITD or the Park beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. ITD and the Park reserve the right to terminate this Agreement if, in either agency's sole judgement, the Federal Government or legislature of State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for ITD or the Park. Any such termination shall take effect

immediately upon notice and be otherwise effective as provided in this Agreement.

3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of ITD and the Park.

[The remainder of this page is intentionally left blank.]

EXECUTION

This Agreement is executed for ITD by District Engineer, and executed for the Park, by its Director, both of whom are authorized signatories for their respective agencies.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

By dallan at 8:39 am, Oct 21, 2024

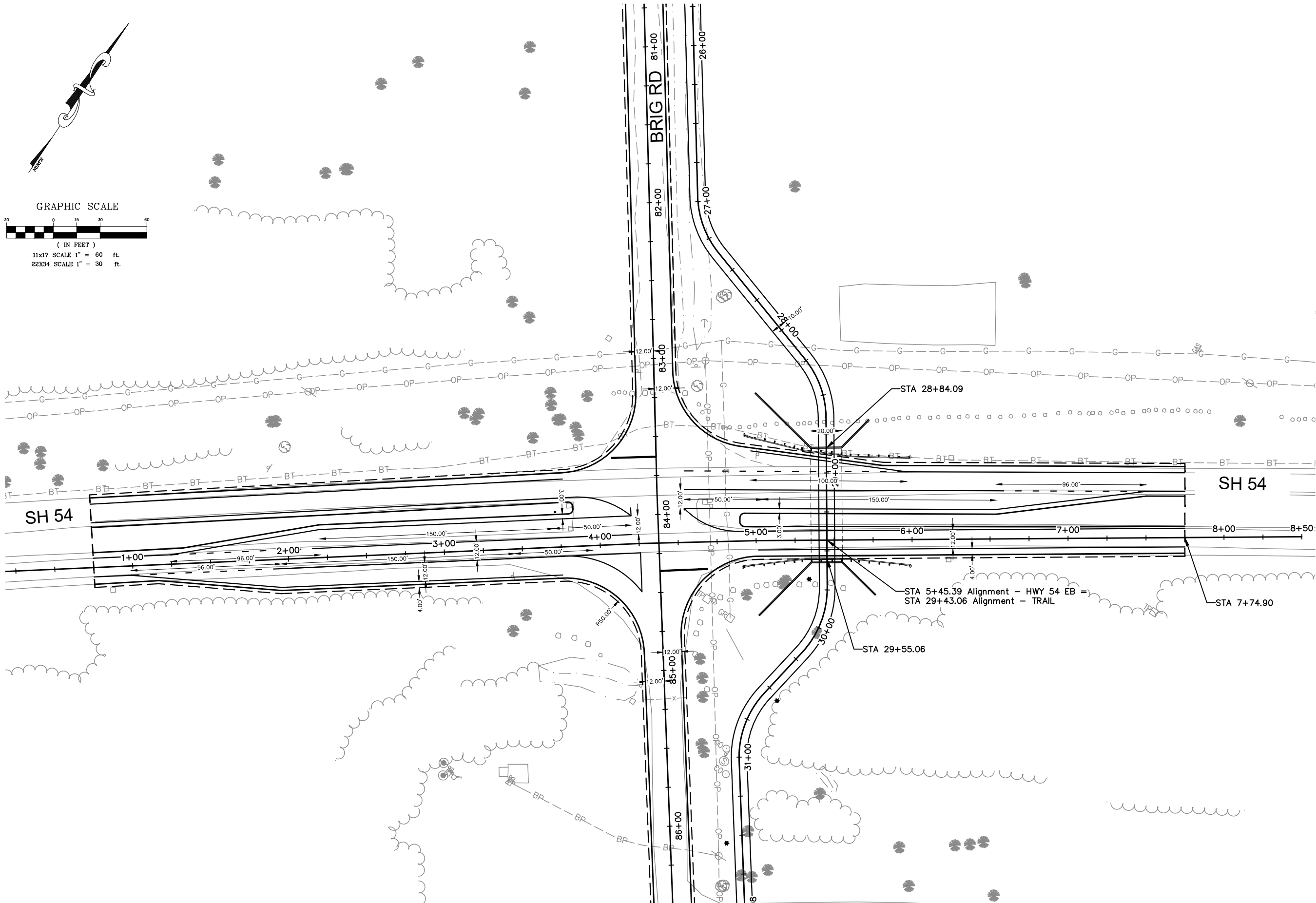
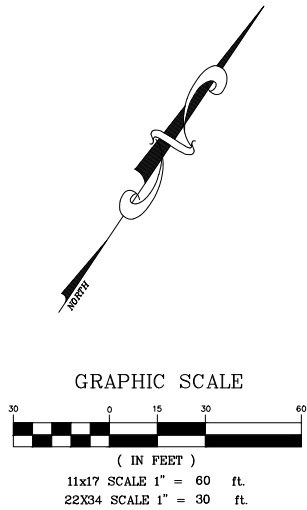
Damon Allen, P.E.
District Engineer
Division of Highways Development

IDAHO DEPARTMENT OF PARKS AND RECREATION

Susan E. Buxton
Director

JUNE 2024 INTERSECTION DESIGN

N:\Civil3D Projects\41281.010\Source Drawings\Alignments\41281.010CONCEPT_INT.dwg, 6/11/2024 12:20:00 PM, Sandra, 1:2



CONCEPT - OVERALL INTERSECTION PLAN

SCALE: AS SHOWN

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DS1

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www.welchcomer.com
208-664-9382
330 E. Lakeside Ave, Suite 101
Coeur d'Alene, ID 83814
(toll free) 877-815-5672
(fax) 208-664-5946

IDAHO STATE PARKS

FARRAGUT - BRIG RD. AND
HWY 54 INTERSECTION

CONCEPT - OVERALL INTERSECTION
PLAN

PROJ NO: 41281.01
DESIGNED BY: MC / AD
DRAWN BY: JT
CHECKED BY: ---
DWG: 41281.010CONCEPT_INT.DWG
DATE: 06-11-2024
SHEET NO:

DS1

AUGUST 16, 2023 ORIGINAL AGREEMENT

COOPERATIVE AGREEMENT
SH-54 & BRIG ROAD INTERSECTION IMPROVEMENTS,
FARRAGUT STATE PARK,
KOOTENAI COUNTY
KEY NO. 24373

PARTIES

THIS COOPERATIVE AGREEMENT is made and entered into this 14th day of August, 2023, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called ITD, and the IDAHO DEPARTMENT OF PARKS AND RECREATION, FARRAGUT STATE PARK hereafter called the Park.

PURPOSE

ITD has programmed a project for the purpose of intersection improvements on SH-54 and Brig Road from mile post 13.6 to mile post 14.0. This Agreement will set out the terms and conditions for the work, standards and materials, and funding.

Authority for this Agreement is established by Section 40-317, Idaho Code and Section 67-4223(2), Idaho Code.

SECTION I. That ITD will:

1. Upon execution of this Agreement, pay the Park the lump sum of \$1,800,000.00, to be ITD's portion of cost for materials and labor for intersection improvements.
2. Designate personnel, as ITD deems necessary, to inspect the improvements to SH-54 and Brig Road in accordance with the plans and specifications.

SECTION II. That the Park will:

1. Program construction of intersection improvements on SH-54 and Brig Road as described in the Purpose Section above and execute all necessary agreements and permits.
2. Provide any additional labor, materials and funding not provided by ITD to make improvements to portions of SH-54 and Brig Road.
3. Provide ITD with construction plans which meet ITD's Standard Specifications for Highway Construction, 2018 Edition to review, and allow ITD to approve such plans prior to the commencement of construction.
4. Notify ITD of any planned changes or modification to the approved plans.
5. Notify ITD when roadway improvements are complete. Allow ITD to inspect the road upon completion and agree to correct or fix any issues related to construction that do not meet ITD standards.
6. Ensure SH-54 is safe and passable for highway traffic detoured during construction.

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1. ITD and the Park will pay their portion of the project costs upon execution of this Agreement.
2. Sufficient Appropriation. It is understood and agreed that ITD and the Park are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate ITD or the Park beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. ITD and the Park reserve the right to terminate this Agreement if, in either agency's sole judgement, the Federal Government or legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for ITD or the Park. Any such termination shall take effect

immediately upon notice and be otherwise effective as provided in this Agreement.


3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of ITD and the Park.

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EXECUTION

This Agreement is executed for ITD by its District Engineer, and executed for the Park, by its Director, both of whom are authorized signatories for their respective agencies.

IDAHO TRANSPORTATION DEPARTMENT



Damon Allen, P.E.
District Engineer

**IDAHO DEPARTMENT OF PARKS AND
RECREATION**



Susan E. Buxton
Director