

LHTAC/LOCAL AGREEMENT
LEADING IDAHO BRIDGE PROGRAM
BRIDGE KN 36110
LILB# 1.1.2 TETON COUNTY

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and TETON COUNTY, acting by and through its Commission or Council (Sponsor).

PURPOSE

LHTAC is administering the Leading Idaho Local Bridge (LILB) program funded with state funds authorized by the Idaho Legislature through Senate Bill 1359 (2022). This program is intended to serve the Local Highway Jurisdictions with the repair or replacement of bridges (greater than 20 foot span) that are in poor condition and/or have a load restriction. The Sponsor has requested their Bridge KN **36110** be repaired through this Project.

Authority for this Agreement is established by Title 40-719 of Idaho Code under the Strategic Initiatives Program.

The Parties agree as follows:

SECTION I. GENERAL

1. This agreement applies only to Bridge KN **36110**. The project costs by the local sponsor paid for invoiced services (materials and rental equipment) are **not to exceed \$100,000**.
2. The sponsor and LHTAC have agreed that the Sponsor will perform procurement, scheduling and coordination of the project in conformity to Idaho Code 67-2805. Sponsor's expenses for staff or owned equipment are not eligible for reimbursement.
3. LHTAC will provide oversight of the project and the Sponsor will contribute as outlined in this agreement.
4. The funds for the LILB program are available immediately and the PROJECT may commence upon execution of this agreement.
5. A project detail form that includes an estimated budget, schedule and agreed upon local sponsor contributions is outlined in Attachment A.

6. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide oversight for the development of the project through LHTAC staff or contracted resources.
2. Provide oversight of the construction of the project.
3. Review and contracts or agreements, prior to execution, the Sponsor may produce for the project.
4. Reimburse sponsor on approved reimbursements within 30 days of receipt.
5. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated without LHTAC approved cause prior to completion.

SECTION III. Sponsor shall:

1. Permit LHTAC and LHTAC's contractors to conduct highway and bridge design and construction activities such as, but not limited to: data collection, survey, design, repair or replacement for Bridge KN **36110** within the public Right-of-Way required by such activities.
2. Maintain all application and award 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.
3. Pay for any additional activities not provided by LHTAC or LHTAC's contractors.
4. Engage in the optional activities documented in Attachment A (if applicable).
5. Review and approve the cost benefit analysis of the proposed bridge repair outlined in Attachment B.

6. Upon completion of the project, maintain Bridge KN **36110** in a manner necessary for safe utilization.

SECTION IV. EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed elected official, attested to by its Clerk.

SECTION V. PERIOD OF APLICABILITY

This agreement becomes effective upon the signature of both parties. Both parties shall be delivered an electronic executed copy of this agreement within five (5) business days from execution and shall be in effect until the completion and closeout of the PROJECT or until cancelled through terms outlined in this agreement.

SECTION VI. TERMINATION

1. This agreement may be terminated with the mutual written consent of LHTAC and the Sponsor. Upon cancelling LHTAC will inform the Sponsor of any repayment of state funds owed, if applicable.
2. LHTAC may terminate this agreement if the Sponsor is in material noncompliance with program requirements.

LHTAC

Administrator

ATTEST:

TETON COUNTY

DESIGNATED OFFICIAL

TITLE

Attachment A

Leading Idaho Local Bridge Program Project Detail Sheet

Bridge KN: 36110

Carries: S 2000 E

Crosses: DARBY Creek

Jurisdiction: TETON County

Project Description

Due to the good condition of the BRIDGE, it is recommended that scour counter measures be installed along the abutments and nearby banks. Riprap will be placed in accordance with the hydraulic report and plans produced by Keller Associates.

LHTAC and the Sponsor have agreed for the Sponsor to participate in the project development and construction with the following activities:

Sponsor will:

Coordinate the construction of the project with the assistance of LHTAC and contractors.

Perform procurement services for materials and contractors

Submit for reimbursement eligible expenses not to exceed \$100,000