

MEMORANDUM OF AGREEMENT
Between
IDAHO DEPARTMENT OF PARKS AND RECREATION
At City of Rocks National Reserve and Castle Rocks State Park
And
CASSIA COUNTY ROAD & BRIDGE DEPARTMENT

Article I. Background and Objectives

Whereas, both the Idaho Department of Parks and Recreation (hereinafter known as IDPR) and Cassia County Road & Bridge Department, (hereinafter known as the County) have a public responsibility to ensure safe and satisfactory roads to and through City of Rocks National Reserve and to Castle Rocks State Parks, and

Whereas, the increased traffic to these parks have led to unsustainable levels of maintenance and repair cost for the County, and

Whereas, IDPR has some means of responding to road repairs, and in some cases routine maintenance on these roads which are critical to the safety and satisfaction of park visitors,

Whereas, IDPR and the County are authorized by the terms of Idaho Code § 67-2332 to enter into agreements to perform governmental services, activities, or undertakings which each public agency entering into the contract is authorized by law to perform, including, but not limited to, joint contracting for services, supplies and capital equipment,

Therefore, both parties agree to work cooperatively when and where possible to achieve safe and well-maintained public roads in the City of Rocks National Reserve and Castle Rocks State Park vicinity.

Article II. Statement of Work and Responsibilities

To satisfy this agreement:

A. The Idaho Department of Parks and Recreation agrees to:

1. Provide assistance to the County, at the request of the County, in making repairs to and performing routine maintenance on roads designated in Attachment A, when and where such is possible, in IDPR's sole discretion.
2. Adhere to road maintenance and construction standards established by the County.
3. Participate when possible in road condition assessments and traffic surveys on said roads.
4. Cooperate with the County to provide signage and safe pull-out and parking areas for the public.
5. When in the best interest of IDPR, permit the County road foreman (appropriately licensed) to operate state or federal equipment. Excepting damage to the equipment caused by the negligent actions of the County road foreman, maintenance and repair of the equipment remains the responsibility of IDPR.

B. Cassia County Road and Bridge Department agrees to:

1. Retain jurisdiction over and primary responsibility for County roads through City of Rocks National Reserve, including roads designated in Attachment A.
2. Provide road maintenance and construction standards and routine guidance to IDPR for roads designated in Attachment A, for which the County has requested IDPR assistance.
3. When assistance is requested by the County, provide materials and supplies for repairs when and where possible at no charge to IDPR, except where materials are used on secondary park roads in IDPR's jurisdiction. Such materials may be provided by the County to IDPR; and costs shall be reimbursed through an interagency purchase.
4. As determined by the County, conduct road condition assessments and traffic surveys on said roads to ascertain acceptable speed limits and design and maintenance needs.
5. When in the best interest of, and as approved by, the County, permit the IDPR maintenance foreman (appropriately licensed) to operate County Road and Bridge equipment. Excepting damage to the equipment caused by the actions of the IDPR maintenance foreman, maintenance and repair of the equipment remains the responsibility of the County.
6. Council with IDPR regarding provision of signage and safe pull-out areas for the public.

Article III. Terms of Agreement

1. Nothing in this MOA shall be construed as obligating either party to this agreement to expend or obligate funds or resources beyond what each are willing and able to contribute, or as increasing or diminishing the powers, privileges or authorities of the parties.
2. This agreement supersedes all previous or expired mutual assistance agreements between IDPR and Cassia County.
3. Either party may terminate this agreement after 60 days written notice to the other party of its intent to terminate.
4. The initial term of this MOA shall be for a period from the date of execution of this MOA until September 30, 2012. Unless a party notifies the other party by July 31 of present year of its intention not to renew and continue this MOA such term shall be automatically extended for a further period of one (1) year and shall only be terminated as hereinbefore provided. In the event of such continuation on a year to year basis, all of the terms and provisions hereof shall continue in full force and effect during said extensions.
5. Nothing in this MOA shall be deemed to cause either party to accept liability for injuries to person or property caused by the actions of the other. In carrying out the terms of this MOA each party is an independent actor and is not directed by, or under the control of, the other party. Each party shall carry insurance adequate to pay claims arising out of the actions contemplated in this MOA up to the legal limits of liability established in the Idaho Tort Claims Act, Idaho Code §§ 6-901 et seq. IDPR is a State of Idaho agency and possesses liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776. County is a governmental subdivision of the State of Idaho and possesses liability coverage for public liability, personal injury, death, and property damage through the Idaho Counties Risk Management Program (ICRMP).
6. Nothing in this MOA shall be construed to grant to either party the authority to enter into contracts or agreements on behalf of the other party.
7. The respective obligations and duties set forth herein may not be assigned or subcontracted by either party without the written consent of the other party.
8. No amendment to this MOA shall be effective unless memorialized in a document signed by both parties.

Article IV. Key Officials

1. Sam Adams, Road Foreman, Cassia County Road and Bridge Department
1459 Overland Ave
Burley, ID 83318
208-312-1173

2. Wallace Keck, Park Manager, City of Rocks National Reserve/Castle Rocks
P.O Box 169
Almo, ID 83312
208-824-5911

Article V. Authorizing Signatures

1.  Date 3-15-12
Nancy Merrill, Director
Idaho Department of Parks and Recreation

2.  Date 3-26-12
Dennis D. Crane, Commissioner
Cassia County Commission

