

REQUEST FOR COUNCIL ACTION

SUBJECT: Installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher (1940 West 7000 South)

SUMMARY: Approve an Interlocal Cooperation Agreement (D.A. No. 15-02424) with Salt Lake County for installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher located at 1940 West 7000 South), in an amount not-to-exceed \$24,000.00.

FISCAL AND/OR

ASSET IMPACT: The funds for this project are available in the Traffic Signals account.

STAFF RECOMMENDATION:

Staff recommends approval of an Interlocal Cooperation Agreement (D.A. No. 15-02424) with Salt Lake County for installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher located at 1940 West 7000 South), in an amount not-to-exceed \$24,000.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. ~~15-208~~ authorizing the Mayor to execute an Interlocal Cooperation Agreement (D.A. No. 15-02424) with Salt Lake County for installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher located at 1940 West 7000 South), in an amount not-to-exceed \$24,000.00.

Roll Call vote required.

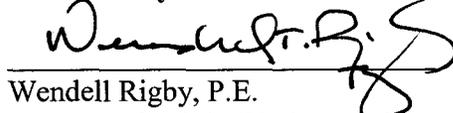
Prepared by:


Bill Baranowski, P.E.
Traffic Engineer

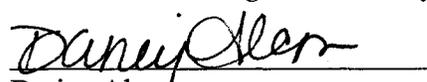
Reviewed by:


Nathan Nelson, P.E.
City Engineer

Reviewed by:


Wendell Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Darien Alcorn
Acting City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

This Interlocal Cooperation Agreement between West Jordan City and Salt Lake County was prepared to facilitate the installation of an overhead crossing arm, striping and a pedestrian ramp for the crosswalk located at the intersection of Camelot Way (1940 West) at 7000 South. The agreement stipulates that West Jordan City will pay the cost of the installation with labor and materials provided by Salt Lake County.

West Jordan City Council reviewed a number of crosswalk alternatives in March 2015 at this location and directed staff to install overhead Rectangular Rapid Flashing Beacons (RRFBs). West Jordan City staff has prepared a design-layout and is preparing easements to install poles on the north and south side of 7000 South. The Salt Lake County signal department is ready to install the poles and the City supplied flashers at this crosswalk as soon as the property easements for the poles are signed.

Rectangular Rapid Flashing Beacons (RRFBs) are traffic safety warning devices that use LED lights to emit rapid flashing (wig-wag) lights to drivers to alert them of the presence of pedestrians in the crosswalk. West Jordan City has been successful in using RRFBs to increase motorist yielding to pedestrians at unsignalized crossings.

The City has previously installed RRFBs at four midblock crosswalk locations in the City. Besides the RRFB flashers planned for this location on 7000 South there are two other locations that are planned for installation in 2015-16:

1. The City received a request and has planned a new RRFB crossing on Grizzly Way at the existing crosswalk in front of West Hills Middle School. These will be installed by City crews as they are on short side-mounted poles.
2. The City received a request and has planned a new RRFB crossing on 3200 West 7900 South at the Senior Housing Complex. These will be installed by City crews as they are on short side-mounted poles.

Attachments:

Resolution
Interlocal Agreement

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. **15-208**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR INSTALLATION AND MAINTENANCE OF AN OVERHEAD PEDESTRIAN CROSSWALK WARNING FLASHER AT 1940 WEST 7000 SOUTH

Whereas, the City Council of the City of West Jordan has reviewed an Interlocal Cooperation Agreement between the City of West Jordan and Salt Lake County (a copy of which is attached as **Exhibit A**) for the installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher at 1940 West 7000 South, in an amount not to exceed \$24,000.00; and

Whereas, the City Council of the City of West Jordan desires to enter into the attached Interlocal Cooperation Agreement with Salt Lake County for the installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher at 1940 West 7000 South.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to execute the Interlocal Cooperation Agreement between the City of West Jordan and Salt Lake County for an amount not to exceed \$24,000.00.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 17th day of November 2015.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

**CITY OF WEST JORDAN AND
SALT LAKE COUNTY**

**INTERLOCAL COOPERATION AGREEMENT
FOR
INSTALLATION AND MAINTENANCE
OVERHEAD PEDESTRIAN CROSSWALK WARNING FLASHER
1940 WEST 7000 SOUTH**

THIS AGREEMENT (this "Agreement") is made pursuant to the Utah Interlocal Cooperation Act by and between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and WEST JORDAN CITY (the "CITY"), a municipal corporation created under the laws of the State of Utah.

WITNESSETH:

WHEREAS, the CITY desires to contract with the COUNTY for the installation and maintenance of an Overhead Pedestrian Crosswalk Warning Flasher (the "Warning Flasher") at 1940 West 7000 South in Salt Lake County; and

WHEREAS, the parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. PURPOSE.

The COUNTY, through its Public Works Department, Operations Division, shall be responsible for all matters pertaining to the installation and maintenance of the Warning Flasher located at 1940 WEST 7000 SOUTH and will provide the necessary labor, equipment and materials for said installation as described in Exhibit "A," attached hereto and incorporated by

reference. Work shall be performed by the COUNTY to existing COUNTY standards for traffic signal installation on County's public roads.

2. DURATION.

The term of this Agreement shall begin on November 1, 2015 and end on June 30, 2016.

Upon installation, the Warning Flasher shall be owned by the CITY.

3. FINANCING AND PAYMENT.

The City shall pay to the COUNTY those amounts per services rendered which are contained in Exhibit "A." Upon completion of the services, the COUNTY shall send the CITY an invoice for its services which the CITY agrees to pay within thirty (30) days.

Upon installation, the Warning Flasher shall be added to the existing Traffic Signal Maintenance Agreement between the parties (County Contract No. PH08174C). The CITY shall pay the COUNTY the cost of maintaining the Warning Flasher in accordance with the Traffic Signal Maintenance Agreement.

4. LIABILITY AND INDEMNIFICATION.

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this Agreement.

5. ADMINISTRATION.

No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the public works director of each party, or their designees, shall constitute a joint board for such purpose.

6. TERMINATION.

This Agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

7. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

8. INTERLOCAL COOPERATION ACT.

The parties acknowledge that this Agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this Agreement in accordance with the provisions of that Act.

[SIGNATURE PAGE TO FOLLOW]

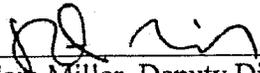
IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused this

Agreement to be duly executed on this _____ day of _____, 2015.

SALT LAKE COUNTY

By _____
Mayor or Designee

Approval as to Form:



Adam Miller, Deputy District Attorney
Salt Lake County
Date: 27 Oct 2015

WEST JORDAN CITY

By _____
Title _____

Approval as to Form:



Attorney for West Jordan City
Date: 11-10-15

Attest:

City Recorder

EXHIBIT "A"

Construction of new **OVERHEAD PEDESTRIAN CROSSWALK WARNING FLASHER**

Location 1940 West 7000 South	Cost
Installation of OVERHEAD PEDESTRIAN CROSSWALK WARNING FLASHER	\$24,000.00

- Provide and install signal pole and foundation Southwest corner
- Provide install pedestrian pole and foundation Northwest corner
- Install City provided solar Rapid flashing beacon system
- Install ADA ramp and concrete work on Northwest corner (Construction Crew)
- Removal and replacement of pavement striping (Sign Shop)
- Powder coat poles

Upon installation the signal shall be owned by the CITY and maintained by the COUNTY. The overhead pedestrian crosswalk warning flasher will be added to the current Traffic Signal Maintenance Agreement, between the parties, in accordance with the shared cost percentage.

Determination of signal phasing and timing shall be the responsibility of the CITY. Prior to the COUNTY activating the signal, the CITY shall approve in writing the phasing and timing of the signal. Any changes related to signal phasing, timing, or other modification of the signal shall be initiated and approved in the writing by the CITY'S traffic engineer or other authorized engineering representative prior to the COUNTY implementing the change.